

ROCK ISLAND COUNTY HIGHWAY
DEPARTMENT

AND

TEAMSTERS LOCAL UNION NO. 371



EFFECTIVE DECEMBER 1, 2022
THROUGH NOVEMBER 30, 2025

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TEAMSTERS LOCAL UNION 371 AND ROCK ISLAND COUNTY HIGHWAY DEPARTMENT 2022 - 2025
CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this 1st day of December 2022, by and between the COUNTY OF ROCK ISLAND ("Employer"), and TEAMSTERS, CHAUFFEURS & HELPERS LOCAL NO. 371 hereinafter referred to as the "UNION."

SEPARABILITY AND SAVINGS CLAUSE

- A. The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties.
- B. If any Section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement or the application of such Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either Employer or Union for the purpose of arriving at a mutually satisfactory replacement of such Section during the period of invalidity or restraint. There shall be no limitations of time for such written notice.

If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after receipt of the stated written notice, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provisions of this Agreement to the contrary.

- C. Whenever in this agreement he or related pronouns appear, they have been used for literary purposes and are meant to include all human-kind, specifically both female and male sexes.

RECOGNITION

Section 1. Collective Bargaining Unit. The Employer hereby agrees to recognize the Union as the exclusive collective bargaining representative, as certified by the Illinois Department of Labor, for all of the employees employed at the County Highway Department in the following described unit:

All employees, including truck drivers, heavy equipment operators, laborers, mechanics and oilers, and sign maintenance employees and lead workers employed at County Highway Department, but EXCLUDING all supervisory employees, seasonal help and Office employees.

When a vacancy occurs in a job classification, and the Highway Department desires to fill the vacancy, it shall post the vacancy as soon as possible before the vacancy occurs. Vacancies will be subject to job bidding by employees in a different classification except that without the consent of the County Engineer, only employees in a lower classification may bid to fill the vacancy. No job shall be posted until after the recall or restoration of all employees with recall or restoration rights to the department in which the vacancy occurs. Employees will be given consideration to fill vacancies based on seniority and qualifications. If no qualified employee bids to fill a vacancy, then the County may fill the position by transfer or hire. Job bids shall be posted for three (3) working days.

Seasonal Personnel

Seasonal personnel are persons hired by the County to perform seasonal mowing work, cleaning mowers, basic maintenance on mowers, picking up trash, building maintenance, and assisting with installing and repairing signs. A seasonal employee is defined as an employee who is engaged in work with the understanding that he will be laid off from employment as of a specific date (normally within six (6) months) or upon completion of a specific assignment. If an employee is retained after the specific assignment, he will be put on the seniority list. Applicable probationary rules will apply. The county will be limited to hiring no more than six (6) seasonal employees.

Section 2. Classification and Definitions. For the purposes of this agreement, an employee is someone who is scheduled to work 40 or more hours per week on an annual basis. No seasonal workers are considered full time for the purposes of this agreement.

Section 3. Checkoff Dues.

- a) During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any Bargaining Unit employees all Union dues, back dues, and initiation fees of Local No. 371, and pay such amount deducted to said Local No. 371, provided, however that the Union presents to the Employer authorizations, signed by such employee, allowing such deductions and payments to the Local Union. This may be done through the Steward of the Union. The Employer also agrees to make Credit Union deductions at the request of employees.
- b) Amount of Union dues will be certified to the Employer by the Secretary-Treasurer of the Union. Dues deducted shall commence on the first pay period of the month and will be deducted semi-monthly thereafter on each pay period of the month. Dues deducted for any calendar month by the Employer will be remitted to the designated finance officer of the Local Union as soon as possible after the payroll deductions have been made. The Employer shall furnish the Union finance officer an up-to-date list of employees who have signed checkoff authorizations and whose dues have been deducted from their paychecks.

- c) The Union agrees to hold the County harmless for any and all claims arising out of its agreement to deduct dues and initiation fees.
- d) The union will indemnify and hold harmless the County from any and all liability or claims arising from administrative error resulting from the deductions provided for in this agreement.

Section 4. Extra Contract Agreements. The Employer agrees not to enter into any agreements with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement; or any agreement or contract with the said employees, individually or collectively, concerning wages, hours or working conditions which is contrary to the terms of this Agreement.

Section 5. Stewards and Bargaining Committee. Stewards. The County Highway Department shall recognize stewards selected or elected by the Union for the purpose of processing grievances at the appropriate steps of the grievance procedure in their assigned areas of responsibility. A steward shall have no authority outside of this assigned area. One steward shall represent all bargaining unit employees. A steward sign-up sheet will be hung every April 1st.

Section 6. Reporting. When it is necessary for a Union representative to leave his work to handle a grievance in accordance with the grievance procedure established in this Agreement, such representative shall notify his supervisor of the nature of the grievance and the grievant. He shall return to his job as promptly as possible and upon return, he shall immediately report to his supervisor. If it is impossible for a Union Representative to be relieved of his duty upon request, he shall be excused at the earliest possible time after proper arrangements have been made.

Section 7. Notification. The union shall notify the employer, in writing, of the names of the union's representatives, including its officers.

Section 8. Alternate Stewards and Committeemen. Alternate stewards may be appointed by the Union to serve temporarily in place of the selected or elected Union representative due to the absence of such representative. Alternate stewards shall have the same rights and duties as a selected or elected steward during the period of replacement. The Union shall notify the Employer in writing of any appointment of an alternate steward before recognition is granted by the Employer.

Section 9. Access. An authorized representative of the Union shall be permitted to visit the operation of the Employer during working hours to talk with members of the Local Union, and/or representative of the Employer concerning matters covered by this Agreement, without interfering with the progress of the workforce. The Union will notify management when he visits the operation.

MANAGEMENT RIGHTS

Section 10. Rights. The management of the Employer shall make the determination of all matters of management policy; of the County Highway Department district operation and location; of the direction of the working force, including but not limited to the right to hire, discipline, suspend or discharge for just cause, promote, demote, transfer or lay off employees, or to reduce or increase the size of the working force, including the right to make reasonable rules and regulations for the purpose of safe practices and efficiency, provided, however, that they will not be used in violation of any provisions of this Agreement. The Employer shall be the exclusive judge of all matters pertaining to the services that it provides; the methods, processes and means of providing service; the schedules and standards of work, methods, processes, means and materials to be used, and except as prohibited in this Agreement, the Employer shall have the right to continue and maintain its services and operations as in the past and prior to the execution of this Agreement with the Union, but it shall also have the right to study and use improved methods of equipment and outside assistance if necessary. It is understood that except as expressly limited in this Agreement, the Employer reserves and retains, solely and exclusively, all of its inherent and customary rights to manage the Highway Department operations.

Supervisory, technical and managerial employees outside the bargaining unit shall not be directed by the Employer to perform work normally assigned to employees in the bargaining unit, except in the following temporary situations:

- a) When necessary to replace an employee during designated relief breaks
- b) When necessary to replace an employee absent due to approved vacation, comp time, sick leave, or bona fide injury
- c) In emergencies such as an unforeseen situation or circumstance or combination of unforeseen situations or circumstances which calls for or requires immediate action
- d) When necessary in the instructing or training of employees and/or checking the safety of equipment

It is understood that union employees are responsible for mowing county highway rights-of-way and that other than seasonal employees, management is not to mow those rights-of-way except for in an emergency situation. Snow removal is considered one specific example of an emergency situation. However, technical and managerial employees will not go out on snow removal until after all those employees qualified to plow snow have been notified to report to work. It shall be the responsibility of the Employer to see that equipment is in safe operating condition. The Employer agrees to supply drinking water to crews within a reasonable proximity to work sites when drinking water is not otherwise readily available. The Employer shall advise new employees hired in the positions covered by this Agreement that the Union is the recognized collective bargaining representative for employees in the position classifications listed in this Agreement.

Section 11 Travel Policy

Section 1:

An employee will be reimbursed for authorized related expenses incurred while traveling on previously approved County business. All travel must have the approval of the employee's immediate supervisor. All travel, when expenses are expected to be at or over \$500.00, must have the approval of the employee's supervisor and the County Administrator or appropriate Elected Official.

Normal commuting expenses from the employee's place of residence to the work location are not considered travel and will not be reimbursed.

Employees traveling on County business are expected to maintain a high level of professionalism and courtesy.

Section 2: Registration

Once approved, an employee attending a conference, seminar, workshop, etc. is responsible for registering for the event.

Employees shall avoid paying for registrations with their own money and then requesting reimbursement from the County. When possible the employee shall take advantage of early registration discounts.

Section 3: Meal Expenses

Rock Island County adopts the Federal Standard Reimbursement Rate for meal & incidental expenses. The current US General Services Administration (GSA) Domestic Per Diem Rates are available by searching the website at www.gsa.gov.

Section 4: Lodging and Transportation

All lodging and commercial transportation reservations must be made by the employee. The employee will only be allowed to book a room if the room rate is \$159 per night (excluding taxes and fees) or less. If lodging exceeds \$159.00 per night, the employee will be required to pay the difference unless the employee receives prior approval from the County Administrator.

When claiming lodging expenses, the County will only reimburse or pay for lodging. Expenses such as movies, room service, spa/health club fees, phone calls, etc. are the employee's responsibility.

An itemized receipt for lodging must be submitted to the employee's supervisor upon return to work.

Employees may not drive a personal vehicle for County-related travel without prior authorization from their supervisor.

All accidents or any violations resulting in a citation occurring while on travel status shall be immediately reported to the employee's supervisor. Any citations shall be the sole responsibility of the employee.

Section 5: Credit Cards

When possible, employees should use a county credit card for all authorized travel-related expenses. County credit cards are only to be used for pre-authorized expenses (normally only for gas, airline tickets, rental cars, and hotel accommodations). An employee shall immediately report to the credit card company and their supervisor if a credit card or credit card number is lost or stolen.

Section 11B Drug Free Workplace Policy

Section 1:

All employees are subject to this policy. The random drug testing section of this policy shall only apply to employees working in a DOT safety sensitive position. The Department of Transportation's (DOT) rule, 49 CFR Part 40, describes required procedures for conducting workplace drug and alcohol testing for the federally regulated transportation industry.

For use throughout this policy, D.O.T. safety sensitive positions are those where an employee operates (*i.e., drives*) a Commercial Motor Vehicle (CMV) with a gross vehicle weight rating (gvwr) of 26,001 or more pounds; or is designed to transport 16 or more occupants (to include the driver); or is of any size and is used in the transport of hazardous materials that require the vehicle to be placarded.

Section 2: Prohibited Conduct

- The unlawful manufacturing, distribution, dispensation, possession, or use of a controlled substance or alcohol on County premises or while conducting County business off-premises.
- Reporting for work or remaining on-duty while being impaired by alcohol or drugs.
- Having a blood (or breath) alcohol concentration (BAC) higher than .000 while at work. An employee may need to abstain from consuming alcohol for longer than eight (8) hours prior to work in order to meet the requirements of this section.
- Using a prescription controlled substance if that prescription controlled substance negatively affects the safety of the employee, the public, or other employees while the employee is at work.
- Refusal to submit to a random (DOT positions only) or reasonable suspicion drug or alcohol test authorized by this policy. It is considered a refusal to submit to testing for an employee to:
 - Fail to respond to or show up at the testing location immediately upon the request of the County;
 - Fail to provide identification or sign forms;
 - Fail to provide other necessary information as requested by an employee conducting the test;
 -

- Attempt to falsify or otherwise interfere with the testing process, including failure to comply with instructions or attempting to substitute/change specimens to be tested;
- Fail to supply an adequate breath sample for alcohol testing unless there is a medical reason supported by medical documentation for such failure.
- Performing D.O.T. safety-sensitive duties if the employee should reasonably be aware of any medical condition or alcohol/drug use that might possibly adversely affect the employee's ability to safely perform such duties.

Section 3: Pre-Employment Testing

This test is conducted following a job offer but prior to employment. This test is also required when an employee transfers or promotes into a D.O.T. safety sensitive position.

Section 4: Reasonable Suspicion Testing

A reasonable suspicion test may be conducted when a trained supervisor or designee observes behavior or appearance that is characteristic of alcohol or drug impairment.

Section 5: Random Testing

Testing will be conducted on a random unannounced basis for those employees in D.O.T. safety sensitive positions. The County may use other sources for testing (i.e. the law enforcement for alcohol testing) if reasonable and appropriate.

Section 6: Testing Procedures

All drug/alcohol testing will be conducted in accordance with established and scientifically accepted procedures.

Section 7: Positive Test Results

An employee who tests positive for alcohol (.001% BAC or higher) or drugs may be suspended without pay for the remainder of the day that management learns of the positive test results – pending an administrative inquiry into the circumstances of the incident. Additional discipline and/or required evaluation/treatment from a substance abuse professional are possible administrative actions following a positive alcohol or drug test. A temporary or seasonal employee who tests positive for alcohol or drugs while working for the County may be immediately terminated from employment.

Section 8: Self-Identification

Employees may decline to perform job functions without penalty when the employee believes he or she may be in violation of this policy or believes because of alcohol or drug use that performance of such duties may constitute a risk to the employee or others. The County reserves the right to require the employee to submit to a clinical evaluation, including such drug and alcohol tests as deemed appropriate by a substance abuse professional, prior to returning to work.

Self-identification cannot be used by an employee after the employee has been informed of the employee's selection for alcohol/drug testing pursuant to this policy

GRIEVANCE AND ARBITRATION PROCEDURE

Section 12. Definition of Grievance. A grievance shall be a complaint by an employee or the Union concerning the application and interpretation of this Agreement as written.

Section 13. Grievance Procedure. All grievances shall be handled in the following manner:

- a. Verbal Procedure. An employee or group of employees with a complaint shall discuss the matter with their immediate supervisor within five (5) workdays from the event which caused the grievance or the grievant's first knowledge thereof. If requested by the employee, the employee may be represented by his steward. Every effort shall be made to satisfactorily settle the complaint in this manner.

- b. Written Procedure.

Step 1. If the complaint is not satisfactorily settled by the verbal procedure, the complaint shall be reduced to a written grievance, signed by the employee, within forty-eight (48) hours of the Employer's answer in the verbal procedure. The grievance shall be submitted to the immediate supervisor and the steward shall discuss the grievance in an effort to settle the same. If the grievance is not satisfactorily resolved within three (3) working days, the immediate supervisor shall place his disposition thereon and return it to the steward.

Step 2. Any grievance which is not resolved in Step 1 of the written procedure may be submitted to a designated management representative within seventy-two (72) hours after receipt of the Employer's written disposition In Step 1. The designated Employer representative and the local Union Business Representative shall discuss the grievance in an effort to settle the same. If the grievance is not satisfactorily resolved within five (5) working days, the designated management representative shall place his disposition thereon and return it to the Union Business Representative.

Step 3. If the grievance is not resolved in Step 2 of the written procedure, it may be moved to a Union Management Committee within five (5) working days after receipt of management's disposition to the Union. The Committee shall be made up of maximum of three (3) representatives per side. The Employer shall notify the Union of its decision either upholding or denying the grievance within seven (7) working days after the Union Management Committee meeting. The decision of this Committee shall be final and binding upon the Employer, the Union and employees.

If the grievance is not resolved by this Committee, it may then go to arbitration as provided in Section 17 of this contract.

Section 14. Time Limitations. The time limits established in the grievance procedure shall be followed by the parties thereto. If the time procedure is not followed by the Union, the grievance shall be considered settled. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step, but excluding mediation and arbitration. The time limits established in the grievance procedure may be extended by mutual agreement. In specific cases, by mutual agreement, the parties may request the services of the Federal Mediation and Conciliation Service for a mediator to attempt to mediate the grievance.

Section 15. Time Computation. Saturday, Sunday and Holidays shall not be counted under the time procedures established in this grievance procedure.

Section 16. Grievance Form. The grievance forms shall be mutually agreed upon.

Section 17. Arbitration Request. The Union may request arbitration of any unresolved grievance which is arbitrable by giving written notice of its intent to arbitrate within fifteen (15) working days following receipt of the Employer's disposition in Step 2 of the grievance procedure or within fifteen (15) working days of Step 3 if the grievance is still unresolved. The President and Executive Board of the Local Union shall decide whether or not a case shall be submitted to arbitration.

Section 18. Selection of Arbitrator. Any grievance may be submitted to one (1) arbitrator chosen by mutual agreement from a panel of arbitrators obtained from the Illinois Department of Labor or the Federal Mediation and Conciliation Service. If the parties are unable to agree upon an arbitrator, the arbitrator shall be selected by each party alternately striking a name from the panel of arbitrators with the remaining name serving as the arbitrator. The compensation and expenses of the arbitrator shall be shared equally by the Employer and the Union.

Section 19. Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall at all times be governed wholly by the terms of this Agreement, and he shall have no power or authority to amend, alter or modify this Agreement in any respect. The arbitrator recognizes that all the powers, duties, rights and authority expressly or implied imposed upon or granted to the Employer by law statute as inviolate: that this Agreement shall at all times be interpreted and construed so as to effectively

protect and effectuate such powers, duties, right and authority and the welfare, safety and protection of the general public. Any award of the arbitrator shall not be retroactive prior to the time that the grievance was first submitted in writing. The arbitrator's decision shall be final and binding upon the Union, the Employer and employees.

Section 20. Arbitration Hearings. An employee involved in a grievance may attend the arbitration hearing. Any employee called as witness, whether by the Employer or the Union, shall be excused from the hearing after the testimony is completed. If employee is witness for the Union, the Union shall pay the employee for lost wages.

DISCHARGE OR SUSPENSION

Section 21. Discharge or Suspension. The Employer shall not discharge nor suspend any employee with seniority without just cause, but in respect to discharge or suspension, the Employer shall give at least one (1) verbal warning notice of the complaint against such employee to the employee. After one (1) verbal warning has been given, a written notice of complaint against such employee shall be given to the employee and a copy of the same to the Local Union and job steward affected. After one (1) written notice, the employee will then receive a three (3) day suspension without pay. After a three (3) day suspension without pay, the employee will then receive a ten (10) day suspension without pay only for cases of attendance and tardiness. All employees will be entitled to look at their personnel records with a 48 hour written request excluding weekends and holidays.

No warning notice need to be given to an employee before he is discharged if the cause of such discharge is:

1. Proven dishonesty
2. Driving under the influence of a nonprescription drug or controlled substance
3. Recklessness resulting in a serious accident while on duty
4. Carrying of unauthorized passengers
5. Failure to report any accident which the employee is aware of
6. Removing or taking equipment, supplies or other County owned, leased or consigned property
7. Defacing, abuse, theft or destruction of County owned, leased or consigned property
8. Assault on a fellow employee, brawling or fighting during working time
9. Altering his own or another employee's time card
10. Possession of firearms during working time
11. Refusal to follow a direct order of management
12. Failure to have a valid driver's license
13. Violation of Rock Island County's Drug Free Workplace Policy

Warning letters must be postmarked or given to the employee no later than ten (10) days following the County's knowledge of the violation, except in those cases where a letter of investigation was issued during such ten (10) day period.

The warning notice as herein provided shall not remain in effect for a period of more than nine (9) months from the date of said warning notice, and the three (3) day suspension shall remain in effect for a period of twelve (12) months. The ten (10) day suspension shall remain in effect for a period of twelve (12) months.

An employee discharge requires the County to provide written notice to the employee and to the Union. If feasible, the County shall provide this notice in person to the employee; however, if that is not feasible or appropriate depending on the circumstances, the County can send written notice by Certified Mail to the last address on file for the discharged employee. The notice is considered served once it is postmarked. Notice to the Union shall be through Certified Mail. The notice is considered served once it is postmarked. Any employee may request an investigation into his discharge or suspension.

NO STRIKE - NO LOCKOUT

Section 22. Prohibition.

- a) The Union agrees that during the term of this Agreement, neither it nor its officers, representatives, stewards or employee members will directly or indirectly call or cause any strike, work stoppage, slowdown, picketing, cessation of employment or any other concerted activity that interferes with the service or peaceful operations of the Employer. The Employer agrees that during the term of this Agreement it will not lockout any employees covered by this Agreement.
- b) The Union and the Employer agree that discharge is an appropriate penalty for any employee who engages in any prohibited activity provided in this Section and any appeal to the grievance procedure shall be limited to the question of whether the employee did, in fact, engage in any prohibited activity provided in this Section.
- c) No employee shall be forced to work on any job which would be injurious to his life or safety.
- d) It shall not be a violation of this Agreement, and it shall not be cause for discharge, disciplinary action or permanent replacement in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including primary picket lines at the Employer's place of business, except for safety and health emergencies.

SENIORITY

Section 23. Probationary Period. Employees shall acquire seniority after having been actively employed for a period of three (3) months after which time their seniority shall be as of their last date of hire. During this period, an employee shall be considered a probationary employee who may be laid off or discharged by the Employer without regard to this Agreement.

Section 24. Seniority Definition. Seniority shall prevail at all times and shall be defined to mean the length of the employee's continuous service with the Employer commencing from his last date of hire. However, a person shall not acquire seniority until their probationary period is completed. The application of seniority shall be limited to the preferences recited in this

Agreement. Employees who are hired on the same date shall be placed on the seniority list in alphabetical order of surnames.

Section 25. Indefinite Layoff. When employees are to be laid off due to a reduction in the workforce, the following procedure will be applied:

- a) The first employee to be laid off shall be the probationary, seasonal and temporary employees in the classifications affected. Further layoffs shall follow the inverse order of seniority in the classifications affected provided, however, that the senior employee retained has the ability to perform the work required.
- b) Upon being displaced from his classification, the Employer shall place the employee on a job which he is capable of performing by reason of his training or experience provided he has the greater seniority of the employee he is to replace, the employee with the least seniority shall be the first employee to be laid off from work provided, however, that the senior employee retained has the ability to perform the required work.

Section 26. Recall from Indefinite Layoff. Recall to work shall be accomplished in the following manner:

- a) When employees are recalled from layoff they will be returned to work in the order of seniority on positions they can perform. Such recall will be by certified letter, United States Mail, return receipt requested, addressed to the employee's last known mailing address as carried in the files of the Employer.

Section 27. Recall Procedure. When employees who have seniority with the Employer are recalled to work from a layoff, the following procedures shall be followed:

- a) The Employer shall notify the employee by registered or certified mail, return receipt requested, sent to his last known address, and a copy of same shall be sent to Local Union. The employee shall return to work within five (5) working days. If the employee reports to work within five (5) working days from the receipt of the notice, he shall be placed on the job available.
- b) If any employee does not report for work within five (5) working days following receipt of registered or certified notice of recall, he shall be considered as having voluntarily quit. In the event that accidents, sickness or similar emergency prevents an employee from reporting within five (5) working days, he shall not lose his seniority, provided that the employee can establish these reasons for failure to report.
- c) It shall be the employee's sole responsibility to keep his current telephone number and address on file with the Employer on the approved forms.

Section 28. Seniority List. The parties have agreed upon a seniority list and the Employer agrees to furnish the Union with a current seniority list of January 1 of each year.

Section 29. Loss of Seniority. An employee's seniority with the Employer shall terminate for the following reasons:

- a. If he quits or retires.
- b. If he is discharged for just cause.
- c. If he is absent from work for three (3) consecutive working days, unless otherwise excused.
- d. If he fails to report for work within five (5) working days following notice of recall.
If he fails to return on the required date following a leave of absence or vacation,
unless otherwise excused or in case of emergency.
- e. If he is on layoff status consecutively for a period of twenty-four (24) months.

Section 30. Personal Leave. The Employer, for good cause shown, may grant a personal leave of absence for a period not to exceed ninety (90) days. An extension of leave of absence may be granted at the Employer's discretion, provided it is requested prior to the termination of the ninety (90) day period. Leave of absence shall not be given for the purpose of obtaining or working at other employment. If an Employee has no benefit time available, any approved leave of absence shall be unpaid.

Section 31. Jury Leave of Absence and Pay. An employee with seniority who is summoned and reports for jury duty on a day he is otherwise scheduled to work shall be paid for each day (up to a maximum of thirty (30) days) spent performing jury duty an amount equal to the employee's regular rate of pay for eight (8) hours exclusive of all premiums. The employee must provide to the county any checks/money paid by the court for the daily jury fee. In order to receive payment under this Section, an employee must give the Employer prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed for the days he claims such payment. An employee who is summoned by the Court but does not serve as a juror must promptly report for work after being excused.

Section 32. Bereavement Leave. When death occurs in the immediate family of an employee, he/she will be excused for three (3) days of work. An employee's immediate family shall mean and include only the following:

- | | |
|------------|--------------------|
| • Mother | • Grandparent |
| • Father | • Grandchild |
| • Son | • Aunt |
| • Daughter | • Uncle |
| • Brother | • Niece |
| • Sister | • Nephew |
| • Husband | • Domestic partner |
| • Wife | |

This definition applies for "adopted" or "step" added to any of the above titles. This definition also applies to "in-law" as long as the in-law is a current relative and not from an ex-relationship.

Section 32A. Personal Days. On their employment anniversary, employees receive sixteen (16) hours of personal leave. Personal leave shall not carry over to the next year.

Section 32B. Family and Medical Leave. Employees will be eligible for leaves under the Family and Medical Leave Act of 1993 ("FMLA") in accordance with the County's policy for FMLA leaves.

Employees who are granted FMLA leave for their own serious health condition shall be required to use all earned paid leave as part of their FMLA leave. Employees who are granted leaves for serious health conditions of their family shall be required to use earned vacations and personal days as part of such leave.

Section 32C. Comp Time. Employees, at their election, may be compensated for overtime work in money or compensatory time at the applicable rate. Compensatory time are hours which may be taken by employees as paid time off, subject to any restrictions on use applicable to vacation. Employees may accumulate up to forty (40) hours of compensatory time. Compensatory time not used by November 30th will result in monetary payment of all accumulated time in the last usual biweekly pay period of each fiscal year. Compensatory time cannot be used in the same pay period it is earned.

Section 33. Sick Leave.

Full time permanent employees shall earn sick leave time which shall be credited at a rate of 3.70 hours per pay period.

Employees may accrue sick leave without a cap.

Part-time employees do not receive sick leave benefits.

Eligible employees may use sick leave benefits for an absence due to their own illness or injury or for that of a family member consistent with Illinois law.

Notifications

An employee, who is to be absent due to sickness or injury, shall notify his or her supervisor as soon as practicable in advance of the time the employee is scheduled to report for work. Unless waived by the County, the employee shall continue to give notice for each succeeding day he or she is to be absent. Failure to give such notice may result in disciplinary action.

Sick Leave Abuse

In the event the County suspects that an employee is abusing sick leave, the County shall have the right to demand verification

Section 33A. Military Encampment. Employees absent because of military encampment shall be compensated for time lost at their regular rate of pay. Compensation earned from military duty shall be deducted from the regular rate of pay.

HOURS OF WORK

Section 34. Workweek-Workday Definition. A normal workweek will commence at the employee's regular scheduled shift on Monday and end upon the completion of the fifth (5th) consecutive workday.

All full-time regular employees shall be guaranteed forty (40) hours in a one week period broken down into eight hour shifts (7:00 a.m. - 3:00 p.m.), Monday through Friday. In any one week period in which one or more paid holidays fall, the guaranteed workweek shall be reduced by the number of holiday hours. All premium pay hours, regular pay hours, and earned time taken count towards the forty (40) hours.

In the event of weather-related or other emergency situations as determined by management, the employer reserves the right to alter the start time to begin no later than 2:00 p.m. In this situation, any hours worked after 12:00 p.m. (noon) are paid at time and a half. It is agreed that for the purpose of computing overtime the start of the work week will begin at 7:00 a.m. Monday. If starting times of shifts are changed, the beginning of the work week will commence with the employees' starting time on Monday.

Section 35. Premium Pay. Time and one-half (1½) of the employee's straight time regular rate of pay shall be paid for all work performed prior to or after the employee's regular eight (8) hour shift. Time and one-half (1½) of the employee's straight time regular rate of pay shall be paid the first and second off duty days or holidays for all work performed except Thanksgiving, Christmas, and New Year's Day will be paid at two (2) times the employee's straight time regular rate for all work performed under this agreement. There shall be no pyramiding of premium pay. Paid time off shall not be counted as time worked for the purposes of computing overtime pay.

Section 36. Overtime. Employees shall work reasonable amounts of overtime when requested by the Employer. Reasonable amounts are defined as not more than 16 consecutive hours of work and then being off for at least eight (8) hours before starting again: All employees must be reasonably available to perform work of an emergency nature caused by circumstances such as wind, water, snow, or rain. Overtime work on Sundays and recognized Holidays which are scheduled in advance shall be scheduled for not less than two (2) hours.

When assigning call-in, call-back or overtime, the Employer shall first call employees whose primary classifications are the same as the classification which normally performs the required work. Employees shall be called in order of their seniority with the employee with the most seniority being called first. The County shall call and leave a message on the employee's answering machine and all employees will be allowed to have a maximum of two (2) numbers called, a primary and a secondary, which will be designated by the employee on an annual basis. The County also agrees to call both numbers before moving on to the next employee.

If additional employees are required after following the procedure set forth above, employees shall be called based on their seniority, provided the employees are qualified to perform the required work. If the entire seniority list is to be called, the county may call employees who live the farthest away first.

In the event of missed overtime, only the most senior employee who was passed over shall be entitled to claim the overtime. Two employees may not claim the same missed overtime hours.

If it is reasonably anticipated that overtime following an employee's shift will be required for less than two hours, the employee performing the work shall be assigned the overtime.

Section 37. Rest and Lunch Period. The Employer agrees to provide one (1) paid fifteen (15) minute break. After an employee works ten (10) continuous hours, he shall receive an additional paid twenty (20) minute meal/coffee break and a \$10 meal allowance.

Employees shall receive one ten-minute clean up time which shall be taken immediately prior to the end of their shift. This ten-minute clean up time shall not count toward overtime.

Section 38. Reporting Pay and Call-Back Pay.

- a. Reporting Pay. If an employee is not notified not to report to work on the next workday, he shall receive four (4) hours pay or work at the employee's straight time regular rate for reporting if the employee has not started to work.
- b. Call-Back Pay. An employee called back to work after he has completed his regular shift shall be guaranteed four (4) hours' work or pay at the rate of time and one- half (1½).

Section 38A. Classification Change. If an employee is removed from his regular classification and put into a higher classification, the employee will be paid for his actual time at the higher classification in one-half (½) hour increments.

HOLIDAYS

Section 39. County Holidays

All full-time employees shall be granted time off with pay for the observed holidays listed below. An employee may be required to work on a holiday if necessary to maintain essential services to the public.

The following holidays are observed by the County of Rock Island:

- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Good Friday
- Memorial Day
- Juneteenth
- Independence Day
- The day on which members of the House of Representatives are elected
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve
- Christmas Day

Part-time, seasonal, and temporary employees shall not qualify for paid holidays.

Section 40. Holiday Eligibility. Employee eligibility for holiday pay is subject to the following conditions and qualifications:

- a. In order to qualify for holiday pay, the employee must have seniority as of the date of the holiday; and
- b. The employee must otherwise have been scheduled to work on such day if it had not been observed as a holiday; and
- c. The employee must work his regularly scheduled hours on the Employer's regularly scheduled day before or the day after the Holiday, unless otherwise excused.
- d. If the employee is absent on vacation during a time a recognized holiday occurs, the County shall pay the employee for that holiday rather than having the employee use vacation time for that day.

VACATIONS

Section 41. Eligibility and Vacation Pay.

Section 1: Deferral Period

New employees of Rock Island County shall have a ninety (90) day deferral period prior to being eligible to use vacation or other paid leaves of absence. After the ninety (90) day deferral period, an employee (with supervisory approval) is eligible to use paid leave time, including accumulated vacation and sick leave.

Section 2: Vacation Time

Full time permanent employees shall earn vacation time according to their length of employment with the County. Vacation time is earned every pay period based on the following schedule regardless of the number of hours worked.

Year of Employment	Approximate Hours Earned per Year	Hours Earned per Pay Period
1 st year through the end of year 3	80 hours	3.077
Start of year 4 through year 8	120 hours	4.615
Start of year 9 through the end of the 18 th year	160 hours	6.154
19 th year and beyond	200	7.692

Part-time employees do not receive vacation benefits.

The maximum allowable vacation balance shall be 200 hours.

Earned and accrued vacation time is paid to an employee upon employment termination with the County.

Section 42 . Vacation Schedule. Employees shall provide a minimum of 23 hours' notice for any request for comp time or vacation time off. The employer shall put up an open vacation calendar in November of each year for the following year. Union members, by seniority, shall have two (2) working days to put in their request for time off for the following calendar year. Once the most senior member puts his vacation request on the calendar or once two (2) days have passed from when that opportunity was available, the next most senior union member has the opportunity to put his requests down. Once all union members have their requests in, or by December 28 of each year, the vacation calendar becomes a "first come, first served" basis and there shall be no bumping. Nothing in this agreement prevents union members from voluntarily giving up a day off they previously had on the calendar. At no time shall more than two (2) employees be scheduled off between December 1 and March 31. At no time shall more than four (4) employees be scheduled off between April 1 and November 30. Once management approves vacation/comp time leave and the employee is on vacation/comp time leave, the Employer agrees not to call that employee back to work during that leave time.

MISCELLANEOUS

Section 43. No Discrimination.

There shall be no discrimination against any employee or employees by the Employer in regard to hiring, tenure of employment, promotions, transfers or other conditions of employment because of race, color, creed, sex, age, marital status or religion.

Section 44. Bulletin Board. The Employer will provide a bulletin Board upon which official notices of Union activity may be posted. Posting of any political advertising or controversial matters will not be permitted. A copy of all notices shall be furnished to the County Engineer or his designee.

Section 45. Time Clock. The Employer shall provide a time clock. Pay shall be for all authorized hours and minutes worked.

Section 46A. Health and Safety. The Employer and the Union subscribe to the principle of good health and safety conditions. Where the Employer shall deem it necessary, it shall provide for protective devices and equipment, subject to such rules for use. Preservation and care of such equipment will be provided by the Employer. Employees shall report all defects in equipment on the approved form at the completion of their shift. Damages or injuries shall be reported immediately on the approved form and shall be completed by the employee before the end of his shift.

In order to have a safe place to work, the Employer agrees to comply with all laws applicable to its operations concerning the safety of employees covered by this Agreement. All such employee shall comply with all safety rules and regulations established by the County.

If a situation exists such as would lead a reasonable person to believe his/her health or safety is in danger due to an unsafe working condition, the employee shall immediately inform the supervisor, who shall determine what action, if any, should be taken, including whether or not the job should be shut down. No employee will be discharged for refusal to perform work in the situation described in the first sentence of this paragraph, unless such refusal is unreasonable.

All injuries that occur during the normal workday and that are work-related must be reported to the employee's supervisor.

All Maintenance employees and the County shall meet at least four (4) times per year to identify and correct any unsafe or unhealthy working conditions. Each party shall submit an agenda for the meeting at least one (1) week prior to the meeting. The meeting shall be scheduled during normal working hours.

Section 46B. Insurance. Employer will continue to encourage all employees to participate in the Employer's Health Insurance program and will continue to supply each employee with information describing the Health Insurance Program.

Section 47, Clothing Allowance. Non-probationary full-time Mechanics, and Labor-Truck Drivers shall receive a clothing allowance of Six Hundred Fifty Dollars (\$650.00) per year, payable on July 1st of each year.

Section 48, Lead Worker. The Employer shall have the right to appoint and replace lead workers. Lead workers shall be selected by seniority within the classification of the work to be performed. Lead workers will be assigned by the Employer on an as-needed basis as determined by the employer except that the Employer shall appoint a lead worker any time there is a mowing crew and a supervisor is not present or available for four (4) hours during that day. An employee who has been removed as a lead worker for unsatisfactory performance shall not be eligible for reappointment at the discretion of management.

Section 49, Field Maintenance. Management may assign non-mechanics to perform routine maintenance on equipment in the field.

DURATION

Section 50, Termination. This Agreement shall remain in force from 12:01a.m. December 1, 2022 through November 30, 2025 with re-openers thereafter for successive periods of one (1) year unless either party shall, on or before the 60th day prior to expiration, serve written notice on the other party of a desire to terminate, modify, alter, negotiate, change or amend this Agreement, or any combination thereof any part of this agreement prior to the expiration date of this agreement and mutually agreed upon by the employer and the union, shall be memorialized with a Memorandum of Understanding (MOU), signed by the County Chairman and the Union, and made a part of subsequent agreements thereof.

WAGES

Annual GWI Wage Increase

December 1 st 2022	3%
December 1 st , 2023	3%
December 1 st , 2024	3%

DECEMBER 1 2022 WAGE RATE

CLASSIFICATION	REGULAR RATE.
Labor - Truck Driver	\$31.21
Mechanic&MechHelper	\$31.61

CLASSIFICATION	DECEMBER 1, 2023 WAGE RATE	REGULAR RATE
Labor - Truck Driver	\$32.15	
Mechanic & Mech Helper	\$32.56	

CLASSIFICATION	DECEMBER 1, 2024 WAGE RATE	REGULAR RATE
Labor - Truck Driver	\$33.11	
Mechanic & Mech Helper	\$33.54	

Any employee designated as a lead worker shall receive an additional (one dollar) \$1.00 an hour over his regular rate of pay for those hours that he works as lead worker.

*These rates (above) will receive an additional (dollar and fifty cents) \$1.50 per hour when the employee is acting as an operator and (one dollar) \$1.00 per hour when plowing snow, riding while driver is plowing snow or operating the radio while others are plowing snow.

Probationary Period Rates will be at 90 % of the applicable classification.

LONGEVITY BONUS

All full time Rock Island County Highway Department employees who have completed one year of service or more are eligible to receive an annual bonus which will be paid on the first pay period of December in the amount of (Seventy five dollars) \$75.00 per year for each year of service after December 1, 2001 with a maximum annual bonus of (Fifteen Hundred dollars) \$1,500.00.

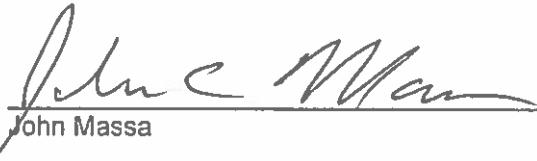
Upon ratification all current Employees will receive a \$3,000 ratification bonus payable at the first pay period at time of signing. First year wage increase will take effect December 1st, 2022.

NEGOTIATIONS COMMITTEE

ROCK ISLAND COUNTY



Jim Grafton



John Massa



Charley Reiss

TEAMSTERS LOCAL 371



Mike Kensinger



Fabian Gonzalez



Matt Mander

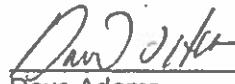
NEGOTIATIONS COMMITTEE



Larry Burns



Brian Vyncke



Dave Adams



County Board Chairman

MEMORANDUM OF UNDERSTANDING
Between the County of Rock Island
and Teamsters Local Union 371

This Memorandum of Understanding, "MOU," is entered into by Teamsters, Chauffers, & Helpers Local No. 371 and the County of Rock Island, Illinois. The parties hereby agree to the following with respect to the requirement that Highway Department Maintenance Employees possess and maintain a valid CDL:

1. That the Job Description for Maintenance Employees currently states that they must possess and maintain a valid Commercial Driver's License.
2. That the current job description states that employees hired after January 1, 2017 must pass an annual Medical Examiner's Certificate.
3. That the Medical Examiner's Certificate is a requirement for obtaining an *Interstate* CDL, but not an *Intrastate* CDL.
4. That in order for Maintenance Employees to perform all functions of the job, some of which require driving to Iowa for maintenance or to pick up supplies, they will require an *Interstate* CDL.
5. That current employees as of the date of this MOU may choose to obtain an *Interstate* CDL but that all new hires as of the date of this MOU shall be required to obtain an *Interstate* CDL.
6. That in order to facilitate obtaining the medical examiner's certificate, the Employer shall send the employee to a Health Care provider contracted with the County to obtain the physical at the Employer's expense, costs to be billed directly to Employer, but scheduled at the County's discretion, with the employee being paid for the time it takes to obtain the exam.
7. If no employee on shift has an *interstate* CDL management reserves the right to have management or a non-union employee perform the work during that shift and shall not be required to call in a union member to perform that work.



Mike Kensinger
President
Teamsters Local 371



Richard Brunk
County Board Chairman
Rock Island County

Date: 8-25-2020

Date: 8/28/2020

