

AGREEMENT
Between
KANKAKEE COUNTY
And
INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 150,
PUBLIC EMPLOYEES DIVISION

12-1-2022-

11-30-2025

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PREAMBLE AND AGREEMENT

THIS AGREEMENT entered into by Kankakee County (hereinafter referred to as the "County" or the "Employer") and the International Union of Operating Engineers, Local 150, Public Employees Division (hereinafter referred to as the "Union"), has as its purpose the promotion of harmonious relations between the Employer and the Union; acknowledgment of valuable work performed by the employees; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of an agreement covering rates of pay, hours of work and terms and conditions of employment applicable to bargaining unit employees described in Article I.

Therefore, in consideration of the mutual promises and agreements contained in this Agreement, the Employer and the Union do mutually promise and agree as follows:

ARTICLE I RECOGNITION AND REPRESENTATION

Section 1.1 Recognition.

The County recognizes the Union as the sole and exclusive bargaining representative in all matters on which it may lawfully bargain collectively for all full-time and regular part-time employees in the classifications Parts Warehouser, Equipment Operator, Highway Maintenance Worker, Senior Automotive Mechanic, Automotive Mechanic, GIS Technician, Principal Engineering Technician, Senior Engineering Technician and Engineering Technician; but excluding all other employees of the County including supervisors, managerial and confidential employees as defined by the IPLRA.

Section 1.2 New Classifications.

In the event the County establishes a new bargaining unit classification, it will notify the Union of the new classification. The County shall have the right to set the initial wage rate for any new bargaining unit classification, provided that this position shall be eligible for any remaining salary increases under the remaining term of this Agreement. In the event the County and the Union cannot agree on whether a newly created classification is a bargaining unit position, either party may file a unit classification petition with the ISLRB.

Section 1.3 Union's Duty of Fair Representation.

The Union agrees to fulfill its duty to fairly represent all employees in the bargaining unit.

ARTICLE II NON-DISCRIMINATION

Neither the County nor the Union shall unlawfully discriminate against any employee covered by this Agreement because of an employee's actual or perceived: race, sex, gender, gender identity or expression, sexual preference, marital status or civil union status, age, religion, creed, color, national origin, sexual orientation, disability, pregnancy, childbirth, medical conditions related to pregnancy or childbirth, ancestry, citizenship, genetic information, order of protection status, Union membership or activity or refraining from such activity, or any other status protected by

law. Employees are encouraged to promptly report any perceived discrimination to Public Works Director or the Human Resources Manager, or their respective designees. Any dispute concerning the interpretation and application of this paragraph with respect to alleged discrimination because of race, sex, age, religion, creed, color, disability, or national origin may be grieved under the grievance procedure but shall not be arbitrable. Instead, such disputes shall be processed through the appropriate federal or state agency or court.

ARTICLE III UNION DUES

Section 3.1 Dues Checkoff

During the term of this Agreement the County will deduct from each employee's first two paychecks in a month the regular dues or a lesser amount determined by the Union for each employee in the bargaining unit who has filed with the County a lawfully written authorization form. An employee may revoke his/her dues checkoff authorization at any time upon 30 days written notice to the County. The County shall advise the Union promptly upon receiving a revocation of dues checkoff authorization.

The actual dues amount deducted, as determined by the Union, shall be based on a uniform calculation for all employees in order to ease the County's burden in administering this provision. The Union may change the fixed dollar amount once per year by giving the County at least thirty (30) days advance written notice of any change in the amount of the dues to be deducted.

If an employee has no earnings or insufficient earnings to cover the amount of the dues deduction, the Union shall be responsible for collection of dues. The Union agrees to refund to the employee any amounts paid to the Union in error on account of this dues deduction provision.

Section 3.2 Indemnification.

The Union shall indemnify and hold harmless the County, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability that arise out of or by reason of any action taken or not taken by the County for the purpose of complying with the provisions of this Article, or in reliance on any written checkoff authorization furnished under any of the provisions of this Article.

ARTICLE IV UNION RIGHTS

Section 4.1 Union Stewards.

A duly authorized bargaining unit representative shall be designated by the Union as the Steward. The Union may designate two (2) Stewards and one (1) alternate and will provide written notice to the County Engineer to identify those individuals.

Section 4.2 Representation Time.

An employee required to act as a union representative in a grievance meeting scheduled by the County during said employee's scheduled working hours will not suffer a loss of pay for attending that meeting. No employee shall be paid for attending such meetings in his representational

capacity outside of his scheduled working hours. The Union recognizes the essential need to minimize lost work time and to avoid interference with the work of the Department.

Section 4.3 Union Access.

The County shall provide to the Union, including its agents and employees, reasonable access to employees in the bargaining unit. This access shall be at all times conducted in a manner so as not to impede normal operations. This access includes the right to meet with one or more employees on the employer's premises during the workday to investigate and discuss grievances and workplace-related complaints without charge to pay or leave time of employees. Representatives of the Union shall have the right to conduct worksite meetings during lunch and other non-work breaks, and before and after the workday, on the employer's premises to discuss collective bargaining negotiations, the administration of collective bargaining agreements, other matters related to the duties of the exclusive representative, and internal matters involving the governance or business of the exclusive representative, without charge to pay or leave time of the employees.

Section 4.4 Union Bulletin Boards.

The County shall provide the Union with space on a bulletin board at each work location for posting of official Union announcements and other items of Union business, including newspaper articles concerning the Employer (excluding editorials and letters to the editor, except those written by County Board Members or supervisory staff), provided that such postings are nonpolitical and non-inflammatory in nature. The space shall be for the sole and exclusive use of the Union. The Union will limit the posting of Union notices to said bulletin boards.

Section 4.5 Time Off for Union Activities.

Union Stewards shall be allowed time off without pay for legitimate Union business, such as Union meetings and State or International conventions, provided they give reasonable prior notice to their supervisor of such absence, and there are a sufficient number of employees scheduled to work on the planned days of absence. A steward may utilize any accumulated time off (holiday, personal, vacation days, etc.) in lieu of the employee taking such time without pay.

ARTICLE V MANAGEMENT RIGHTS

It is understood and agreed that the County possesses the sole right and authority to operate and direct the employees of the County and its various departments in all respects, including, but not limited to, all rights and authority exercised by the County prior to the execution of this Agreement, except as specifically modified in this Agreement. These rights include, but are not limited to, the following: to determine the mission, policies and all standards of service offered to the public by the County; to plan, direct, control and determine all the operations and services of the County; to determine the places, means, methods and number of personnel needed to carry out the County's mission; to manage, supervise, and direct the working forces; to establish the qualifications for employment and to employ employees; to determine and establish, change, combine or abolish positions and job classifications; to schedule and assign work; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to determine whether goods or services are to be provided by employees covered by this Agreement or by other employees or non-employees not covered by this Agreement; to move, close or liquidate its

operations in whole or in part; to make, alter and enforce rules, regulations, orders and policies; to discipline, suspend and discharge employees for just cause, (probationary employees without cause); to change or eliminate existing methods, equipment or facilities; to lay off employees; to contract out for goods and services; to evaluate performance and productivity and establish awards or sanctions for various levels of performance from time to time; to promote or demote employees, and to take any and all actions necessary to carry out the mission of the County.

In the event of a civil emergency, which may include but is not limited to riots, civil disorders, tornado conditions, floods, or other emergencies as may be declared by the County Board Chairman, the County Engineer, or their designees, the County may take any and all actions as may be necessary to carry out the mission of the County, which actions may include the suspension of the provisions of this Agreement provided that wage rates and monetary benefits shall not be suspended and providing that all provisions of this Agreement shall be promptly reinstated once a civil emergency condition ceases to exist.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the County, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

ARTICLE VI **HOURS OF WORK AND OVERTIME**

Section 6.1 Application of Article.

This Article is intended only as a basis for calculating overtime payments.

Section 6.2 Normal Work Day.

The current normal work day for full-time employees is eight and one-half (8-1/2) consecutive hours, which shall include an unpaid thirty (30) minute meal period. In addition, the normal work day for full-time employees will, when practical, include one paid 15-minute break in the first four hours of the shift and a second paid 15-minute break in the latter four hours of the shift. The workday for regular part-time employees shall be set by the County.

Section 6.3 Regular Work Schedule and Changes to Work Schedule and Workday.

- (a) The regular work schedule for employees covered by this Agreement (excluding part-time employees) shall be seven (7) days, normally consisting of five (5) consecutive work days, as determined by the County. The current shift hours for full-time bargaining unit employees are 7:00 a.m. to 3:30 p.m., Monday through Friday, except for period beginning on the first Monday in May and extending through Labor Day of each calendar year in which case the hours for full-time bargaining unit employees are 6:00 a.m. to 2:30 p.m. The current normal work schedule for such employees shall remain in effect unless the County exercises its right to change the schedule, subject to the procedures as set forth herein. The

County retains the right to determine the work schedule for part-time employees and modify such schedule from time to time.

- (b) Should it be necessary in the County's judgment to temporarily establish a schedule departing from the normal work day, normal work week or the normal work cycle, or to temporarily change the regular work schedule of an employee or employees, the County will give, if practicable, at least forty-eight (48) hours advance notice of such change to all employees directly affected by such change.
- (c) If the County desires to permanently alter employee work schedules or work days, the County shall where practicable, (1) inform the Union of any such proposed change no less than thirty (30) days prior to implementation and (2) offer to bargain the changes with the Union.

Section 6.4 Overtime Pay.

An employee shall be paid one and one half (1 1/2) times his regular straight time hourly rate of pay for all hours worked in excess of forty (40) hours in the employee's regular seven (7) day work cycle (Sunday through Saturday). All non-snow and ice overtime assignments for call-outs shall be made based on the overtime list posted in the workplace. Opportunities to work overtime shall be equalized across the bargaining unit.

Overtime pay shall be received in fifteen (15) minute segments as provided by the Fair Labor Standards Act (FLSA). For purposes of overtime eligibility only, paid time off in the form of vacation, sick leave, personal leave, holiday leave, funeral leave and compensatory time will be counted as hours worked. Hours worked shall not include any uncompensated periods, nor shall it include any other paid leaves of absence.

Before any employee may become eligible to receive any overtime pay under this Agreement, the additional hours worked must be approved in advance by the County Engineer or his designee.

Section 6.5 Compensatory Time.

At the employee's option, the County shall grant compensatory time off in lieu of overtime payment at the applicable rate, up to a maximum accumulation of forty-eight (48) hours of compensatory time per employee (sixty (60) hours for an employee with 25 years of service or more). Compensatory time off shall be taken at such time and in such time blocks as are established or agreed to by the County Engineer or his designee. Time blocks of one-half (1/2) shift or less shall be governed by Section 13.4.

Section 6.6 Winter Operations.

The County's Winter Maintenance Operation Guidelines, dated December 15, 1997, shall remain in effect until such time as the County, in its discretion, revises them. Where practicable, the County shall provide the Union with at least forty-eight (48) hours' notice of any revision.

Effective upon execution of this Agreement, however, to the extent the County employs a rotating shift or team approach to combating winter storm situations, teams/shifts shall be

rotated by the storm rather than by a specific time frame. A “storm” for purposes of a rotation shall mean the following: weather conditions which require, as determined by the County Engineer, that the County respond by going to its rotating shift or team approach for twenty-four (24) hours or more regardless of the number of hours or days the crews operate in such a manner. The storm shall end when the County engineer decides, and the employees resume their regular shift and/or ceases team-based operations. The crews shall rotate until the next storm of twenty-four (24) hours or more occurs. Once the County Engineer declares a storm, employees shall stay on their appointed shifts for 12 hours.

In the event the guidelines are changed, the County shall comply with the notice requirements set forth in Section 3 above. In addition, the County further agrees that the revised guidelines will continue to provide for the following:

- (a) When employees are placed on rotating shifts for snow and ice related activities, including frost patrol, the employees shall be paid overtime for all hours worked outside of what their regular work shift was at the time they were placed on the rotating shifts.
- (b) The County guarantees that an employee on rotating shifts who is sent home early or has his reporting time delayed through no fault of his own shall be paid no less than the straight time pay (if any) he would have received that day had he worked his regular schedule.

Section 6.7 Call Back Pay.

A “call-back” is defined as an official work assignment that does not continuously precede or follow an employee’s scheduled working hours. An employee who is called back to work and shall be paid for a minimum of two (2) hours work at his applicable hourly rate of pay. The two-hour call in pay shall begin upon the later of the employee’s return to the workplace or the start time designated in the call-out if the call-out is canceled prior to reporting. This section shall not be applicable to scheduled overtime.

Section 6.8 No Pyramiding.

Compensation shall not be paid, or compensatory time taken more than once for the same hours under this Agreement. There shall be no pyramiding of overtime or premium compensation rates.

ARTICLE VII GRIEVANCE PROCEDURE

Section 7.1 Definition.

A “grievance” is defined as a dispute or difference of opinion raised by an employee or the Union against the County involving the meaning, interpretation or application of an express provision of this Agreement.

Section 7.2 Procedure.

The parties acknowledge that it is usually most desirable for an employee and his/her immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed as follows:

STEP 1: Any employee or the Union who has a grievance shall submit the grievance in writing to the employee's immediate non-bargaining unit supervisor, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than ten (10) calendar days from the date of the first occurrence of the matter giving rise to the grievance or within ten (10) calendar days after the employee or the Union, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. The immediate supervisor shall render a written response to the grievant within seven (7) calendar days after the grievance is presented.

STEP 2: If the grievance is not settled at Step 1 and the employee or Union wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to the County Engineer or his designee within ten (10) calendar days after receipt of the County's answer at Step 1. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The County Engineer, or his designee, shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within ten (10) calendar days with the grievant and an authorized representative of the Union at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the County Engineer, or his designee, shall provide a written answer to the grievant and the Union within ten (10) calendar days following their meeting.

Section 7.3 Arbitration.

If the grievance is not settled in Step 2 and the Union wishes to appeal the grievance from Step 2 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, within fifteen (15) calendar days of receipt of the County's written answer as provided to the Union at Step 2:

- (a) The parties shall attempt to agree upon an arbitrator within ten (10) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said ten (10) calendar day period, the parties shall jointly request the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a panel of seven (7) arbitrators who are all members of the National Academy of Arbitrators and who reside in Illinois or Indiana. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the County and the Union shall have the right to Strike three (3) names from the panel. The party striking the first name on a panel shall be determined by a coin toss. The person remaining shall be the arbitrator.
- (b) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and County representatives.

- (c) The County and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The County and the Union retain the right to employ legal counsel.
- (d) The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later. The parties may waive this requirement.
- (e) More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.
- (f) The fees and expenses of the arbitrator shall be divided equally between the County and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses. Unless the other party requests a copy or otherwise agrees, the cost of a written transcript shall be paid for by the requesting party.

Section 7.4 Limitations on Authority of Arbitrator.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the First Step. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the County under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section shall be final and binding.

Section 7.5 Grievance Form.

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

Section 7.6 Time Limit for Filing.

No grievances shall be entertained or processed unless it is submitted at Step 1 within ten (10) calendar days after the first occurrence of the event giving rise to the grievance or within ten (10) calendar days after the employee or the Union, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance.

If a grievance is not presented by the employee within the time limits set forth above, it shall be considered “waived” and may not be pursued further. If a grievance is not appealed to the next step within the specific time limit or any agreed extension thereof, it shall be considered settled on the basis of the County’s last answer. If the County does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee may elect to treat the grievance as denied at the step and immediately appeal the grievance to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article.

Section 7.7 Miscellaneous.

No member of the bargaining unit who is serving in acting up capacity shall have any authority to respond to a grievance being processed in accordance with the grievance procedure set forth in this Article. Moreover, no action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty to be considered to be authorized by or binding upon the County unless and until the County has agreed thereto in writing.

ARTICLE VIII NO STRIKE-NO LOCKOUT

Section 8.1 No Strike.

Neither the Union nor any officers, agents or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit down, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved enforcement procedures or policies or work-to-the-rule situation, mass absenteeism, picketing for, against or about wages, hours, or terms and conditions of employment, or any other intentional interruption or disruption of the operations of the County, regardless of the reason for doing so. Any and all employees who violate this provision may be terminated or otherwise disciplined by the County as the County in its discretion deems appropriate. The failure to confer a penalty in any instance is not a waiver of such right in any instance nor is it a precedent.

Each employee who holds the position of officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article, the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

Section 8.2 No Lockout.

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

Section 8.3 Judicial Restraint.

Nothing contained herein shall preclude the County or the Union from obtaining judicial restraint and damages in the event the Union or the County violates this Article.

ARTICLE IX **SENIORITY AND PROBATIONARY PERIOD**

Section 9.1 Definition of Seniority.

An employee's seniority shall be the period of the employee's most recent continuous regular employment with the Department, less adjustments for non-military leaves that exceed 12 weeks.

Section 9.2 Probationary Period.

All new employees and those hired after loss of seniority shall be considered probationary employees until they complete a probationary period of at least twelve (12) months of actual work. During an employee's probationary period, the employee may be terminated at the sole discretion of the County. No grievance shall be presented or entertained in connection with the suspension, discipline, layoff or termination of a probationary employee.

There shall be no seniority among probationary employees. Upon an employee's successful completion of the probationary period, the employee shall acquire seniority in his class (full or part-time) which shall be retroactive to the last date of hire with the County in a position covered by this Agreement.

Section 9.3 Probationary Period Following Promotion.

If an employee is promoted from one bargaining unit position to another, the employee will be considered a probationary employee for the first three (3) months of actual work performed by the employee following the effective date of the promotion. During this probationary period, the County retains the right to demote or transfer such employee with or without cause to a position with a rate of pay not less than the rate the employee earned immediately prior to the promotion. The County will provide an employee who is demoted or transferred pursuant to this Section with a written statement as to the basis of the demotion or transfer, provided that such action shall not be subject to the grievance procedure.

Section 9.4 Seniority List.

On or no more than thirty (30) days before January 1 of each new calendar year, the County will post a seniority list setting forth each employee's seniority date. A copy of the seniority list shall be furnished to a Union representative when it is posted. The seniority list shall be accepted and final fourteen (14) calendar days after it is posted, unless protested by the Union or an employee in writing within that period. If more than one employee was or is hired on the same day, seniority among them shall be in order of application for employment, and if the dates of application are the same then seniority among them shall be in alphabetical order.

Section 9.5 Termination of Seniority.

Seniority and the employment relationship shall be terminated for all purposes if the employee:

- (a) quits (in the event the County decides to hire an employee who quit within one (1) year of his last day, however, he will be given credit for his prior seniority);

- (b) is discharged for just cause (non-probationary employees without cause);
- (c) retires or is retired;
- (d) fails to report for work or otherwise notify the County within forty-eight (48) hours after the conclusion of an authorized leave of absence;
- (e) is laid off and fails to notify the County of his intent to return to work within seven (7) calendar days after the County mailed his notice of recall to his last known address, or fails to report to work within ten (10) calendar days after the County mailed his notice;
- (f) is laid off for a period in excess of one year;
- (g) does not perform work for the County (except for military service) for a period in excess of one year; or
- (h) is absent for two (2) consecutive working days without notifying the County.

ARTICLE X VACANCIES

In the event a permanent job vacancy occurs in a bargaining unit position which the County elects to fill, the County shall post a notice of the vacancy on the Highway Department bulletin boards. The County shall consider the timely application of any bargaining unit employee who applies.

ARTICLE XI LAYOFF AND RECALL

Section 11.1 Layoff.

If the County in its discretion determines that a layoff of an employee or employees within a particular position classification is necessary, then seniority shall be the determining factor where skill and ability are equal between two (2) affected employees within that classification. Prior to laying off any full-time bargaining unit employees, all seasonal, temporary, probationary or part-time employees within the Highway Department shall be laid off or terminated, as the case may be. When practicable, the County shall give the Union at least thirty (30) days advance notice prior to any layoff and offer the Union an opportunity to meet and discuss the matter.

Section 11.2 Recall.

Employees laid off by the County shall be placed on a recall list for a maximum period of two (2) years following the date of layoff. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training. An employee may only be recalled to the same or a lower paying job classification in the bargaining unit. If an employee is recalled to a lower paying job classification, the employee shall be compensated at the rate of pay applicable to such job classification. The County shall not hire new employees in

bargaining unit positions from which employees have been laid off or hire any seasonal, temporary or part-time employees as long as there are still eligible employees on the recall list who are presently qualified to perform the work in the affected job classification who are willing to be recalled to said classification.

It shall be the responsibility of an employee on the recall list to provide the County with an address to which a recall notice can be sent. Any employee who declines a recall under this Section or who fails to notify the County of his intent to return to work within seven (7) calendar days after his notice of recall is sent by certified mail to the address he provides shall forfeit further recall rights; acceptance of the certified letter by the intended recipient is not required.

Section 11.3 Effects of Layoff.

Any employee who is laid off as a result of the County's decision to implement a layoff shall, in addition to the recall rights set forth above:

- (a) Be paid for any earned but unused vacation days.
- (b) To the extent applicable, to be permitted to remain in County's group insurance program at the employee's cost for a period of time not to exceed eighteen (18) months from the effective date of layoff by paying in advance each month the full applicable monthly premium.

ARTICLE XII **HOLIDAYS AND PERSONAL DAY**

Section 12.1 Holidays.

The following holidays for eligible employees are observed under this Agreement:

New Year's Day
Martin Luther King, Jr. Day
Lincoln's Birthday
Washington's Birthday
Columbus Day
Memorial Day
June 19th
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day

If a holiday falls on a Sunday, the following Monday shall normally be observed as the holiday. If a holiday falls on a Saturday, the previous Friday shall normally be observed as the holiday. However, in no instance shall a holiday be observed on a Saturday or Sunday.

Paid holidays shall be determined in each subsequent year by the County Board in consultation with the Chief Judge. In the event the County Board designates less than thirteen (13) holidays in a year, employees shall be given additional floating holidays so that the number of paid holidays for the year equals thirteen (13). In the event that the County Board designates more than thirteen (13) holidays in a year, bargaining unit employees will be entitled to the additional holidays.

Section 12.2 Holiday Pay.

Eligible full-time employees shall be credited with eight (8) hours straight-time pay for each unworked observed holiday, subject to the eligibility requirements set forth in Section 3 of this Article. If an employee works for more than 1040 hours in a calendar year as a heavy equipment operator, or more than 1040 hours in a calendar year as a crew leader, in the subsequent calendar year that employee's eight (8) hours of straight time pay for the holiday shall include one half of the applicable premium pay rate.

Full-time employees who work on a holiday shall receive, in addition to eight (8) hours of holiday pay: (i) double time for all hours worked on Thanksgiving, the Friday after Thanksgiving, Christmas and New Year's Day; and (ii) time and one half for all hours worked on the other holidays.

Section 12.3 Eligibility Requirements.

In order for an employee to be eligible for holiday pay, the following conditions must be met:

- (a) The employees must be employed as full-time for thirty (30) consecutive days before becoming eligible for holiday pay.
- (b) The employee must have worked his full scheduled working day immediately preceding and immediately following the holiday, unless: (i) the employee is on pre-approved (at least 24 hours in advance) time off for those days, or (ii) it is the first occasion of the calendar year that the employee has missed the last scheduled work day prior to the holiday or next scheduled work day of the holiday due to sickness, and the employee is not on an attendance program. Employees who are suspended, on disability leave, on workers' compensation, on pension, or on any other inactive payroll or unpaid leave status, however, shall not be eligible for holiday pay.
- (c) On the second or subsequent occasion (or the first if the employee is on an attendance program) of an unexpected absence due to sickness for part or all of the scheduled working day immediately preceding or immediately following the holiday, an employee will not receive his holiday pay unless the employee provides to the Department Head a doctor's excuse substantiating the need to be off work.
- (d) Any employee, who has given his or her resignation, is not eligible for holiday pay while utilizing paid time off (vacation, sick, personal, comp time, etc.) unless the employee will be returning to work after the paid time off is used.

Section 12.4 Personal Leave Day.

Full-time employees on the active payroll as of the beginning of a calendar year are entitled to eight hours off during that calendar year to attend to personal business. All personal leave days must be used by the end of the calendar year or it will be lost; it cannot be carried over from year to year and is not reimbursable. Requests for a personal leave day shall be made in writing as soon as reasonably possible after the need for the leave arises. When the leave is verbally approved at a point when the employee is not scheduled to be at work prior to taking the leave, the employee shall not be required to physically drop off the written request on his day off. Any personal leave granted for a day based on a request coming after the end of the previous day's work shift, however, will not be treated as an unplanned absence. The eight hours must be used in no less than two-hour increments, which must be taken at the beginning or end of a shift. Engineering Department employees may use paid time off in any increment (30 minutes or more) at any time during the normal eight-hour shift.

It is expressly understood that the final right to approve a request to utilize a personal leave day is exclusively reserved by the County Engineer.

If an employee works for more than 1040 hours in a calendar year as a heavy equipment operator, or more than 1040 hours in a calendar year as a crew leader, in the subsequent calendar year that employee's personal leave pay shall include one half of the applicable premium pay rate.

ARTICLE XIII VACATIONS

Section 13.1 Section 13.1 Vacation Allowance and Eligibility.

All regular, full-time employees will be granted vacation time based on the following accrual schedule:

Length of Continuous Service	Number of 8 Hour Work Shifts
After 6 months:	5
After 1 year	5
After 2 years	10
After 7 years	15
After 15 years	20
After 21 years	21
After 22 years	22
After 23 years	23
After 24 years	24
After 25 years	25

In order to be eligible for the entire annual vacation allowance, an employee must receive compensation for more than eighty (80) "hours of work" in each month of the annual period. An employee who fails to work the requisite number of hours each month will earn a pro-rated vacation allowance based upon the number of months worked which meet the minimum hours requirement. For purposes of this Section only, actual work time plus paid vacations and personal days shall be considered "hours of work"; no other paid or unpaid absence from duty shall be

counted as “hours of work.” Vacation time, except at the six-month service level, will be granted on January 1 of each year, based on the employee’s length of service on December 31 of the previous year. If an employee’s anniversary during that year entitles them to an additional week of vacation that time will be granted to them on their anniversary date and may be used during the remainder of that calendar year.

EXAMPLE:

An employee hired on

March 1, 1998	5 days
September 1, 1998	5 days
March 1, 1999	5 days
January 1, 2000	5 additional days
March 1, 2000 January 1, 2001-08	10 days
March 1, 2008	5 additional days

Section 13.2 Vacation Pay.

Vacation pay shall be paid at the rate of the employee’s regular straight-time hourly rate of pay in effect for the employee’s regular job classification on the payday immediately preceding the employee’s vacation. If an employee works for more than 1040 hours in a calendar year as a heavy equipment operator, or more than 1040 hours in a calendar year as a crew leader, in the subsequent calendar year that employee’s vacation pay shall include one half of the applicable premium pay rate.

Section 13.3 Vacation Scheduling.

Vacations shall be scheduled in advance, subject to approval by the County Engineer or his designee. In order to enable an employee to comply with this requirement, an employee may submit a request to schedule vacation time before such time is actually earned, but in no event shall an employee utilize vacation allowance before it is earned.

The County will develop and administer an initial, seniority-based vacation sign-up period. The County may begin taking vacation requests on November 15 for the following calendar year, and the sign-up period shall close no later than the end of business on December 15. The County Engineer shall post a schedule indicating the approved vacations of all employees on or before December 30.

Following the initial selection process, vacations shall be scheduled on a first come basis.

Engineering Department employees shall not be required to provide advance notice for scheduling vacation time of less than one week.

Requests to schedule a week of vacation shall be made at least seven (7) calendar days in advance. Requests to schedule less than a week but more than one consecutive day of vacation shall be made in writing (on a form provided by the Department) at least three (3) work days in advance. Requests to schedule one day of vacation shall be made in writing (on a form provided

by the Department) at least two (2) work days in advance. Requests to schedule one half (1/2) shift (pre-lunch or post-lunch) or less must be made in writing (on a form provided by the Department) to the employee's supervisor prior to the end of the previous day's work shift. The County Engineer or his designee may, in his sole discretion, consider a vacation request with less notice in a specific instance. The County recognizes that work can and often does slow unexpectedly and that in such cases it may be more efficient for an employee to take vacation time on short notice rather than waiting and taking vacation after giving notice as described above. The Agreement shall not be construed as an impediment to the County authorizing vacation on short notice in the appropriate circumstances, i.e. a private contractor has cancelled work for the following day.

When the leave is verbally approved at a point when the employee is not scheduled to be at work prior to taking the leave, the employee shall not be required to physically drop off the written request on his day off. Except as set forth in Section 4 below, an employee shall utilize vacation in increments of one half (1/2) shift.

All employees must take their vacation by December 31st within the vacation year it has been made available to be taken or the vacation will be forfeited without compensation to the employee. There are three exceptions: (1) in situations where the County Engineer postpones a week of vacation scheduled during November or December, the County Engineer may allow an employee to carry over his vacation an additional ninety (90) days; (2) employees who receive an additional week of vacation in October, November or December may have until March 31 to use the additional week; and (3) employees who do not use their vacation time during the calendar year may request in writing that such time be deposited in their extended illness bank, subject to the approval of the County Engineer.

Notwithstanding any other provision of this Agreement, it is expressly agreed that the final right to designate, approve and cancel vacation periods and the maximum number of employee(s) who may be on vacation at any time is exclusively reserved by the County Engineer.

Section 13.4 Paid Time Usage of One-Half (1/2) Shift or Less.

No more than twenty-four (24) hours of paid time off (vacation, personal, sick and extended illness, compensatory time) may be utilized in less than one half (1/2) shift increments (minimum increment of two (2) hours in any rolling twelve-month period). Paid time off utilized in an increment of one-half (1/2) shift or less must either begin at the start of a shift or end at the end of a shift. The Department may, in its discretion, not count paid leaves of less than one half (1/2) shift toward the twenty-four (24) hour limitation during times of inclement weather, where in the Department's judgment and absent emergency operations, weather conditions severely interfere with outdoor work. Engineering Department employees may use paid time off in any increment (30 minutes or more) at any time during the normal eight-hour shift.

Section 13.5 Inclement Weather

On days when weather conditions prevent outdoor work, employees may use paid time off for such days, provided the County does not have other pressing operational needs—including emergency operations. The paid time off that may be used under this provision includes vacation, personal or compensatory time.

Section 13.6 Termination.

Upon termination of employment for any reason, a non-probationary bargaining unit employee shall receive compensation for all earned but unused vacation time at the employee's regular straight-time hourly rate of pay in effect for the employee's regular job classification on the date of termination. Employees with less than one (1) year of service shall not be entitled to any compensation for unused vacation time if their employment terminates prior to completion of their probationary period.

ARTICLE XIV

SICK AND EXTENDED ILLNESS LEAVE

Section 14.1 Purpose and Allowance.

Sick leave and extended illness leave with pay is provided as a benefit in recognition that full-time employees and their immediate families do contract various illnesses from time to time, that their financial resources may be diminished in such instances if pay is discontinued, and that it may not be in the best interest or health of the employee or fellow employees to work while sick. Full-time employees may utilize sick and extended illness leave for the following purposes, subject to the rules set forth herein:

- (a) For the employee's illness, injury or medical appointment;
- (b) For an illness, injury or medical appointment of the employees' child, step-child, spouse, parent, mother-in-law, father-in-law, grandchild, grandparent or stepparent.

Section 14.2 Days Earned in Accumulation.

Sick leave and extended illness leaves will be granted on January 1st of each year for eligible employees and will be based on the employee's full-time service as of December 31st of the prior year provided the employee has at least one full year of service. Employees who have a six month, 1, 2, or 5-year anniversary during any given year will be eligible for five (5) days of additional time on their anniversary date:

Length of Continuous Service	Number of 8 Hour Work Shifts
After (6) months continuous service:	Five (5) sick days
After one (1) year continuous service:	Five (5) sick days;
After two (2) years of continuous service:	Six (6) days and Four (4) extended illness days;
After five (5) years of continuous service:	Six (6) days and nine (9) extended illness days.

In order to be eligible for the entire annual sick and extended illness leave allowance, an employee must receive compensation for more than one hundred twenty (120) "hours of work" in each month of the annual period. An employee who fails to work the requisite number of hours each month will earn a pro-rated sick and extended illness leave allowance based upon the number of months worked which meet the minimum hours requirement. For purposes of this Section only, actual work, vacations, extended illness leave, jury duty and holidays shall be considered "hours of work"; no other paid or unpaid absence from duty shall be counted as "hours of work." Sick leave cannot be taken before it is actually earned.

EXAMPLE: An employee is hired on March 1, 1996 and is eligible for the entire sick and extended illness leave allowance:

September 1, 1996	Five (5) sick days.
March 1, 1997	Five (5) sick days.
January 1, 1998	Five (5) sick days.
March 1, 1998	One (1) additional sick day plus Four (4) extended illness days.
January 1, 1999-2001	Six (6) sick days plus Four (4) extended illness days.
March 1, 2001	Five (5) extended illness days.
January 1, 2002	Six (6) sick days plus Nine (9) extended illness days.

Section 14.3 Sick and Extended Illness Leave Usage.

Sick and extended illness leave shall be used in increments of no less than one-half (1/2) shift, except as set forth in Section 13.4. Consistent with Section 13.4, sick or extended illness leave utilized in an increment of one-half (1/2,) shift or less must either begin at the start of a shift or end at the end of a shift.

On December 31st of every year all unused sick time will be transferred to the extended illness bank. A maximum of one hundred twenty (120) days (960 hours) may be stored in the extended illness bank. Sick or extended illness leave may be utilized only for the purposes specified in Section I of this Article. Upon termination from County service, accumulated but unused sick leave and extended illness benefits will not be paid.

The following guidelines will be followed as it relates to sick leave and the extended illness bank:

1. Any time an employee has a doctor's excuse substantiating the need to be off work for a medical condition, their time may be used from the Extended Illness Bank. With Department Head approval, this may also hold true for any sickness in the immediate family (with a Doctor's excuse). A copy of the Doctor's excuse must also be submitted by the Department Head to the Payroll Department.
2. If an employee is hospitalized, the accumulation in the extended illness bank will be used to continue the employee's regular pay. However, an approved statement from the Physician or admittance to a hospital will be necessary for any benefits to be received from the extended illness bank.
3. If the employee exhausts the extended illness bank, any sick or vacation days that have been accrued may be used to extend the employee's regular pay.
4. If any employee is eligible for Illinois Municipal Retirement Fund (IMRF) disability payments, he may apply after the appropriate waiting periods have been achieved (see IMRF policy). No individual may receive IMRF disability payments at the same time he or she is collecting full pay based on use of their sick or vacation time.

5. If an employee is hospitalized as a result of the illness immediately following days of illness as a result of the illness, he or she will be paid from the extended illness bank retroactively from the first day of the illness.
6. An employee undergoing outpatient surgery may be paid from the extended illness bank from the day of surgery.
7. While an employee is utilizing the time from his or her extended illness bank, the employee will continue to accrue vacation and sick time. However, that time may not be used until the employee returns to work on a full-time basis.
8. If an employee requires on-going treatment for an injury or illness, the employee may utilize time from their extended illness bank beginning the fourth day of absence, providing that there is proper documentation from the employee's physician.

Section 14.4 Notification.

All foreseeable sick or extended illness leave requires advance approval of the County Engineer. Notification of absence due to unforeseeable sickness shall be given to an individual designated by the County Engineer as soon as possible on the first day of such absence and every day thereafter (unless this requirement is waived by the County Engineer or his designee in writing with notice sent to the employee), but no later than one-half (1/2) hour before the start of the employee's work shift. Failure to properly report an illness, except for extenuating circumstances, may be considered as absence without pay and may subject the employee to discipline, as well.

Notice of an employee's desire to return to work after a lengthy illness must be given to the County Engineer no less than twenty-four (24) hours in advance.

Section 14.5 Medical Verification.

As a condition to eligibility for paid sick or extended illness leave under this Section, the County may require, at its discretion, any employee to submit a physician's certification of illness when the employee has been off sick for three (3) or more consecutive work days; has had repeated illnesses of shorter periods; or in such other circumstances as may be deemed appropriate by the County Engineer or the Human Resource Director. The County also reserves the right, at its discretion, to require an employee utilizing sick or extended illness leave to submit at any time during such leave to an examination by a doctor designated by the County, at the County's expense (to the extent not otherwise covered by insurance), for the purpose of determining the employee's fitness for duty.

Section 14.6 Abuse of Sick or Extended Illness Leave.

Abuse of sick or extended illness leave is a serious matter. The Union shall join the County in making an effort to contact the abuse of sick or extended illness leave wherever and whenever it may occur. An employee obtaining sick or extended illness leave under false pretenses will be subjected to disciplinary action.

Section 14.7 Pension Benefit at Retirement.

To the extent permitted by the Illinois Municipal Retirement Fund, an employee may be provided creditable service for that portion of the employee's accumulated but unused sick and extended illness leave for which payment is not received.

Section 14.8 Extended Illness Bank "Excessive Time."

Long time County employees who have been prudent in their use of sick leave may accumulate more than the 120 days allowed by the Extended Illness Bank. In an effort to reward these employees for outstanding attendance, employees will be able to trade in extra Extended Illness Days for additional monetary compensation. Once an employee exceeds 120 days in their Extended Illness Bank the County will pay the employee twenty percent (20%) of the value of their unused sick and extended illness bank in excess of 120 days. The maximum payment per year is three (3) days of pay per employee. The payments shall be made in January.

Section 14.9 Annual Sick/Extended Illness Leave Conversion/Buyback.

Employees who have forty-five (45) days or more of accrued and unused sick and extended illness leave as of December 31 of each year and who, in that year, used less than four days of non-FMLA related sick leave (not extended illness), may trade up to three (3) days of extended illness leave for three (3) personal days in the following year. The personal days may be used pursuant to Section 12.4 and must be used during the calendar year obtained or will be lost. In the alternative, the employee may elect, in lieu of conversion to personal leave, to sell back up to three (3) extended illness days into the employee's Section 457 deferred compensation plan at a 50% rate. Employee elections must be made by January 31st of the year.

ARTICLE XV LEAVES OF ABSENCE

Section 15.1 Unpaid Discretionary Leaves.

The County in its discretion may grant an unpaid leave of absence under this Article for a period of up to thirty (30) calendar days to any bargaining unit employee with at least twelve months of service where the County determines there is good and sufficient reason. The County shall set the duration, terms and conditions of such leaves.

Any request for unpaid discretionary leave shall be submitted in writing by the employee to the County Engineer or his designee as far in advance as practicable. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires. Authorization for leave of absence shall, if granted, be furnished to the employee by the County Engineer or his designee and it shall be in writing. Only one request per twelve months will be considered.

Section 15.2 Military Leave.

Military leave shall be granted in accordance with applicable law. Employees must apply for such leave as soon as they are aware of the need for such leave.

In addition, full-time non-probationary employees will be protected against loss of income as a result of participation in annual encampment or training duty in the reserves or national guard for up to two weeks of training in a calendar year. In these circumstances, the County will pay the difference between what the employee earns from the government for his first two weeks of military service and what the employee would have earned as normal straight time earnings on the job provided the employee provides proof of what he was paid during his reserve/guard training within fifteen days of the receipt of his military payment.

Section 15.3 Jury Duty or Witness Leave.

Should any employee covered by this Agreement be required to serve on a jury or called by the County, or subpoenaed by a party not suing or acting on behalf of the employee, to appear in a court suit as a witness in his capacity as a County employee, that employee shall be excused from work without loss of regular straight-time pay for the days (for jury duty) or portions thereof (for witness duty) on which the employee must be present for such service and on which the employee would have otherwise been scheduled to work. The employee shall submit a certificate evidencing that he/she appeared and served as a juror or submit a copy of his subpoena if a witness and shall remit any juror/witness fee in order to receive pay for such any service/witness appearance. The employee may retain any money received to cover travel, meal, and/or lodging expenses.

Section 15.4 Funeral Leave.

In the event of the death of an immediate family member, a full-time non-probationary employee may be granted up to three (3) consecutive calendar days off without loss of pay, if necessary, in order for the employee to attend funeral services. For purposes of this Section, immediate family shall include the employee's spouse or any of the following of either the employee or their spouse: parents, children, siblings, grandparents, grandchildren, step parents or stepchildren.

If additional time is needed, an employee may be permitted upon approval of the County Engineer to use up to three (3) days of time from the Extended Illness Bank. In the event of the death of an extended family member or close friend, an employee may be permitted, upon approval of the County Engineer, to use up to three (3) days of time from the Extended Illness Bank to attend funeral services.

An employee shall provide satisfactory evidence of the death, his need for the requested time off, and of the employee's attendance at the funeral services if so requested by the County.

Section 15.5 Family Medical Leave Act.

The parties agree that the County may adopt policies to implement the Family and Medical Leave Act of 1993 that are in accord with what is legally permissible under the Act.

Section 15.6 Non-Employment Elsewhere.

A leave of absence under any provision of this Agreement will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Any employee who engages in such employment elsewhere (including self- employment) while on any leave of absence provided in this Article or Agreement may be subject to discipline up to and including discharge. This section shall not apply to vacation, personal leave or compensatory time off.

ARTICLE XVI SALARIES

Section 16.1 Salaries.

Effective December 1, 2022, employees who are employed as of ratification of this Agreement and have maintained satisfactory performance shall be paid the wage increases:

- Effective December 1, 2022, pay for all employees who have maintained satisfactory performance shall increase by 4%.
- Effective December 1, 2023, pay for all employees who have maintained satisfactory performance shall increase by 3%.
- Effective December 1, 2024, pay for all employees who have maintained satisfactory performance shall increase by 3%.

Section 16.2 Retroactive Pay.

All pay increases are retroactive on all hours paid from December 1, 2022.

Section 16.3 New Hires

New hires normally shall begin work at the starting rate for their job classification. The County reserves the right, however, to start a new hire at a higher rate of pay should it so choose. Starting rates for the job classifications within the bargaining unit are as follows for the life of the Agreement:

Position	Starting Rate
Automotive Mechanic	\$22.59
Automotive Parts Warehouse	\$20.37
Engineering Technician	\$17.74
Equipment Operator	\$22.59
Principal Engineering Technician	\$28.03
Senior Automotive Mechanic	\$22.79
Senior Engineering Technician	\$22.79
GIS Technician	\$22.96

Starting rates will increase each December 1 thereafter based upon the across-the-board non-equity adjustment increase rate.

All employees who maintain satisfactory performance and who are not at the top of the pay scale within their classification shall receive an additional 5% pay raise on their anniversary date of employment until such time as they reach the top of the pay scale. In no event shall it take more than seven (7) years of satisfactory performance in a specific position to reach the top of that position's pay scale. Nothing herein shall prohibit the County from providing employees more frequent increases or increases greater than 5% provided such increases do not raise an employee's pay above the top of the pay scale.

Section 16.4 Crew Leader (CL) Pay.

An employee assigned to lead/supervise three or more people besides himself for at least two (2) hours in a day shall receive a 5% increase in his base rate of pay for the actual time so assigned.

Section 16.5 Class I Heavy Equipment Operator (HEO) Pay.

An employee assigned to operate any of the following specific pieces of equipment for at least two (2) hours in a day shall receive a 10% increase in his base rate of pay for the actual time so assigned: paint striping truck (both ends), grader and gradall.

Section 16.6 Class II Heavy Equipment Operator (HEO) Pay.

An employee assigned to operate any of the following specific pieces of equipment for at least two (2) hours in a day shall receive an 8% increase in his base rate of pay for the actual time so assigned: end loader, vibratory roller, sandblaster, "line laser" paint striping machine, shoulder machine, "tiger" boom mower, skid loader and paint booth (paint gun and body filling and shaping only).

Section 16.7 Class III Heavy Equipment Operator (HEO) Pay.

An employee assigned to any of the following specific pieces of equipment for at least two (2) hours in a day shall receive a 4% increase in his base rate of pay for the actual time so assigned: highway mowers, spray patcher (driver and operator) and bucket truck (sign truck). This provision shall apply to both employees assigned to the bucket truck (sign truck).

Section 16.8 Acting Maintenance Division Supervisor (AMDS) Rate.

An employee assigned to supervise the Maintenance Division for a period of at least two (2) hours in a day in the absence of a full-time supervisor shall receive a 20% increase in his base rate of pay for the actual time so assigned. Section 16.7 Acting Chief Mechanic.

When the Senior Automotive Mechanic is assigned to supervise the Shop in the absence of the Chief Automotive Mechanic (including split shift situations) for at least two (2) hours in a day he shall receive an increase of 15% in his base rate of pay for the actual time so assigned.

Section 16.9 Herbicide Applicators & Operators.

An employee who is licensed either as an Applicator or an Operator for application of herbicides and who is assigned to apply herbicides for the County for a period of at least two (2) hours in a day shall receive a 5% increase in his base rate of pay for the actual time so assigned.

Section 16.10 Radiation Safety Officer.

An employee who is assigned as a Radiation Safety Officer shall receive a one dollar (\$1.00) increase per hour over the base rate for a Principal Engineering Technician.

Section 16.11 Direct Deposit

Bargaining unit employees shall be permitted to have their pay electronically deposited into the financial institution of their choosing in a manner consistent with other County employees.

Section 16.12 HMA Level I and II

An employee who has obtained HMA Level I shall receive fifty cents (.500) per hour increase over the base rate for a Principal Engineering Technician. An employee who has obtained HMA Level II shall receive an additional fifty cents (.500) per hour increase over the base rate for a Principal Engineering Technician.

ARTICLE XVII INSURANCE

Section 17.1 Medical and Life Insurance Plan.

During the term of this Agreement, the County shall continue to make available to non-- retired, full-time employees and their eligible dependents the same medical and life insurance plan(s) as provided for regular, full-time unrepresented employees. The County reserves the right to make any changes, reductions, modifications, deletions, or improvements with respect to employee medical or life insurance (including but not limited to changes in insurance carriers, insurance plans, benefit levels, deductibles, co-payment levels, opting for self-insurance, etc.), so long as such changes are equally applicable to regular, full-time non-probationary unrepresented employees.

During the term of this contract the employee shall pay 25% of the monthly premium for the type of coverage elected by the employee under the County's medical plan(s). The employee will contribute toward the payment of life insurance premiums at the same rate as regular, full-time non-probationary unrepresented employees. The amount of employee premium contributions required under this Section shall be deducted from the employee's regular paychecks.

Section 17.2 Cost Containment.

The County reserves the right to maintain or institute cost containment measures relative to insurance coverage.

Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, bounty clause, and mandatory outpatient elective surgery for certain designated surgical procedures.

Section 17.3 Terms of Policies to Govern.

The extent of coverage under the insurance policies referred to in this Article shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the grievance procedure set forth in this Agreement.

Section 17.4 Right to Maintain Coverage While on Unpaid Leave or on Layoff.

An employee who is on an approved unpaid leave of absence or who is on layoff with recall rights shall have the right to maintain insurance coverage by paying monthly in advance the full applicable monthly premium for employee coverage and, if desired, for dependent coverage.

Section 17.5 IRC Section 125 Plan.

The Employer shall permit full-time employees to participate in the IRC Section 125 Plan offered to regular, full-time unrepresented employees of the County. This Plan will remain in effect so long as it continues to be permitted by the Internal Revenue Code.

ARTICLE XVIII SAFETY

The County, the Union and the employees recognize the importance of maintaining safe working conditions, and in complying with all applicable safety and health laws, rules and regulations, as they may change from time to time.

In the event an employee reasonably and justifiably believes that his health and safety are in danger due to unsafe working conditions or equipment, he shall immediately inform a supervisor who shall have the responsibility to determine what action, if any, shall be taken, including whether the job should be continued or working conditions should be modified.

In the event an employee reasonably and justifiably believes that he has not been properly trained on a piece of equipment or a particular job function, he shall immediately inform a supervisor who shall have the responsibility to determine what action, if any, shall be taken.

ARTICLE XIX MISCELLANEOUS

Section 19.1 Gender of Words.

The masculine gender as used herein shall be deemed to include the feminine gender, unless the feminine gender is clearly inappropriate in the context of the provisions(s) concerned.

Section 19.2 Ratification and Amendment.

This Agreement shall become effective when ratified by the Union and the County Board and signed by authorized representatives thereof and may be amended or modified during its term only with mutual written consent of both parties.

Section 19.3 Physical Examinations.

If, at any time, there is any question concerning an employee's fitness for duty or fitness to return to duty following a layoff or leave of absence, the County may require, at its expense (to the extent not otherwise paid for by the employee's insurance), that the employee have a physical examination and/or psychological examination by a qualified and licensed medical professional selected by the County.

Section 19.4 Americans With Disabilities Act.

The parties agree that the Employer may, notwithstanding any other provisions of this Agreement, take action that is in accord with what is legally required under the Americans With Disabilities Act ("ADA") in order to be in compliance with the ADA.

Section 19.5 Drug and Alcohol Testing.

The County may require employees to submit to a urinalysis test and/or other appropriate drug or alcohol testing at a time and place designated by, the County, providing, in the opinion of the County Engineer or his designee, there is sufficient cause for such testing, i.e., reasonable individualized suspicion. Without limiting the foregoing, drug or alcohol testing may also be required at any time when an employee is involved in any work-related incident which has resulted in personal injury or property damage. The County also may require any or all employees to participate in random drug testing. Any random testing performed shall comply with federal and state regulations relating to employees with CDL licenses.

If an employee tests positive in any such test, the test results shall be submitted to the County Engineer and/or his designee for appropriate action.

Prohibition, use, sale, purchase, delivery or possession of illegal drugs at any time and at any place (on or off the job) while employed by the County, abuse of prescribed drugs, failure to report to the County Engineer any known adverse side effects of medication or prescription drugs which the employee may be taking, consumption or possession of alcohol while on duty, or being under the influence of alcohol while on duty (which shall be defined as a blood alcohol level of more than .02%), shall be grounds for discipline.

Section 19.6 Light Duty.

The County may in its discretion require employees who are unable to perform their regular job duties on a temporary basis because of a duty related injury to return to work in an available light duty assignment that the employee is qualified to perform, provided that the County's physician has determined that: (i) the employee is physically able to perform the light duty assignment in question without significant risk; (ii) such return to work will not aggravate any pre-existing injury, (iii) there is a reasonable expectation that the employee will be able to assume full duties and responsibilities within 120 calendar days. The terms and conditions of the light duty assignment, including hours of work, shall be determined exclusively by the County Engineer or his designee. It is agreed that a light duty assignment need not necessarily be confined to the County Highway Department. Generally, a light duty assignment under this Section shall not exceed 120 calendar days. The County reserves the right to terminate any light duty assignment at an earlier time if the County's physician determines that an employee is capable of returning to his or her normal job duties.

If an employee returns or is required to return to work in a light duty assignment and the employee is unable to assume full duties and responsibilities within 120 calendar days, the County retains the right to terminate the employee's light duty assignment.

Nothing herein shall be construed to require the County to create a light duty assignment for an employee. Employees will only be assigned light duty assignments when the County determines that the need exists, and only as long as such need exists.

Section 19.7 Outside Employment.

There shall be no restriction on outside employment except that employees may not engage in outside employment if that employment infringes on their ability to satisfactorily perform all of

the functions required by the County. Bargaining unit employees shall advise the County Engineer in writing of the name, telephone number and address of any outside employer. While working on outside jobs, employees are not covered by the County's workers' compensation insurance.

Section 19.8 No Smoking.

All employees are strongly encouraged to quit smoking. Employees are prohibited from smoking in County buildings, and in County vehicles and equipment if/when a vehicle passenger object.

Section 19.9 Right to Representation.

Employees have a right to request and have a Union steward present in accordance with employee Weingarten rights during investigatory interviews in which the employee reasonably believes he may be disciplined.

Section 19.10 Employee Discipline.

The County agrees in principle to the tenets of progressive and corrective discipline for non-probationary employees; however, nothing in this Agreement limits the County's right to summarily discharge or suspend an employee without warning for serious offenses. Discipline shall include, but not be limited to the following: oral reprimand; written reprimand; suspension; and discharge. The County shall not discipline or discharge a non-probationary employee without just cause.

All discipline with the exception of oral reprimands shall be documented and placed in the employee's personnel file with copies of any discharges sent to the Union office.

Section 19.11 Tuition Reimbursement.

Full-time employees who wish to advance their educational qualifications at college level may be reimbursed the cost of tuition for successful completion of college level courses which are related to their work assignments, as determined by the County Engineer and the Human Resources Director. An employee requesting tuition reimbursement must submit a written request in advance which describes the courses the employee wishes to take and the applicable tuition costs. Tuition reimbursement is subject to budgetary constraints and the approval of the County Engineer and Human Resources Director.

In order to be eligible for reimbursement, the employee must have completed at least one year of full-time service and have at least a satisfactory job performance rating. The maximum eligible cost of coursework to be reimbursed will be based on similar courses given locally at Kankakee Community College. Any employee who receives reimbursement for his or her tuition from another source (i.e., scholarship, grant) is only eligible for the portion of the tuition that was not covered by another outside source. Reimbursement shall be made upon completion of the approved course with a minimum grade of "C" or higher.

Employees whose requests for tuition reimbursement are approved will be required to sign the tuition reimbursement agreement in which he agrees that if he leaves the employment of County for any reason within three years after completion of the course of studies for which he received tuition reimbursement, he shall repay the County its full reimbursement costs.

Section 19.12 Mechanic Uniforms.

The County will pay the cost of an approved uniform service for those mechanics who opt for the service.

Section 19.13 Personnel Records.

An employee shall be provided with access to his or her personnel record, and all other rights in accordance with the Illinois Personnel Record Review Act, as amended, 820 ILLS 40/0.01.

Section 19.14 Subcontracting.

It is the general policy of the County to continue to utilize its employees to perform work they are qualified to perform. However, the County reserves the right to contract out any work it deems necessary. Except where an emergency situation (including natural and/or man-made disasters) exists, before the County contracts out work in a general area, where such contracting out would result in the layoff of any non-probationary bargaining unit employees, the County will notify the Union and offer the Union an opportunity to meet and discuss the matter at least thirty (30) days before the date an existing non-probationary bargaining unit employee is laid off, i.e., removed from the active payroll, as a direct result of such contracting out. Such discussion may include, among other items, the relative economic costs and the effects of such action upon bargaining unit employees who may be laid off as a result of such contracting out. Following notice and an opportunity to meet, the County reserves the right to proceed with such layoff.

Section 19.15 Reimbursement for Training Expenses.

The County agrees to compensate all bargaining unit employees at the appropriate straight time or overtime rate for any and all time (including transportation time) spent attending any approved, job-related training or schooling. This includes training or schooling the bargaining unit employees attends during or after normal work hours or on the weekend. The County shall reimburse all expenses incurred by bargaining unit employees attending any approved, job-related training or schooling in accordance with the then-current County of Kankakee Policy & Procedure.

Section 19.16 County Engineer's Designee.

For purposes of implementing Sections 4.3, 6.4, 6.5, 7.2, 13.3, 14.4, 15.1 19.5, and 19.6 of this Agreement, the County Engineer will designate an individual authorized to act on his or her behalf and make that name available to bargaining unit members.

ARTICLE XX SAVINGS CLAUSE

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

ARTICLE XXI **ENTIRE AGREEMENT**

This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its terms.

The County and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement . In so agreeing, the parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The Union specifically waives any right it may have to impact or effects bargaining for the life of this Agreement. The County agrees to any bargaining obligation it may have under the Illinois Labor Relations Act.

ARTICLE XXII **DURATION AND TERM OF AGREEMENT**

Section 22.1 Termination in 2025.

This Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on the 30th day of November 2025. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary date.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless either party gives at least ten (10) days' written notice to the other party of its desire to terminate this Agreement, provided such termination date shall not be before the anniversary date set forth in the preceding paragraph.

Executed this ____ day of July 2023.

KANKAKEE COUNTY

By:

Andrew H. Wheeler, Board Chairman

By:

Dan Hendrickson, County Clerk

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

By:

James M. Sweeney, President/Business
Manager

By:

Bryan Diemer, Associate General Counsel

By:

Gay Bogg
Union Steward

APPENDIX A

NAME	CLASSIFICATION	12/1/2021	6/1/2021	12/1/2022	12/1/2023	12/1/2024
		2%	1%	4%	3%	3%
BAINE, THOMAS IV	Automotive Mechanic		\$30.31	\$31.52	\$32.47	\$33.44
BEGGS, GARY W.	Equipment Operator	\$28.59	\$34.02	\$35.38	\$36.44	\$37.54
BERTRAND, RANDY L.	Equipment Operator	\$33.68	\$34.02	\$35.38	\$36.44	\$37.54
BILLINGS, TIMOTHY	Equipment Operator	\$28.59	\$34.02	\$35.38	\$36.44	\$37.54
BOEHRNSEN, ALEXANDER	Equipment Operator		\$24.95	\$25.95	\$26.73	\$27.53
DeLONG, JAMES M	Sr. Principal Eng Tech		\$31.00	\$32.24	\$33.21	\$34.20
DOSS, WILLIAM J. (BJ)	Equipment Operator	\$33.68	\$34.02	\$35.38	\$36.44	\$37.54
JENSEN, TERRY	Equipment Operator		\$28.88	\$30.04	\$30.94	\$31.86
GALLOWAY, AARON L.	Equipment Operator	\$31.53	\$34.02	\$35.38	\$36.44	\$37.54
GLENN, ERICK L.	Equipment Operator	\$31.53	\$34.02	\$35.38	\$36.44	\$37.54
HAYNES, KYLE	Equipment Operator		\$26.20	\$27.25	\$28.07	\$28.91
LALUNA, NICHOLAS J.	Equipment Operator	\$33.68	\$34.02	\$35.38	\$36.44	\$37.54
LUEDTKE, SHAUN M.	Principal Engr. Technician	\$42.78	\$42.11	\$43.79	\$45.10	\$46.46
MEYER, FRED	Equipment Operator	\$28.59	\$34.02	\$35.38	\$36.44	\$37.54
MILTON, BRIAN	Equipment Operator		\$26.20	\$27.25	\$28.07	\$28.91
MINGO, RODNEY*	Equipment Operator	\$24.70	\$30.33	\$33.12	\$34.12	\$35.14
MOORE, DALE R.	Automotive Mechanic	\$33.68	\$34.02	\$35.38	\$36.44	\$37.54
O'CONNOR MICHAEL P.	Equipment Operator	\$28.59	\$34.02	\$35.38	\$36.44	\$37.54
PEREZ, KELLY	Equipment Operator		\$24.95	\$25.95	\$26.73	\$27.53
ROSENDALH, DERON R.	Equipment Operator	\$33.68	\$34.02	\$35.38	\$36.44	\$37.54
ROY, CHRISTOPHER	Equipment Operator		\$24.95	\$25.95	\$26.73	\$27.53
SHARPE, ADAM	Equipment Operator		\$24.95	\$25.95	\$26.73	\$27.53
SMITH, SHAWNTELL	Equipment Operator		\$28.88	\$30.04	\$30.94	\$31.86
VAZQUEZ, LORIE A.	Parts Warehouser	\$30.45	\$31.35	\$32.60	\$33.58	\$34.59
WOOD, ROBERT E.	Equipment Operator	\$28.59	\$34.02	\$35.38	\$36.44	\$37.54
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<u>Top Rate by Classification:</u>						
Engineering Technicians		\$32.35	\$32.68	\$33.98	\$35.00	\$36.05
GIS Technicians		\$38.42	\$38.81	\$40.36	\$41.57	\$42.81
Senior Engineering Technician		\$35.38	\$35.74	\$37.16	\$38.28	\$39.43
Principal Engineering Technician		\$41.69	\$42.11	\$43.79	\$45.10	\$46.46
Equipment Operator		\$33.68	\$34.02	\$35.38	\$36.44	\$37.54
Automotive Mechanic		\$33.68	\$34.02	\$35.38	\$36.44	\$37.54
Automotive Parts Warehouser		\$31.05	\$31.35	\$32.60	\$33.58	\$34.59
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*5% increase 12/1/2022 at 6 year anniversary (+4%)

Appendix B

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL UNION NO. 150, 150B, 150A, 150C, 150RA, 150D, 150G, 150M
AFFILIATED WITH THE A.F.L.-C.I.O. AND BUILDING TRADES DEPARTMENT

JAMES M. SWEENEY
PRESIDENT-BUSINESS MANAGER



(708) 482-8800 • FAX (708) 482-7186
6200 JOLIET ROAD
COUNTRYSIDE, IL 60525-3992

GRIEVANCE

Use additional sheets if necessary

Grievant's Name:

Date Filed:

STEP ONE

Date of Incident or Date Grievant knew of Facts Giving Rise to Grievance:

Article(s) & Section(s) of Contract Violated: Including, but not limited to,

Brief Statement of Facts:

Remedy Sought:

any and all other appropriate remedies.

Faxed To:

Time and Date:

Grievant's Signature

Representative's Signature

EMPLOYER'S STEP ONE RESPONSE

Employer's Representative Signature

Positions

Response Recipient

Date

STEP TWO

Given To:

Date and Time:

Grievant's Signature

Representative's Signature

EMPLOYER'S STEP TWO RESPONSE

Employer Representative Signature

Position

Response Recipient

Date

STEP THREE

INTERNATIONAL UNION OF OPERATING ENGINEERS

36

Reason for Advancing Grievance:

Given To:

Date and Time:

~ Grievant's Signature

Representative's Signature

EMPLOYER'S STEP THREE RESPONSE

Employer Representative Signature

Positions

Response Recipient

Date

STEP FOUR

Reasons for Advancing Grievance:

Given To:

Date and Time:

Grievant's Signature

Representative's Signature

EMPLOYER'S STEP FOUR RESPONSE

Employer Representative Signature

Position

Response Recipient

Date