

# **AGREEMENT**

**between**

**COUNTY OF ROCK ISLAND**

**and**

**AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL  
EMPLOYEES**

**COUNCIL 31- LOCAL 2025A**

**DECEMBER 1, 2005  
TO  
NOVEMBER 30, 2008**

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## **AGREEMENT**

- A. This Agreement, made and entered into by and between the County of Rock Island, acting by and through the County Board of Rock Island County, hereinafter referred to as the County, and the American Federation of State, County and Municipal Employees, AFL-CIO, Council 31, and its affiliated Local Union 2025, hereinafter called the Union, on behalf of employees of the County of Rock Island, recognized and referred to in Article I, Recognition of this Agreement
- B. Whenever in this Agreement he or related pronouns may appear, they have been used for literary purposes and are meant to include all human-kind, specifically both female and male sexes.

## **ARTICLE I - RECOGNITION**

### **SECTION 1.**

The County Board of Rock Island County and applicable elected officials recognizes the Union as the sole and exclusive bargaining representation of all regular full-time employees and regular part-time employees working a minimum of twenty hours per week, providing above referred to employees have successfully completed required probationary period, but excluding the following:

- A. Elected Officials
- B. Health Department
- C. Department Heads
- D. Chief Deputies of Elected Officials
- E. Oak Glen Nursing Home
- F. Professional Judicial Appointment Personnel

- G. Attorneys of the State's Attorney's Office
- H. Highway Department
- I. Attorneys of the Public Defender's Office
- J. Deputies in the Sheriff's Department
- K. Sheriff's Secretary
- L. Payroll/Benefits Specialist in the County Board Office
- M. All other supervisory personnel not hereinabove listed

For the purposes of this Agreement the term regular part-time employees shall be defined as those employees working a minimum of twenty hours per week and have completed their probationary period. All fringe benefits in this contract shall be prorated in accordance with the number of scheduled hours worked by the regular part-time employee.

## **SECTION 2.**

The Union recognizes the Board and applicable elected officials as the duly elected representative of the people of the County of Rock Island, and as such, realize on statutory subject matters, the legal responsibility or final decision making cannot be delegated.

The County maintains all rights reserved to it pursuant to state law. The County retains the exclusive right to manage operations, determine policies, budgets and operations, the manner of exercise of statutory functions and the direction of working forces including, but not limited, to the right to hire, promote, demote, transfer, evaluate, allocate and assign employees; to discipline, suspend and discharge employees for just cause; to relieve employees from duty because of legitimate reasons, to determine the size and composition of the work force; to determine the departments, divisions and sections of work to be performed therein; to determine the number of shifts per work week; to establish work schedules and assignments; to introduce new methods of operation; to eliminate, relocate or transfer work and maintain efficiency; and, to



thereafter as long as the properly executed Authorization for Check-Off Dues form is in effect. Employees may terminate the dues check-off authorization at any time by the employee giving at least thirty days written notice of such termination to the payroll department and the Union.

#### **SECTION 4.**

In Cases where a deduction is made which duplicated a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of this Article, refunds to the employee shall be made by the Union.

#### **SECTION 5.**

The amount to be deducted shall be certified to the County by the Union, and aggregate deductions of all employees shall be remitted together with an itemized statement to the American Federation of State, County and Municipal Employees Council 31, by the fifteenth of the succeeding month, after such deductions are made.

#### **SECTION 6.**

The County and/or its agents shall not be liable to the Union by reasons of the requirements of this Article for the remittance of payment of any sum other than that constituting actual deductions made from employee's wages earned.

#### **SECTION 7.**

The Union shall indemnify and hold harmless the County against any and all liability and expenses, including reasonable attorney's fees, that may arise by reason of the compliance with the terms of the Agreement.

#### **SECTION 8.- PEOPLE CHECK OFF**

A. During the life of this Agreement any employee who is a member of the Union may

authorize the County or its designated representative to deduct political contributions from compensation earned by submitting and signing an "Authorization for Voluntary Payroll Deduction National People Committee" card. The Union will furnish to the County, for each employee for whom a deduction is to be made, an authorization card signed by the employee. The County will make such authorized deductions from checks on the same basis as Union Dues deductions and will forward the deductions to the International Union with the Dues deductions.

- B. Employees who wish to cancel their authorization for payroll deductions will sign a card supplied by the Union for that purpose.
- C. The Union will indemnify and hold harmless the County from any and all liability or claims arising from administrative error resulting from the deductions provided for in this Agreement.

## **SECTION 9. - FAIR SHARE**

- A. Employees covered by this Agreement who are not members of the Union or do not make application for membership within thirty days after completion of the probation period, shall be required to pay, in lieu of dues, their proportionate fair share of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment. Should any employee be unable to pay their contributions to the Union based upon bona fide religious tenants or teachings of a church or religious body of which such employee is a member, such amount equal to their fair share shall be paid to a non-religious charitable organization mutually agreed upon by the employee affected and the Union. If the Union and the employee are unable to agree on the matter, such payment shall be made to a charitable organization from an approved Labor Board list of charitable organizations to which such payment is to be made or the

employee may elect to pay cash, as long as such payment is made, by furnishing a written receipt to the Union on a monthly basis that such payment has been made to the designated charitable organization.

- B. The proportionate fair share payment, as certified annually by the Union, to be current (not to exceed the amount of Union dues) pursuant to the Illinois Public Relations Act, shall be deducted by the County on the same basis as Union dues are deducted and will forward the deductions to the International Union with dues deductions.
- C. The Union shall indemnify, defend and hold the County harmless against any claim, demand, suit or liability arising from any action taken by the County in complying with this article.

### **ARTICLE III - SENIORITY**

#### **SECTION 1. - PURPOSE AND SCOPE**

- A. The purpose of this Article is to provide maximum employment security to employees included in the Certified Bargaining Unit consistent with the efficient performance of required work assignment.
- B. The seniority standing of any employee shall apply only in layoffs due to lack of work and recalls after such layoffs, except as otherwise specifically provided in this Agreement.
- C. The County and applicable elected officials and the Certified Union recognize that the best interest of the employees and the County are assured and that continuity of employment shall be governed by seniority, ability and experience.

#### **SECTION 2. - DEFINITIONS**

- A. The term "seniority" wherever used in this Agreement shall mean the relative ranking of

employees in the Bargaining Unit in terms of continuous employment in their department.

- B. The terms "qualifications" and "Qualified" wherever used in this Article as descriptive of an employee, shall mean, with normal supervision, the factors necessary for the satisfactory performance of work required to be performed or for work assignment which an employee is being considered.
- C. In the event an employee is transferred from one department to another, he enters the new department as the employee with the least departmental seniority, however, the transferred employee does not lose his county seniority.
- D. County seniority shall for the purposes stated in this agreement, be defined as the length of service of an employee with Rock Island County. County seniority will be used in determining eligibility for benefits based on years of service such as vacation, sick days, etc. Departmental seniority shall, for the purposes stated in this agreement, be defined as the length of service of an employee within a department of Rock Island County.

### **SECTION 3. - PROBATIONARY PERIOD**

The first three (3) months of active employment during the employee's last period of employment, is a probationary period during which period there shall be no responsibility on the part of the County for the continued employment of above referred to new employee, and the termination of such probationary employee shall not be subject to challenge or shall not be proper subject matter of a grievance. Programmer/Analysts, Senior Program Analysts and Correction Officers hired after March 21, 1994 must serve a six (6) month probationary period provided, that they shall be entitled to benefits after the first three (3) months of employment.

When the probationary period is satisfactorily completed, seniority will back date to original hired date.

After a new employee has acquired seniority, the name of the employee and their seniority date shall be placed on the department seniority list in the department in which they are employed at the time of completion of the probationary period. Any employee who has been considered as a temporary, seasonal, and/or part-time employee and is then hired as a full-time or regular part-time employee in the same department which he worked shall be required to serve a two (2) month probationary period, provided the employee has been employed at least three (3) consecutive months immediately prior to being hired full time. The Union will be provided with an updated seniority list every six months.

#### **SECTION 4. - SENIORITY UNITS**

Department seniority units shall be established within thirty (30) days after the effective date of this Contract by mutual written agreement between the County and the Union.

#### **SECTION 5. - DEVIATIONS FROM SENIORITY**

- A. At each layoff or recall following layoff, the County or its designated representative may designate certain individual employees whose services are required under special circumstances as exempt from the provisions of this Article. Such employees may be retained, or recalled regardless of their established seniority. The fact that an employee has been so designated shall not affect their regular seniority standing and they shall resume the same as soon as the recognized special exemption ceases to exist.
- B. The provisions of this Article shall not apply:
  - 1. To layoffs of ten (10) working days or less.
  - 2. To recalls following layoffs for a period of five (5) working days.

#### **SECTION 6.**

In the event of reduction in Section 4, in the work force, except as deviations may occur

as provided in Section 5, the procedure shall be as follows:

- A. Probationary employees in the affected department shall be removed from active employment and their services terminated.
- B. If further reduction is required, employees with seniority shall be laid off from the affected department in the reverse order of their seniority, provided that in all cases the employees remaining in the department are qualified to perform the work required.

### **SECTION 7. - RECALL**

Employees shall be recalled to their respective departments except when deviations may occur as provided in Section 5, on the basis of their departmental seniority in the reverse order of their layoff, provided in all cases employees entitled to be recalled are qualified to perform work required. No new employees shall be hired in a department as long as there are qualified employees eligible for recall in the department.

### **SECTION 8.**

A list showing names of employees who have been laid off or who have been recalled will be sent to the Union. If any deviations have been made from seniority, an explanation will be made upon request. It is understood there shall be no redress to the Grievance Procedure by an employee in connection with layoff or recall unless a formal grievance is presented within five (5) working days from the date of layoff or recall.

### **SECTION 9. - TRANSFER FROM SENIORITY UNIT**

Any employee who has heretofore been, or at any time in the future may be, promoted or transferred to any position not included in the current bargaining unit, and who later returns to the bargaining unit covered by this Agreement, shall have his department seniority accumulated

and reestablished. Prior to any substantial permanent change in an employee's job duties the County shall meet with the employee within 72 hours of the effective date of the job change. The County, upon request, shall provide the Union with a written description of the job duty changes within a reasonable amount of time.

#### **SECTION 10.**

Any employee who has acquired seniority shall lose their seniority and employment will be broken for the following reasons only:

- A. If he quits, either by (1) notifying the department head or (2) remaining away from work three (3) consecutive working days or more without a reason satisfactory to the department head.
- B. If he is discharged for just cause.
- C. If, after layoff out of the department or authorized leave of absence, he fails to report to work within five (5) working days after being notified in writing to his last known address to do so, unless prevented by a reason satisfactory to the Department Head. Employees laid off or on an authorized leave of absence and desiring to retain their seniority rights must keep their address known to the Department Head.
- D. If he is laid off by the County for a period of time equal to his length of service prior to layoff or a period of eighteen (18) months, whichever is the lesser.

#### **SECTION 11. - JOB POSTING**

When the County knows that a vacancy will occur in a job classification in the near future, the County may post the vacancy as soon as possible before the vacancy occurs. When it becomes necessary to fill a vacancy in a job classification in a department, such vacancies will be subject to job bidding for any employee in a lower classification in that department after the

recall or restoration of all employees with recall or restoration rights to the department in which the vacancy occurs. Employees in lower classifications will be given consideration to fill vacancies based on seniority and qualifications. If no qualified employee bids on a position, then the County may fill the position by transfer or hire. Job postings will be placed on a bulletin board at the County Office Building, Courthouse, Jail and Niabi Zoo.

The following procedure will apply to vacancies in a job classification in a department.

- A. Any vacancy which in the best judgment of the County is of a temporary nature, that is, of less than 60 day duration, shall not be listed as a vacancy and it shall not be posted.
- B. The posting shall specify the job classification and department in which the vacancy exists and the qualifications necessary for an employee to be eligible to make application for such vacancy.
- C. Any employee, with seniority, who can qualify or believes himself to be qualified, may apply for the posted vacancy by submitting a completed "Application for Vacancy" to the designated representative.
- D. When the vacancy has been posted for seven (7) working days, the designated representative shall accept no more applications for the vacancy. From the applications filed, the designated representative shall determine those who are qualified, and from this group, if there is more than one (1), shall fill the vacancy on the basis of department seniority, ability and experience. The position will be awarded within ten (10) working days following the last day of posting. If there are no qualified bidders from within the department, consideration shall be given to other county employees who apply.
- E. No employee may apply for a transfer under the provisions of this Section who has been granted a change during the preceding six (6) months by this procedure.
- F. If the County decides to fill a vacancy created by a job bid, it shall post the vacancy for

three (3) working days and award the job in seven (7) working days.

- G. The term vacancy, when used in this Article, shall include any new classifications created within the bargaining unit.
- H. The Employer shall provide on the job instruction, if needed, to an employee who bids and is awarded a position.
- I. The Employer will have the right to temporarily transfer employees from one classification to another to fill vacancies of a temporary nature as that term is defined in this section. Employees temporarily assigned to a higher classification for more than fifteen (15) working days shall be paid in the same manner as if they had been promoted to that classification. No employee shall suffer a reduction in his rate of pay due to a temporary transfer. Correctional officers, any time they are assigned as acting shift commanders, shall receive sergeant's pay at the nearest step in the sergeant classification which is above their current rate of pay.

If an employee bids for and is awarded an Animal Handler II position, he will serve a six (6) month working probationary period for purposes of determining whether or not the individual has the necessary communication skills to speak in front of audiences. In the event that an employee, during his working probationary period is disqualified from the position of Animal Handler II, then he will be reinstated to his previous position. New employees who are hired in the position of Animal Handler II will serve an initial three (3) month probationary period and a three (3) month working probationary period.

## **SECTION 12. - REDUCTION IN WORK FORCE.**

- A. No supervisory personnel shall permanently replace the work of an employee covered under this agreement who is laid off as a result of a reduction in the number of employees in any one department.

- B. It is further agreed and understood supervisory personnel may perform work normally performed by bargaining unit employees in the following temporary situations:
1. When necessary to replace an employee during designated relief breaks.
  2. When necessary to replace an absent employee.
  3. When necessary to replace an employee on vacation.
  4. When necessary to replace an employee absent due to injury, bona fide illness, or some other specific reason permitted under this Agreement.
  5. In emergencies such as an unforeseen situation or circumstance or combination of unforeseen situations or circumstances which calls for or requires immediate job performance.
  6. When necessary in the instructing or training of employees.

### **SECTION 13. - CONTRACTING OUT WORK**

The County agrees that upon consideration by a committee of the County Board or Elected Official to contract out any or all work now being performed by bargaining unit employees, which would cause a reduction of employees within a department, it shall so notify the Union and shall bargain over its decision before it contracts out such work.

### **ARTICLE IV - NON-DISCRIMINATION**

The County and applicable elected officials and the Union shall not discriminate against any person directly or indirectly because of race, sex, color, creed, age, national origin, sexual orientation, or because of membership or non-membership or activities in the Union. In addition, there will be no discrimination on the basis of age, as provided in the Age Discrimination In Employment Act of 1967, as amended, handicap or Vietnam Era Veterans status.

In the event that an employee requests a reasonable accommodation under The Americans With Disabilities Act, which request is or may be in conflict with the terms of this Agreement, it is agreed that:

- (a) The County and the Union will meet immediately to resolve the issue of accommodation.
- (b) If resolution is not reached within thirty (30) days, the matter shall be submitted to an expedited arbitration process.
- (c) After resolution by either (a) or (b) above, neither party shall initiate a legal proceeding regarding the legality of the resolution.

In order to expedite the arbitration process, the parties agree to waive the filing of written briefs and require the arbitrator to render his decision and award within seven days after the date of the arbitration.

## **ARTICLE V - GENERAL PROVISIONS**

### **SECTION 1.**

It is understood and agreed that employees covered by this Agreement have the right to join and/or assist the Union or engage in concerted activities insofar as any such activity is not prohibited by any law of the State or by the terms of this Agreement. Conversely, it is understood and agreed that any employees covered by this Agreement may refuse to join and/or participate in the activities of the Union, including the payment of any dues, fees or assessments or service fees of any type, except as provided for in Section 9, Article II. The Union agrees further that it will not solicit Union membership or carry on other Union activities on County time, or carry on any such activities in such a manner as to interfere with the operation of the County.

## **SECTION 2.**

The Union's certified Staff Representative(s) shall have access at reasonable times to work areas of those employees as described in Article I Recognition, regarding matters relative to the administration of this Agreement provided: Notification of desired visits shall be submitted to the department head or his designated representative, indicating reason of visitation.

## **SECTION 3. - OUTSIDE EMPLOYMENT**

Outside employment is generally incompatible to full-time service. It is agreed and understood no employee shall engage in any outside employment which will impair the performance of their duties or be detrimental to the County or elected officials.

## **SECTION 4. - CHECK OFF LIST**

The County agrees to furnish the designated Union representative a monthly check-off list for all departments covered under this Bargaining Agreement, stating the following information:

1. Name of employee, date hired, salary, department, labor grade, job title, hourly rate, full address, and department.
2. Name of employee, date terminated, department.
3. Name of employee, change of salary, department.

One copy of each report shall be provided at no charge.

## **SECTION 5. - PERSONNEL FILES**

Employees shall be entitled to review their personnel file in accordance with the Illinois Access to Personnel Records Act. (820 ILCS 40) The County and Elected Officials shall keep no more than one personnel file for each employee.

## **SECTION 6. - INDEMNIFICATION**

Employees' immunity shall be provided pursuant to the Local Governmental and Governmental Employees Tort Immunity Act. (745 ILCS 10/1-101 et al)

## **SECTION 7. - RULES OF CONDUCT**

Any changes in the rules of conduct or departmental regulations shall be posted 72 hours before they become effective and the Union shall be furnished with a copy. The 72 hour notice may be waived in the event of conditions beyond the control of the officeholder or department head.

## **SECTION 8. – WORKMAN COMPENSATION-SHERIFF**

Employees of the Sheriff's Department who are receiving workman's compensation will be credited for holidays which fall during their leave not to exceed three holidays per anniversary year, provided the employee works at least 1040 hours during his anniversary year.

## **SECTION 9. – EDUCATIONAL REIMBURSEMENT**

Employees represented by AFSCME 2025A shall have access to the educational reimbursement policy provided for in the Rock Island County Procedures Manual. The Union and Employer hereby adopt that portion of the manual as part of this collective bargaining agreement. Current training-budget funding, rules and procedures shall control. Further, the Rock Island County Board shall control funding of this program during the period of this collective bargaining agreement. When funding is available, employees who meet all qualifications and conditions required by the Procedures Manual shall have access on a first-come, first-served basis (see Exhibit E).

## **ARTICLE VI - DISCIPLINARY ACTION**

### **SECTION 1.**

The County shall not exercise its right to reprimand, suspend, discharge, or otherwise discipline any employee with seniority except for just cause. Discipline imposed shall be commensurate with the offense.

### **SECTION 2. - ORAL OR WRITTEN REPRIMAND**

After an oral or written reprimand has been on file for one year without any intervening disciplinary action, it will be removed from the employee's employment record. If an employer has reason to reprimand an employee, it shall be done in private, if possible.

### **SECTION 3. - INVESTIGATIVE MEETINGS**

An employee shall be entitled to the presence of a Union representative at any investigative meeting which the employee has reasonable grounds to believe will result in disciplinary action against the employee.

### **SECTION 4. - REVIEW**

For discipline other than oral reprimands, the employer shall meet with the employee involved and inform him of the reason for such disciplinary action.

The Union shall have the right to take up any suspension or discharge as a grievance, provided the grievance is signed by the aggrieved employee and is filed within seven (7) working days from the effective date of the disciplinary action. It is also agreed and understood that disciplinary action procedures shall be filed initially in Step 2 of the Grievance Procedure.

## **ARTICLE VII - BULLETIN BOARD**

### **SECTION 1.**

The County will assign bulletin board space for the exclusive use of the Union in the following locations: County Building, Courthouse, Jail, Forest Preserve, Niabi Zoo. The County will allow the Union to share a bulletin board in Adult Probation, Regional Superintendent of Schools' office and Forest Preserve sites.

### **SECTION 2.**

The County will assign and provide glass enclosed bulletin board cases with keys, along with bulletin board space for the exclusive use of the Union in the following locations: County Building, Courthouse, Jail, Forest Preserve, and Niabi Zoo. The County will allow the Union to share a bulletin board in the Adult Probation, Regional Superintendent of School's Office, and Forest Preserve sites. The County will retain keys to each bulletin board. The Union agrees that it will limit the use of the assigned bulletin boards to the following Union notices and will supply the County copies of such notices for posting:

- A. Recreation and social affairs of the Union.
- B. Union regular or special meetings.
- C. Union appointments.
- D. Scheduled Union elections and results of such election. No Provisions of this Article shall be construed to permit the posting of any political or advertising matter on the assigned bulletin board.
- E. Contract information.
- F. Labor related information.

## **ARTICLE VIII - LEAVES OF ABSENCE**

In special cases, the present practice of the County of allowing full-time employees with seniority to absent themselves for brief periods, for reasons set out below, will be continued when arrangements are made in advance. In such special cases, the employee shall retain seniority and shall be returned to his previous position within his department providing the seniority of the employee permits such return and provided the employee returns to active employment at the expiration of such period.

### **SECTION 1. - JURY SERVICE**

An employee who is called for jury service (which includes grand jury service) or who is required by law to appear for examination by a jury commission prior to such jury service or is subpoenaed and reports for witness service in a proceeding in a court of record will be excused from work. Such an employee will be reimbursed the difference between his normal rate of pay for necessary time lost because of such service and the amount of compensation received for such service.

If required to serve jury duty during pre-approved vacation leave, the vacation days used during jury duty will be restored to the employee's record.

### **SECTION 2. - SICK LEAVE**

A. Any employee contracting or incurring any non-service connected sickness or disability, which renders such employee unable to perform the duties of his employment, shall receive sick leave with pay. An employee with accrued sick leave may use up to five (5) days of sick leave per contract year to care for employee's immediate family. Pregnancy shall be treated as any other illness or non-occupational disability when it renders an employee unable to perform her assigned duties. Employees shall be granted a leave of

absence upon request for a period not to exceed six (6) months for the care of a newborn child.

Sick leave may also be used for appointments with a doctor, dentist, or other professional medical practitioner. Such leave cannot be taken during the first three months of employment, and except as set out above must be used for personal illness only. The department head shall be notified at the beginning of the shift on the first work day of illness and each day of absence thereafter at the beginning of the shift unless the illness or injury is for a specified period of time which upon request of the department head is substantiated by a doctor's affidavit. The employer may request a medical doctor's affidavit confirming the absence from work due to illness if there is a suspicion of abuse. The Employer may require an employee to be examined by a doctor selected by the Employer, at its cost, to substantiate the need for the employee to remain on sick leave.

The Employer shall be provided with a medical doctor's affidavit confirming the employee's absence from work due to personal or family illness if the absence is three (3) or more continuous days

B. Sick leave covered by Workman's Compensation Act will not be counted against sick leave. Sick leave will not be paid for such a period. On a work related injury that necessitates an absence from work, the County will pay for the first three days of absence from the employee's sick leave plan providing:

1. The employee has accrued sick leave credit
2. The employee provides a statement from his physician that the employee is unable to work during this period of time.

The sick leave payment will not be paid in addition to workman's compensation pay and

will be paid if the employee returns to work prior to the 14 day period required by the workman's compensation rule.

- C. Sick leave for non-service connected and service connected sickness or disability shall be granted for a period not to exceed six (6) months, which period may be extended at the discretion of the County for an additional six (6) months leave of absence.
- D. Sick leave accumulates at the rate of one (1) day per month. Sick leave may not be added to vacation time, nor will cash or bonus time off be given in lieu of sick time. The employee may go on Illinois Municipal Retirement Fund after thirty (30) days after any one (1) illness.
- E. Employees may return to light duty if approved by the employees' doctor and department head. The County shall have the right to determine the type of light duty that employees are assigned to perform. Light duty assignments shall be of a temporary nature as defined in Article III Seniority, Section 2(I) of this Agreement.
- F. Any employee abusing the sick leave privilege will be required to provide a doctor's excuse for each absence. An employee who is required to be on proof status, and provide a doctor's excuse, shall be reviewed by the department head every sixty (60) days (ninety (90) days in the case of the Sheriff's Department) to determine if such requirement is still needed.
- G. If it is determined that an employee has a worker's compensation injury or illness, the County will reimburse the employee for the first three days of absence if it is not covered under worker's compensation.

### **SECTION 3. - BEREAVEMENT PAY**

When death occurs in the immediate family of an employee, with seniority, such an employee, upon request, will be excused for any three (3) normally scheduled days of work

immediately following the death, or preceding or following the funeral or memorial service, provided an employee attends the funeral or memorial service. An employee's immediate family shall include only the following: spouse, children, parents, brother, sister, grandparents, grandchildren, immediate in-laws, step-parents, step-grandparents, step-brothers, step-sisters, step-children, and legal guardian. After making written application thereof, which will show date of death, relationship to deceased and the fact employee attended funeral or memorial service, the employee shall receive pay on basis of straight time established rate for any scheduled days of work for which employee is excused. Employees shall be entitled to an additional day of bereavement time off if the funeral or memorial service is more than 500 miles from the Rock Island County Courthouse. Employees shall be allowed to use one (1) day of any accrued leave time, excluding sick leave, to attend any relative's funeral or memorial service. Employees shall be allowed to use a second day of accrued leave, excluding sick leave, to attend any relative's funeral or memorial service if the funeral or memorial service is held more than 300 miles from the Rock Island County Courthouse.

#### **SECTION 4. - UNION BUSINESS**

The County shall grant a leave of absence to any employee elected to any union office requiring such a leave of absence, but such leave shall not be for more than a total of ninety (90) days each contract year. No more than two employees will be granted a leave in a contract year and no more than one shall be absent on such leave at one time.

#### **SECTION 5. - MILITARY SERVICE**

Any employee who is a member of a reserve force of the United States or of this State and who is ordered by the appropriate authorities to attend a training period or perform other duties under the supervision of the United States or this State shall be granted a leave of absence

during the period of such activity. Any employee who enters into active service in the armed forces of the United States while in the service of the employer shall be granted a leave of absence for the period of military service. An employee's seniority shall continue to accumulate during said leave.

#### **SECTION 6. - EMERGENCY LEAVE**

A leave of absence may be granted an employee, with seniority, when an unforeseen situation occurs and such leave is approved by department head.

#### **SECTION 7. - PERSONAL DAYS**

Employees will be permitted time off without loss of pay for two (2) days for compelling and necessary personal reasons for cases in which permission to be absent without loss of pay has been granted by the department head prior to such absence. In the case of extreme emergency where prior notification is impossible consideration will be given to each individual case. If an employee has not used the personal days during the year they will be added to the following year's vacation. If the personal days are added to the vacation and the employee terminates his employment prior to his vacation eligibility date he will be paid for the personal day or days upon termination. County employees, after one year of employment, shall earn personal days as of their anniversary date of employment.

#### **SECTION 8. - FAMILY AND MEDICAL LEAVE ACT OF 1993**

Pursuant to the Family Medical Leave Act, a qualifying employee may take up to 12 weeks of unpaid leave in a 12 month period of employment. In cases of Family Medical Leave for a certified serious health condition, as defined by the FMLA and interpreted by the Courts, the employee shall be required to use accrued sick leave concurrently with Family and Medical Leave. The employee, at his option, may also use any other accrued leave concurrently during

periods of Family and Medical Leave. All matters not addressed specifically by this section shall be governed by the provisions of the Family and Medical Leave Act.

## **ARTICLE IX - UNION REPRESENTATION**

### **SECTION 1.**

In the administration of this Agreement, the Union shall be represented as provided below, it being understood that all certified Union representatives shall be full-time employees of the county and have successfully completed the required probationary period.

### **SECTION 2.**

The Union shall, within ten (10) days from the signing of this Agreement, for proper dissemination, provide the County Board Chairman, or his designee, a list of its representatives by name and the jurisdictional area they serve, and also the names of members of the Union Central Committee. Changes in this list shall be furnished to the County Board Chairman, or his designee, promptly in writing, as they occur. The County shall not be obligated to recognize any Union representative of whom they have not been so informed.

### **SECTION 3. - DEPARTMENTAL STEWARDS**

- A. The Union shall be represented in Step 1 of the Grievance Procedure by certified stewards. The Union shall be entitled to stewards in each building, or geographic location not to exceed six. The jurisdiction of departmental stewards shall be limited to the processing of grievances in the area in which they serve as stewards.
- B. A steward shall be permitted to be away from his work after notifying his immediate supervisor in order to perform his duties as a Union Representative only in the processing of grievances in accordance with Step 1 of the Grievance Procedure in Article X.

- C. If it is necessary for a steward to enter a department in his jurisdiction other than his own for reasons set out in Paragraph B, above, he shall receive through his departmental head, or someone designated by the department head to act for him in his absence from the department, written permission to leave his department and shall report to the department head of the department he enters prior to performing any handling of the grievance involved.
- D. Each certified steward shall be allowed a maximum of three (3) hours per week, chargeable to the County, beginning with the effective date of this Agreement. Stewards shall also be allowed, as part of their three hours per week, to meet with Council 31 Staff Representatives to prepare for arbitration. Compensation for such allowed time, if used, shall be on the basis of the employee's straight-time hourly rate of pay.

#### **SECTION 4. - UNION CENTRAL COMMITTEE**

The Union Central Committee shall represent the Union in all regular and special meetings with the County Committee, as provided below:

- A. The Union Central Committee shall consist of the President, Vice-President, Chief Steward, Staff Representative, and the Steward who filed the grievance or their designee, certified in accordance with Section 2 above, and a majority shall constitute a quorum. Each member of the Union Central Committee shall be entitled to actual time spent in special or regular meetings scheduled during working hours chargeable to the County for which members of this committee shall be limited twelve (12) hours per month. Central Committee members shall also be allowed, as part of their twelve (12) hours per month, to meet with Council 31 staff representatives to prepare for arbitrations. Compensation for such allowed time shall be on the basis of employee's straight-time hourly rate.
- B. Members of the Union Central Committee shall report to their department heads at the

time of leaving their work assignment and upon their return.

- C. The President and two delegates shall be allowed time off, without pay, to attend the state or international conventions. Not more than three employees at a time shall be allowed to be absent to attend these meetings, nor shall these employees be from the same department. Notice of a request for leave for this purpose should be given thirty (30) days prior to the date of the leave or as soon as possible. Time off for the purpose of attending these meetings shall not exceed more than five (5) work days per contract year.

#### **SECTION 5. - JOINT MEETINGS**

The County representatives, and the Union Central Committee, recognizing the value and importance of conducting a full discussion in clearing up misunderstandings, and in order to preserve harmonious relations in the administration of this Agreement, agree to meet, upon request of either party, with the understanding that: Each party will submit to the other, at least five (5) days prior to the requested meeting, a tentative agenda covering subject matter they wish to discuss. Additional items may be placed on the agenda by mutual consent prior to or at the scheduled meeting.

#### **SECTION 6.**

No provisions of this Agreement shall be construed so as to require payment by the County for any time spent by a Union representative(s) in any negotiations for the amendment, extension of, renewal of or additions to an existing collective bargaining agreement, nor for the negotiations for any agreements. Nothing herein shall preclude the parties from agreeing to such payment.

## **ARTICLE X - GRIEVANCE PROCEDURE**

### **SECTION 1.**

A grievance is defined as a dispute between an employee or the Union and the County concerning the interpretation, application or alleged violation of a provision of this Agreement.

### **PROCEDURE**

As an attempt shall be made to resolve any grievance in an informal discussion between the grievant and his immediate department head or designated representative. If requested by the allegedly aggrieved employee, the appropriate departmental steward may participate in this informal discussion. It is understood that all grievances, other than suspension or discharge cases, must be presented within seven (7) working days of the occurrence of the event giving rise to the grievance. In order for claims for back pay to be retroactive to a date prior to the filing of the grievance, such claims must be filed within seven (7) working days of the date that the employee first had sufficient information available to determine a claim existed for back pay.

### **SECTION 2.**

#### **STEP 1.**

Between the aggrieved employee with his stewards and the employee's elected official and/or department head.

- A. If the grievance is not resolved informally in accordance with the above procedure, the grievance shall be reduced in writing and signed by the aggrieved employee and the departmental steward and filed with the department head within seven (7) working days after the above informal discussion on the alleged complaint has been concluded. Any grievance reduced to writing shall specify Section(s) and/or Article(s) allegedly violated

and shall also state the specific relief sought. The department head shall, within seven (7) working days from the date the written grievance was presented, arrange a meeting at a mutually satisfactory time with the aggrieved employee and the departmental steward. The department head shall formally answer the grievance within seven (7) working days from date of meeting. However, if grievance is not formally answered within specified time limit, the Union shall be privileged to advance grievance to Step 2. without an answer.

- B. Any grievance which is not carried to Step 2. seven (7) working days after the department head's and/or elected official's written answer was due in Step 1. shall be deemed settled and shall not be eligible for further processing.
- C. All grievances, arbitration notices, requests to cancel or postpone hearings must be filed with the Executive Assistant to the County Board in order to facilitate timely scheduling. The Executive Assistant shall notify the Union Central Committee of all meetings.

## **STEP 2.**

Between a committee representing the County, consisting of the department head or elected official in charge of the area in which the grievance originated, three (3) County Board members and/or their designated representative(s), the Union Central Committee and the Staff Representative and/or their designated representative.

- A. If the grievance is not settled in Step One, the grievance may be appealed in writing to the Grievance Committee which shall consist of the Elected Official in charge of the area in which the grievance originated and three (3) County Board members appointed by the Chairman of the County Board. The Union shall be represented by the Union Central Committee and/or their designated representatives. The Chairman of the County Committee or his designated representative shall arrange a meeting to discuss the

grievance within seven (7) working days from the date of appeal and formally answer the grievance within seven (7) working days after the meeting at which discussion of the grievance was concluded between the parties. Such written answer shall be presented to the Union Central Committee, and, also, all notices for all meetings. If there is not total agreement by all members of the Grievance Committee, the grievance shall be denied. If the grievance is denied or is not formally answered within the above time limit, the Union shall be privileged to advance the grievance to Step Three without an answer.

- B. Grievances of a general character, disciplinary action grievances, grievances involving matters which are outside the jurisdiction of the department head and/or elected official may enter the grievance procedure at Step 2.
- C. Any grievance which is not carried to Step 3. within fifteen (15) working days from the date the County Committee chairperson's written answer was due in Step 2. shall be deemed settled and shall not be eligible for further processing. Before the end of the Step 2 meeting, the Union may add to the written grievance any additional articles or sections they believe have been violated.

### **STEP 3. - ARBITRATION**

Grievances involving interpretations and application of the provisions of this Agreement which have been processed through the Grievance Procedure, and only such grievances, may be submitted to arbitration as provided below:

Should the Union desire to submit a grievance to Step 3, it shall give written notice to the Chairman of the county committee within fifteen (15) working days from the date of the Chairman of the County Committee's answer was due in Step 2.

Within ten (10) working days of a grievance being submitted to arbitration, the parties shall request from the Federal Mediation and Conciliation Service a panel of five (5) arbitrators.

Within fourteen (14) working days after the panel has been received by both parties, the parties shall select an arbitrator. Both the County Committee and the Union shall have the right to strike out two (2) names from the panel. The party requesting arbitration shall strike the first name, the other party shall then strike one name, the process will be repeated and the remaining person shall be the arbitrator, provided, however, either party may reject the first panel in its entirety. The jurisdiction of the arbitrator shall be limited to the interpretation and application of the provisions of these Articles and the obligations of the parties under these Articles. The arbitrator shall have no power or authority to add, ignore, modify or enlarge upon any provision(s) of this Agreement. No decision of the arbitrator shall pertain to matters not at issue in a given case. All decisions of the arbitrator shall be presented in writing and shall be binding upon both parties. Expenses for the arbitrator's services and the expenses which are common to both parties to the arbitration shall be borne equally by the County Board and the Union. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.

### **SECTION 3.**

It is agreed and understood time limits established in any step of grievance procedure may be extended by mutual understanding between the parties.

## **ARTICLE XI - HOURS OF WORK**

### **SECTION 1.**

The established work week of the County begins at 12:00 midnight Sunday and extends to 12:00 midnight of the following Sunday.

## **SECTION 2.**

The regular work week shall consist of five (5) prescheduled eight (8) hour days for full-time employees and five (5) prescheduled four (4) hour days for part-time employees except as otherwise provided in Section 5. of this Article.

## **SECTION 3. - WORK DAY**

Eight (8) consecutive hours of work within the twenty-four (24) hour period beginning at scheduled time shall constitute the regular work day, except as provided in Section 5.

## **SECTION 4. - WORK SCHEDULE**

Work schedules showing the employee's shift, work days and hours shall be posted at convenient places and times. Except for emergency situations, work schedules will not be changed unless the needs of the County so necessitate it. The County shall make a good faith effort to give employees 72 hours notice before changing their shift, days off or work schedule.

Shift Sergeant and Lieutenant Correctional officers shall have the right to determine their scheduled days off. Each of the shift's Sergeant and Lieutenant Correctional Officers will collectively determine what scheduled days off they will have throughout the six (6) month period associated with the April and October shift changes. It will be mandatory that at least one Sergeant or Lieutenant Correctional Officer from the shift is scheduled to work at all times. Any schedule of days off determined by shift Sergeant and Lieutenant Correctional Officers will require each to have eighty hours of regularly scheduled work hours during the two week pay period. Any deviations in this method of scheduling must be made only after approval of the Jail Administrator. Any unresolved conflicts will be resolved by the Jail Administrator.

## **SECTION 5. - CONTINUOUS OPERATIONS AND PART TIME EMPLOYEES**

Employees engaged in continuous operations are defined as being any employee or group

of employees engaged in an operation for which there is regularly scheduled employment for twenty four (24) hours a day, seven (7) days a week, and by employee, or group of employees engaged in an operation for which there is regularly scheduled employment seven (7) days a week. The work week for employees engaged in continuous operations in no case shall require employees to work more than six (6) consecutive days. Part-time employees work schedules shall be in accordance with existing customs and practices. Continuous operations employees in the Sheriff's department shall have an opportunity to exercise seniority for determination of shift assignments, subject to the rights of the employer to temporarily assign new Correctional Officers to shifts for training purposes for six (6) months and current and new Telecommunicators for one (1) year. After completion of training, employees will be allowed to bid the next time that shifts are posted for bid. If no vacancy exists on the shift where an employee is to be assigned for training, then the following procedure will be followed. First, the employer will offer a change of shift to employees, in order of seniority, who signed the last Shift Preference Sheet for the shift on which a vacancy currently exists. Second, if no one has bid or accepts a change to the shift where a vacancy exists, then the employer shall transfer the least senior employee from the shift where the employee is to be assigned for training. The County shall make a good faith effort to give employees seventy-two (72) hours before changing their shift, days off or work schedule.

Employees in the Sheriff's Department shall be subject to testing under the Sheriff's Department Drug Testing Policy. The classifications of employees subject to testing will be as set forth in the Drug Testing Policy (see Exhibit F).

## **SECTION 6. - REST PERIODS**

The present policy of the County of allowing a minimum period of fifteen (15) minutes each working shift for a rest period will be continued without any change in the County's present

pay practices with respect to such periods.

## **SECTION 7. - MEAL PERIODS**

All full time employees except employees on a continuous shift shall be granted an unpaid lunch break. The unpaid lunch period shall be either half hour or one hour which will be determined by the department head or elected official. Whenever possible the lunch period shall be regularly scheduled at the middle of each shift. Telecommunicators shall receive a paid lunch period according to past practice when assigned to a continuous shift operation.

## **SECTION 8. - OVERTIME**

An employee shall be paid time and one-half for all hours actually worked in excess of forty (40) hours in an established work week. Any time paid for hours that an employee would have normally been scheduled to work but for a holiday or jury duty shall be counted as time worked for the purposes of overtime computation. Employees in the Sheriff's department shall be paid time and one-half (1 1/2) for all hours actually worked in excess of eight (8) hours in a day. Overtime shall not be pyramided or paid on both a weekly and daily basis for the same hours worked, and any hours paid for at an overtime rate shall not be used again for the purpose of determining any other overtime hours or pay.

Correctional Officers, shall be offered overtime in the following manner. If overtime is needed on a shift, then it will be first offered by seniority on the shift, and if not enough officers accept, then overtime shall be offered from a voluntary list by seniority, and then if necessary mandated on a rotating basis among the four (4) least senior employees on the shift.

All compensatory time earned in excess of eighty (80) hours shall be paid out the first payroll in November of each year with employees having the option to be bought out to zero.

**SECTION 9.- SATURDAY/HOLIDAY COURT**

Employees of the Circuit Clerk and States Attorney's office who volunteer to work at the Correctional Center on Saturdays and/or holidays will be guaranteed a minimum of four (4) hours at time and one half (1 1/2) their regular rate of pay. Volunteers will be assigned based on seniority. Employees must arrive at the Correctional center by 8:00 a.m. and may leave after the day's court files are completed.

**SECTION 10.- CALL BACK PAY**

Any employees called back to work outside of their shift shall be compensated (pay or compensatory time) at the applicable rate for a minimum of two (2) hours. This provision shall not include time which is consecutive with their regular work shift. Lead Registered Nurse, Registered nurses and licensed practical nurses required to carry a beeper after their regular shift in order to respond to work shall be compensated at the rate of One Hundred Dollars (\$100.00) a week. .

**SECTION 11 – TRAINING OFFICERS**

Certified Field Training Officers, or those with approval of the Jail Administrator, shall receive two (2) hours of compensatory time for every day that they actively train a new correctional officer.

**SECTION 12.- HOLIDAYS/SUPER HOLIDAYS**

The following days shall be recognized and observed as paid holidays:

- New Years Day
- Martin Luther King's Birthday
- Lincoln's Birthday
- Washington's Birthday
- Good Friday (1/2 day)
- Memorial Day
- Independence Day

Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Friday After Thanksgiving  
Christmas Eve  
Christmas Day  
The day on which members of the House of Representatives are elected

A. Eligible employees shall receive one (1) days pay for each of the holidays listed above on which they perform no work except Sheriff's Department and Forest Preserve employees who shall bank one (1) day for each holiday not worked. However, an employee who works a recognized holiday will be offered compensatory time off or equivalent pay at the employee's choice, and such time off from work will be agreed to by the employee and his supervisor.

1. If a holiday falls on a Saturday, the preceding Friday will be observed. If a holiday falls on a Sunday, the following Monday will be observed.
2. If one or more holidays falls within a scheduled vacation, the employee shall be allowed additional days off which shall be agreed to by the employee and his supervisor.

B. Employees shall not receive pay for the holidays listed above under the following conditions:

1. If they are unscheduled part-time and/or temporary employees and/or probationary employees.
2. Employees laid off for lack of work or suspended or terminated for cause.
3. Holidays occurring during an employee's leave of absence, except for vacations.
4. If there is a conflict concerning traditional holidays, the County Board will make the determination as to when the holiday will be observed.

C. Employees in the Sheriff's Department and Forest Preserve who work Memorial Day,

Fourth of July, Labor Day, Thanksgiving Day and Christmas shall be paid two and one-half (2 1/2) times their regular hourly rate of pay for all hours worked on such days in lieu of holiday pay or time off.

## **ARTICLE XII -VACATION**

Employees shall earn vacation based on their years of service as of each anniversary date in accordance with the following schedule:

- A. Employees with less than (4) years of continuous service - 3.077 hours accrued for each full pay period worked - maximum of eighty (80) hours of vacation pay
- B. Employees with four (4) years of continuous service - 4.6154 hours accrued for each full pay period worked - maximum of one hundred twenty (120) hours of vacation pay
- C. Employees with nine (9) years of continuous service - 6.154 hours accrued for each full pay period worked - maximum of one hundred sixty (160) hours of vacation pay.
- D. Employees with nineteen (19) years continuous service – 7.6923 hours accrued for each full pay period worked – maximum of two hundred (200) hours of vacation pay.

A pay period is defined as a regularly scheduled eighty (80) hours within a two (2) week period of time.

For purposes of accruing vacation pay, no deduction of time will be made for unpaid absences totaling one hour or less per pay period, disciplinary suspensions, or paid excused absences where employees receive a paycheck.

New employees who complete their probationary period shall be credited, for purposes of accruing vacation, as if they had worked all holidays which occurred during their probationary period, provided that they would have met the eligibility requirements for holiday pay except for being on probation. New employees who start in the middle of a pay period shall be credited

with 3.077 hours of vacation pay for that pay period if they work all regular scheduled hours.

Any employee who has completed one year of service will be paid for all accrued but unused vacation at the time of separation of service except as follows. Employees who terminate their employment between their fifth and sixth anniversary year shall be paid vacation based on the accrual rate of two (2) weeks (80 hours) of vacation and employees who terminate their employment between their ninth and tenth anniversary year shall be paid vacation based on the accrual rate for three (3) weeks (120 hours) of vacation. Employees who terminate their employment after their tenth anniversary year shall be paid vacation based on the accrual rate of four (4) weeks (160 hours) of vacation pay. Employees who terminate their employment after their 20<sup>th</sup> anniversary year shall be paid vacation based on the accrual rate for five (5) weeks (200 hours) of vacation.

Vacations are not cumulative and shall be forfeited if not used in the year following the year they are earned; except (1) employees may carry over one week of vacation and (2) vacation shall not be forfeited if staff shortages or scheduling conflicts prevent the employee from taking vacation.

Maximum consecutive use of vacation leave shall be eighty (80) hours. Ten (10) days of earned vacation may be taken one day at a time, in eight (8) hour increments, but the remainder of the vacation, to the extent possible, will be taken during whole weeks.

Vacations shall be granted at the time requested by the eligible employee providing the type of work performed by the employee will permit approving requests. If the nature of the type of work involved makes it necessary to limit the number of employees on vacation at the same time, the employee(s) with the greatest departmental seniority shall be given his choice of vacation in the event of any conflict over vacation periods.

If an employee with one or more years of continuous service is laid off, he shall receive

his vacation money that he is entitled to at the time of layoff or, with the agreement of his department head, he may postpone receiving his vacation money until the time that his vacation was scheduled.

## **ARTICLE XIII – STRIKES AND LOCKOUTS**

### **SECTION 1. - LOCKOUTS**

No lockout of employees shall be instituted by the County during the terms of this Agreement.

### **SECTION 2. - STRIKES**

No strikes of any kind or any interruption of work shall be caused or sanctioned by the Union or any member thereof during the term of this Agreement.

## **ARTICLE XIV - WAIVER**

The parties acknowledge that during 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 understanding and agreements arrived at are set forth in this Agreement. Therefore, the County and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargaining collectively with respect to any subject or matter referred to or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement. The County agrees, upon request, to bargain with the Union over any mandatory subject of bargaining which is not specifically

reserved to management or covered by this agreement; provided, that if an impasse occurs after good faith bargaining, the County shall have the right to implement its final offer.

#### **ARTICLE XV – INSURANCE**

All eligible employees are encouraged to participate in the county group hospitalization insurance program offered at a group rate through the county. The Union shall be represented on the county insurance study committee by a representative designated by the Local Union President. Upon request from the Union, the County agrees to meet and bargain over any changes in benefits or employee contributions which are made during the term of this agreement provided that both parties shall retain their legal rights in the event an impasse occurs concerning a change.

Bargaining unit employees will pay no more than any other County employees for insurance during the term of this agreement.

The Union agrees to participate in the County's health insurance committee, which committee will be charged with the administration of the Rock Island County Health Plan and is empowered by all bargaining units and the Rock Island County Board to make collective decisions regarding benefits, coverage levels and premiums.

#### **ARTICLE XVI – UNIFORMS**

Correctional Officers, Telecommunicators, and Sheriff's Maintenance and Custodial employees shall have a yearly clothing allowance of \$400.00. Forest Preserve employees shall receive a yearly clothing allowance of \$200.00 not to affect what the Zoological Society is currently providing for the staff at the Niabi Zoo. The clothing allowance shall be paid to the employees on the Friday after the third Tuesday in December of each year.

**ARTICLE XVII - EFFECT OF AGREEMENT**

- A. The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties.
- B. If any article, section, paragraph, clause or sentence of this Agreement should be declared invalid or unconstitutional, such decision(s) shall not void the remaining articles, sections, paragraphs, clauses or sentences, and they remain in full force and effect for the duration of this Agreement.

**ARTICLE XVIII – TERMINATION**

This Agreement shall be effective as of the date of execution, and shall remain in full force and effect until the 30th day of November, 2008. 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. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in this article.

IN WITNESS whereof, the parties have set their hands this \_\_\_\_ day of \_\_\_\_\_2006.

FOR THE UNION:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

FOR THE EMPLOYER ROCK ISLAND COUNTY :

---

James Bohnsack, Chairman  
RI County Board

---

John Brandmeyer, Chair  
Negotiating Committee

---

Steven Ballard  
Negotiating Committee

---

Phil Banaszek  
Negotiating Committee

Rock Island County Auditor

Rock Island County Circuit Clerk

---

Diana L. Robinson

---

Lisa L. Bierman

Rock Island County Clerk

Rock Island County Coroner

---

Richard ("Dick") Leibovitz

---

Sharon Anderson

Rock Island County Recorder of Deeds

Regional Superintendent of Schools

---

Patricia A. Veronda

---

Joe Vermeire

Rock Island County Sheriff

Rock Island County State's Attorney

---

Michael Grchan

---

Jeff Terronez

Rock Island County Treasurer

---

Louise A. Kerr

## EXHIBIT A

### JOB CLASSIFICATIONS

The County and all applicable elected officials agree to designate a job classification for each of their employees covered under this bargaining agreement, from the list below. This is not to be interpreted as meaning they shall perform work only in that classification but will be a basis for wages and job bidding. Subject to individual department head's approval.

JOB TITLE	PAY GRADE
Accounting Clerk	14
Administrative Coordinator	20
Administrative Secretary	17
Animal Handler I	17
Animal Handler II	19
Animal Handler III	21
Assistant Cashier	17
Assistant Park Ranger	23
Assistant Superintendent	23
Building Inspector	27
Building Inspector II	28
Clerical Specialist I	13
Clerical Specialist II	15
Computer Operator	16
Correctional Officer	23
Correctional Officer Sergeant	26
Correctional Officer Lieutenant	28
Court Liaison	26
Criminal Process Coordinator	24
Data Entry Operator	13
Deferred Prosecution Coordinator	24
Deputy Clerk I	13
Deputy Clerk II	16
Deputy Clerk III	21
Domestic Animal Caretaker I	15
Domestic Animal Caretaker II	16
Executive Secretary	20
Field Office Manager - Illiniwek	18
Field Office Manager - Niabi Zoo	18
General Service Worker I	13
General Service Worker II	16
General Service Worker III	19
GIS Technician/Specialist	24
GIS Database Administrator/Webmaster	28
Graphic Designer	19
Groundskeeper	17
Head Cashier	20
Inmate Services Officer	26

Internal Auditor	20
Lead Registered Nurse	28
Legal Assistant I	17
Legal Assistant II	19
Licensed Practical Nurse (LPN)	22
Mail Courier	13
Maintenance Mechanic	20
Mechanic	20
Printer	19
Programmer/Analyst	25
Reserved	10
Reserved	11
Registered Nurse (RN)	27
Senior Accounting Clerk	16
Senior Computer Operator	19
Senior Data Entry Operator	17
Senior GIS Analyst	26
Senior Programmer/Analyst	28
Shelter Coordinator	17
Switchboard Operator	15
System Liaison	24
Tele-Communicator Corporal	26
Tele-Communicator Sergeant	28
Tradesworker I	17
Tradesworker II	21
Veterinarian Technician	21
Warrants/Extradition Specialist	18
Zoning/Building Department Coordinator	20
Zoning Investigator	26
Zoo Maintenance Foreman	20
Zoo Mechanic	20

The bargaining unit may be expanded by mutual agreement of the parties. All job descriptions are amended to require a minimum of a high school diploma or GED certificate. Current employees at the time of contract signing are grandfathered into this clause.

The Sheriff of Rock Island County shall have the right to select, appoint, and remove employees from the maintenance mechanic classification in the Sheriff's Department subject to the provisions of Article III, Section 11 and Article X. The County shall have the right to establish tests and qualifications for employees to be eligible to be a general service worker and maintenance mechanic.

The Sheriff shall have the right to demote Sergeant/Correctional Officers and Lieutenant/Correctional Officers for just cause.

Tele-Communicators shall be initially hired at the start rate for Labor Grade 22 and after completing their probationary period will be paid the rate for Labor Grade 26. The Sheriff shall have the right to train two (2) non-probationary correctional officers per shift who volunteer to

serve as back-up/fill-ins for Tele-Communicators. Correctional officers shall receive non-probationary Tele-Communicator training, including Leads training and will be paid a premium over and above their current rate of \$1.76 per hour, rounded to the nearest hour. The Sheriff shall not be required to use non-probationary correctional officers as back-ups/ or fill-ins for Tele-Communicators nor shall the availability of trained non-probationary correctional officers be used by Tele-Communicators as a basis for requesting time off unless consented to by the Sheriff.

If a new Correctional Officer has a State Correctional Certificate, then he shall start at the one (1) year salary step rather than the new hire step.

## **EXHIBIT B**

### **CLASSIFICATION REVIEWS**

The County agrees to hire a consultant to review upgrades for the following individuals:

Coroner's Administrative Secretary  
Information Systems/Supervisor of Assessments Data Entry Operators  
Supervisor of Assessments Clerical Specialist I  
Forest Preserve Trades Worker I  
Forest Preserve Zoo Mechanic  
County Clerk Administrative Coordinator  
Forest Preserve Maintenance Foreman  
Data Entry Operator  
For possible need of a "Grounds Keeper II" position

Any revisions or increases shall be subject to negotiations with the Union.

## **EXHIBIT C**

### **INTEREST ARBITRATION –**

The County and Union agree to submit to interest arbitration, the following positions for review of the appropriateness of an upgrade:

Correctional Officer  
ISO  
Correctional Sergeant  
Correctional Lieutenant

**EXHIBIT D**

**WAGE SCHEDULE –**

**Exhibit D-1**

**AFSCME2025A WAGE SCHEDULE**

**Employees shall receive a General Wage Increase of 3.5% Effective 12/01/2005 thru 11/30/2006**

	<b>Start</b>	<b>1 Year</b>	<b>2 Years</b>	<b>4 Years</b>	<b>6 Years</b>	<b>8 Years</b>	<b>10 Years</b>	<b>12 Years</b>	<b>15 Years</b>
<b>Grade 12</b>	\$8.98	\$9.39	\$9.97	\$10.47	\$10.97	\$11.46	\$11.96	\$12.12	\$12.20
<b>Grade 13</b>	\$9.41	\$9.88	\$10.44	\$10.97	\$11.47	\$12.00	\$12.49	\$12.70	\$12.81
<b>Grade 14</b>	\$9.87	\$10.32	\$10.96	\$11.48	\$12.04	\$12.54	\$13.12	\$13.28	\$13.43
<b>Grade 15</b>	\$10.34	\$10.81	\$11.47	\$12.05	\$12.58	\$13.18	\$13.74	\$13.96	\$14.07
<b>Grade 16</b>	\$10.83	\$11.34	\$12.05	\$12.67	\$13.24	\$13.85	\$14.42	\$14.63	\$14.74
<b>Grade 17</b>	\$11.35	\$11.82	\$12.58	\$13.23	\$13.86	\$14.50	\$15.11	\$15.33	\$15.42
<b>Grade 18</b>	\$11.92	\$12.45	\$13.22	\$13.87	\$14.54	\$15.20	\$15.85	\$16.07	\$16.21
<b>Grade 19</b>	\$12.47	\$13.04	\$13.84	\$14.53	\$15.21	\$15.89	\$16.61	\$16.84	\$16.97
<b>Grade 20</b>	\$13.09	\$13.62	\$14.53	\$15.25	\$15.96	\$16.69	\$17.43	\$17.70	\$17.79
<b>Grade 21</b>	\$13.70	\$14.30	\$15.24	\$15.98	\$16.75	\$17.50	\$18.27	\$18.55	\$18.62
<b>Grade 22</b>	\$14.37	\$14.99	\$15.95	\$16.74	\$17.51	\$18.34	\$19.16	\$19.47	\$19.55
<b>Grade 23</b>	\$15.07	\$15.70	\$16.75	\$17.60	\$18.43	\$19.28	\$20.11	\$20.41	\$20.50
<b>Grade 24</b>	\$15.78	\$16.38	\$17.53	\$18.42	\$19.30	\$20.19	\$21.08	\$21.41	\$21.46
<b>Grade 25</b>	\$16.58	\$17.24	\$18.40	\$19.31	\$20.24	\$21.18	\$22.11	\$22.45	\$22.53
<b>Grade 26</b>	\$17.38	\$18.08	\$19.31	\$20.29	\$21.26	\$22.24	\$23.19	\$23.54	\$23.64
<b>Grade 27</b>	\$18.23	\$18.96	\$20.28	\$21.32	\$22.31	\$23.36	\$24.35	\$24.73	\$24.80
<b>Grade 28</b>	\$19.14	\$19.90	\$21.28	\$22.37	\$23.42	\$24.52	\$25.54	\$25.94	\$26.02

**STEPS ARE BASED ON YEARS OF SERVICE IN A CLASSIFICATION**

Employees with 20 or more years of service should add 3% to their base rate to determine current wage. Employees shall receive a 3% base wage increase on their 20<sup>th</sup> year anniversary date of hire.

**Exhibit D-2  
AFSCME2025A WAGE SCHEDULE**

**Employees shall receive a General Wage Increase of 3.5% Effective 12/01/2006 thru 11/30/2007**

	<b>Start</b>	<b>1 Year</b>	<b>2 Years</b>	<b>4 Years</b>	<b>6 Years</b>	<b>8 Years</b>	<b>10 Years</b>	<b>12 Years</b>	<b>15 Years</b>
<b>Grade 12</b>	\$9.29	\$9.72	\$10.32	\$10.84	\$11.35	\$11.86	\$12.38	\$12.54	\$12.63
<b>Grade 13</b>	\$9.74	\$10.23	\$10.81	\$11.35	\$11.87	\$12.42	\$12.93	\$13.14	\$13.26
<b>Grade 14</b>	\$10.22	\$10.68	\$11.34	\$11.88	\$12.46	\$12.98	\$13.58	\$13.74	\$13.90
<b>Grade 15</b>	\$10.70	\$11.19	\$11.87	\$12.47	\$13.02	\$13.64	\$14.22	\$14.45	\$14.56
<b>Grade 16</b>	\$11.21	\$11.74	\$12.47	\$13.11	\$13.70	\$14.33	\$14.92	\$15.14	\$15.26
<b>Grade 17</b>	\$11.75	\$12.23	\$13.02	\$13.69	\$14.35	\$15.01	\$15.64	\$15.87	\$15.96
<b>Grade 18</b>	\$12.34	\$12.89	\$13.68	\$14.36	\$15.05	\$15.73	\$16.40	\$16.63	\$16.78
<b>Grade 19</b>	\$12.91	\$13.50	\$14.32	\$15.04	\$15.74	\$16.45	\$17.19	\$17.43	\$17.56
<b>Grade 20</b>	\$13.55	\$14.10	\$15.04	\$15.78	\$16.52	\$17.27	\$18.04	\$18.32	\$18.41
<b>Grade 21</b>	\$14.18	\$14.80	\$15.77	\$16.54	\$17.34	\$18.11	\$18.91	\$19.20	\$19.27
<b>Grade 22</b>	\$14.87	\$15.51	\$16.51	\$17.33	\$18.12	\$18.98	\$19.83	\$20.15	\$20.23
<b>Grade 23</b>	\$15.60	\$16.25	\$17.34	\$18.22	\$19.08	\$19.95	\$20.81	\$21.12	\$21.22
<b>Grade 24</b>	\$16.33	\$16.95	\$18.14	\$19.06	\$19.98	\$20.90	\$21.82	\$22.16	\$22.21
<b>Grade 25</b>	\$17.16	\$17.84	\$19.04	\$19.99	\$20.95	\$21.92	\$22.88	\$23.24	\$23.32
<b>Grade 26</b>	\$17.99	\$18.71	\$19.99	\$21.00	\$22.00	\$23.02	\$24.00	\$24.36	\$24.47
<b>Grade 27</b>	\$18.87	\$19.62	\$20.99	\$22.07	\$23.09	\$24.18	\$25.20	\$25.60	\$25.67
<b>Grade 28</b>	\$19.81	\$20.60	\$22.02	\$23.15	\$24.24	\$25.38	\$26.43	\$26.85	\$26.93

**STEPS ARE BASED ON YEARS OF SERVICE IN A CLASSIFICATION**

Employees with 20 or more years of service should add 3% to their base rate to determine current wage. Employees shall receive a 3% base wage increase on their 20<sup>th</sup> year anniversary date of hire

**Exhibit D-3  
AFSCME2025A WAGE SCHEDULE**

**Employees shall receive a General Wage Increase of 3.5% Effective 12/01/2007 thru 11/30/2008**

	<b>Start</b>	<b>1 Year</b>	<b>2 Years</b>	<b>4 Years</b>	<b>6 Years</b>	<b>8 Years</b>	<b>10 Years</b>	<b>12 Years</b>	<b>15 Years</b>
<b>Grade 12</b>	\$9.62	\$10.06	\$10.68	\$11.22	\$11.75	\$12.28	\$12.81	\$12.98	\$13.07
<b>Grade 13</b>	\$10.08	\$10.58	\$11.18	\$11.75	\$12.29	\$12.85	\$13.38	\$13.60	\$13.72
<b>Grade 14</b>	\$10.57	\$11.06	\$11.74	\$12.30	\$12.90	\$13.43	\$14.05	\$14.23	\$14.39
<b>Grade 15</b>	\$11.08	\$11.58	\$12.29	\$12.91	\$13.48	\$14.12	\$14.72	\$14.95	\$15.07
<b>Grade 16</b>	\$11.60	\$12.15	\$12.91	\$13.57	\$14.18	\$14.84	\$15.45	\$15.67	\$15.79
<b>Grade 17</b>	\$12.16	\$12.66	\$13.48	\$14.17	\$14.85	\$15.53	\$16.19	\$16.42	\$16.52
<b>Grade 18</b>	\$12.77	\$13.34	\$14.16	\$14.86	\$15.58	\$16.28	\$16.98	\$17.21	\$17.36
<b>Grade 19</b>	\$13.36	\$13.97	\$14.83	\$15.56	\$16.29	\$17.02	\$17.79	\$18.04	\$18.18
<b>Grade 20</b>	\$14.02	\$14.59	\$15.56	\$16.34	\$17.10	\$17.88	\$18.67	\$18.96	\$19.06
<b>Grade 21</b>	\$14.68	\$15.32	\$16.33	\$17.12	\$17.94	\$18.75	\$19.57	\$19.87	\$19.95
<b>Grade 22</b>	\$15.39	\$16.06	\$17.09	\$17.93	\$18.76	\$19.65	\$20.52	\$20.86	\$20.94
<b>Grade 23</b>	\$16.14	\$16.82	\$17.94	\$18.85	\$19.74	\$20.65	\$21.54	\$21.86	\$21.96
<b>Grade 24</b>	\$16.90	\$17.55	\$18.78	\$19.73	\$20.67	\$21.63	\$22.58	\$22.93	\$22.99
<b>Grade 25</b>	\$17.76	\$18.47	\$19.71	\$20.69	\$21.68	\$22.69	\$23.68	\$24.05	\$24.13
<b>Grade 26</b>	\$18.62	\$19.37	\$20.69	\$21.74	\$22.77	\$23.82	\$24.84	\$25.22	\$25.32
<b>Grade 27</b>	\$19.53	\$20.31	\$21.72	\$22.84	\$23.90	\$25.02	\$26.08	\$26.49	\$26.57
<b>Grade 28</b>	\$20.50	\$21.32	\$22.80	\$23.96	\$25.09	\$26.27	\$27.36	\$27.79	\$27.87

**STEPS ARE BASED ON YEARS OF SERVICE IN A CLASSIFICATION**

Employees with 20 or more years of service should add 3% to their base rate to determine current wage. Employees shall receive a 3% base wage increase on their 20<sup>th</sup> year anniversary date of hire

## STEPS ARE BASED ON YEARS OF SERVICE IN A CLASSIFICATION

Employees will move up a step on the salary schedule on their anniversary date on which a step is allowed per the wage schedule. An employee who is promoted into a higher classification within his department shall be assigned to the nearest step in the new classification which is above the rate of pay he was receiving in his prior classification.

An employee who bids into a higher classification within his department shall be assigned to the nearest step in the new classification which is above the rate of pay he was receiving in his prior classification.

If an employee is serving a probationary period at the time that a general wage increase is due under this Agreement, the probationary employee shall receive the general wage increase upon completing his probationary period.

## **SHIFT DIFFERENTIAL**

Employees working the second or third shift shall receive a twenty-five cent (25¢) per hour shift differential.

## **ANKUS PERSON**

Employees designated as an Ankus Person at the Zoo shall receive a differential of twenty-five cents (25¢) per hour

## **EXHIBIT E**

### **EDUCATIONAL POLICY –**

#### **ROCK ISLAND COUNTY TUITION REIMBURSEMENT**

Rock Island County wishes to upgrade skills of its non-unit employees. A budget will be prepared and adhered to on a first-come, first-served basis as long as budgeted funds are available, to be decided annually.

Rock Island County will specifically not reimburse employee expenses pertaining to a total Associate, Bachelor, or Masters level degree, but will reimburse for those courses within certain degrees which are related to the employee's position at Rock Island County, along with other criteria for successful completion depending on level of course(s) taken. Additionally, a pre-determined continued employment period will be required, as follows:

1. Course must be (County) job-related.
2. Course must be taken during non-working hours. No "homework" or studying will be done or otherwise allowed during the employee's scheduled working hours.
3. Course will be reimbursed only when employee submits a satisfactory grade to the County, in addition to proof of prior payment by employee to educational institution. However, required Tuition Reimbursement Request Form(s) must be completed and approved prior to start of the course.
4. Employee must receive a "C", "B", or "A"; or PASS (in a Pass/Fail type course).
5. Only tuition which includes mandatory fees will be reimbursed. Employee is responsible for any necessary course books, additional course specific fees, transportation, or any other related expenses.
6. No more than one job-related class per semester will be reimbursed for any one employee (again on a first-come, first-served basis as long as budgeted funds are available. Final decision will rest with the County Board Chair.).
7. "Semester" is defined as follows: July 1 through December 31; January 1 through June 30; except any job-related course started in one "semester" which may overlap into the next "semester" may still be considered for reimbursement for the starting semester (and not counted again as ending, or in, the following semester).
8. Employee will be required and must agree at the time the request is made to remain with the County for a period of one (1) year following completion of the last course(s) taken (Associate Degree); OR for any employee already possessing an Associate Degree, two (2) years following completion of the last course(s) taken (Bachelors or higher Degree).

9. Any employee already possessing a Bachelors, Masters or higher degree may take any job-related course to use as “brush-up” with the same required grade, or equivalent, semester requirement, and for continued two (2) years employment (as required of the Bachelor level).
10. All classes must be requested and approved to be taken by the County for reimbursement prior to the start of the class. All pertinent information must be submitted and approved by the immediate supervisor and the County Board Chair in order that current budget may be properly maintained. Proof of payment for the class by the educational institution will be required prior to reimbursement.
11. No reimbursement will be made by the County which does not meet the above criteria.
12. Any employee voluntarily leaving the County who has agreed to the above conditions prior to completion of the required employment period for the course taken, agrees to repay the County for the last course(s) taken requiring the continued employment period. It must be agreed by the employee that repayment will be made by deduction from the final paycheck of the employee. Provided the final paycheck is not enough for reimbursement to the County, the employee will be billed for the balance.
13. The County may at its discretion require an employee to take a certain job-related course or courses to remain in a current grade level. In that event, approval of the County Board Chair will be required. All other rules will apply.
14. Any employee not leaving employment voluntarily during the required employment period following completion and reimbursement of a course(s) will not be required to repay the County.
15. Form(s) will be provided and located in the County Board Office to apply for each class requested or required.
16. Failure to adhere to the policies as described above may result in the non-reimbursement of previously approved course.

**EXHIBIT F**

**DRUG TESTING POLICY**

See pdf file "Drug Policy"