MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is entered into this 18 day of February, 2015 by and between DEKALB COUNTY HIGHWAY DEPARTMENT (the "Employer") and THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150, PUBLIC EMPLOYEES DIVISION (the "Union"). Following good faith negotiations by the representatives of both Parties, the parties agreed:

1. **Term**: The collective bargaining agreement in effect between the parties shall be extended through and including December 31, 2019 (the "CBA"), in full force and effect, except as modified by this Agreement. All references to dates in the CBA shall be revised to reflect the changed dates as appropriate.

2. **Wage Increases**.

a. Effective January 1, 2015, employees who are actively employed on the ratification date of this Agreement and the effective date shall receive a 2.0% increase in their base rate of pay;

b. Effective January 1, 2016, employees who are actively employed shall receive a 2.0% increase in their base rate of pay; and,

c. Effective January 1, 2017, employees who are actively employed shall receive a 2.0% increase in their base rate of pay.

d. Effective January 1, 2018, employees who are actively employed shall receive a 2.5% increase in their base rate of pay.

e. Effective January 1, 2019, employees who are actively employed shall receive a 2.75% increase in their base rate of pay.

Additionally, in the event this CBA is ratified prior to 5pm on March 18, 2015 at the amounts reflected in this MOU, each employee who is on the payroll as of the date of ratification will receive a one-time lump sum "signing bonus" in the amount of Two Hundred Dollars and No Cents ($200).

3. **Article XI: Health Insurance**

Throughout the remainder of the term of the CBA, the covered employees will continue to participate in a health and welfare plan (Plan A) administered by the Union's group health insurance program Midwest Operating Engineers Welfare Fund ("Fund") in accordance with the terms and eligibility requirements of that Union plan. For calendar year Effective January 1, 2015, the Employer will contribute toward the cost of premiums for Plan A the following amounts on behalf of each bargaining unit member: $759 per employee electing single coverage or $1818 month for each employee electing family coverage in the Union plan. Thereafter, effective January 1 of each succeeding year, the Employer will contribute toward the cost of the insurance for each eligible employee, the lower of (a) the same amount that the County pays for the highest cost group health insurance plan it offers to other County employees to be covered by

the County's group health insurance program during that same period of time, or (b) the then applicable rate announced by the Union Plan A for the period at issue. [NOTE: The parties' intend that insurance premium amounts will be determined per analysis used in prior CBA's.]. By November 1 of each year, the Employer shall notify the Union of the cost of its group health insurance plan described above for the following year. If the cost of the Employer's plan is less than the cost of Plan A and decreases to a level that the cannot sustain the employees' continued participation in the Fund's Plan A, then the Union may reopen the contract for the limited purpose of determining if the covered employees want to remain in the Union Plan or return to the County plan. On an annual basis, the Union agrees to provide written documentation confirming the applicable rates charged by the Fund for the covered employees to participate in the Union insurance plan.

4. **Section 16.1. Boot Allowance.** The boot allowance reimbursement amount for mechanics will be increased to $75, effective January 1, 2016. This amount will increase to $85 effective January 1, 2017 and to $90 effective January 1, 2018.

5. **Section 16.1. Clothing.** The clothing allowance reimbursement amount will be increased to $425 effective January 1, 2016. This amount will increase to $435 effective January 1, 2017 and to $450 effective January 1, 2018.

6. **Section 21.4(F).** Add a new section for a Building Maintenance "snow removal" stipend, which provides:

> "*During the snow plow season in the winter months, the building maintenance person will receive $1.00/hour stipend for all hours actually performing snow plowing activities on the County highways.*"

7. **Section 4.5: Overtime Distribution/Jurisdiction.** The Parties agree and acknowledge that, for purposes of Section 4.5, the phrase "full time personnel who would have usually worked the overtime" does not include the full time janitor(s) or sign employee(s). However, in the event a full time janitor or sign employee wants to be considered for available snow removal overtime opportunities for a particular season, he will notify his supervisor of this fact and he agrees to accept both volunteer and mandatory snow removal assignments that are offered to him on an overtime basis.

8. **Ratification Vote Required.** This Agreement shall not be binding on either party until and unless it is ratified by authorized representatives of both Parties, including the County Board. Both bargaining committees agree to represent the terms of this MOU to their respective parties.

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

By: _____

DEKALB COUNTY GOVERNMENT

By: _____

STATE OF ILLINOIS)
)SS
COUNTY OF DEKALB)

RESOLUTION R2015-21

WHEREAS, representatives of DeKalb County have bargained in good faith with representatives of the International Union of Operating Engineers, Local 150; and

WHEREAS, having reached tentative agreement on the wages, benefits and working conditions of the fourteen employees of the DeKalb County Highway Department who would be covered by the terms of an agreement covering five (5) years, the bargaining agents now seek the ratification of both the County of DeKalb and the members of the bargaining unit; and

WHEREAS, the elements of the proposed agreement that have been amended/changed from the original Contract for the period of January 1, 2012 through December 31, 2014, are summarized in the attached memorandum of agreement which is hereby incorporated by reference into this Resolution.

NOW THEREFORE BE IT RESOLVED that the DeKalb County Board does hereby concur in the recommendations attached to this Resolution and does hereby ratify the proposed agreement with the International Union of Operating Engineers, Local 150 and does direct the Chairman of the DeKalb County Board to execute said agreement.

PASSED AT SYCAMORE, ILLINOIS THIS 18TH DAY OF MARCH, 2015 A.D.

Chairman, DeKalb County Board

ATTEST:

County Clerk

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE INTERNATIONAL UNION OF OPERATING ENGINEERS,

LOCAL 150, PUBLIC EMPLOYEES DIVISION

AND

DEKALB COUNTY

JANUARY 1, 2013 THROUGH DECEMBER 31, 2014

TABLE OF CONTENTS

ARTICLE I RECOGNITION 1
ARTICLE II UNION RIGHTS 2
ARTICLE III UNION DUES/FAIR SHARE CHECKOFF 4
ARTICLE IV HOURS OF WORK AND OVERTIME 6
ARTICLE V SENIORITY 9
ARTICLE VI LAYOFF AND RECALL 11
ARTICLE VII DISCIPLINARY PROCEDURES 12
ARTICLE VIII GRIEVANCE PROCEDURE 13
ARTICLE IX PAID HOURS OFF SYSTEM 17
ARTICLE X LEAVES OF ABSENCE 19
ARTICLE XI HEALTH INSURANCE 20
ARTICLE XII EMPLOYEE TRAINING AND EDUCATION 21
ARTICLE XIII SAFETY 22
ARTICLE XIV LABOR-MANAGEMENT MEETINGS 22
ARTICLE XV NO SUBCONTRACTING 23
ARTICLE XVI CLOTHING AND EQUIPMENT 23
ARTICLE XVII PERSONNEL RECORDS 23
ARTICLE XVIII NON-DISCRIMINATION 24
ARTICLE XIX NO STRIKE / NO LOCKOUT 24
ARTICLE XX BARGAINING RIGHTS 25
ARTICLE XXI WAGES 26
ARTICLE XXII DRUG AND ALCOHOL POLICY 28
ARTICLE XXIII FILLING OF VACANCIES 28
ARTICLE XXIV SAVINGS CLAUSE 29
ARTICLE XXV TERMINATION 29
APPENDIX A DEKALB COUNTY HIGHWAY DEPARTMENT ALCOHOL AND DRUG TESTING POLICY 31
EXHIBIT A COUNTY FMLA POLICY 38

PREAMBLE

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

AGREEMENT

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

ARTICLE I
RECOGNITION

SECTION 1.1: RECOGNITION

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

**INCLUDED

All full time and part time employees in the following classifications: Highway Maintainer, Maintenance, Mechanic and Traffic Control Technician for the DeKalb County Highway Department.

**EXCLUDED

All supervisory, managerial and confidential employees as defined in the Act.

SECTION 1.2: NEW CLASSIFICATIONS

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

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

Nothing in this Section shall limit or preclude the Employer's right to modify or eliminate job classifications and requirements of those classifications as provided in this Agreement.

ARTICLE II
UNION RIGHTS

SECTION 2.1: UNION ACTIVITY DURING WORKING HOURS

The Parties acknowledge the general principle that working time is for working. Union activities within Employer facilities shall be restricted to administering this Agreement. The Stewards or his/her designees shall ask for and obtain permission before leaving his/her job in

order to conduct and/or attend meetings that are scheduled by management during the employee's scheduled work day to discuss pending grievances, discipline or administration of this Agreement. The Stewards or his/her designees will ask for and obtain permission from the Department Head of any employee with whom he/she wishes to carry on Union business.

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being adhered to, provided however, there is no interruption of the Employer's working schedule. Provided, however, the Union must obtain the Employer's prior approval before exercising rights under this paragraph. Such approval will not be unreasonably denied.

SECTION 2.2: TIME OFF FOR UNION ACTIVITIES

Up to two (2) Union Stewards shall be allowed time off without pay for legitimate Union business, such as Union meetings and State or International conventions, provided such representative gives reasonable prior notice to his/her supervisor of such absence and provided such time off does not interfere with the County's operating needs. The employee may utilize any accumulated time off (Holiday, Personal, Vacation Days, etc.) in lieu of the employee taking such without pay.

SECTION 2.3: UNION BULLETIN BOARD

The Employer shall provide a Union bulletin board. The board shall be for the sole and exclusive use of the Union. Items or information shall not be posted which are political, partisan, defamatory, or inflammatory in nature. A copy of each posting shall be provided to the Department Head prior to posting.

ARTICLE III
UNION DUES/FAIR SHARE CHECKOFF

SECTION 3.1: DEDUCTIONS

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

A. Union membership dues, assessments, or fees;

B. Union sponsored credit and other benefit programs.

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

Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made each pay period in accordance with the law and shall be remitted to the Union on a twice monthly basis at the address designated in writing by the Union. The Union shall advise the Employer of any increases in dues or other approved deductions in writing at least thirty (30) consecutive calendar days prior to its effective date. If an employee has insufficient earnings to cover the amount of the dues deduction, the Union shall be responsible for the collection of dues.

The Union shall certify the current amount of Union deductions.

SECTION 3.2: FAIR SHARE

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

The proportionate fair share payment, with a letter of explanation as to that fair share payment, as certified to be current by the Union pursuant to the Illinois State Labor Relations Act, shall be deducted by the Employer from the earnings of the non-member employee each pay period and remitted to the Union once each month.

The amount of the above employee deductions shall be remitted to the Union after the deduction(s) is made by the Employer with a listing of the employee, address and the individual employee deduction(s), along with deductions remitted pursuant to this Article. If an employee has no earnings or insufficient earnings to cover the amount of the fair share deduction, the Union shall be responsible for collection of fair share fees.

SECTION 3.3: APPEAL PROCEDURE

The Union agrees to provide fair share payers with an appeal procedure in accordance with applicable law.

SECTION 3.4: HOLD HARMLESS

The Union shall indemnify, defend and hold harmless the Employer, its elected officials, officers, administrators, agents, directors and employees, from any and all responsibility, claims, actions, complaints, suits or other form(s) of liability that may arise out of or by reason of any action taken or not taken by the Employer in connection with the collection and disbursement of monies under this Article and Agreement, or in reliance on any written check-off authorization which is furnished by the Union. If any improper deduction is made, the Union also shall refund directly to the employee any improper amount received.

ARTICLE IV
HOURS OF WORK AND OVERTIME

SECTION 4.1: NORMAL WORKDAY AND WORKWEEK

(A) The normal workday for bargaining unit employees is eight (8) hours and the normal workweek is forty (40) hours.

(B) Hours:

(1) The hours for bargaining unit employees in the classification of Maintainer and Mechanic are 7:00 a.m. to 3:30 p.m., Monday through Friday. The hours for bargaining unit employees in the classification of Maintenance and Traffic Control Technician are 6:30 a.m. to 3:00 p.m., Monday through Friday.

(2) Following advance notice to the affected employees, employees may be permitted to work "summer hours" if approved by management which shall be scheduled normally from 6:00 a.m. to 2:30 p.m., Monday through Friday, from the first day of daylight savings time until the last day of daylight savings time or such other periods as designated by management.

(3) Nothing shall be construed as a guarantee of a specific number of hours of work per day or week.

(4) The Employer may alter the normal workday and/or workweek upon advance written notice to the Union and provided the Employer has first provided the Union an opportunity to bargain in good faith regarding the change.

SECTION 4.2: LUNCH/REST PERIODS

(A) Employees shall be granted two (2) fifteen (15) minute paid breaks, one during the first half of the workday and one during the second half of the workday.

(B) Employees shall be granted a one half (1/2) hour unpaid lunch during the midpoint of each day. Additionally, where the requirements of the job dictate that employees work through their lunch period, employees shall be allowed to leave thirty (30) minutes early, or shall be compensated at the appropriate rate of overtime.

SECTION 4.3: MANDATORY REST PERIOD

Unless an Employee agrees otherwise, Employees will not be required to work more than sixteen (16) hours in a twenty-four (24) hour period without being allowed an eight (8) hour rest period. It is understood and agreed to by the Parties that this provision is inapplicable in the event of emergency or other similar unanticipated or unavoidable conditions. In the event an employee notifies management that he believes working in excess of sixteen (16) hours in a twenty four (24) hour period will present an imminent threat to the health or safety of the employee or another, the employee must seek permission to be relieved of duty without discipline; such permission will not be unreasonably denied.

SECTION 4.4: OVERTIME COMPENSATION

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

(A) A bargaining unit employee shall be paid at one and one-half his/her regular hourly rate of pay when required to work in excess of eight (8) hours actually worked in a work day or forty (40) hours actually worked in a workweek.

(B) A bargaining unit employee shall be paid at twice his/her regular hourly rate of pay for all hours worked on a holiday.

SECTION 4.5: OVERTIME DISTRIBUTION/JURISDICTION

The Employer agrees to distribute overtime as equally as possible amongst those employees in the respective classification who usually perform the type of work at issue. The employee working on any job which extends into overtime shall have first claim on the overtime. The parties recognize that they have an obligation to the community to provide services and that this obligation on occasion may require the working of overtime. To meet that objective, overtime shall be compulsory in emergency situations.

The employment of part-time, temporary, or non-bargaining unit personnel shall not work to deprive regular full-time personnel of opportunities to work overtime; provided, however, there is no limitation on the Employer's right to use such personnel in any other respect. However, if the full-time personnel who would have usually worked the overtime refuses it or is unavailable, the employer may work part-time or temporary personnel on said overtime without violating the Agreement.

Supervisory personnel shall be permitted to perform work within the bargaining unit under the following circumstances only:

(a) When giving instruction or training;

(b) In order to overcome an emergency or unforeseen circumstance, provided that bargaining unit employees are immediately called in to perform the work once they arrive; and/or

(c) Where justified by other reasonable business needs of the Employer.

SECTION 4.6: CALLBACK

A "callback" is defined as an official assignment of work which does not continuously precede or follow an employee's regularly scheduled working hours. Callbacks shall be compensated for at the appropriate overtime rate of pay, as stated above, for all hours worked on callback, with a guaranteed minimum of four (4) hours at such straight time rate of pay for each callback. It is expressly agreed that a callback assignment is for a specific purpose and the Employer shall not assign employees who complete their callback assignment unnecessary "busy work" in order to fill the remaining hours.

SECTION 4.7: COMPENSATORY TIME OFF

In lieu of paid overtime, employees may opt to earn compensatory time off. Compensatory time shall be granted in such time blocks as are mutually agreed upon between the employee and the Employer. Compensatory time which is unused and which has been previously awarded at the rate of time and one-half or double time shall be compensated at the employee's regular hourly rate of pay. Employees may not accumulate more than a rolling bank of eight (80) hours of compensatory time. Should an employee desire, he shall be permitted to cash out all or some accrued compensatory time once per year, in November of each year in order to ensure that the employee is within the caps indicated earlier in this Section. An employee shall be permitted to carry unused accrued compensatory time from year to year to the caps indicated.

ARTICLE V
SENIORITY

SECTION 5.1: SENIORITY DEFINED

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

SECTION 5.2: BREAKS IN CONTINUOUS SERVICE

An Employee's continuous service record shall be broken by resignation, discharge for just cause (probationary employees without cause), retirement, failure to return from a leave of absence and/or being absent for three (3) consecutive days without reporting off with timely notification and approval by management, failure to work at the conclusion of an authorized leave of absence when fit to return to duty as determined by a physician. However, if an employee returns to work in any capacity for the Employer within twelve (12) months (except for FMLA or military leave), the break in continuous service shall be removed from his/her record.

SECTION 5.3: SENIORITY LIST

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

SECTION 5.4: PROBATIONARY EMPLOYEES

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

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

ARTICLE VI
LAYOFF AND RECALL

SECTION 6.1: DEFINITION AND NOTICE

A layoff is defined as a reduction in bargaining unit jobs. The Employer shall give the Union at least thirty (30) consecutive calendar days of notice of any layoffs except in emergency or unanticipated situations wherein such period of notice may be reduced.

SECTION 6.2: GENERAL PROCEDURES

In the event of a layoff, employee shall be laid off in inverse order of seniority as defined in Article VI within a job classification. A laid off employee may bump an employee with lesser seniority in another job classification if the County Engineer reasonably believes that the employee is presently qualified to perform the duties of the job classification. However, prior to laying off any bargaining unit employee(s), all seasonal, temporary, probationary, part-time or other non-bargaining unit employee(s) who perform work customarily performed by bargaining unit employees within the Department shall be laid off or terminated, as the case may be.

SECTION 6.3: RECALL OF LAID-OFF EMPLOYEES

The names of laid-off employees shall be placed on a layoff list for twelve (12) consecutive calendar months. Employees shall be recalled in seniority order provided the employee has the present skills and is fully qualified to perform the available work to which they will be recalled (with or without a reasonable accommodation if disabled or handicapped). After twelve (12) months on layoff, an employee shall lose his/her seniority. Employees who are eligible for recall shall be given three (3) consecutive calendar days' notice of recall commencing upon the Employer's date of delivery of a recall notice and/or telephone contact with the affected employee (if earlier) within which to notify the Employer as to whether he/she will return. If a recall offer is timely accepted, the employee shall begin working on the date

agreed to by the parties not to exceed fourteen (14) consecutive calendar days of the recall notice.

ARTICLE VII
DISCIPLINARY PROCEDURES

SECTION 7.1: EMPLOYEE DISCIPLINE

The Employer agrees with the tenets of progressive and corrective discipline and that it shall be imposed only for just cause. The level of discipline imposed may be altered based on the severity of the offense committed and the employee's overall work record. Additionally, in appropriate circumstances one or more steps in the discipline process may be skipped. Discipline shall include but not be exclusive of the following progressive steps:

A. First Written (i.e., "documented oral warning") warning with documentation of such filed in the employee's personnel file, with copy sent to Union office.

B. Second Written reprimand with copy of such maintained in the employee's personnel file, with copy sent to Union office.

C. Suspension without pay with documentation of such maintained in the employee's personnel file, with copy sent to Union office.

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

Pursuant to actual imposition of written reprimands, suspension without pay, or discharges, the employee shall be afforded an opportunity to discuss his/her views concerning the conduct causing such disciplinary action. Such discussion should not be unduly or unreasonably delayed, and the employee shall be informed of the basis for such action.

SECTION 7.2: RIGHT TO REPRESENTATION

The Employer agrees to comply with the current legal requirements regarding union representation during an investigatory interview(s).

ARTICLE VIII
GRIEVANCE PROCEDURE

SECTION 8.1: GRIEVANCE DEFINED

A grievance is defined as any claim of violation of a specific provision of this Agreement.

SECTION 8.2: PROCESSING OF GRIEVANCE

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

SECTION 8.3: GRIEVANCE STEPS

STEP ONE: Manager

The Union may submit a written grievance to the appropriate Division Manager within five (5) business days of the event giving rise to the grievance or the Union's reasonable knowledge of the events giving rise to the grievance. The Division Manager or his/her designee shall schedule a conference within five (5) days of receipt of the grievance to attempt to adjust the matter. The Division Manager or designee shall submit a written response within five (5) business days of the conference. If the conference is not

scheduled, the Division Manager or designee shall respond to the grievance in writing within five (5) business days of receipt of the appeal.

STEP TWO: County Engineer

If the grievance remains unsettled at Step One, the Union may advance the written grievance to the County Engineer within ten (10) consecutive calendar days of the response in step one or when such response was due. The County Engineer or his/her designee shall schedule a conference within five (5) consecutive calendar days of receipt of the grievance to attempt to adjust the matter. The County Engineer or designee shall submit a written response within five (5) consecutive calendar days of the conference. If the conference is not scheduled, the County Engineer or designee shall respond to the grievance in writing within five (5) business days of receipt of the appeal.

STEP THREE: ARBITRATION

If a grievance remains unsettled after the response in Step Two, the Union may refer the grievance to arbitration within seven (7) consecutive calendar days of the Step Two response. The Union shall request either the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a panel of seven (7) Arbitrators. The parties shall alternately strike the names of Arbitrators, taking turns as to the first strike. The person whose name remains shall be the Arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of Arbitrators.

The parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the Arbitrator. Both parties shall have the right to request

the Arbitrator to require the presence of witnesses and/or documents. Each party shall bear the costs of its own witnesses.

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

In the conduct of any arbitration under this Article, the rules and procedure governing the conduct of arbitration proceedings of the American Arbitration Association shall control, except where specifically limited by this Article. The Arbitrator shall neither amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The Arbitrator shall consider and decide questions of fact as to whether there has been a violation, misinterpretation or misapplication of the applicable provision of this Agreement.

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

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

The Arbitrator shall render his/her decision in writing to the parties within thirty (30) consecutive calendar days following the close of the arbitration hearing or the submission date of briefs, whichever is later. The Arbitrator shall support his/her findings with a written opinion. The decision and opinion shall be based solely on and directed to the issue presented. The award shall clearly direct the parties as to what action(s) must be taken in order to comply with the award.

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

SECTION 8.4: GRIEVANCE FORMS

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

SECTION 8.5: SETTLEMENTS AND TIME LIMITS

Any grievance not filed within the time limits specified in this Article will be considered waived. If the Employer fails to timely respond, the grievance shall progress to the next step in the procedure. In any individual case (except discharge cases), the parties may extend this limit by mutual written notice not to exceed a total of ten (10) additional consecutive calendar days.

SECTION 8.6: UNION STEWARDS

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

ARTICLE IX
PAID HOURS OFF SYSTEM

SECTION 9.1: GENERAL INFORMATION

Employees who have satisfactorily completed the probationary period are eligible to begin earning paid time away from the job through the Paid Hours Off (PHO) system. Included in this employee benefit are vacation days, holidays and sick days. The Holiday schedule for County employees shall be the holiday schedule set by the Chief Judge of the 16th Judicial Circuit for court-related functions. Leave for vacation purposes shall be arranged with due regard to the operating needs of the County. Each Division Manager is responsible for vacation scheduling within his/her Division that shall best meet and reconcile vacation preferences of the affected employees.

SECTION 9.2: EARNED BENEFITS

Employees hired prior to December 1, 2005, shall earn hours of paid time off in accordance with the following:

For Continuous Years of Employment: Hours earned per pay period (26 per year)

6 Months through 4 Years of Employment: .1270 hours per hours of work

5 Years through 14 Years of Employment: .1443 hours per hours of work

15 Years and above: .1616 hours per hour of work

Annual accrual is computed as follows: Bi-weekly hours x (.1270 or .1443 or .1616) x 26 = Annual PHO Accrual.

Employees hired after December 1, 2005, shall earn hours of paid time off in accordance with the following:

For Continuous Years of Employment: Hours earned per pay period (26 per year)

6 Months through 4 Years of Employment: .1077 hours per hours of work

5 Years through 8 Years of Employment: .1270 hours per hours of work

9 Years through 14 Years of Employment: .1443 hours per hours of work

15 Years and above: .1616 hours per hour of work

Upon termination of at least six (6) months of continuous employment, and with at least fourteen (14) calendar days of advance notice in writing, an employee shall be paid for any accumulated PHO benefits up to a maximum of sixty (60) days at the regular rate of pay for the employee's last schedule work day.

With the consent of the Department Head, an employee may accumulate PHO benefits in addition to those for which the employee can be paid upon termination. Such additional, accumulated PHO's may be used at the discretion of the Department Head for reasons of illness and personal emergency only. However, under no circumstance, shall an employee accumulate non-compensable PHO benefits in excess of fifteen (15) days. Employees are required to comply with all prescribed forms and other procedures established by the Deputy County Administrator for the use and/or payment of PHO's.

SECTION 9.3: HOLIDAY PAY

Employees shall use earned PHO time on holidays which are celebrated by the County. Should an employee work the day celebrated by the County as the holiday (or the actual holiday,

if different), the PHO time shall be credited to the employee and the employee shall be compensated at the rate of two (2) times his regular rate of pay for all time actually worked on the worked holiday, with a guaranteed minimum of four (4) hours

ARTICLE X
LEAVES OF ABSENCE

SECTION 10.1: DISABILITY LEAVE

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

SECTION 10.2: FAMILY AND MEDICAL LEAVE

The parties agree to comply with their obligations under the Family and Medical Leave Act of 1993 and any revisions. Attached as an Exhibit is a copy of the Department's current FMLA policy that is in effect as of the time of execution of this Agreement.

SECTION 10.3: JURY DUTY LEAVE

An employee whose service on a jury occurs during hours that the employee would have been regularly scheduled to work shall receive the difference between the employee's regular rate of pay and any jury duty pay received.

SECTION 10.4: MILITARY LEAVE

The Employer agrees to comply with all applicable state and federal laws regarding military leave.

SECTION 10.5: SECTION 9.5: FUNERAL LEAVE

In the event of death in the immediate family of an employee, the employee shall be granted a leave of absence with pay and benefits for a period of three (3) workdays. The immediate family is defined as follows: father, step-father, mother, step-mother, mother-in-law, father-in-law, guardian, husband, wife, step-son, step-daughter, brother, step-brother, sister, step-

sister, son, daughter, son-in-law, daughter-in-law, grandparents, and grandchildren. A leave in addition to the specified duration may be approved by the Department Head under special circumstances.

ARTICLE XI
HEALTH INSURANCE

The Employer shall provide regular full-time bargaining unit employees health insurance, through the Midwest Operating Engineers Local 150 Health and Welfare Fund ("Union Plan") and such employees will not participate in or be eligible for health insurance coverage under the Employer's group health insurance plan during the term of this Agreement. New employees will be covered on the 75th day of employment. Throughout the entire term of this Agreement and for so long as required by law, the Union and authorized Trustees of the Union's health insurance plan represent and agree they will comply with all applicable laws to ensure the health insurance plan offered to the covered employees includes a retiree health insurance to covered employees sufficient to satisfy the obligations of both the County and the Union as required by applicable law, including the Municipal Employees' Continuance Privilege, 215 ILCS 5/367j.

*During the term of this Agreement, the County will contribute the following amounts to the Union Plan for such insurance coverage for the covered employees or the County amount provided for non-union employees whichever is the lower amount.

May 2012	Monthly Premium
Single Coverage	$604.00
Family Coverage	$1,246.00

January 2013	Monthly Premium
Single Coverage	$672.00
Family Coverage	$1,556.00

January 2014: TO BE DETERMINED pursuant to * paragraph above.

ARTICLE XII
EMPLOYEE TRAINING AND EDUCATION

SECTION 12.1: COMPENSATION

The Employer agrees to compensate all bargaining unit employees at straight time rate up to eight (8) hours per day for all training, schools, and courses which the Employer requires an employee to attend during off-duty hours. An employee is expected to return to work and complete an eight (8) hour workday for any training, school and courses that last less than eight (8) hours. When an employee is required to use his/her own automobile, mileage reimbursement for sites farther than ten (10) miles one way shall be paid at the then-applicable rate set by the Internal Revenue Service. An employee shall be reimbursed for meals and/or lodging expenses in accordance with the county policy in affect at ratification.

SECTION 12.2: CDL LICENSE

The Employer shall reimburse all bargaining unit employees required to have a Commercial Driver's License the cost of said license including renewals and any endorsements the employee is required to obtain and maintain.

SECTION 12.3: EDUCATIONAL INCENTIVE

Full-time personnel employed by the County for at least one (1) calendar year, shall be reimbursed 75% up to $300.00 per fiscal year for the cost of tuition and books for approved courses taken at accredited institutions of learning. Successful completion of such courses must be demonstrated prior to reimbursement.

SECTION 12.4: IUOE LOCAL 150 TRAINING SITE

The parties agree that Employees shall be entitled to use the IUOE Local 150 training site.

ARTICLE XIII
SAFETY

SECTION 13.1: COMPLIANCE WITH LAWS

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

SECTION 13.2: UNSAFE CONDITIONS

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

ARTICLE XIV
LABOR-MANAGEMENT MEETINGS

SECTION 14.1: LABOR-MANAGEMENT CONFERENCES

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

A. Discussion of the implementation and general administration of this Agreement;

B. A sharing of general information of interest to the parties;

C. The identification of possible health and safety concerns.

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

SECTION 14.2: PURPOSE

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

ARTICLE XV
NO SUBCONTRACTING

The Employer retains the right to subcontract work as done in the past. There shall be no subcontracting of bargaining unit work that has the sole purpose of effectuating a layoff.

ARTICLE XVI
CLOTHING AND EQUIPMENT

SECTION 16.1: CLOTHING/BOOTS

The Employer agrees to reimburse covered employees that are not provided uniforms, upon proof of original receipts, $400 per year for clothing. Employees receiving uniforms from the Employer will be provided a boot allowance up to $50.00 per year, payable upon proof of original receipt.

SECTION 16.2: PROTECTIVE CLOTHING

The Employer shall provide all required protective clothing and required safety gear.

ARTICLE XVII
PERSONNEL RECORDS

SECTION 17.1: PERSONNEL RECORDS

The parties agree that all discipline less than a suspension shall be removed from an employee's personnel file one (1) year after the discipline is received by the employee, as long as there has been no additional same and/or similar discipline issued to that employee during the one (1) year period. In computing this one (1) year period, the parties will look at the first

applicable anniversary of the most recent discipline. Except as provided above in this Section 17.1, the Employer agrees to adhere to its obligations under the Illinois Personnel Record Review Act and discipline involving allegations of harassment or violence will be retained indefinitely.

ARTICLE XVIII
NON-DISCRIMINATION

SECTION 18.1: PROHIBITION AGAINST DISCRIMINATION

Both the Employer and the Union agree not to discriminate against any employee on the basis of race, sex, creed, religion, color, sexual orientation, marital or parental status, age, national origin, political affiliation and/or beliefs, or other factors protected by law.. Rights of employees pursuant to this Article are not exclusive and shall be inclusive of any and all other remedies available to them by law.

SECTION 18.2: UNION ACTIVITY

The Employer and the Union agree that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by this Agreement, or on account of membership or non-membership in, or lawful activities on behalf of the Union. This provision shall be interpreted to the extent required by governing law.

ARTICLE XIX
NO STRIKE / NO LOCKOUT

SECTION 19.1: NO STRIKE COMMITMENT

Neither the Union nor any employees covered by this Agreement, agents or employees of the Union, will call, initiate, authorize, participate in, sanction, encourage or ratify any strike, sympathy strike, slowdown, work stoppage, picketing or concerted interference with any matters involving the County and/or its agents, regardless of the reason for doing so. No employee covered by this Agreement shall reuse to enforce or carry out lawful directive of the Employer

arising from or related to the performance of functions even if there is a labor dispute involving other persons or other business entities; the only exception is in the event of abnormally dangerous conditions as defined by law.

SECTION 19.2: NO LOCKOUT

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

SECTION 19.3: RESUMPTION OF OPERATIONS AND UNION LIABILITY

In the event of action prohibited by this Article, the Union and any stewards or representatives appointed under this Agreement immediately shall disavow such action and request the employees to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations.

SECTION 19.4: DISCIPLINE OF STRIKERS

Any employee who violates the provisions of this Article shall be subject to discipline including immediate discharge. The Employer and the Union also retain all rights set forth in Section 17 of the Illinois Public Labor Relations Act.

ARTICLE XX
BARGAINING RIGHTS

SECTION 20.1: UNION RIGHTS

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

SECTION 20.2: MANAGEMENT RIGHTS

Subject to the provisions of this Agreement, the management of the operations of the Employer, the determination of its policies, budget and operations, the manner of exercise of its statutory functions and the direction of its work force, including but not limited to, the right to hire, promote, demote, transfer, allocate, assign and direct employees; to discipline, suspend and

discharge for just cause; to relieve employees from duty because of lack of work or other legitimate reasons; to make and enforce reasonable rules of conduct and regulations; to determine the departments, divisions and sections and work to be performed therein; to determine quality; to determine the number of hours of work and shifts per work week, 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 DeKalb County Highway Department, is vested exclusively and solely with the Employer.

ARTICLE XXI
WAGES

SECTION 21.1: WAGE RATES

The hourly base wage rate (excluding longevity pay) for bargaining unit personnel shall be as follows:

5/15/2013

DeKalb County Government

Operating Engineers Pay Rate Chart

		Starting/Hiring Maintainers Only		Starting/Hiring & Standard Rates			
Class Number	Class Title	First 12 months	Second 12 months	12/31/2012	1/1/2013	7/1/2013	1/1/2014
5305	Maintainer	80% of start rate	90% of start rate	26.20	26.46	26.59	26.99
5310	Maintenance			21.01	21.22	21.33	21.65
5320	Mechanic			26.20	26.46	26.59	26.99
5320	Mechanic A*			26.70	26.97	27.10	27.51
5330	Traffic Control Tech			26.20	26.46	26.59	26.99
5330	Traffic Control Tech A*			26.70	26.97	27.10	27.51

*hire date before 12/01/2006

(A) All new hires in the Traffic Control Technician and Mechanic positions will be paid at the same hourly rate of pay as the Maintainers start rate.

(B) When Mechanics and/or Traffic Control Technicians are assigned to snow plow (except for temporary relief) and are not performing Mechanic or Traffic Control Technician functions, they shall be paid at the same hourly rate of pay as the Maintainers.

(C) When a Maintainer is designated by the County Engineer to replace a mechanic for four (4) hours or more, the Maintainer will receive a $0.50 per hour premium payment for all hours worked as a Mechanic.

(D) When a Maintainer is designated by the County Engineer to replace a Traffic Control Technician for four (4) hours or more, the Maintainer will receive a $0.50 per hour premium payment for all hours worked as a Traffic Control Technician (i.e. making signs, installing signs, doing speed studies, laying out no passing zones).

(E) As in the past, new hires in the Highway Maintainer classification will continue to be paid at 80% (for first 12 months of employment); at 90% (for second 12 months of employment); and, at 100% beginning on the first day of the employee's third full year of service.

SECTION 21.2: LONGEVITY PAY

Longevity Pay shall be paid in accordance per the then-applicable County plan.

SECTION 21.3: TEMPORARY ASSIGNMENT PAY

When the Operations Manager and/or Maintenance Foreman is absent from a regularly scheduled work day and/or when otherwise deemed necessary by the County Engineer (and/or

designee) the Employer may direct the next most employee to act in the capacity of Crew Leader. When assigned to work in this capacity as Crew Leader, the shall be compensated at his/her regular rate of pay plus a premium payment in the amount of seventy five cents ($.75) per hour for all hours worked in that capacity. It is expressly understood that an employee may not unreasonably refuse such an assignment.

ARTICLE XXII
DRUG AND ALCOHOL POLICY

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

ARTICLE XXIII
FILLING OF VACANCIES

SECTION 23.1: POSTING

Whenever the Employer determines there is a vacancy in an existing job classification or that a new bargaining unit job has been created, a notice of such vacancy shall be posted on all bulletin boards for ten (10) consecutive calendar days. During this period, employees who wish to apply for such vacancy, including employees on layoff, may do so.

SECTION 23.2: FILLING OF VACANCIES

When vacancies occur in the bargaining unit, the Employer will fill those vacancies by employing the most senior employee who meets the minimum qualifications for the position, or could become qualified with a reasonable period of training. The employer retains the right to hire a more qualified outside applicant. If the Employer determines that two (2) or more candidates are equally qualified and presently trained to perform the available work, seniority will prevail.

ARTICLE XXIV
SAVINGS CLAUSE

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

ARTICLE XXV
TERMINATION

This Agreement shall be effective as of the first day of January, 2013, and shall remain in full force and effect until the 31st day of December of 2014, whereupon, it shall be automatically rendered null and void. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least ninety (90) consecutive calendar days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) consecutive calendar days prior to the anniversary date unless otherwise agreed to by the parties. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

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

IN WITNESS WHEREOF, the parties have executed this Agreement this 15thday of May, 2013, in DeKalb County.

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150,

~~William E. Dugan~~ James M. Sweeney
President/Business Manager

Bryan Diemer
~~Field~~ Attorney

DEKALB COUNTY

Jeffery L. Metzger, Sr.
County Board Chairman

4837-8795-5732.1 6/7/2013 3:55 PM

APPENDIX A

DEKALB COUNTY HIGHWAY DEPARTMENT ALCOHOL AND DRUG TESTING POLICY

Alcohol and Drug Testing Policy:

1. Policy Statement. The Employer recognizes the serious problems caused by alcohol and drug use in safety sensitive Highway Department functions. Accordingly, in compliance with U.S. Department of Transportation and Federal Highway Administration regulations, as amended from time to time, the Department has adopted the following uniform alcohol and drug testing program for all Employees required to hold a Commercial Driver's License.

2. General Provisions of Uniform Alcohol and Drug Testing Program ("Program")

   A. Alcohol/Drug-Free Work Place: All locations at which the Employer's functions/operations are performed are drug/alcohol—free work places. The use, possession, distribution and/or sale of drugs or alcohol at the aforementioned locations by Employees or visitors are prohibited.

   B. Mandatory Alcohol/Drug Testing Events: The Employer, pursuant to and in compliance with applicable federal and state regulations, will conduct alcohol and drug testing in the following situations:

      (1) Pre-hire/Re-hire testing;
      (2) Annual random testing;
      (3) Reasonable suspicion testing;
      (4) Post—accident testing;
      (5) Return to duty testing as defined in .7.

   C. Alcohol Standards: The existence of •the following alcohol—related events in the work place shall subject the Employee to the appropriate disciplinary action as outlined in this Policy:

(1) Possession/consumption of alcohol in the work place/site;
(2) Consumption of alcohol within four (4) hours of the performance of duties;
(3) Finding of the existence of blood alcohol concentrations (BAC) of .02 or greater.

D. Substance Abuse Standard: The existence of the following substance abuse events shall subject the Employee to the appropriate disciplinary action as outlined in this Policy:

(1) Conviction of possession/use of controlled substances on or off duty, at or off the job site(s);

(2) Finding of the existence in an Employee's system of one of the following drugs or drug metabolites equal to or greater than the levels specified below:

Initial Test Analyte	Initial Test Cutoff Concentration	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Marijuana metabolites	50ng/mL	(1) THCA	15ng/mL
Cocaine metabolites	150 ng/mL	Benzoylecgonine	100 ng/mL
Opiate metabolites			
(2) Codeine/Morphine	2000 ng/mL	Codeine	2000 ng/mL
		Morphine	2000 ng/mL
Acetylmorphine	10 ng/mL	Acetylmorphine	10 ng/mL
Phencyclidine	25 ng/mL	Phencyclidine	25 ng/mL
(3) Amphetamines			
(4) AMP/MAMP	500 ng/mL	Amphetamine	250 ng/mL
		(5) Methamphetamine	250 ng/mL
(6) MDMA	500 ng/mL	MDMA	250 ng/mL
		(7) MDA	250 ng/mL
		(8) MDEA	250 ng/mL
(1) Delta-9-tetrahydrocannabinol-9-carboxylic acid (THCA)			
(2) Morphine is the target analyte for codeine/morphine testing			
(3) Either a single initial test kit or multiple initial test kits may be used provided the single test kit detects each target analyte independently at the specified cutoff			
(4) Methamphetamine is the target analyte for amphetamine/methamphetamine testing			
(5) To be reported positive for methamphetamine, a specimen must also contain amphetamine at a concentration equal to or greater than 100 ng/mL			
(6) Methylenedioxymethamphetamine (MDMA)			
(7) Methylenedioxyamphetamine (MDA)			
(8) Methylenedioxyethylamphetamine (MDEA)			

E. "Positive Test" Definition: A "positive test" is defined as a "finding in an Employee's system of the existence of alcohol or a controlled substance(s) equal to or greater than the levels set forth in paragraphs (C) and (D) above, or the refusal to properly submit to testing permitted under this Policy."

F. "Reasonable Suspicion" Definition: "Reasonable suspicion" is defined as "knowledge of circumstances such as would lead a reasonable supervisor of ordinary caution, acting impartially and reasonable, to suspect that an Employee is in violation of the provisions of this Policy."

G. General Drug Testing Procedure: Normally, two (2) urine analysis tests--initial and confirming-shall be used to detect the presence in an Employee's system of controlled substances, and the prohibited levels of same, as set forth in paragraph D above. The testing procedures, mechanisms, chain of custody, confidentiality, and evaluation of test results shall be conducted pursuant to applicable state and federal regulations, as amended from time to time. Test results shall be evaluated by a certified medical review officer (MRO) who will provide the Employer and Employee a written statement of his findings and conclusions. Employees testing positively under this provision(s) will be immediately be suspended from work without pay and, absent further disciplinary action, shall be eligible to return to work upon (1) completion of a professional evaluation; (2) successful completion in a timely manner of any recommended rehabilitation and/or testing programs; and (3) negative test upon return to work.

H. General Alcohol Testing Procedure: Normally, two (2) breath tests--screening and confirming—shall be used to detect the presence in an Employee's system of

prohibited levels of alcohol as set forth in paragraph C above. The testing procedures, mechanisms, chain of custody, confidentiality, and evaluation of test results shall be conducted pursuant to applicable state and federal regulations, as amended from time to time. Test results shall be evaluated by a certified medical review officer (MRO) who will provide the Employer and Employee a written statement of his findings and conclusions. Blood alcohol concentrations (BAC) of less than .02 are considered a negative test. Employees testing positively with a BAC of .02, but less than .04, shall be immediately suspended without pay for a period of twenty-four (24) hours, or until a re-test confirms a BAC of less than .02, whichever occurs first. Employees testing positively with a BAC of .04 or more shall, be immediately suspended from work without pay and, absent further disciplinary action, shall be eligible to return to work upon (1) completion of a professional evaluation; (2) successful completion in a timely manner of any recommended rehabilitation and/or testing programs; and (3) negative test upon return to work.

I. Employer Payment Responsibility The Employer shall pay for all evaluations, testing, rehabilitation program, etc. that it initiates. Time spent by the Employee complying with Employer-initiated programs involving testing and initial evaluation shall be considered time worked.

3. Pre-Hire/Re-Hire Testing: All applicants for hire or re-hire who are seeking employment in the DeKalb County Highway Department in jobs covered by this Policy shall submit to, prior to hire, and successfully pass drug and alcohol testing conducted pursuant to the

applicable standards contained in this Policy. Applicants who refuse to submit to the aforementioned testing or test positive will be denied employment

4. Annual Random Testing: All Employees covered by this Policy are subject to annual drug and alcohol testing. A valid and impartial random selection procedure shall be developed and implemented by the Employer. This procedure shall randomly select and annually test twenty—five percent (25%) of the unit for alcohol and fifty percent (50%) for drugs.

5. Reasonable Suspicion Testing: In cases where the Employer has a reasonable suspicion, as defined in this Policy, that an Employee is in violation of the provisions of this Policy, the Employer may require the Employee to immediately submit to alcohol and/or drug testing, i.e., within one (1) hour of the Employer's demand, pursuant to the provisions contained herein. A written statement that sets forth the basis for the action herein shall be prepared by the Employer within twenty-four (24) hours of its demand for immediate testing. The Employer's suspicion shall be based, inter alia, upon observations concerning the appearance, behavior, speech or body odors of the employee. The refusal of the Employee to submit to the aforementioned test shall be considered a positive test which subjects the Employee to disciplinary action up to and including discharge.

6. **Post-Accident Testing**: An employee, whose possesses a valid CDL, and is involved in an accident while operating any County vehicle or equipment will be subject to a post-accident test under the following circumstances:

TYPE OF ACCIDENT	CITATION ISSUED TO COUNTY OPERATOR	TEST MUST BE PERFORMED
Human Fatality	Yes	Yes
	No	Yes
Bodily injury with immediate medical treatment away from the scene	Yes	Yes
	No	Yes
Disabling damage to any motor vehicle requiring to be towed away	Yes	Yes
	No	No*

* No test will be required only if the County Engineer, operating through his Operations Manager, Support Services Manager and/or Operations Foreman can ascertain that the operator's conduct can be completely discounted as a contributing factor to the accident.

The above does not preclude the use of appropriate administrative or disciplinary action to be taken when circumstances arising from an accident not requiring a post-accident test warrant such use.

7. Return to Duty Testing: The Employer, prior to reinstating Employees to active duty who were previously found to be in violation of this Policy, shall conduct appropriate drug and alcohol testing to ensure compliance with the provisions of this Policy.

8. Disciplinary Action Based On Positive Test: Any Employee testing positive for alcohol and/or drugs is subject to disciplinary action up to and including discharge. Any and all discipline that may result from a positive test is subject to the grievance and arbitration provisions of the collective bargaining agreement. The use of prescribed or over-the-counter medication/drugs that may result in mood-altering behavior or a positive test must be reported to the Employer in a timely manner. The failure to comply with this provision may prohibit the raising of the use or consumption of such medication/drugs as a defense to disciplinary action.

9. Modification by Operation of Law: The terms and provisions of this Policy are subject to automatic modification and/or revision by state and federal administrative rules and regulations that dictate the parameters of the drug/alcohol testing contained herein.

EXHIBIT A

COUNTY FMLA POLICY

Family and Medical Leave of Absence ("FMLA") Policy

1. If you have been employed by the County for at least twelve (12) months (with no break in service of seven (7) or more years except if related to USERRA covered military obligations and have worked at least 1,250 hours during the 12-month period preceding the start of the leave (which includes all periods of absence from work due to or necessitated by USERRA-covered service), you are eligible for up to a total of twelve (12) workweeks of unpaid leave during any rolling twelve (12) month period for one or more of the following reasons:

a. Because of the birth of your child and in order to care for such child (within 12 months after the birth of the child);

b. Because of the placement of a child with you for adoption or foster care (within 12 months of the placement of the child);

c. In order to care for your spouse, child, or parents if they have a "serious health condition;"

d. Because of a "serious health condition" that makes you unable to perform the functions of your job; or

e. Because of any "qualifying exigency" (as defined by the Secretary of Labor) arising out of the fact that your spouse, child, or parent is deployed on covered active duty in a foreign country (or has been notified of an impending call or order to covered active duty in a foreign country) in the Armed Forces, including the National Guard and Reserves.

2. Serious Health Condition. For purposes of this policy, "serious health condition" means an illness, injury, impairment or physical or mental condition that involves one of the following:

a. Hospital Care. Inpatient care in a hospital, hospice or residential medical care facility, including any period of incapacity relating to the same condition;

b. Absence Plus Treatment. A period of incapacity of more than three full consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition), that also involves either: (1) treatment two (2) or more times (within 30 days and provided the first visit takes place within seven (7) days of the first day of incapacity) by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services under orders of, or on referral by, a health care provider; or (2) treatment by a health care provider on at least one occasion which

results in a regimen of continuing treatment under the supervision of the health care provider (first visit to health care provider must take place within seven (7) days of the first day of incapacity);

c. Pregnancy. Any period of incapacity due to pregnancy, or for prenatal care;

d. Chronic Conditions Requiring Treatment. A chronic condition which: requires at least two (2) periodic visits for treatment per year by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider; which condition continues over an extended period of time; and may cause episodic rather than a continuing period of incapacity;

e. Permanent/Long-term Conditions Requiring Supervision. A period of incapacity which is permanent or long-term due to a condition for which treatment may be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider;

f. Multiple Treatments (non-chronic conditions). Any period of incapacity to receive multiple treatment (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three (3) full consecutive calendar days in the absence of medical intervention or treatment.

3. Qualifying Exigency Leave. If you are an eligible employee (as defined above), you are entitled to take up to twelve (12) weeks of unpaid FMLA leave for any qualifying exigency arising out of the fact that a military member is on covered active duty or called to covered active duty status in a foreign country. The leave described in this paragraph is available during a 12-month rolling period, and may be taken on an intermittent or reduced leave schedule basis. You will be required to provide a copy of the military member's active duty orders or other documentation issued by the military that indicates that the military member is on covered active duty or is called to covered active duty status in a foreign country and the dates of the military member's covered active duty service. Eligible employees may take all twelve (12) weeks of his/her FMLA leave entitlement as qualifying exigency leave or the employee may take a combination of twelve (12) weeks of leave for both qualifying exigency leave or any other qualifying reason listed above.

With respect to a Qualifying Exigency Leave:

a. A "military member" means your spouse, son, daughter, or parent who is on covered active duty or called to covered active duty status in any

foreign country in any of the Armed Forces, including a member of the National Guard or Reserves.

b. A "qualifying exigency" includes the following broad categories: (a) short notice deployment; (b) military events and related activities; (c) childcare and school activities; (d) parental care; (e) financial and legal arrangements; (f) counseling; (g) rest and recuperation; (h) post deployment activities, including reintegration activities, for a period of 90 days following the termination of active duty status; and, (i) additional categories that are agreed to by the employer and employee within this phrase.

c. The phrase "son or daughter" is defined as your biological, adopted, or foster child, stepchild, legal ward, or child for whom you stood in loco parentis, of any age for qualifying exigency leave, who is on active duty or called to active duty status who is of any age. (Note: This definition is different from other sections of this FMLA policy). If the exigency leave is to arrange for childcare or school activities of a military member's child, the military member must be the spouse, son, daughter or parent of the employee requesting the leave.

d. A "parent" means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to you when you were a son or daughter but it does not included "parents in law."

e. Parental care – eligible employees may take leave to care for a military member's parent who is incapable of self-care when the care is necessitated by the military member's covered active duty. Such care may include arranging for alternative care, providing care on an immediate need basis, admitting or transferring the parent to a care facility, or attending meetings with staff at a care facility.

f. Rest and Recuperation – eligible employees may take up to fifteen days to spend time with a military member on Rest and Recuperation leave, limited to the actual leave time granted to the military member and supported by the Rest and Recuperation leave orders or other appropriate documentation issued by the military setting forth the dates of the leave.

4. Military Caregiver Leave. If you have been employed by the County for at least twelve (12) months and have worked at least 1,250 hours during the 12-month period preceding the start of the leave, and you work at or report to a work site which has fifty (50) or more County employees within a 75-mile radius of that work site, and you are a spouse, child (of any age for military caregiver leave), parent or next of kin of a Covered Servicemember, as defined below, you are entitled to a total of twenty-six (26) workweeks of unpaid leave during a single 12-month period to care for the Covered Servicemember (including twelve (12) workweeks for any other FMLA qualifying reason). The leave described in this paragraph shall only be

available during a single 12-month period beginning as of the date the leave commences and ending 12 months after that date (and any unused amounts are forfeited).

Military Caregiver Leave may be permitted more than once if necessary to care for a different Covered Servicemember (or the same Servicemember with multiple or subsequent injuries or illnesses) up to a combined total of twenty six (26) workweeks in a twelve (12) month period. However, your total available leave time in any single 12-month period generally may not exceed a combined total of twenty-six (26) workweeks (including FMLA time off taken for any other reason); except as provided under the FMLA regulations. You will be required to timely submit a medical certification available from our FMLA Coordinator or an invitational travel order or authorization from the Department of Defense as a condition of receiving approved Military Caregiver Leave. NOTE: the 12 month computation period for this type of leave differs from the other types of FMLA leave.

With respect to Military Caregiver FMLA Leave:

a. A "Covered Servicemember" means (1) a member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness, or (2) a covered veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces, National Guard or Reserves at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy, and who was discharged or released under conditions other than dishonorable.[1]

b. "Outpatient status" means the status of a Covered Service Member assigned to a military medical treatment facility as an outpatient or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

c. "Next of kin" means the nearest blood relative of that individual (regardless of age) other than an employee's spouse, son or daughter. You are required to provide confirmation of the relationship upon request. The Servicemember may designate the blood relative who is considered his/her next of kin; otherwise, the following order generally will apply: blood relatives granted custody by law, brother/sister, grandparents, aunts/uncles, and then first cousins.

d. "Serious injury or illness" for a Current Servicemember means an injury or illness incurred by the Servicemember in the line of duty on active duty in the Armed Forces (or existed before the beginning of the Servicemember's active duty and was aggravated by service in the line of

[1] The time period between October 28, 2009 and March 8, 2013, is not counted in determining the five year period preceding a covered veteran's treatment, etc.

duty) that (i) may render the Servicemember medically unfit to perform the duties of the member's office, grade, rank or rating, or (ii) in the case of a veteran Servicemember, that manifests itself before or after the member became a veteran.

e. "Serious injury or illness" for a Covered Veteran means an injury or illness that was incurred or aggravated by the member in the line of duty on active duty in the Armed Forces and manifested itself before or after the member became a veteran, and is: (1) A continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating; OR (2) A physical or mental condition for which the covered veteran has received a VA Service Related Disability Rating (VASRD) of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for caregiver leave; OR (3) A physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service or would do so absent treatment; OR (4) An injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

5. Spouses Employed by the County. If your spouse also works for the County and you both become eligible for a leave under paragraphs 1a. or 1b. above, or for the care of a sick parent under paragraph 1c. above, the two of you together will be limited to a combined total of twelve (12) workweeks of leave in any rolling 12-month period. In addition, if you and your spouse both become eligible for a leave under the Military Caregiver Family Leave provision above or under a combination of the Military Caregiver Family Leave provision, paragraphs 1a. and 1b. above, or to care for your parent with a serious health condition under paragraph 1c above, the two of you together generally will be limited to a combined total of twenty-six (26) workweeks of leave in any single 12-month period.

6. Medical Certification. Any request for a leave under paragraphs 1c., 1d. or under the Servicemember Family Leave provision above must be supported by certification issued by the applicable health care provider or the Department of Defense. You are required to submit this information on the forms provided to you and available from the Human Resources Manager or on the Invitational Travel Orders or Authorizations provided to you by the Department of Defense.

You will be required to submit a new medical certification form for each leave year for a medical condition(s) that last longer than one year. Additionally, you are required to submit a recertification of an ongoing condition every six (6) months in connection with an absence where the duration of the condition is described as "lifetime" or "unknown".

At its discretion, the County may require a second medical opinion and periodic recertification to support the continuation of a leave or under paragraphs 1.c. and 1.d. (except as otherwise provided by the Department of Labor). If the 1st and 2nd opinions differ, a 3rd opinion can be obtained from a health care provider jointly approved by both you and the County (unless you accept the second opinion as determinative). A second medical opinion generally will not be requested for Military Caregiver Leave, but may be requested if the Certification is completed by a health care provider who is not affiliated with the DOD, VA or TRICARE.

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, the County asks that employees not provide any genetic information when responding to a request for medical certification regarding their own serious health conditions under this FMLA Policy. "Genetic information" as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

There is an exemption to GINA's limitation on the disclosure of family medical history when an employee requests a leave of absence under the FMLA due to a family member's serious health condition. In such situations, all information necessary to make the medical certification form complete and sufficient under the FMLA should be provided.

7. Intermittent Leave. If certified as medically necessary for the serious health condition of either you or your spouse, child or parent (Paragraphs 1.c. and 1.d., above), or to care for a Covered Servicemember if you are a spouse, child, parent or next of kin to the Covered Servicemember (Paragraph 3, above), leave may be taken on an intermittent or reduced leave schedule. Intermittent leave also may be taken if you qualify for leave because of a qualifying exigency as described in Paragraph 1e, above, subject to the submission of a certification prescribed by the Secretary of Labor. If leave is requested on an intermittent basis, however, the County may require that you transfer temporarily to an alternative position which better accommodates recurring periods of absence or to a part-time schedule, provided that the position offers equivalent pay and benefits.

8. Light Duty Work Assignments. While voluntarily performing in a light duty capacity, that time does not count against your 12 week FMLA allotment. In effect, your right to restoration is held in abeyance during the period of time that you are performing in a light duty capacity (or until the end of the applicable 12 month FMLA leave year if longer).

9. Notification and Reporting Requirements. All requests for leaves of absence must be submitted to your supervisor or the Human Resources Manager at least thirty (30) days in advance of the start of the leave, except when the leave is due to an emergency or is otherwise not foreseeable. If the leave is not foreseeable, you must provide notice as soon as "practicable," which generally means either the same day or the next business day that you learn of the need for leave, in the absence of any unusual circumstances. A delay in submitting an FMLA leave

request may result in a loss of FMLA protections and/or a delay of the start of your leave. Your supervisor will forward the request to the Human Resources Manager for approval.

You must respond to our questions relative to your leave request so that we can determine if the leave qualifies for FMLA protection; failure to do so may result in loss or delay of FMLA protections. If you are seeking leave due to an FMLA-qualifying reason for which the County has previously granted you FMLA-protected leave, *you must specifically reference the qualifying reason or need for FMLA leave at the time of your request to be away from work.* It is not sufficient to simply "call in sick" without providing additional information which would provide the County with reasonable cause to believe your absence/time away from work may qualify as an FMLA qualifying event. In all cases in which you are seeking leave under this policy, you shall provide such notice to the County consistent with the County's established call-in procedures so long as no unusual circumstances prevent you from doing so. Failure to comply with the call-in procedures may result in a delay or denial of FMLA protected leave.

You must make an effort to schedule a leave so as not to disrupt business operations. During the leave, you may be required to report periodically on your status and your intention to return to work. Any extension of time for your leave of absence must be requested in writing prior to your scheduled date of return to work, together with written documentation to support the extension. Your failure to either return to work on the scheduled date of return or to apply in writing for an extension prior to that date will be considered to be a resignation of employment effective as of the last date of the approved leave. Employees on leaves for their own serious health condition must provide fitness-for-duty releases from their health care provider before they will be permitted to return to work. Your maximum time on a leave of absence, all types combined, and including all extensions, cannot exceed a total of twelve (12) weeks in a rolling twelve month period, unless you are a spouse, child, parent, or next of kin on leave to care for a Covered Servicemember, in which case your leave can last for up to twenty-six (26) workweeks in a single twelve (12) month period (unless legally required otherwise).

An Employee shall not be granted a leave of absence for the purpose of seeking or taking employment elsewhere or operating a private business. Unauthorized work while on a leave of absence will result in disciplinary action, up to and including discharge.

A leave of absence will not affect the continuity of your employment. Your original date of employment remains the same for seniority purposes. However, you will not accrue any benefits during the period you are on a leave.

10. Employee Benefits During Family and Medical Leave of Absence. You will be permitted to maintain health and dental insurance coverage for the duration of the leave under the same conditions coverage would have been provided if you had remained actively at work. However, you must make arrangements for the continuation of and payment of insurance premiums before you go on leave status. If you do not return to work after the leave, or if you fail to pay your portion of the premiums, you will be required, under certain circumstances, to reimburse the County for the costs and expenses associated with insuring you during the leave.

11. Return From a Family and Medical Leave. If you return from your leave on or before being absent for twelve (12) workweeks in a rolling twelve (12) month period or twenty-

six (26) workweeks during a single twelve (12) month period if you took a leave under the Servicemember Family Leave provision, you will be restored to the same or to an equivalent position to the one you held when the leave started. Of course, you have no greater right to reinstatement or to other benefits and conditions of employment than if you had been continuously employed during the FMLA leave period. In determining whether a position is "equivalent" we would look at whether the position had substantially similar terms and conditions of employment and whether the position entails similar duties, skills, efforts, responsibilities, authority, privileges and status.

If the leave was due to your own serious health condition, you will be required to submit a fitness-for-duty certification from your health care provider in accordance with our normal policies and practices applicable to other leaves of absence, certifying that you are able to resume work and perform the essential functions of the job (either with or without a reasonable accommodation). A list of the essential job functions will be made available to you for compliance with this requirement prior to the County designating your leave as FMLA leave. If a reasonable job safety concern exists, you also may be required to provide a fitness for duty certification up to once every 30 days before returning from an intermittent or reduced schedule FMLA leave related to your own serious health condition. Generally, a returning employee will be permitted to return to work within two (2) business days of the County's receipt of a valid fitness for duty release.

If you fail to return to work at the expiration of your approved Family and Medical Leave, it will be considered to be a resignation of your employment with us. Likewise, an employee on FMLA leave who provides notice of their intent not to return to work upon expiration of a leave will lose their entitlement to FMLA leave and related benefits.

12. Coordination with Other Policies. You must substitute any accrued paid vacation days, personal time, and sick days (if you otherwise qualify) for unpaid leave under this policy, and any such paid time off must be taken concurrently with your Family and Medical Leave. If you otherwise qualify for disability pay, you will collect it at the same time you are on unpaid Family and Medical Leave.

Further, if you otherwise qualify for any other type of leave of absence, you must take that leave at the same time as you are taking your Family and Medical Leave. All time missed from work that qualifies for both Family and Medical Leave, and for workers' compensation (or any other type of lawfully allowed leave), will be counted toward your Family and Medical Leave. To receive any type of paid time off benefit while on FMLA leave, you are required to meet the County's conditions for taking the paid leave (although the County may in its discretion waive any procedural requirement for the paid leave in appropriate circumstances).

13. Anti-Retaliation Provisions. Be assured that no retaliation will be taken or tolerated against any employee who exercises his/her rights under our FMLA policy. If you feel that you have been the victim of any discrimination or retaliation under this Policy, you are encouraged to contact the FMLA Coordinator or County Administrator so that the matter can be promptly investigated and remedied as appropriate.

14. Compliance With Other Laws. In administering this FMLA Policy, the County complies with the Americans with Disabilities Act ("ADA") and any other relevant law. The County may approve a reasonable request for an extension of a leave of absence beyond the amount of leave provided by the FMLA, approve a leave of absence for an employee who does not qualify for FMLA leave, or otherwise modify this Policy, as a reasonable accommodation for a disability under the ADA.