

AGREEMENT

COUNTY OF VERMILION

VERMILION COUNTY HIGHWAY DEPARTMENT

AND

CHAUFFEURS, TEAMSTERS & HELPERS LOCAL 26

AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

December 1, 2010 through November 30, 2012

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## AGREEMENT

This Agreement is entered into this 14th day of June, 2011, by and between the County of Vermilion and the Highway Department of the County of Vermilion, hereinafter referred to jointly as the Employer, and Chauffeurs, Teamsters and Helper's Local #26, hereinafter referred to as the Union.

### ARTICLE 1-PURPOSE OF AGREEMENT

It is the purpose of this Agreement to:

1.01 Assure sound and mutually beneficial working and economic relationships between the Parties;

1.02 Establish procedures for the resolution of disputes concerning the interpretation and/or application of this Agreement;

1.03 Place in written form the Parties' agreement upon terms and conditions of employment for the duration of this Agreement. The Employer and the Union through this Agreement shall continue their dedication to the highest quality of service and of protection to the County of Vermilion. Both Parties recognize this Agreement as a pledge of this dedication. It is therefore agreed as follows:

### ARTICLE 2 - RECOGNITION

2.01 In accordance with the Certification of the Illinois State Labor Relations Board in Case Number S-UC-(S)-94-60, incorporated by reference herein, the Employer recognizes the Union as the exclusive representative of all the employees in the bargaining unit set forth below, for purposes of collective bargaining with respect to rates of pay, hours of employment, and other terms and conditions of employment. Included: All Highway Maintenance Workers, Maintenance Supervisor, and Resident Technicians  
Excluded: All Elected Officials, Supervisory, Managerial and Confidential Employees, Clerk-Steno Secretary, Short-term and all other employees of the Vermilion County Highway Department and Vermilion County as defined in the IPLRA.

2.02 In the event the Employer establishes any new or different classifications of employees not listed above as being within the bargaining unit of this Agreement; or, in the event that the duties and responsibilities of any of the classifications listed above is changed; and, the Parties are unable to determine within a brief and reasonable period of time whether it is appropriate and consistent with the Certification and with this Article 2 either to include or to exclude such classification in the bargaining unit, then the Parties shall seek a clarification of such issues from the State Labor Relations Board.

2.03 The County shall not enter into any agreement covering terms and conditions of employment with the employees in the bargaining unit of this Agreement, either

individually or collectively, which in any way conflicts with this Agreement, except through the Union.

### ARTICLE 3 - UNION DUES, CHECK-OFF AND FAIR SHARE

3.01 The Employer shall deduct monthly from the pay of each bargaining unit employee from whom it has received a written authorization to do so, the amount certified by the Union to be the amount required for payment of monthly membership dues and uniform initiation fees and remit the sums deducted to the Union within twenty (20) working days after the deductions are made.

3.02 All bargaining unit employees who are not members of the Union and who do not become members of the Union within sixty (60) days of the effective date of this Agreement or of their date of employment, whichever is the later, and continuing during the term of this Agreement so long thereafter as they are not members of the Union shall pay to the Union each month their fair share of the costs of services rendered by the Union which are chargeable to non-members under applicable law, as certified by the Union to the Employer, and which may not exceed the monthly dues uniformly required of members of the Union. Upon receipt of said certification, the Employer shall deduct monthly and remit to the Union within twenty (20) working days thereafter the required fair share contribution from the pay of any employee who has not authorized the deduction of Union dues pursuant to 3.01, above.

3.03 The Employer shall be relieved from making the above deductions upon termination of employment, transfer from the bargaining unit, or revocation of the authorization; and, the Employer shall not be obligated to deduct dues from an employee's pay during any month in which the employee's pay is less than the amount to be deducted.

3.04 The only obligation of the Employer is to deduct and remit the certified amounts to the Union. The Employer shall bear no obligation or liability to the Union or any employee for any mistakes made in compliance with said obligation. The Union shall indemnify, defend, and hold harmless the Employer, its Officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, or any other forms of liability that shall arise out of or by reason of any action by the Employer for the purpose of complying with this Article 3, or in reliance upon any list, form, notice, certification, or assignment furnished pursuant to the provisions hereof.

### ARTICLE 4 - NO STRIKES, NO LOCKOUTS

4.01 There shall be no strikes, slow-downs, stoppages of work or interference in any form with worker operations for any reason, cause, or purpose during the term of this Agreement. The Union also expressly waives, for the term of this Agreement, any right to strike over matters which are not subject to the grievance and/or arbitration procedures of this Agreement, including any sympathy strikes.

4.02 Any employee who engages in any strike, slow-down, stoppage of work, or interference with production or operations, including any wildcat or sympathy strike, during the term of this Agreement shall be subject to immediate discharge and shall have no recourse under this Agreement. Stewards, Committeemen, and all employees who hold any office or position with the Union occupy a position of special trust and responsibility in maintaining and bringing about compliance with this provision, including the responsibility to remain at work during any interruption which may be initiated by other employees and to encourage employees violating this provision to cease such violation.

4.03 There shall be no lockout of the employees by the Employer during the term of this Agreement.

#### ARTICLE 5 - RIGHTS RESERVED BY THE EMPLOYER

5.01 Except as limited by the express language of this Agreement, the Employer retains and reserves the sole and exclusive rights to manage and to control its properties and its operations; and to manage its business affairs; to direct its employees, including the exclusive rights to hire, to assign, to transfer, to promote, to demote, to lay off, to recall, to evaluate performance, to determine qualifications, to discipline, to discharge for just cause, to make and enforce rules and regulations, to establish and to effectuate policies and procedures, to set standards of performance, to determine the number of employees, the duties to be performed, and the hours and locations of work; to establish, change, or abolish positions, to discontinue any functions; to sub-contract; to create any new service or function; to make any technological changes; to install or remove any equipment, regardless of whether any such action causes reductions or transfers in the work force, or whether such action requires an assignment of additional, or fewer, or different duties, or causes the elimination or addition of positions; to either temporarily or permanently close all or any portion of its facilities and/or to relocate such facilities or any operations, provided that nothing herein shall limit the Union's access to the Grievance and Arbitration procedures set forth below.

5.02 The rights expressly reserved by this Article 5 are merely illustrations of and are not inclusive of all the rights retained by the Employer. Rights reserved by management may not be exercised in a manner which conflicts directly with other express and explicit provisions of this Agreement.

5.03 The rights set forth above, and any and all rights, powers, authorities, and prerogatives the Employer had before entering into this Agreement are retained and reserved by the Employer unless expressly and explicitly waived herein.

5.04 The Employer reserves the right to assign to or to allow Statutory Supervisory employees of the Employer to perform any work for the Employer for purposes of training, quality control, and security, to an extent that is generally consistent with past

practices, provided, however, that no regular employees shall be deprived of their employment as a result of supervisors working. Further, the Employer will provide each employee with training to perform assigned duties.

5.05 Copies of written Work Rules and Regulations including Highway Department Rules, Regulations and Policies with which employees are expected to comply shall be given to employees. New or changed Rules, Regulations, and Policies will also be posted for at least ten (10) days.

## ARTICLE 6 - WORK DAY, WORK WEEK, AND OVERTIME

### 6.01 Work Week

The normal work week for regular full-time Highway Department employees shall consist of five (5) consecutive eight and one-half hour days, Monday through Friday, including a 30-minute lunch period. The Employer may change the normal work week for regular full-time Highway Department employees to four (4) ten and one-half hour days, Monday through Thursday, including a 30-minute lunch period, during mowing season (Daylight savings time). Lunch periods are unpaid. Employees switched from a five (5) day schedule to a four (4) day schedule (or from 4 days to 5 days) will be given one week's prior notice of the change.

### 6.02 Work Day

Employees are scheduled to work from 7:00 AM to 3:30 PM except in emergencies. In emergency situations or instances mutually agreed upon, regular working hours shall be eight and one-half (8-1/2) hours from the start time with one-half (1/2) hour for lunch.

### 6.03 Overtime

When overtime work becomes necessary, it will be a condition of employment and will be distributed as equally as possible. In the case of minimal overtime demands, the work will be assigned to the employee who regularly does the job on which the overtime occurs or the employee's assigned maintenance route. Overtime requirements which are foreseeable and can be scheduled in advance will be distributed fairly and equitably to responsible employees by the County Highway Engineer. Seniority will be considered in overtime assignments. The amount of overtime worked by each employee will be noted by the County Highway Engineer. In the case of an emergency or unforeseen overtime, the assignment will go to the employee or employees who could best handle the situation under the circumstances involved. Unscheduled overtime will be assigned by the County Engineer and will not be subject to changes to suit personal schedules.

### 6.04 Compensation for Overtime

Compensation for overtime work may be in the form of cash or compensatory time off. The employee may request cash payment or compensatory time, and budgetary restraints and/or operational needs will be considered in the decision. If compensatory time off is taken, it shall be scheduled at the convenience of the County Highway Department with due consideration of the employee's preference. All compensatory time off will be

liquidated within twelve (12) months of accrual of the compensatory time. All accrued compensatory time will be paid off at the end of each fiscal year. Employees will be paid at the overtime rate of time and one-half for all hours worked in excess of the regular forty (40) hour work week. For employees scheduled for forty (40) hours a week in five (5) days (Monday through Friday) overtime will be paid for hours worked in excess of eight (8) in one day. For employees scheduled for forty (40) hours a week in four (4) days (Monday through Thursday) during mowing season, overtime will be paid for hours worked in excess of ten (10) in one day. Compensatory time for overtime is calculated at the same rate.

#### 6.05 Call Back

If an employee is called back to work outside his regularly scheduled shift or on a day other than a normal workday and reports to his respective operations area, not less than two hours at time and one-half the employee's regular hourly rate will be paid to such employee as call-in pay. Such employee shall be required to sign in and sign out.

### ARTICLE -7- SENIORITY

7.01 Seniority shall mean length of continuous employment with the Highway Department since the employee's last date of hire. Rights based upon seniority shall prevail within classifications.

7.02 New employees, and those rehired after a break in service, shall undergo a probationary period during which such employees are subject to termination without rights or recourse under this Agreement, as follows: Ninety (90) Calendar Days

7.03 Upon completion of his probationary period or any extension thereof, an employee's seniority date shall revert to the date of his employment.

7.04 The Employer shall annually post a seniority list. Employees shall have thirty (30) workdays after the first posting of the first list containing their name, to object to their seniority standing, or the date will be considered forever to be correct and binding upon the employees and the Union.

7.05 For the purpose of any notice required herein, each employee shall be responsible for having his current address and telephone number on file with the Employer.

7.06 An employee shall forfeit his seniority and his status as an employee:

- a) If he quits, is discharged, is otherwise terminated, or retires; or,
- b) If he performs no work for the Employer for a period of twelve (12) months, or a period equal to his seniority, whichever is shorter, excluding any period of leave of absence or any period of absence because of any injury or illness arising from his employment with the Employer and covered by the Workers Compensation Act, in accordance with such Act.
- c) If he fails to report for work within ten (10) calendar days after notice of recall is mailed to his address of record, pursuant to Section 7.07, below.
- d) If he fails to return to work at the end of a leave of absence or vacation unless such failure is due to circumstances beyond the employee's control.

7.07 In the event that it becomes necessary to lay off employees for any reason, they shall be laid off in the inverse order of their seniority, after temporary and probationary employees, by classification within the Department. In the event of recall, employees shall be recalled in accord with the reverse of the same procedure. No new employees shall be hired into a classification until all employees on layoff from such classification desiring to return to work have been offered recall to such classifications. Employees to be recalled will be sent a notice of recall by Registered Mail, Return Receipt Requested, to their address of record, unless personally contacted.

7.08 Employees who are temporarily transferred to jobs within their Department, which are not covered by this Agreement shall not forfeit their seniority.

7.09 Sub-contracting of any bargaining unit work shall not have the effect of displacing bargaining unit employees. Highway Maintenance Workers actively employed on the beginning date of this Agreement shall not be laid off or transferred to other jobs as a result of subcontracting.

7.10 When vacancies occur in a bargaining unit position, notices of such vacancies shall be posted for five (5) consecutive work days before other means of filling the vacancy are utilized. Within ten (10) work days of the original posting date, employees currently working in a position requiring the same qualifications may apply in writing. All qualified applicants will be given an appointment for an oral interview before any candidate is selected. After selection, transfer will be made as soon as practicable. Internal applicants for transfer will be advised in writing of the disposition of their applications. Assignment of employees to shifts shall be based upon the Employer's requirements as to experience, training, and capabilities. When the foregoing needs are met, shift preferences of employees are to be considered on the basis of seniority. In filling job vacancies, including promotions, the following factors shall be used except as provided otherwise:

- (a) Ability to do the work measured by physical fitness, experience, training, skill and demonstrated work habits, and applicable test performance.
- (b) Seniority.

Where, as measured by factor (a), two or more applicants are substantially equal, factor (b) shall govern. Final determination of ability shall be made by the Employer, and predetermined standards will not be lowered. Any dispute which may arise in this connection shall be handled in accordance with the provisions of this Agreement for the settlement of grievances. Where any employee successfully bids for any vacancy or job opening, and successfully demonstrates the ability to perform the duties of the job or position during the qualifying period, the employee shall be ineligible to bid for any further vacancies or job openings for a period of six (6) months following completion of the qualifying period in such job or position unless waived by the Employer.

7.11 Employees who are displaced by the elimination of jobs shall be permitted to exercise their departmental and classification seniority preference for any position for which they are then qualified within their classification.

7.12 Employees who are temporarily assigned more than one (1) day to a higher paid classification shall be paid at the higher classification rate of pay for all hours worked in that classification in excess of one (1) day.

7.13 The Employer shall have the right to employ short-term employees as defined by the Act to perform any work required in the Highway Department provided such employees are employed for less than two (2) consecutive calendar quarters in any calendar year. Other than their pay for time actually worked, such short-term employees shall not be entitled to any rights or benefits provided to employees within the bargaining unit under this Agreement. The employment of any short-term employees shall not cause the layoff of any regular employee.

#### ARTICLE -8- NO DISCRIMINATION

8.01 Neither the Employer nor the Union shall discriminate against any employee on account of race, creed, color, religion, age, national origin, ancestry, sex, marital status, handicap unrelated to the ability to perform, nor because of participation or non-participation in lawful Union activity.

8.02 Words appearing in the masculine gender refer as well to the feminine gender unless the context of the word requires otherwise.

## ARTICLE 9 - GRIEVANCE AND ARBITRATION PROCEDURE

### A. GRIEVANCE PROCEDURE

9.01 The term "grievance," for the purpose of this Agreement, means any difference between the Employer and the employees or between the Union and the Employer concerning an alleged violation by the Employer of the express provision of this Agreement.

9.02 If a grievance arises, it shall be handled in the following manner:

- a) Any employee having a grievance shall first discuss the matter with his immediate supervisor. If it is not settled promptly, the employee may grieve as follows:
- b) The grievant or his representative must set forth in writing the facts involved and the specific provision(s) of the Agreement alleged to be violated within twelve (12) working days after the event giving rise to the grievance. The written grievance shall be signed by the employee and/or his representative and shall be submitted to the Highway Engineer. Within twelve (12) working days after receipt of the grievance, the Highway Engineer shall answer the grievance in writing.
- c) If said answer is not acceptable to the Union, the grievance will be submitted to arbitration if either Party submits written notice of intent to arbitrate the grievance by certified mail within fifteen (15) working days after the date of the Employer's answer.
- d) Failure of either Party to comply with the time limits specified herein shall be construed to be an abandonment of the position taken on the grievance by the Party failing to comply with said time limits. The time limits set forth in this Article may be extended only and without exception by written mutual agreement between the Parties.

9.03 Except as specified elsewhere herein, Union business shall be handled by stewards, committeemen, or other Union members only while off duty, unless mutually agreed otherwise.

9.04 If a grievance is to be submitted to arbitration, the arbitrator shall be selected by agreement between the Employer and the Union. Only grievances alleging violations of express provisions of this Agreement may be submitted to arbitration.

9.05 The arbitrator shall have no power to add or to subtract from, to ignore, or to alter or modify any of the express terms of this Agreement, or to imply any term or provision. Within the foregoing limitations, the decision of the arbitrator on the grievance submitted shall be final and binding, only the employee filing a grievance will be entitled to receive any monetary award.

9.06 Each Party will pay its own participants and its own witnesses. The Parties will share equally only the fee and expenses of the arbitrator and the cost, if any, of the hearing room and reporter.

9.07 When the Parties fail to agree upon an arbitrator within ten (10) working days after agreement to arbitrate, the Union or the Parties, jointly, shall promptly request a list of seven (7) names from the Federal Mediation and Conciliation Service. Either Party may reject the first, and request a second list of seven (7) more names, after prompt notice to the other Party. Each Party shall alternately strike names, the moving Party striking first, from the list employed by the Parties until one (1) name remains, which shall be the arbitrator selected.

9.08 Unless extended by written mutual agreement, the grievance and arbitration provisions of this Agreement shall expire upon the termination of this Agreement.

#### ARTICLE -10 - PERSONAL LEAVE

10.01 Upon the effective date of this Agreement, any rights to personal or sick days which were held by employees immediately prior to this Agreement shall be retained.

10.02 All regular full-time employees shall receive personal days off with pay in accordance with the following procedures:

Employees hired prior to December 1 of any year will receive ten (10) days each year starting December 1. These ten (10) days are given in advance with the trust that an employee will complete a full year's employment with the Employer.

Employees hired after December 1 will be entitled to personal day credit starting the month they were hired according to the following schedule:

#### MONTH OF HIRE NUMBER OF PERSONAL DAYS

December	10
January	9
February	8
March	7
April	6
May	5
June	4
July	3
August	2
Sept	1
October	0
November	0

Employees hired in October and November will be entitled to ten (10) personal days starting December 1.

Employees who leave employment will be entitled to personal days accrued from December 1 or date of hire, whichever comes first:

<u>MONTHS OF SERVICE ACCRUED</u>	<u>NUMBER OF PERSONAL DAYS</u>
1	0
2	0
3	1
4	2
5	3
6	4
7	5
8	6
9	7
10	8
11	9
12	10

Any personal days used during the year of termination will be deducted from the schedule above. If the employee used more days than accrued during the year of termination, the excess days will be deducted from the employee's final paycheck at the current rate of pay.

10.03 Personal days may be scheduled in advance, and a personal day absence must be reported prior to starting time. Personal days may be taken in increments of no less than one-half (1/2) day. A personal day is defined as an eight (8) hour day.

#### 10.04 Banked Personal Days

Effective December 1, 1992, and each December 1 thereafter, in lieu of payment for personal days, employees may elect to bank any or all unused personal days. No employee shall be allowed to bank more than thirty (30) days. Employees must elect in writing to bank the unused personal days. The completed election form must be signed by the employee and the Elected Official or Department Head and forwarded to the Human Resources Director prior to November.

Banked days are to be used in blocks of ten (10) or more days for a catastrophic or lengthy illness. Unless used for such periods of illness, employees will not be paid for any banked days. Upon termination of employment, the employee will be paid for all unused banked days."

## ARTICLE - 11 - LEAVES OF ABSENCE

11.01 Eligibility. Any regular full or part-time employee may request a leave of absence without pay for a period up to thirty (30) days.

11.02 Application. Any request for a leave of absence shall be submitted in writing by the employee to his immediate supervisor, stating the reason for the leave, and the length of time requested.

11.03 Approval. Any requested leave of absence shall be subject to the approval of the County Engineer, who may approve or disapprove the request on the basis of the operating requirements of the employee's department, the availability of substitute employees, the reasons for the requested leave, and any other relevant factors.

11.04 Other Employment. Employees granted leaves of absence are prohibited from accepting other employment while on leave and shall be deemed to have voluntarily terminated their employment with the Employer if they violate this provision.

11.05 Extension. When an employee requires an extension, a request for an extended leave of absence shall be submitted and processed in accordance with the procedures set forth above.

11.06 Return. Upon their return, employees granted a leave of absence shall not have any guarantee of reinstatement to the position held before taking their leave of absence, and shall neither accrue nor accumulate seniority during such leave.

11.07 During leaves of absence in excess of thirty (30) calendar days, employees shall not be entitled to or earn any vacation or holiday benefits, and shall be obligated to assume the full cost of any insurance related benefit during such periods.

11.08 Subject to the needs of the Employer and its operations, the Employer agrees to grant leaves of absence without pay for periods not to exceed two weeks to any Union official or member for purposes of Union business, provided the County Engineer is notified at least two (2) weeks in advance of the requested leave of absence and its duration and is able to make adequate scheduling arrangements to have the employee's job covered during such absence.

### 11.09 Family and Medical Leave

The Employer and the Union agree to the terms of the County's Family and Medical Leave Act policy attached hereto as "Addendum A."

## ARTICLE - 12 - VACATIONS

12.01 All regular full-time employees with one or more years of continuous service shall be entitled to vacation time with pay according to the following schedule:

<u>Years of Service</u>	<u>Days of Vacation</u>	<u>Earned Vacation Rate per Month of Service</u>
1	5	.416
2-7	10	.833
8-12	15	1.25
13-24	20	1.66
25 or more	25	2.08

12.02 Years of service are based upon calendar years.

12.03 Employees cannot accrue or accumulate vacation time or vacation pay from anniversary to anniversary.

12.04 All employees are encouraged to schedule a minimum of one (1) week vacation in no less than a forty (40) hour increment. Any employee not so scheduling vacation shall schedule in accordance with the provisions of Article 12.05. Sign up for vacation time will be held in February for the remainder of the calendar year. The Employer reserves the right to schedule vacations on the basis of operating requirements, and may deny requests. In case of conflict between requests, seniority will prevail, except that no employee will be granted priority for vacation for more than two (2) weeks of vacation on the basis of seniority until all employees have had the opportunity to schedule two (2) weeks of vacation. Employees who do not sign up for vacation in February (and employees requesting vacation prior to February) may request vacation in increments of no less than one week (40 hours), by requesting the same at least thirty (30) days in advance, unless agreed by the Employer. Requests for weeks of vacation made before or after the February sign up must be approved by the Employer, subject to the operational needs of the department, and the Employer may deny such requests. Seniority will prevail with respect to vacation requests made after February, except that vacation scheduled in February will not be changed due to a 'later request. The scheduling requirement may be waived for circumstances where vacation is needed for health reasons.

12.05 Employees may schedule vacation increments of no less than one-half (1/2) day (4 or 5 hours depending on schedule). Requests for use of more than two (2) consecutive days require a minimum of two (2) weeks advance notice, unless agreed by the Employer, and requests for less than two days of vacation must be made as early as possible. No call-ins are allowed for use of vacation days. Requests for days or half-days of vacation must be approved by the Employer, subject to the operational needs of the department, and the Employer may deny such requests. Seniority will prevail in case of conflicts, except that any vacation scheduled in February will prevail.

12.06 For each day of vacation, employees are entitled to one day's pay at their then current rate in accordance with the above schedule.

## ARTICLE - 13 - FUNERAL LEAVE

13.01 In the event of a death in the immediate family, each regular employee shall be allowed up to three (3) days off without loss of pay to personally attend to the details of the funeral and for actual attendance at the funeral. The immediate family consists of spouse, parents, children, brothers, sisters, grandparents, grandchildren, step-parents, step-children, mother-in-law, and father-in-law.

13.02 In the event of the death of step-brothers, step-sisters, brothers-in-law, sisters-in-law, aunts or uncles, the employee shall be allowed one (1) day off without loss of pay to attend the funeral. As much notice as possible must be given, and all funeral leave must be approved by the County Engineer.

13.03 Upon reasonable request, the Employee will provide written evidence of attendance at the funeral.

## ARTICLE - 14 - HOLIDAYS & HOLIDAY PAY

14.01 The following fourteen (14) days shall be considered as holidays:

New Year's Day  
Martin Luther King's Birthday  
Lincoln's Birthday  
Washington's Birthday  
Spring Break Holiday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Day  
Day After Christmas

Exact dates shall be submitted to the Union on or before December 20 of the year preceding the calendar year to which the holidays pertain.

14.02 Regular full-time employees are entitled to holiday benefits under the following conditions:

- a) The employee must have completed his probationary period.
- b) The employee must have worked the entire shift on his last scheduled day before and his first scheduled day after the holiday, unless excused. Employees on leave of absence or layoff on the workday before or after the holiday are not entitled to holiday pay.

14.03 Holidays that fall within an employee's vacation period will not be considered as part of the vacation, and the employee shall receive his holiday pay in addition to vacation pay.

14.04 Where an employee is scheduled to work on a holiday, he shall be paid two (2) times the hourly rate of pay in addition to any earnings as holiday pay. Where an employee is scheduled to work on any holiday, the employee must report for work as scheduled, and any employee who fails to report for work shall not be eligible for pay for the holiday; provided, however, that where verification of illness or excusable absence acceptable to the Employer is provided, the employee shall, nevertheless, be eligible for holiday pay.

14.05 When employees not scheduled to work on holidays are entitled to holiday pay, they shall receive one (1) day's pay at their then current rate, in accordance with the provisions of this Article

#### ARTICLE - 15 - JURY DUTY

15.01 Regular full-time employees who are required to serve on a jury during their regularly scheduled work time shall receive their regular pay for such period of time, provided that such employees verify the time thus spent and turn over to the Employer all compensation received for service on jury duty.

15.02 Employees will be required to report for work for any substantial part of the work day not required for jury duty.

15.03 For purposes of seniority and benefits, time spent on jury duty shall be considered as time worked for the Employer.

#### ARTICLE - 16 - LIFE AND MEDICAL INSURANCE

16.01 The Employer agrees to provide \$10,000 life insurance for employees who work over 1,000 hours per year.

16.02 Payroll deductions are made when requested for health insurance, cancer insurance, First Illinois Credit Union, United Fund, and direct deposit of paychecks.

#### ARTICLE - 17 - UNIFORMS

17.01 Highway maintenance workers will continue to be provided uniforms, which are leased from and maintained by a laundry service. The Employer agrees to contribute \$350, beginning upon the date of ratification of this agreement, and continuing each year of this contract, toward an employee's purchase of acceptable winter apparel and acceptable safety shoes. Any portion of the annual allowance, which is unused, shall be carried forward to the next year.

ARTICLE - 18 - WAGES

Effective December 1, 2010, bargaining unit members shall receive a 1% increase on their current wage base.

On December 1, 2011, bargaining unit members shall receive a 2% increase on their current wage base.

The following salary schedules reflect the wage base increases provided under this agreement:

Salary Schedule for Maintenance Workers

	<u>Start</u>	<u>6 months</u>	<u>1 year</u>
Current	32900	35885	39441
Eff. Dec. 1, 2010	33229	36244	39835
Eff. Dec. 1, 2011	33894	36969	40632

Salary Schedule for Resident Technicians

	<u>Start</u>	<u>6 months</u>	<u>18 mos.</u>	<u>36 mos.</u>
Current	35863	38847	41810	44928
Eff. Dec. 1, 2010	36222	39235	42228	45377
Eff. Dec. 1, 2011	36946	40020	43073	46285

Salary Schedule for Maintenance Supervisor

	<u>Start</u>	<u>6 months</u>	<u>1 year</u>
Current	35560	38544	43179
Eff. Dec. 1, 2010	35916	38929	43611
Eff. Dec. 1, 2011	36634	39708	44483

Health Insurance

All Teamsters bargaining unit employees with three (3) or more months of continuous service may participate in the County-sponsored health insurance. Normal open enrollment for County health insurance plans will be held each November.

The County agrees to contribute \$243.00 per month of the premium cost for the Employee during the term of this contract, while the Employee is participating in the County sponsored health insurance plan. This amount will also be paid if any employee participates in family coverage under the health insurance plan.

For the duration of this contract, the County shall increase its contribution by an amount equal to 50% of the increase in premium for single-person coverage established under the currently offered Plan 2. If the County changes health insurance plans, any increase in the then current County contribution shall be calculated upon the premium increase in the health insurance plan with the smallest premium increase.

The County has adopted an IRS Section 125 Plan (S-125) which shelters qualifying insurance premiums for the employee. Participation in the S-125 Plan is voluntary.

Longevity

Effective December 1, 2005, bargaining unit members shall be compensated at the rate of seventeen (\$17.00) per month for each year of service after completing thirty-six (36) months of continuous, full-time employment, up to a maximum of \$340.00 per month (20 years of service.)

ARTICLE - 19 - RETIREMENT

19.01 All employees who work at least six-hundred (600) hours per year or twelve (12) hours per week are required to participate in the Illinois Municipal Retirement Fund.

ARTICLE - 20 - GENERAL PROVISIONS

20.01 Copies of any documents which could be detrimental to an employee's future promotion, transfer, present or future employment, which are placed in an employee's personnel file shall be served upon the employee, and shall be subject to the grievance procedure in accordance with the provisions herein. Employees may examine their personnel files upon request.

20.02 Employees will be paid by check on a bi-weekly basis.

20.03 The continued employment of every employee under this Agreement shall be contingent upon the employee's acceptable conduct, satisfactory performance of his duties, and compliance with any rules and regulations adopted by the Employer. The failure of any employee to comply with these obligations shall be grounds for discipline including oral or written reprimand, suspension and/or discharge, provided that any employee who has completed his probationary period may be discharged only for just cause, subject to the limitations of 20.08, below.

20.04 Examples of causes for immediate discharge include: dishonesty; possession of or drinking of intoxicating liquor on the job; reporting for duty under the influence of liquor; refusal to follow supervisory instructions; possession of and/or under the influence of illegal drugs; or fighting at work; conviction of a criminal offense; use of position for personal advantage; or any cause or rule violation for which corrective action is not considered to be appropriate.

20.05 Other Disciplinary Action. The Employer shall not discharge an employee without just cause. In respect to disciplinary action, except as provided above, the following steps will be followed in the event of other misconduct or violations of rules for which corrective discipline is considered to be appropriate:

- (1) First Violation Written Reprimand
- (2) Second Violation Second Written Reprimand
- (3) Third Violation Final Warning/Suspension
- (4) Fourth Violation Discharge

20.06 For purposes of applying the foregoing steps, no violations shall be considered in effect in excess of twelve (12) months from the date on which the written warning or suspension was invoked. The Employer shall either issue its disciplinary action or issue a notice of investigation within ten (10) working days (Monday through Friday) after the Employer has knowledge of the event involved. In order to warrant discharge for cumulative offenses, it is not necessary that such offenses are of the same nature.

20.07 Copies of all warning notices, as described above, shall be mailed to the Union office. When an employee is discharged, notice in writing shall be given to him and a copy thereof shall be mailed to the Union office. Any employee may request an investigation as to his discharge. Grievances on discharges must be filed within the time limits set forth in the grievance procedure, above, or will not be considered.

## ARTICLE - 21 - UNION BUSINESS, STEWARDS, AND BULLETIN BOARDS

21.01 Duly authorized non-employee representatives of the Union on the basis of prior arrangement made with the Employer representative in charge of the area involved will, where feasible and proper, be allowed to enter upon the Employer's premises where necessary for purposes of administration of this Agreement. Such activities will be conducted without interruption or interference with the Employer's operations.

21.02 The Union may designate certain employees to act as stewards, and shall, within ten (10) days of such designation, certify to the Employer such designation, and the designation of any successors.

21.03 There will be no Union activity or business conducted by employees during their working hours, unless a duly designated steward is relieved of his duties to engage in or conduct business which cannot be performed outside working hours. Such employee shall advise his immediate supervisor of such circumstances and request to be relieved of his duties for the period necessary to handle the matter. Permission shall not be withheld unless the supervisor determines that the employee cannot be released because of the Employer's operational requirement.

21.04 The Union will notify the Employer in writing of the designation of any employees as Union representatives and of any changes in such designations. The Employer agrees to recognize such stewards subject to the foregoing and the following limitations: There shall be no more than one (1) steward and one (1) alternate on any shift.

21.05 The Employer will designate areas for bulletin boards or on existing bulletin boards for posting of notices signed by an official of the Union and directed to employees represented by the Union, pertaining to Union affairs.

## ARTICLE - 22 - COMPLETE AGREEMENT AND WAIVER OF BARGAINING

22.01 This Agreement is the entire agreement between the Employer and the Union. The Parties acknowledge that during the negotiation resulting in this Agreement, they each have had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects and matters not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the Parties after exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union each, for the life of this Agreement, 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 whether or not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the Parties at the time they negotiated or signed the Agreement. The Employer shall not be required to continue any

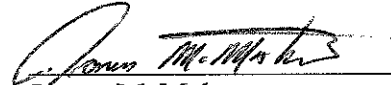
employee benefit or term or condition of employment which may have existed prior to the effective date of this Agreement but which is not specifically required herein.

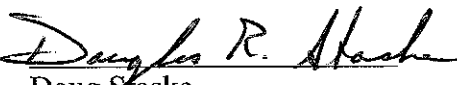
22.02 If any provision of this Agreement is determined to be unlawful, the provision shall be deemed to be modified sufficiently in respect to either or both Parties to the extent necessary to comply with such provision, the remaining provisions shall not be affected thereby.

ARTICLE - 23 - DURATION AND TERMINATION


This Agreement, when approved and signed by the appropriate authorities for and on behalf of the Employer and the Union shall be in full force and effect from the 1<sup>st</sup> day of December, 2010 through the 30<sup>th</sup> day of November, 2012 and thereafter from year to year, unless written notice of the desire to terminate or modify the Agreement is served by either Party upon the other more than sixty (60) but less than ninety (90) days prior to the above date of termination or the anniversary of any renewal period hereof. Where written notice of termination is timely served, this Agreement shall terminate on the stated date of expiration, unless the Parties agree to extend this Agreement on terms which are acceptable to both Parties.

For the County:

  
James McMahon  
County Board Chairman

  
Doug Staske  
County Engineer

For the Union:

  
Patrick Gleason  
President, Local 26

## ADDENDUM A

November 5, 1993  
VERMILION COUNTY  
FAMILY AND MEDICAL LEAVE ACT BENEFITS

9.07 Family and Medical Leave. Vermilion County provides its employees with benefits under the Family and Medical Leave Act of 1993 ("FMLA"). The FMLA establishes a minimum labor standard to balance the demands of the workplace with the needs of families through job-protected, unpaid leave.

09.07.01 Eligible Employees. To be eligible for FMLA leave benefits, an employee must:

- 1) Have worked for the County for at least 12 months before the leave request; and
- 2) Have worked 1,250 hours in the 12 months prior to a request for FMLA leave.

09.07.02 FMLA Leave. Eligible employees are entitled to take up to 12 weeks of job-protected, unpaid FMLA leave during any 12-month period." Any 12-month period" means the 12-month period measured forward from the date an employee's FMLA leave begins. For example, an employee would be entitled to 12 weeks of FMLA leave during the year beginning on the first date FMLA leave is taken; the next 12-month period would begin the first time FMLA leave is taken after completion of any previous 12-month period. Employees may, but are not required to, use available paid days off, such as vacation days, personal days, Option II days, or compensatory time during FMLA leaves. This allows an employee to choose whether to use paid days off for income during FMLA leave or to save those paid days for later use. Employees should request the use of paid days off when requesting FMLA leave. Rules for scheduling and use of paid days off when FMLA does not apply, remain in effect.

FMLA leave may be requested for any of the following reasons:

- 1) Birth of the employee's child;
- 2) Placement of a child with the employee for adoption or foster care;
- 3) To care for a child, spouse, or parent with a serious health condition;
- 4) When the employee is unable to perform the functions of his or her position because of a serious health condition.

A "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:

- 1) Any period of incapacity or treatment in connection with or consequent to inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility;

2) Any period of incapacity requiring absence from work, school, or other regular daily activities, of more than three calendar days, that also involves continuing treatment by (or under the supervision of) a health care provider; or

3) Continuing treatment by (or under the supervision of) a health care provider for a chronic or long-term health condition that, if not treated, would likely result in a period of incapacity of more than three calendar days; and for prenatal care." Continuing treatment by a health care provider," means one or more of the following:

1) The employee or family member in question is treated two or more times for the injury or illness by a health care provider. Normally this would require visits to the health care provider or to a nurse or physician's assistant under direct supervision of the health care provider;

2) The employee or family member is treated for the injury or illness two or more times by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider, or is treated for the injury or illness by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the healthcare provider - for example, a course of medication or therapy - to resolve the health condition;

3) The employee or family member is under the continuing supervision of, but not necessarily being actively treated by, a health care provider due to a serious long-term or chronic disability, which cannot be cured. Examples include persons with Alzheimer's, persons who have suffered a severe stroke, or persons in the terminal stages of a disease who may not be receiving active medical treatment. Voluntary cosmetic treatments (such as most treatments for orthodontia or acne) which are not medically necessary are not "serious health conditions," unless inpatient hospital treatment is required. Routine preventive physical examinations are excluded. Medical certification is required when FMLA leave is claimed due to an employee's serious medical condition, or to care for a child, spouse, or parent with a serious medical condition (See, section 09.07.00.

FMLA leave taken for the birth of a child, or for placement of a child for adoption or foster care, must be completed within one year of the birth or placement. Contact the Human Resources Director for more information concerning qualifying events and availability of leave.

09.07.03 Employee Responsibilities. The following procedures apply to FMLA leave:

1) An employee intending to take FMLA leave must request FMLA leave by providing 30 days written notice if the need to take FMLA leave is foreseeable, and must make a reasonable effort to schedule FMLA leave so as not to disrupt departmental operations. If the need for FMLA leave is not foreseeable, the employee must request FMLA leave as soon as possible. A request for FMLA leave must indicate the qualifying reason for the request and the amount of time requested.

2) Employees electing to use paid days off during FMLA leave should request the same, in writing, when requesting FMLA leave, or as soon thereafter as possible.

3) Employees must provide medical certification of the serious health condition necessitating FMLA leave within 15 calendar days of a request for such certification (See, section 09.07.04). Failure to provide certification within the stated time limit may delay the FMLA approval or the request may be denied.

4) Employees taking 10 or more consecutive days of FMLA leave due to a serious health condition may not return to work without providing medical certification of their ability to work (See, section 09.07.05).

5) Failure to return to work after FMLA leave (or any extension of FMLA leave) will result in termination of employment, unless a leave of absence is granted or the absence is otherwise authorized.

6) Fraudulently obtaining FMLA leave shall be just cause for immediate termination.

09.07.04 Medical Certification. Medical certification is required when FMLA leave is for the employee's serious health condition, or for the serious health condition of the employee's child, spouse, or parent. Medical certification shall be provided by the employee on forms provided by the Human Resources Director within 15 calendar days of the Human Resource Director's request for medical certification. Recertification may be requested by the Human Resources Director as provided by U.S. Department of Labor regulations. Recertification must be provided by the employee within 15 calendar days of the request.

09.07.05 Medical Certification of Ability to Resume Work. An employee who has taken 10 or more consecutive days of FMLA leave for the employee's own serious health condition must provide medical certification of his or her ability to return to work on the form provided by the Human Resources Director. An employee may not return to work without providing the required medical certification.

09.07.06 Other Employment. Employees on FMLA leave who accept full-time employment while on leave shall be deemed to have voluntarily terminated their employment with the County, if such employment is inconsistent with the reason for which the FMLA leave was granted.

09.07.07. Employment and Benefits Protection. Employees who return from FMLA leave will be restored to the same or an equivalent position as provided in U.S. Department of Labor regulations. Taking FMLA leave will not result in the loss of any employment benefits accrued before the leave, nor does it entitle the employee to any right benefit, or position of employment other than those to which the employee would have been entitled had the employee not taken the leave. For example, if the employee's position would otherwise have been eliminated due to a reduction-in force, the fact that the employee is on FMLA leave does not immunize the employee from displacement. An employee

enrolled in the County's group health insurance program may elect to continue the health insurance coverage during periods of FMLA leave. The employee must make arrangements with the County Board office to pay the appropriate employee contributions in a timely manner. When permitted by U.S. Department of Labor regulations, the County may seek to recover contributions made by the County for the employee's group health insurance premiums during FMLA leave.

09.07.08 Prohibited Coercion. It is unlawful for any employee to intimidate, threaten, or coerce, or attempt to coerce, any other employees for the purpose of interfering with the employee's right to job-protected FMLA leave. The terms "intimidate, threaten, or coerce" include promising to confer or conferring any benefit (such as appointment, promotion, or compensation), or taking or threatening to take any reprisal (such as deprivation of appointment, promotion, or compensation).