

K# 6921

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Pages

GARAGE ATTENDANTS AGREEMENT

EXPIRES 07/30/06

THIS AGREEMENT effective the first day of August, 2002, by and between _____

(hereinafter referred to as the "Employer"), and EXCAVATING, GRADING, ASPHALT, PRIVATE SCAVENGERS, AUTOMOBILE SALESROOM GARAGE ATTENDANTS AND LINEN AND LAUNDRY DRIVERS, LOCAL UNION NO. 731, La Grange Park, Illinois, affiliated with the International Brotherhood of Teamsters, (hereinafter referred to as the "Union").

ARTICLE I - PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify wage schedules, hours of work, conditions of employment, and adjustment of complaints between the Employer and his Utility Employees, Garage Attendants, Drivers, Stockroom Attendants, Counterperson Apprentices and Counterpersons as herein classified, and for the further purpose of preventing strikes, lockouts and other disturbances, thus insuring and perpetuating harmonious relations between the Employer and the Employees.

ARTICLE II - UNION RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining representative for all regular full time and regular part time Utility Employees, Garage Attendants, Drivers, Stockroom Attendants, Counterperson Apprentices and Counterpersons as hereinafter classified and defined in Article III of this Agreement and referred to as "Employee" or "Employees".

Employees, who in the normal course of their duties are required to perform bargaining work a majority of their time, shall be covered under the terms and conditions of this Agreement.

Section 2. All present Employees who are members of the Union on the effective date of this subsection or on the date of execution of this Agreement, whichever is the later, shall remain members in good standing of the Union to the maximum extent permitted by law as a condition of employment. All present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members in good standing of the Union to the maximum extent permitted by law as a condition of continued employment on and after the 31st day following the beginning of their employment or on and after the 31st day following the effective date of this section or the execution date of this Agreement, whichever is the later. This provision shall be made and become effective as of such time as it may be made and become effective under the provisions of the National Labor Relations Act, but not retroactively. Any Employee who has failed to acquire or thereafter maintain membership in the Union to the extent of payment of the dues, initiation fees, and/or assessments uniformly required by the Union as a condition of acquiring or maintaining membership of the Union shall be terminated 72 hours after the Employer has received written notice certifying that membership has been and is

continuing to be offered to said Employee on the same basis as all other Employees, and that said Employee has had written notice and opportunity to make payment of all dues, initiation fees, assessments, re-initiation or reinstatement fees.

Section 3. The Employer shall deduct from the pay of all Employees all dues and initiation fees which have been authorized in writing by the member-employee concerned. The Union shall furnish the Employer with signed individual checkoff authorization cards which give the Employer the authority to make such payroll deductions. Moneys so collected shall be remitted to the Union not later than the twentieth (20th) day of the current month.

The Union shall indemnify the Employers and hold them harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, any action taken or not taken by the Employers for the purpose of complying with the provisions of this Section 3 or in reliance on any notice given by the Union to the Employers with respect to the Employee's membership status in the Union.

Section 4. A representative of the Union shall have the right to visit the premises of the Employer for the purpose of negotiating, adjusting complaints, enrolling new members, and to see that the Agreement is fully performed.

Section 5. When the Employer needs additional Employees, the Employer shall give the Union equal opportunity with all sources to provide suitable applicants, but shall not be required to hire those referred by the Union.

Section 6. The Employer will bargain with no other union with respect to this bargaining unit during the term of this Agreement and further agrees not to enter into any other agreements or contracts with its Employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

ARTICLE III - CLASSIFICATIONS

Section 1. Utility Employees. The term "Utility Employees" shall apply to employees who wax, shine, buff, wash vehicles or otherwise polish vehicles or who spray or otherwise apply paint shield, fabric shield, and undercoating to vehicles, occasionally drive vehicles for purpose of receipt and delivery, assist toward building maintenance or perform other semi-skilled tasks necessary to the Employer's operation. Utility Employees may also perform the duties described in Article III, Section 2.

Section 2. Garage Attendants. The term "Garage Attendants" shall apply to Employees who are hired to perform some or all of the following functions: moving, cleaning, fueling and washing vehicles, driving courtesy vehicles/shuttles, occasional parts pick up or delivery, or other miscellaneous assignments not normally performed by Utility Employees.

Section 3. Driver. (a) The term "Driver" shall apply, except for interdepartmental movement of vehicles and the operation of courtesy vehicles/shuttles, to any shop Employee designated by the Employer to operate a tow-truck, parts pick-up truck, motorcycle or any other vehicle used in the furtherance of the Employer's business.

(b) It is understood that the Employer may not have enough work to keep a driver continuously engaged in driving, in which case the Employer shall have the right to assign such driver or Employee to other and different work within his establishment.

Section 4. Any of the above classifications may be required to shovel snow.

Section 5. Stockroom Attendant. The term "Stockroom Attendant" shall apply to Employees of the Parts Department who unpack and store parts, pick up orders, perform general and miscellaneous labor in the Parts Department, or perform such other services as are required by the Employer not normally performed by Counterpersons or Counterperson Apprentices.

Section 6. Counterperson Apprentice. The term "Counterperson Apprentice" shall apply to Employees who assist at the counter under the supervision of the Parts Department Manager and Counterperson(s) in making sales to customers, filling requests of the Service Department, use catalogues, mark and store parts in the stockroom, keep records, make out sales slips, fill telephone orders and perform such other services as are required by the Employer.

Section 7. Counterperson. The term "Counterperson" shall apply to Employees of the Parts Department who make sales to customers, fill requests of Service Department, use catalogues, mark and store parts in the stockroom, keep records, make out sales slips, fill telephone orders and perform such other services as are required by the Employer.

Section 8. It is understood that Employees of any of the foregoing classifications may be transferred from one classification to another within the discretion of the Employer.

Section 9. Wherever in this agreement the masculine gender is used, it shall be deemed to refer equally to include the female gender.

Section 10. The Employer and the Union agree that there shall be no discrimination (as required by law) against any Employee because of race, color, creed, national origin, sex, age, disability or Union activity.

Section 11. Part Time Employees. Employees who work at least 1,536 hours in any anniversary year, or thirty-five (35) or more hours per week for three (3) consecutive workweeks, shall be covered under this Agreement in the appropriate classification and shall receive all the benefits of this Agreement. Payment of benefit contributions shall be made retroactive two (2) full calendar months (subject to the limitations under Article XVI Sections 1 and 2) from the date on which the Employee satisfies the hours worked requirements to be covered under this Agreement. Temporary part-time Employees employed only during the months of June, July,

and August, or during Christmas vacation (December 5 through January 5), shall be exempt from coverage under this Agreement. When a layoff is necessary, part-time Employees shall be laid off before, and recalled after, full-time Employees.

ARTICLE IV – WAGES

Section 1. Counter and Counter Apprentice Employees shall be paid as follows:

(a) **Hourly-only** Counter Employees with less than three (3) years seniority shall be placed on the counter apprentice schedule;

(b) **Hourly-only** Counter Employees with three (3) or more years seniority will be paid the following hourly rates:

Effective August 1, 2002	\$16.35
Effective August 1, 2003	\$16.80
Effective August 1, 2004	\$17.30
Effective August 1, 2005	\$17.90

(c) Counter Employees paid hourly or salary plus a commission, bonus and/or other incentive compensation shall retain their hourly rate and shall further receive the annual cents-per-hour increases set forth in Section 1.b. These Employees may not have their method of incentive compensation changed for the purpose of avoiding the hourly wage increases contained in this Agreement.

These Employees shall further be guaranteed monthly earnings equal to 173.3 times the applicable hourly rate in Section 1.b.

Counter Employees shall receive one check for hourly pay or salary and a separate check for commission, bonus or other incentive compensation.

(d) Counter apprentices will be paid the following hourly rates:

	<u>EFFECTIVE</u> <u>08/01/02</u>	<u>EFFECTIVE</u> <u>08/01/03</u>	<u>EFFECTIVE</u> <u>08/01/04</u>	<u>EFFECTIVE</u> <u>08/01/05</u>
New Hire Rate	\$11.40	\$11.75	\$12.00	\$12.40
6 months	\$11.90	\$12.25	\$12.50	\$12.90
12 months	\$12.40	\$12.75	\$13.00	\$13.40
18 months	\$12.90	\$13.25	\$13.50	\$13.90
24 months	\$13.40	\$13.75	\$14.00	\$14.40
30 months	\$13.90	\$14.25	\$14.50	\$14.90
36+ months	\$16.35	\$16.80	\$17.30	\$17.90

Section 2.(a) Driver and Utility Employees will be paid the following hourly rates:

	<u>EFFECTIVE</u> <u>08/01/02</u>	<u>EFFECTIVE</u> <u>08/01/03</u>	<u>EFFECTIVE</u> <u>08/01/04</u>	<u>EFFECTIVE</u> <u>08/01/05</u>
New Hire Rate	\$ 9.55	\$ 9.85	\$10.25	\$10.60
6 months	\$10.00	\$10.25	\$10.60	\$11.00
12 months	\$10.50	\$10.75	\$11.10	\$11.55
18 months	\$11.00	\$11.25	\$11.60	\$12.00
24 months	\$11.50	\$11.75	\$12.10	\$12.50
30 months	\$12.00	\$12.25	\$12.60	\$13.00
36+ months	\$13.65	\$14.05	\$14.50	\$15.00

(b) Garage Attendants and Stockroom Attendants with less than three (3) years seniority will be paid the following hourly rates:

New Hire Rate.....	\$7.25
6 Months.....	\$7.50
12 Months.....	\$7.75
18 Months.....	\$8.25
24 Months.....	\$8.50
30 Months.....	\$8.75
36 Months.....	\$9.25

(c) Garage Attendants and Stockroom Attendants with three (3) or more years seniority will be paid the following hourly rates:

Effective August 1, 2002.....	\$ 9.25
Effective August 1, 2003.....	\$ 9.50
Effective August 1, 2004.....	\$ 9.75
Effective August 1, 2005.....	\$10.00

(d) In hiring experienced Employees, the above wage rates shall prevail.

Section 3. An Employee working in a classification other than Garage Attendant or Stockroom Attendant who becomes a Garage Attendant or Stockroom Attendant for the same Employer shall suffer no reduction in pay.

Section 4. Any Employee who received more compensation than the minimum wage scales set forth in the previous contract shall suffer no reduction in compensation and shall, in addition, receive the negotiated hourly increases set forth in this Agreement.

Section 5. The Employer reserves the right to employ flat rate or other incentive systems of work on any of the foregoing classifications.

Section 6. All labor performed by the Utility Employees on either a flat rate basis or an hourly rated basis, which is found to be unsatisfactory labor, shall be done over in a satisfactory manner by the Employee or Employees doing the work in the first instance, and in the case of flat rate work, without further pay or charge therefor. Time consumed on work done over shall be included in the minimum weekly guarantee.

Section 7. There shall be no arbitrary cutbacks by the Employer on the current flat rate percentage used on the hourly rates, guarantees, overalls, or other monetary items. However, if the Employees employed within the affected classification agree by majority vote and with approval of the Union to such cutbacks, this is permissible.

Section 8. An Employee discharged for just cause shall be paid all wages earned at the time of his discharge or not later than what would have been his next scheduled workday, providing he has returned to the Employer the Employer's work uniforms.

Section 9. If the Employer requires the Employee to travel, and to stay overnight in connection with such travel, the Employer shall reimburse the Employee for reasonable and customary travel expenses.

ARTICLE V - WORKWEEK

Section 1. Employees hired on or after August 1, 1995 can be placed on a five (5) day workweek, Monday through Saturday. Employees hired for this workweek shall have this documented in writing, and their shift will be in effect for a minimum of sixty (60) days. These Employees shall be given a minimum of seven (7) days notice of any change in shift, workweek or days off. Any newly hired Employee working this workweek will be given the opportunity, by seniority, to change to a Monday through Friday or a Tuesday through Saturday workweek if one should become available.

Section 2. For Employees hired prior to August 1, 1995, there shall be two (2) workweeks which the Employer may employ at its option: One of forty (40) hours at straight time, Monday through Friday inclusive; and the other of forty (40) hours at straight time, Tuesday through Saturday, inclusive. The Employer may employ some Employees on one of these schedules and the rest of its Employees on the other schedule on a seniority pick basis per schedule. When an opening becomes available on a different shift schedule, and the Employee has requested to change schedules in writing, the Employer will give the Employee a chance to change. Employees with the greatest seniority shall have the preference of choosing their workweek and the work shift.

Section 3. When an Employer determines that a job vacancy or opening exists, prior to filling that vacancy or opening on a different work shift, the Employer shall first post a notice on the bulletin board explaining the job classification, rate of pay and the hours of work regarding the position to be filled.

Any employee interested in filling the vacancy must make the request to the Employer and the Union in writing. Seniority shall be the governing factor. Employees with greater seniority shall be granted preference regarding the selection of workweek and work shift, provided that they possess the skill and ability to perform the job duties.

ARTICLE VI - HOLIDAY WEEK

Section 1. When any one of the following holidays occurs, Employees who have passed their probationary period and who regularly work a full workweek shall receive a full day's pay for such holiday although not worked, even though it falls outside of their regular workweek, and even though such holiday falls during their vacation period, providing they have worked the last scheduled full workday before and the first scheduled full workday after such holiday. Holiday pay shall be the number of straight-time hours they ordinarily work in one full day times the hourly rate of their given classification:

New Year's Day
Memorial Day
Fourth of July
Labor Day
Birthday Holiday

Thanksgiving Day
Day Before Christmas Day
Christmas Day
Day Before New Year's Day

Whenever the day before Christmas and the day before New Year's falls on a Sunday, it shall be treated as a Saturday holiday.

Section 2. When any of the above holidays falls on a Saturday, the Employer shall specify by Wednesday preceding the holiday whether Friday shall be the regular workday or regarded as a paid holiday.

Section 3. When any of the above holidays falls on Sunday, the following Monday shall be observed as the holiday.

Section 4. Employees do not qualify for a birthday holiday unless they have a minimum of one (1) year service with the Employer.

Section 5. Every Employee with a minimum of one (1) year service has the option of trading Martin Luther King's Birthday or Cinco De Mayo for their own birthday, provided the Employee gives the Employer a thirty (30) day notice of their desire to make such a trade.

Section 6. Personal Day. Every Employee covered by this Agreement shall receive one (1) paid personal day each contract year, which shall be selected by seniority. Employees must be employed as of August 1 each year to be eligible for the personal day. The Employee shall notify the Employer of his personal day at least two (2) working days prior to taking off such personal day. An unused personal day will be paid at the end of the contract year (July 31), or at the Employee's resignation and/or termination.

ARTICLE VII - OVERTIME

Section 1. Time-and-one-half the straight-time hourly rates of pay shall be paid to Employees for all hours worked in excess of forty (40) hours per week or their flat rate earnings while on overtime or their incentive earnings while on overtime, whichever is the greater.

Section 2. The Employer shall give Employees at least 24 hours notice of weekend or holiday overtime work, unless an emergency or reasons beyond the Employer's control prevents the Employer from doing so.

Section 3. Time-and-one-half the straight-time hourly rate of pay shall be paid for work performed on Sunday.

Section 4. When work is performed on any of the named holidays, except the Birthday Holiday, as set forth in Article VI, the Employees will be paid time-and-one-half their straight-time hourly earnings rate of pay in addition to their regular holiday pay. When work is performed on the Birthday Holiday, the Employee will be paid their straight-time hourly rate of pay in addition to their regular holiday pay.

Section 5. Any Employee covered by the terms of this Agreement who may be assigned to flat rate work or any work on an incentive nature, shall not be paid overtime except if their incentive earnings shall not be equal to their regular hourly rate of pay including overtime, as set forth in Article IV of this Agreement.

Section 6. It is understood, however, that overtime shall be worked only at the discretion of and upon the authority of the Employer.

Section 7. There shall be no pyramiding of overtime pay under the terms of this Agreement, and under no circumstances will more than one basis of calculating overtime pay be used for the same hours.

Section 8. Where the workweek is reduced because of a holiday or holidays as provided herein, time-and-one-half will be paid for work performed after thirty-two (32) hours in that given workweek, and after twenty-four (24) hours during a given workweek where two (2) holidays occur during that given workweek, providing (1) that the Employee works in full the remaining scheduled workdays during that workweek, and (2) that the Employee is eligible and qualifies for the holiday pay involved.

ARTICLE VIII - GUARANTEES

Section 1. Employees being paid on the straight-time hourly basis shall be guaranteed weekly compensation equal to their straight-time hourly rates of pay on the basis of forty (40) hours per week. Employees being paid on a flat rate basis shall be guaranteed forty (40) times the hourly rate for their classification per week. These guarantees shall not be reduced because of the

occurrence of a holiday during the workweek providing Employees work the scheduled workday before and the scheduled workday following such holiday. There shall be no duplication of guarantee and holiday pay for a holiday that falls within the workweek.

An Employee reporting to work on a scheduled workday at their scheduled starting time shall be guaranteed eight (8) hours' pay for that day.

Section 2. It is understood that the guarantee shall be reduced proportionately when Employees of their own accord and without the fault of the Employer shall not work a full week of forty (40) hours, when this constitutes their regular workweek plus any permissible time allowed to be worked without penalty of overtime payment as defined in Article VII, Section 1, of this Agreement. The guarantees provided in this Article shall not apply in the event of power failure, breakdown of utilities, floods, storms, riots, strikes, fires, or other Acts of God which interfere with work being performed.

Section 3. The weekly guarantee shall not apply to Employees who quit the employment of the Employer, or to any Employees who consistently take time away from work during their regular working hours without the permission of their supervisors, or to Employees who shall be discharged for cause. It is mutually understood, however, that discharge for cause shall be subject to the joint examination of the Employer and the Union according to the Grievance Procedure of this Agreement.

ARTICLE IX – SENIORITY

Section 1. Seniority, as the term is used herein, means the length of continuous service of a regular full-time Employee from the date of last employment in the bargaining unit as a regular full-time Employee.

Section 2. In the event of a decrease or an increase in the number of Utility Employees, Garage Attendants, Drivers, Stockroom Attendants, Counter Apprentices and Counterpersons, as herein classified, employed by the Employer, the following provision shall govern.

If Employees are relatively equal in ability, those with less seniority shall be laid off first, and shall be called back to work in the reverse order of that in which they are laid off.

Section 3. When a layoff of Employees becomes necessary, the Employer of Employees may request that the Employees accept a reduced workweek in lieu of layoffs. If the Employees employed within the affected classification agree by a majority vote and with approval of the Union to such reduction in hours, the reduction shall be permissible. The vote shall be final and binding for thirty (30) working days.

Section 4. Promotions shall be made by the Employer within its sole discretion, but in making such promotions, they shall consider seniority, as well as ability, efficiency, knowledge, skill and training.

Section 5. Voluntarily leaving the employ of the Employer, discharge for cause, or six (6) months unemployment as the result of a layoff or leave of absence shall break the seniority of any Employee, except, however, that where agreed to by both the Company and the Union, individual consideration may be given to the case where such employment has been interrupted by sickness or disability. Reinstatement after a layoff or a leave of absence of less than six (6) months' duration, shall restore previous seniority rating. Utility Employees, Garage Attendants, Drivers, Stockroom Attendants, Counter Apprentices and Counterpersons, as herein classified, shall not be considered regular employees until they have worked thirty (30) days. During this period, they shall be without seniority status, but if their employment continues beyond thirty (30) working days, their seniority shall commence as of the day they last entered the employ of the Employer.

Section 6. Any Employee, as herein classified, who shall fail, for any reason, to report within five (5) days after being notified to return after the layoff and who does not, within the same time, present to the Employer a satisfactory reason for their failure to report, shall be considered as having voluntarily terminated their employment with the Employer.

Any of the above Employees who take time off on their own and do not inform their supervisors of their absence can be subject to dismissal.

Section 7. A new Employee will be considered a probationary Employee for a period of thirty (30) working days after their most recent date of hire by the Employer. A probationary Employee may be terminated at the sole discretion of the Employer without recourse to the grievance and arbitration provisions of this Agreement.

Section 8. The Employer shall maintain a Company seniority list of all Employees at each location covered by this Agreement. Correct copies shall be posted at each location at intervals of not less than every four (4) months, with a copy being sent to the local Union Business Representative.

ARTICLE X - VACATIONS

Section 1. A regular Employee shall receive one (1) week vacation with pay for one (1) years' service; two (2) weeks vacation with pay for two (2) years' service; three (3) weeks vacation with pay for eight (8) years' service; and four (4) weeks vacation with pay for fifteen (15) years' service.

Section 2. Eligibility for vacation shall begin with the last hiring date of continuous employment for each individual Employee and each year of eligibility shall start from such date.

Section 3. If an Employee is employed less than one (1) year and they quit on their own accord, they shall forfeit their vacation pay, but if they have been laid off for any reason other than discharge for just cause, they shall receive one-half (½) days' pay for each month employed, beginning with the third month following their employment.

Section 4. Any Employee employed for one (1) or more years, whose employment is terminated for any reason whatsoever, shall receive payment for vacation time earned but not taken. For each month such Employee has worked since they became entitled to receive their last preceding annual vacation, they shall be paid one-twelfth (1/12th) of the annual vacation pay which they would have been entitled to receive had their employment not been terminated; provided, however, if such Employee quits of their own accord, they shall first have given one (1) weeks' written notice of their intent to quit.

Section 5. The Employer shall establish a vacation schedule prior to May 1st of each year; and the Employees shall select their vacation periods according to seniority, and take them at any time during the year, provided that the vacations do not interfere with the orderly operation of the business. If an Employee elects to split their vacation, their right of selection based upon seniority shall apply as to only one portion of the split vacation designated by them.

Section 6. An Employee's regular straight-time hourly rate for vacation purposes shall be that rate in their classification which is required to be paid under the terms of this Agreement, but not less than the minimum rate as provided in Article IV.

Section 7. Vacation pay shall be paid to Employees before they take their vacations.

Section 8. In order to qualify for vacation benefits, an Employee must work 1,536 straight-time hours in the twelve (12) months immediately preceding their last anniversary. Time off for vacations, holidays, and compensation for Worker's Compensation Leave shall count as time worked for the purpose of this section.

ARTICLE XI - GRIEVANCES

In order to provide an orderly method of handling and disposing of all disputes, misunderstandings, differences or grievances arising between the Employer and the Union or the Employees covered by this Agreement as to the meaning, interpretation, and application of the provisions of this Agreement, such differences shall be settled in the following manner, except as herein otherwise provided:

Section 1. An aggrieved Employee shall first take up the grievance with their immediate supervisor. Any Employee who fails to make their complaint in writing to the Employer and a copy to the Union within five (5) working days of the occurrence of the alleged grievance, shall have no recourse under the Grievance Procedure of this Agreement.

Section 2. If the grievance is not adjusted at this level, the Union may, at its election, submit the grievance within ten (10) days from the Employer's written denial of the grievance to a Labor-Management Committee composed of two (2) union representatives and two (2) Employer representatives who are signatories to this Agreement. The Labor-Management Committee will meet every other month or more frequently, if mutually agreed. If the Labor-Management Committee fails to meet within sixty (60) days of a written request by the Union for such a

meeting, the Union may, at its option, submit the matter to final and binding arbitration. The Labor-Management Committee shall hear the grievance, and its majority decision shall be final and binding on the Employer concerned, the Union, and the Employees involved.

Section 3. If the Labor-Management Committee is deadlocked on the disposition of the grievance, then the Union's Executive Board or the Employer may elect to submit the grievance to arbitration by notice in writing to the other party within thirty (30) days from the date of their written decision, or the right to arbitration shall be deemed to be abandoned.

In the event a grievance is referred to arbitration, representatives of the Employer and the Union shall meet to select the arbitrator. If the parties are unable to agree on an arbitrator within seven (7) working days after written notice of the referral to arbitration has been served, then the parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators who are members of the National Academy, whose office is in the Chicago Metropolitan Area. The winner of a toss of a coin shall determine who shall strike the first name and the parties shall strike alternately with each party striking three (3) names, and the person whose name remains shall be the arbitrator.

The arbitrator shall decide only the grievance submitted by applying the express language of this Agreement, and shall have no authority to add to, subtract from, modify, or amend this Agreement.

The arbitrator's duly rendered decision shall be final and binding on the Employer, the Union, and the Employees involved. The arbitrator's fee and expenses shall be borne equally by the Employer and the Union.

Section 4. An Employee shall not be able to recover payment for an alleged violation of contract which occurred prior to sixty (60) days preceding the date of the filing of a grievance.

Section 5. The Union, in the redress of alleged violations by the Employer of this Agreement, shall be the exclusive representatives of the interests of each Employee covered by this Agreement and only the Executive Board of the Union or their designated representative shall have the right to assert against the Employer any claim, proceeding or action alleging a violation of this Agreement or claiming a right under this Agreement. No Employee or former Employee shall have any right under this Agreement in any claim, proceeding, action or otherwise on the basis or by reason of any claim that the Union or any Union officer or representative of the Executive Board has acted or failed to act relative to presentation, prosecution, or settlement of any grievance or other matter as to which the Union or any Union Officer or representative has authority or discretion to act or not to act under the terms of this Agreement.

Section 6. In consideration of Article XI, Section 1, the Union agrees that it will not strike, engage in slowdowns or other stoppages of work, nor establish a picket line at or around the Employer's place of business for any reason whatsoever for the duration of this Agreement except as may be herein otherwise provided.

Section 7. (a) The Union may file a grievance in writing by mailing same to the parties involved within sixty (60) days of its occurrence; and if it cannot be resolved between the parties within twenty (20) days, the party filing the grievance within ten (10) days thereafter, may submit the grievance to the Labor-Management Committee as designated in Section 2 above. The Labor-Management Committee shall hear the grievance, and its majority decision shall be final and binding on the Employer and the Union.

(b) If the Labor-Management Committee is deadlocked on the disposition of the grievance, either of the parties involved may submit the grievance to arbitration pursuant to the provisions of Section 3 above.

ARTICLE XII – STRIKES AND LOCKOUTS

Section 1. It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an Employee refuses to go through or work behind a picket line, which has been authorized or sanctioned, with written notice to the Employer, by Teamsters Local 731 I.B. of T., and/or Teamsters' Joint Council No. 25, I.B. of T.

Section 2. It shall be a violation of this Agreement for Employees of the Employer represented by the Union to refuse to go through or work behind a picket line not authorized or sanctioned by Teamsters' Local 731, I.B. of T., and/or the Teamsters' Joint Council No. 25, I.B. of T.

ARTICLE XIII – MANAGEMENT RESPONSIBILITY

Section 1. It is mutually understood and agreed that nothing in this Agreement shall deprive the Employer of full responsibility for the operation of its business, including the authority to employ any person they may choose to employ, to discharge any Employee found to be unsatisfactory or to discipline Employees, subject only to Article II and Article XIII of this Agreement.

Section 2. It is understood that Employees who are discharged will be told of this fact at the time they are discharged. The Employer will also notify the Union in advance of such discharges when, in their judgment, this is possible. This is not to be construed to mean that the Employer does not have the right to discharge an Employee without prior notice to the Union. It only means that if the situation is such that the Employer may consistently do so, they will inform the Union before taking such action.

Section 3. Discharge or Suspension. The Employer shall not discharge or suspend any Employee without just cause, but in respect to discharge or suspension, shall give at least two (2) warning notices to the Employee in writing and a copy of the same to the Union. Any warning note shall be considered null and void twelve (12) months after the date of its issuance. No warning notice need be given to an Employee before he is discharged if the cause of such discharge is dishonesty, possession, use, selling, transporting, or being under the influence of alcoholic beverages, marijuana, narcotics and/or controlled substances while on duty, carelessness resulting in serious accident while on duty, carelessness resulting in bodily injury to another person; criminal acts on the Employer's premises; gross insubordination; harassing or

discriminatory conduct (as referenced in Article III, Section 10) toward other employees, customers, vendors and guests; failure to promptly report an accident while on duty to the Employer, failure to promptly report to the Employer that their driver's license has been suspended or revoked where driving is a condition of employment, carelessness resulting in serious equipment damage to the Employer's property while on duty, physical assault including customers while on duty, or refusal to take a toxicological test where the Employer has reasonable suspicion that such Employee is under the influence while on duty. Discharge must be by proper written notice to the Employee and the Union. Written notices shall be served upon the parties by deposit in the United States Mail.

Section 4. Disciplinary warning letters will be provided to the Employee within ten (10) working days of the date the Employer knew or should have known of the events which the Employer considers to be grounds for the disciplinary action, except that this ten (10) day period may, upon written notice to the Union, be extended if necessary due to the absence of a necessary management official or to complete an investigation into the events at issue.

Section 5. If an Employee feels a warning is undeserved, he or she may, within five (5) working days after receipt of the letter and in lieu of filing a formal grievance, submit a letter of rebuttal/protest to the Company (with a copy to the Union) which will be attached to the warning letter. No further action need be taken by the Union or the Employee on the warning letter, unless further discipline is used against the Employee within twelve (12) months of the date of the warning notice. However, the Employer may, upon receipt of the Employee's letter of rebuttal/protest, demand that the matter proceed immediately through the grievance process.

In the event further disciplinary action is taken by the Employer against the Employee and proceeds through the grievance process, the grievance panel will be authorized to consider the prior discipline, evidence supporting such discipline and the rebuttal letter.

In the event an Employee fails to submit a letter of rebuttal/protest within the time period set forth above, the disciplinary action will be deemed to be valid and may not be challenged at a later date.

The foregoing procedure does not prevent an Employee from filing a formal grievance regarding any disciplinary action taken.

Section 6. Prior to the introduction and implementation of Company work rules, the Employer shall submit the work rules to the Local Union. In the event of any modifications to any existing work rules, the Employer shall notify the Union prior to the effective date of such changes and the Employees will be likewise advised before they will become effective.

Section 7. It is understood that the Employer may continue to subcontract bargaining unit work which the Employer has customarily subcontracted and any work which the Employer determines to subcontract in the future during the term of this Agreement, provided that such subcontracted work must be done off the Employer's premises. It is understood that such subcontracting will not be done if this would cause the Employer's Employees who are capable of doing the work to suffer loss of normal earnings. This does not mean that the Employer may

not close a department of its service activity and lay off Employees who worked in that department according to the seniority provisions of this Agreement if they determine that continuing to operate that department is not economically feasible. Where the Employer decides to close a department, they will give at least thirty (30) days' notice to the Employees who normally work in that department.

Section 8. The Employer will bear one-half (½) of the cost of coveralls or uniforms per week, and the Employer will determine the number of suits to be used.

ARTICLE XIV – JURY DUTY

Any regular full-time Employee who has completed their probationary period who is called to and serves as a juror shall be compensated for the difference between payment received for such jury duty (not including travel allowance or reimbursement of expenses), and the payment they would have received at their hourly rate for the straight-time hours on a regular scheduled workday on which the Employee otherwise would have been scheduled to work for the Employer and does not work. Compensation to an Employee under this Article is limited to up to eight (8) hours per day and up to forty (40) hours per week, and covers a maximum of two (2) weeks (80 straight-time hours), as described above, in any one calendar year. There shall be no duplication of payment to which an Employee might otherwise be entitled under this Agreement.

ARTICLE XV – NATIONAL GUARD EMERGENCY DUTY

A regular full-time Employee, who has completed their probationary period, who is required to be absent on a regularly scheduled workday as a result of being required to perform National Guard Duty, shall be paid the difference between their regular straight-time hourly rate and the amount the Employee receives from the National Guard (not including travel, subsistence, and quarters allowance). Such pay shall be based on the number of days such Employee would have worked had the Employee not been on National Guard duty up to eight (8) hours a day, and up to five (5) days a week, for a maximum of two (2) weeks (80 hours) (including any holiday in such two weeks which the Employee would not have worked) in any one (1) year of this Agreement.

ARTICLE XVI – HEALTH/WELFARE AND PENSION

Section 1. The Employer, beginning thirty (30) days after an Employee is employed, shall, effective August 1, 2002 pay to the GARAGE ATTENDANTS LOCAL UNION NO. 731 HEALTH AND WELFARE FUND (hereinafter called "Health and Welfare Fund"), the sum of ninety-nine dollars and fifteen cents (\$99.15) per week for each covered Employee employed during the calendar week.

If at any time during the second year of the existing labor agreement (August 1, 2003, to and including July 31, 2004), the total assets of the Health and Welfare Fund falls below five million dollars (\$5,000,000.00), the Employer shall be required to make an additional contribution of up to thirteen dollars (\$13.00) per week for each covered Employee as necessary to maintain the

existing benefits and the current \$5,000,000.00 reserve. The increased payment shall be due following receipt of seven (7) days' written notice from the Health and Welfare Fund to the contributing Employer.

If at any time during the third year of the existing labor agreement (August 1, 2004, to and including July 31, 2005), the total assets of the Health and Welfare Fund falls below five and one-half million dollars (\$5,500,000.00), the Employer shall be required to make an additional contribution of up to thirteen dollars (\$13.00) per week for each covered Employee as necessary to maintain the existing benefits and the current \$5,500,000.00 reserve. The increased payment shall be due following receipt of seven (7) days' written notice from the Health and Welfare Fund to the contributing Employer.

If at any time during the fourth year of the existing labor agreement (August 1, 2005, to and including July 31, 2006), the total assets of the Health and Welfare Fund falls below six million dollars (\$6,000,000.00), the Employer shall be required to make an additional contribution of up to thirteen dollars (\$13.00) per week for each covered Employee as necessary to maintain the existing benefits and the current \$6,000,000.00 reserve. The increased payment shall be due following receipt of seven (7) days' written notice from the Health and Welfare Fund to the contributing Employer.

Section 2. The Employer, beginning thirty (30) days after an Employee is employed, shall pay to the Local Union No. 731 Private Scavengers and Garage Attendants Pension Fund (hereinafter call the "Pension Fund"), effective August 1, 2002 the sum of eighteen dollars (\$18.00) for each Employee employed during each calendar week. Effective August 1, 2003 the sum of nineteen dollars (\$19.00) shall be paid for each Employee employed during each calendar week. Effective August 1, 2005 the sum of twenty dollars (\$20.00) shall be paid for each Employee employed during each calendar week.

Section 3. Employees who are covered with the Employer's Life and/or Hospitalization and or Health Insurance and/or Profit Sharing Plan and/or Pension Plan, at the time the Employer enters into its first agreement with the Union, shall have the option of remaining in said Plan by stating in writing their desire to remain in said Plan or Plans, and by filing a copy of said statement with the Employer and with the Union; and in such cases, while the Employees are contributed for by the Employer in said Plan or Plans, the Employer shall not be obligated to pay contributions to Garage Attendants Local Union No. 731 Health and Welfare Fund and/or Local Union No. 731 Private Scavengers and Garage Attendants Pension Fund. The option of remaining in the Employer's benefit plans can be exercised only once, when the Employer enters into its first agreement with the Union. It may not be exercised in subsequent agreements, nor may it be exercised by Employees that the Employer failed to identify and report during the term of this Agreement.

However, any of said Employees who initially elect to remain in an Employer Plan may later elect, in writing, at any time, to withdraw from any and all of said Employer's Plans by filing a copy of said statement with the Employer and with the Union.

The Employer shall be obligated to contribute in regard to such Employees in the amounts provided in this Collective Bargaining Agreement to Garage Attendants Local Union No. 731 Health and Welfare Fund, if:

- a. Such Employees fail to file a written copy with the Employer and with the Union of their option to remain in the Employer's Plan or Plans; or
- b. Such Employees having exercised the written option aforesaid to remain under the Employer's Plan or Plans, have withdrawn from the Employer's Plan or Plans, as provided above; or
- c. After such Employees having exercised the written option aforesaid to remain under the Employer's Plan or Plans, the Employer ceases covering them with the Employer's Plans.

Where an Employee exercises the right to participate in the Garage Attendants Local Union No. 731 Health and Welfare Fund, the Employer shall also continue coverage of the Employee under the Employer's aforementioned plans for a period of two (2) additional complete calendar months, or until coverage of the Employee commences under the Local Union Fund Plan, whichever comes first.

Section 4. The Employer shall also submit a Remittance Report in a form to be furnished by the Administrators of the Health and Welfare and Pension Funds, showing the name of each Employee employed during the period for which the report is made, irrespective of whether any contributions are made for such Employee, the date such Employee was hired, re-employed, laid-off or terminated, the social security number of each new Employee, the period of time for which the report is made, the amount contributed on behalf of each Employee, and the reason no contributions have been made, if such is the case. The Remittance Form and contributions shall be submitted each month to the Administrator of each Fund not later than the twentieth (20th) day of the month following the month for which contributions are due.

Section 5. In the event an Employee becomes sick or sustains an injury not arising out of or in the course of his employment, the Employer shall continue to make the specified contributions to the Health and Welfare and Pension Funds for the period of time such Employee is off work, not to exceed four (4) full guaranteed weeks, following the week in which sickness or injury occurred. The Employer shall make contributions as provided in Sections 1 and 2 above during an Employee's regular vacation period.

Section 6. In the event an Employee sustains an injury or occupational disease arising out of and in the course of their employment, the Employer shall continue to make the specified contributions to the Health and Welfare and Pension Funds, commencing with the first full guarantee week following the occurrence or onset of such accidental injury or occupational disease, and continuing during the period of Temporary Total Disability as that period of time is determined by agreement between the Employer and the Employee or until a settlement, under the Workers' Compensation Act is made, or in the event of no agreement and no settlement for the period of time that Temporary Total Disability is found to have existed by the Industrial

Commission of Illinois, but in no event shall the Employer be required to continue contributions under this Section 6 for a number of weeks greater than the weekly indemnity period provided by the Health and Welfare Plan then in effect.

Section 7. No contributions to the Pension Fund or the Health and Welfare Fund shall be required on behalf of any Employee who is on leave of absence.

Section 8. The Employer hereby confirms and ratifies the appointment of the Employer Trustees of the Health and Welfare Fund and confirms and ratifies the appointment of the Employer Trustee of the Pension Fund, together with their successors designated in the manner provided in the Health and Welfare Fund Agreement and the Pension Trust Fund Agreement, respectively. The Employer agrees that it is bound by and is a party to the Trust Agreements creating the Health and Welfare Fund and the Pension Fund, and all prior and subsequent amendments thereto, as if it had signed the original copy of each of the said Trust Agreements, both of which said Agreements being incorporated herein by reference and made a part hereof. The Employer agrees to be bound by all action taken by said Employer Trustees pursuant to the said Agreement and Declaration of Trust, as amended from time to time.

Section 9. The Employees and the Employer shall continue any life insurance currently in effect by agreement between them on the present basis, if available, and if the Employee so desires.

ARTICLE XVII – HEALTH/WELFARE AND PENSION MISCELLANEOUS

Section 1. Notwithstanding any other provision of this Agreement to the contrary, if the Employer fails or refuses to remit the monthly Health and Welfare Fund or Pension Fund contributions herein provided within twenty (20) days after a notice of delinquency is mailed to the Employer via certified mail, by the Administrator of the Health and Welfare Fund or the Pension Fund, then in such event, the Union, without the necessity of giving any other or further notice, shall have the right to strike or take such other action as it shall deem necessary or appropriate during the period that any delinquency shall continue, and it is further agreed that in the event any such action is taken by the Union, the Employer shall be responsible to the Employees for any losses of any Health and Welfare Fund or Pension Fund benefits resulting therefrom.

Section 2. Notwithstanding any other provision of this Agreement to the contrary, if the Employer fails or refuses to remit to the Union the dues and initiation fees which the Employer has been authorized and directed to deduct as provided in Article II, Section 3, within twenty (20) days after a Notice of Delinquency is mailed via certified mail to the Employer by the Union, then, in such event, the Union, without the necessity of giving any other or further notice, shall have the right to strike or take such other action as it shall be necessary or appropriate during the period that any delinquency shall continue.

Section 3. (a) The Union shall not have the right to strike as herein provided, if, prior to taking such action, the Union and the Administrator of each Fund are notified in writing by certified mail, return receipt requested, by the Employer that a dispute exists concerning the amount of or liability for such contributions or remittances, specifically stating the basis for the dispute.

(b) If the dispute is not settled in thirty (30) days, either the Union, the Employer or the Administrator of either of said Funds, may request in writing a hearing with the Employers Employee Relations Council for the Labor Committee of the Chicago Automobile Trade Association of which the Employer is a member.

(c) If the dispute is not settled within thirty (30) days from the date of the aforesaid request for a hearing with the said Labor Committee, either the Union, the Employer, or either of the Administrators of said Funds may request in writing that the dispute be submitted to an arbitrator as provided in Article XI, Section 3.

(d) An Employer who is not a member of the Employer Employee Relations Council for the Labor Committee of the Chicago Automobile Trade Association shall omit Section (b) above.

Section 4. Payments to Employees' Pension Fund shall be made as per Agreement, with the following exceptions:

a. When an Employee is absent from work and is presumed to be off sick or injured, such sickness or injury not incurred in their regular employment, the Employer shall not be required to continue to make the appropriate weekly contributions for said Employee "for a period of four weeks," as stated in the Agreement, unless said Employee is being paid under Local Union No. 731 Welfare Plan with the required doctor's certificate stating said Employee is sick or injured and is under doctor's care. The Employer shall inquire as to the circumstances in each case.

b. When an Employee takes time off on their own, other than their regular vacation, the Employer shall not be obligated for Pension Fund payments for the week or weeks such Employee is absent from work.

Section 5. Nothing herein shall prevent the Garage Attendants Local Union No. 731 Health and Welfare Fund, the Local Union No. 731 Private Scavengers and Garage Attendants Pension Fund or the Union from filing suit to collect unremitted contributions or dues required under this Agreement.

ARTICLE XVIII - BEREAVEMENT PAY

In the event of a death in the immediate family of a regular full-time Employee who has completed their probationary period, the Employee shall be given three (3) days off with up to eight (8) hours' straight-time pay for each such day, providing the Employee has attended the funeral, presented their Employer with a death certificate, and has submitted proof of their relationship to the deceased to the satisfaction of their Employer. Immediate family shall be defined as spouse, child, mother, father, grandparent, brother or sister. Benefits under this Article shall not be available for attendance at the funeral occurring while the Employee is absent from work due to layoff, leave of absence, disability, vacation or illness. There shall be no duplication of payment to which an Employee might otherwise be entitled under this Agreement.

ARTICLE XIX – BULLETIN BOARDS

Section 1. The Employer shall provide space on a Company bulletin board for use by the Union for posting notices falling within the following categories:

1. Recreational and social affairs of the Union;
2. Union Meetings;
3. Union Appointments;
4. Union Elections;
5. Results of Union Elections;
6. Local or International Newsletters.

Notices to be posted shall be signed by a Union Official. Any notices other than those specifically enumerated above shall be submitted to management for approval prior to posting. The bulletin board shall not be used by the Union or its members for disseminating proposals, political materials, inflammatory materials or materials derogatory to the Company.

ARTICLE XX – SALE OF DEALERSHIP

Section 1. When the dealership sells or transfers its assets to another party, or in the event of the dealership's merger or consolidation, the dealership shall pay all accumulated vacation allowances or other benefits due the Bargaining Unit Employees on or before the closing of the sale, transfer, merger or consolidation. The purchaser or merged or consolidated entity shall recognize Teamsters Local Union No. 731, shall offer all Bargaining Unit Employees employment and shall continue wages, health insurance and pension benefits until a Collective Bargaining Agreement or impasse is reached.

Section 2. The Employer shall notify the Union, in writing, of the sale or transfer of the dealership at least ten (10) days prior to the closing date.

Section 3. In the event the Employer fails to notify the Union, in accordance with Section 2 above, the Employer shall pay six (6) weeks of additional Health and Welfare and Pension contributions for each Bargaining Unit Employee.

ARTICLE XXI – UNION 401(k) PLAN

Section 1. The Employer agrees to deduct from the Employee's regular paycheck and forward to the Teamsters Local Union No. 731 401(k) Savings Program such sums as the Employee may authorize in writing. The Union and the Employees recognize and agree that the Employer is not required to make any contributions to such program, and is not a sponsor, director, trustee or other fiduciary of such program and has no involvement in the administration of such program.

The Union and the Employees shall indemnify the Employer and hold it harmless against any and all claims, demands, suits, tax consequences or other forms of liability that shall arise out of, or by reason of, any action taken or not taken by the Employer for the purpose of complying with

this Section (Article XXI) or in reliance on any authorization or notice given to the Employer by the Union or Employee regarding the Employees participation in the program and the amount of any deduction made pursuant to such participation.

ARTICLE XXII – CONFORMITY TO LAW

Section 1. In the event of the invalidation of any Section, sentence or Article of this Agreement by any Court or Board of competent jurisdiction, all remaining provisions of this Agreement shall remain in full force and effect.

ARTICLE XXIII – DURATION OF AGREEMENT

This Agreement shall continue in full force and effect through July 31, 2006. Notice of a desire by either party to modify or terminate this Agreement shall be given at least sixty (60) days prior to the expiration date hereof. In the event notice is not given by either party within the above time, then the Agreement shall renew itself on an annual basis automatically unless either party gives written notice upon the other at least sixty (60) days prior to the anniversary date in any succeeding year of its desire to modify or terminate this Agreement.

Dated at La Grange Park, IL this _____ day of _____, _____.

AGREED:

FOR THE EMPLOYER:

FOR THE UNION:

EXCAVATING, GRADING, ASPHALT,
PRIVATE SCAVENGERS, AUTOMOBILE
SALESROOM GARAGE ATTENDANTS AND
LINEN AND LAUNDRY DRIVERS LOCAL
UNION NO. 731, affiliated with the International
Brotherhood of Teamsters

BY: _____

BY: _____

PRESIDENT

PRINT FULL NAME

BY: _____

SECRETARY-TREASURER

TITLE

CONTACT INFORMATION:

CONTACT PERSON

() _____
TELEPHONE NUMBER

() _____
FACSIMILE NUMBER

SUBSTANCE ABUSE POLICY

The following is the sole and exclusive substance abuse policy for the members of International Brotherhood of Teamsters Local 1731 (hereafter referred to as the Union) employed by _____
(hereafter referred to as the Company).

ARTICLE 1 – PURPOSE

The Company and the Union agree that it is in the best interests of both parties and all Employees to maintain a drug-free and alcohol free workplace. Being under the influence of drugs or alcohol poses risks to Employees and customers, is inconsistent with the Company's obligation to provide a safe, drug and alcohol free workplace, and interferes with the efficient operation of the dealership. For these reasons, it is the purpose of this policy to establish and maintain a work environment free from the effects of drug and alcohol use, recognizing that both drug and alcohol abuse are illnesses which can be treated. Accordingly, both parties agree that it is the intent of this policy to deal initially with violations of the policy by treatment and education, rather than through discipline or termination.

ARTICLE 2 – DEFINITIONS

“Drugs” means illegal drugs which include any substance which an individual may not sell, use, possess or distribute under the laws of the State of Illinois or the federal government. The drugs covered by this definition include:

Amphetamines	Barbituates	Benzodiazepines
Cannabinoids	Cocaine	Methadone
Methaqualone	Opiates	Phencyclidine
Propoxyphene		

Drugs also includes any prescription drug being used by any person other than the person for whom the drug was prescribed by a licensed medical practitioner, any prescription drug not legally obtained, or any prescription drug being used in a manner other than the manner and quantity prescribed or being used for a purpose not prescribed.

Alcohol means the intoxicating agent in fermented and distilled liquors, including but not limited to beer, wine, and whiskey, which, when consumed, can produce intoxication.

Possess means to have on one's person, personal effects, or in one's personal vehicle while on Company property. Possess is not intended to include unopened containers of alcohol.

Company property means any office, plant, shop, parking lot or vehicle owned and operated by the Company and/or its customers.

ARTICLE 3 – USE, POSSESSION, SALE OR DISTRIBUTION

The intentional use, possession, sale or distribution of any drug (as defined in Article 2 of this policy) or alcohol, or being under the influence of any drug or alcohol, is prohibited on Company property or while on duty for the Company and are grounds for immediate discharge.

ARTICLE 4 – DRUG AND ALCOHOL TESTING

Section 1. Current Employees shall not be tested for drugs or alcohol unless the Company has reasonable suspicion to believe that an Employee is under the influence of drugs or alcohol or as otherwise provided for in this policy.

A. “Under the influence” shall mean that an Employee is affected during working hours by drugs or alcohol in a manner that causes observable physical symptoms or actions which are generally recognized as symptomatic of or consistent with the symptoms of drug/alcohol abuse.

B. Reasonable suspicion shall be established where Company supervisors who are trained in the detection of drug and alcohol abuse reasonably believe that an Employee is under the influence as defined above. Reasonable suspicion shall not be based solely on third party observation or reports. Additionally, reasonable suspicion shall be established any time an Employee is involved in a workplace accident which involves damage to property in excess of \$500 (five hundred dollars).

C. The Employee shall be taken out of service until the test results are known. If the test results are negative, the employee shall be compensated for all time lost.

D. The observations of a trained supervisor that result in an Employee being required to take a drug or alcohol test must be reduced to writing within twenty-four (24) hours of the time these observations were made. A copy of this written observation shall be provided to the Union.

E. The Company will provide training for its supervisors and managers in the detection and identification of drug and alcohol abuse through a certified agency and training certificates shall be forwarded to the Union by certified mail.

Section 2. There shall be no random drug testing, nor shall there be any drug/alcohol testing for any other reasons or by any other methods than those stated in this policy, except when mandated by law or statute.

Section 3. All drug testing shall be performed by a laboratory currently certified by the National Institute on Drug Abuse (NIDA) in accordance with the following procedures:

A. Drug testing shall be by urinalysis using Enzyme Multiplied Immunosassay Technique (EMIT).

B. Urine samples will be tested using a split sample procedure.

C. There shall be a strict chain of custody maintained for all samples. Specimen containers shall be sealed and labeled in the presence of the Employee immediately after providing the sample. The Employee shall write his/her social security number across the labeled containers.

D. Samples may be checked to prevent tampering or substitution. Under no circumstances, however, shall the Employee be required to provide the sample while under the direct observation of any other person.

E. Any positive test result shall be confirmed by Gas Chromatography/Mass Spectrophotometry (GC/MS). Any positive test results obtained in violation or contradiction to this policy shall be invalid and shall be treated as a negative result.

F. The threshold limits for urinalysis (EMIT) and confirmatory (GC/MS) test results being considered positive shall be those as currently established by the United States Department of Health and Human Services (HHS).

G. In reporting a positive test result, the laboratory shall state the specific substance(s) for which the test is positive and shall provide the quantitative results of both the screening and the GC/MS confirmation test. All positive test results must be reviewed by the certifying scientist or laboratory director and certified as accurate. Should the results be reviewed by a Medical Review Officer, he/she must be a physician trained in pharmacology.

H. If a positive test result is reported, the Employee may request that the split sample be forwarded to another NIDA certified laboratory for retesting, at the Employee's expense. The Employee must make such a request within 72 hours of being notified of the positive test result. If the result of the split sample testing comes back negative, the Employee shall be reinstated and made whole for all losses, including the cost of the second test.

Section 4. Alcohol testing shall be by breathalyzer, where available. The threshold limits for breathalyzer test results being considered positive shall be those as currently established by the State of Illinois for determining driving under the influence of alcohol for drivers of passenger cars. Alcohol testing will be by blood test if a breathalyzer is not available.

Section 5. The Company shall pay the full cost of all initial and confirmatory drug or alcohol tests or any other tests ordered by it. An Employee who requests additional testing of a split sample shall bear the cost of such testing.

Section 6. Any Employee subject to drug/alcohol testing shall be given a copy of this policy prior to being tested and the Union shall be advised when an Employee is to be tested.

Section 7. Employees testing negative for drugs or alcohol shall be returned to work with no loss of pay, benefits or seniority.

ARTICLE 5 – DRUG/ALCOHOL TREATMENT

Section 1. Employees testing positive, or who voluntarily come forward seeking treatment, shall be offered enrollment in a drug/alcohol treatment program as an alternative to discharge/discipline. They shall be entitled to receive treatment benefits pursuant to the terms of the Local 731 Health and Welfare Fund. An Employee will be offered rehabilitation only once in lieu of disciplinary action, unless extraordinary circumstances warrant otherwise.

Section 2. A professional diagnostician shall interview the Employee and determine whether in-patient or outpatient treatment is required. The Employee must enter the treatment program within 72 hours from the time that the positive test results were made known to him/her, or twenty-four (24) hours from receipt of the determination from the diagnostician, whichever comes first.

Section 3. If it is necessary for an Employee to be off work to receive this treatment, he/she shall be given an unpaid leave of absence of up to forty-five (45) days during which time the Company shall continue to pay Health and Welfare and Pension contributions, as provided in the Collective Bargaining Agreement.

ARTICLE 6 – RETURN TO WORK

Section 1. The Company shall reinstate an Employee who is off work to receive drug or alcohol treatment provided that:

A. The Employee submits a physician's statement certifying he/she has successfully completed the treatment program; and

B. The Employee is released to return to work within forty-five (45) calendar days from the date that he/she began the treatment, unless evidence satisfactory to both parties is presented to grant an extension.

Section 2. If required as part of his/her treatment program, an Employee who has returned to work must attend follow-up ("aftercare") treatment sessions as long as deemed medically necessary by the supervising physician. The Company may make reinstatement to work conditional on the Employee attending these meetings.

Section 3. An Employee returning to work following treatment for drug or alcohol abuse will be subject to follow-up testing on a random basis up to 3 times in the 18 months following his/her return to work.

Section 4. An Employee who, at any time after having returned to work from a treatment program, tests positive for drugs/alcohol again shall be subject to immediate discharge.

Section 5. Employees shall accumulate seniority while on leave for drug/alcohol treatment if they successfully complete the treatment and return to work.

ARTICLE 7 – RECORD KEEPING AND SEARCHES

Section 1. All records pertaining to an Employee's testing or treatment for alcohol/drug abuse shall be kept strictly confidential, and shall not be revealed by the Company to anyone except under the following circumstances:

A. Written consent is first secured from the Employee;

B. As required by law; or

C. To defend against any grievance, arbitration, claim, lawsuit or any other action brought by an Employee to challenge a test, test result, or any action taken by the Company pursuant to this policy. The Company agrees that should it be necessary to reveal the results of a drug test pursuant to this paragraph that the Company will take every action possible to restrict access to the information to those individuals, agencies or courts with a need to know the information. The Company agrees that it will not reveal the identity of employees tested absent court order, protective order, or upon request of the Union pursuant to the grievance procedure.

Section 2. Employees' personal effects (tool boxes, lunch boxes, clothes, vehicles, etc.) shall be free from Company searches absent reasonable suspicion to believe that illegal drugs or alcohol will be found. An employee will be notified of the basis for any requested search and shall have the right to be present during any such search.

ARTICLE 8 – DISCIPLINE

Section 1. The Company may terminate any employee who:

A. Intentionally uses, possesses, sells or distributes illegal drugs or alcohol, or who is verifiably under the influence of drugs or alcohol, on Company property or while on duty for the Company;

B. Refuses to submit to alcohol or drug testing when administered in accordance with this policy (refusal to test shall encompass failure to cooperate with personnel performing the test, attempts to alter any sample, or failure to provide a sufficient amount of urine or breath for testing without a medical reason for such failure);

C. Refuses to participate in alcohol or drug treatment administered in accordance with this policy after testing positive for alcohol or drugs;

D. Fails to successfully complete the treatment program.

Section 2. The Company shall not take any adverse action against any Employee because of his/her participation in a treatment program on a one-time basis.

ARTICLE 9 – OTHER

Section 1. Nothing in this policy shall limit or remove any rights of employees or the Company under the Collective Bargaining Agreement or any state or federal laws.

Section 2. The Company agrees to hold the Union harmless and to bear any expenses incurred by the Union in defending litigation arising out of the Employer's activities in carrying out this drug/alcohol testing policy.

Section 3. Neither the Company nor the Union shall make any changes in this policy or its administration without prior written consent from the other party.