

TEAMSTERS LOCAL UNION 371 AND ROCK ISLAND COUNTY HIGHWAY
DEPARTMENT 2005-2008 CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of December, 2005, by and between the COUNTY OF ROCK ISLAND "Employer", and TEAMSTERS, CHAUFFEURS & HELPERS LOCAL NO. 371, hereinafter referred to as the "UNION".

SEPARABILITY AND SAVINGS CLAUSE

- A. The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties.

- B. If any Section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement or the application of such Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

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

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

RECOGNITION

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

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

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

Seasonal Personnel

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

Section 2. Classification and Definitions. An employee for purposes of this Agreement, shall be a full time employee as classified and listed in this Agreement. For purposes of this Agreement, a full time employee shall be defined as one whose schedule of work usually consists of at least forty (40) hours or more per week, excluding seasonal help.

Section 3. Checkoff Dues.

- (a.) During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employees, all Union dues of Local No. 371, and pay such amount deducted to said Local No. 371, provided, however that the Union presents to the Employer authorizations, signed by such employee, allowing such deductions and payments to the Local Union. This may be done through the Steward of the Union. The Employer also agrees to make Credit Union deductions at the request of employees.
- (b.) Amount of Union dues will be certified to the Employer by the Secretary-Treasurer of the Union. Dues deducted shall commence on the first pay period of the month and will be deducted semi-monthly thereafter on each pay period of the month. Dues

deducted for any calendar month by the Employer will be remitted to the designated finance officer of the Local Union as soon as possible after the payroll deductions have been made. The Employer shall furnish the Union finance officer an up-to-date list of employees who have signed checkoff authorizations and whose dues have been deducted from their pay checks.

- (c.) The Union agrees to hold the County harmless for any and all claims arising out of its agreement to deduct dues and initiation fees.

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

Section 5. Stewards and Bargaining Committee.

- (a.) Stewards. The County Highway Department shall recognize stewards selected or elected by the Union for the purpose of processing grievances at the appropriate steps of the grievance procedure in their assigned areas of responsibility. A steward shall have no authority outside of this assigned area. One steward shall represent all Employer employees.

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

Section 7. Notification. The Employer shall be informed in writing of the names of the Union representative including its officers.

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

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

Section 10.

- (a.) The County agrees to implement the "Fair Share" program providing that in excess of fifty percent (50%) of eligible members have signed authorization cards for the deduction of Union dues. If the percentage falls below fifty percent (50%) of eligible members the "Fair Share" program shall be discontinued.
- (b.) Providing the conditions of the above Section 10A have been met, the following will apply. Employees covered by this agreement who are not members of the union or do not make application for membership within thirty (30) 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 teaching of a church or religious body of which such employees 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 Illinois State Public Relations 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 paid, by furnishing a written receipt to the union on a monthly basis that such payment has been made to the designated charitable organization.
- (c.) 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 employer on the same basis as union dues deductions and will forward the deductions to the Union with the dues deductions.
- (d.) The union will indemnify and hold harmless the County from any and all liability or claims arising from administrative error resulting from the deductions provided for in this agreement.

MANAGEMENT RIGHTS

Section 11. Rights. The management of the Employer shall make the determination of all matters of management policy; of the County Highway Department, district operation and location; the direction of the working force including but not limited to the right to hire, discipline, suspend or discharge for just cause, promote, demote, transfer or lay off employees, or to reduce or increase the size of the working force, including the right to make reasonable rules and regulations for the purpose of safe practices and efficiency, provided, however, that they will not be used in violation of any provisions of this Agreement. The Employer shall be the exclusive judge of all matters pertaining to the services that it provides; the methods, processes and means of providing service; the schedules and standards of work, methods, processes, means and materials to be used, and except as prohibited in this Agreement, the Employer shall have the right to continue and maintain its services and operations as in the past and prior to the execution of this Agreement with the Union, but it shall also have the right to study and use improved methods of equipment and outside assistance if necessary. It is understood that except as expressly limited in this Agreement, the Employer reserves and retains, solely and exclusively, all of its inherent and customary rights to manage the Department of Highway's operation.

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

- (A) When necessary to replace an employee during designated relief breaks.
- (B) When necessary to replace an absent employee.
- (C) When necessary to replace an employee on vacation.
- (D) When necessary to replace an employee absent due to an injury or bona fide illness.
- (E) In emergencies, such as, an unforeseen situation or circumstance or combination of unforeseen situations or circumstances which calls for or requires immediate action.
- (F) When necessary in the instructing or training of employees and/or checking the safety of equipment.

It is understood that mowing by seasonal employees is permissible and that snow removal is considered one specific example of an emergency situation. However, technical and managerial employees will not go out on snow removal until after all those employees qualified to plow snow have been notified to report to work. It shall be the responsibility of the Employer to see that equipment is in safe operating condition. The Employer agrees to supply drinking water to crews within a reasonable proximity to work sites when drinking water is not otherwise readily available. The Employer shall advise new employees hired in the positions covered by this Agreement that the Union is the recognized collective bargaining representative for employees in the position classifications listed in this Agreement. Employees required to travel away from their regular base of operations shall receive reimbursement for travel pursuant to the

regulations established by the County Procedure Manual. Employees shall receive a meal allowance of \$5.00 when they work overtime for at least two (2) hours consecutively with and immediately following their regular eight (8) hour shifts.

It is agreed that the County has the right to establish and implement a drug and alcohol-testing program for employees upon such terms and conditions as established by the County in order to comply with the law or federal regulations.

GRIEVANCE AND ARBITRATION PROCEDURE

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

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

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

(b.) Written Procedure.

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

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

Step 3. If the grievance is not resolved in Step 2 of the written procedure it may be presented to a Union Management Committee within five (5) working days after receipt of management's disposition to the Union. The Committee shall be made up of four to six persons, at least two (2) but not more than three (3) representatives from Management and the Union. The Employer shall notify the Union of its decision either upholding or denying the grievance within seven (7) working days after the Union Management Committee meeting. The decision of this Committee shall be final and binding upon the Employer, the Union and employees.

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

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

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

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

Section 17. Arbitration Request. The Union may request arbitration of any unresolved grievance which is arbitrable by giving written notice of its intent to arbitrate within five (5) working days following receipt of the Employer's disposition in Step 2 of the grievance procedure or within five (5) working days of Step 3 if the grievance is still unresolved. The President and Executive Board of the Local Union shall decide whether or not a case shall be submitted to arbitration.

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

Section 19. Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall at all times be governed wholly by the terms of this Agreement, and he shall have no power or authority to amend, alter or modify this Agreement in any respect. The arbitrator recognizes that all the powers, duties, rights and authority expressly or implied imposed upon or granted to the Employer by law statute as inviolate: that this Agreement shall at all times be interpreted and construed so as to effectively protect and effectuate such powers, duties, right and authority and the welfare, safety and protection of the general public. Any award of the arbitrator shall not be retroactive prior to the time that the grievance was first submitted in writing. The arbitrator's decision shall be final and binding upon the Union, the Employer and employees.

Section 20. Arbitration Hearings. An employee involved in a grievance may attend the arbitration hearing. If the grievance concerns more than one (1) employee, the Union may select one (1) representative employee to attend the hearing. Any employee called as witness, whether by the Employer or the Union, shall be excused from the hearing after the testimony is completed. If employee is witness for the Union it shall be without pay.

DISCHARGE OR SUSPENSION

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

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

1. Proven dishonesty
2. Drunkenness which may be verified by a sobriety test. Refusal to take a sobriety test shall establish a presumption of drunkenness.
3. Driving under the influence of a non-prescription drug or controlled substances.
4. Recklessness resulting in a serious accident while on duty
5. Carrying of unauthorized passengers
6. Failure to report any accident which the employee is aware of
7. Removing or taking equipment, supplies or other County owned, leased or consigned property

8. Defacing, abuse, theft or destruction of County owned, leased or consigned property
9. Assault on a fellow employee, brawling or fighting during working time
10. Altering his own or another employee's time card
11. Possession of firearms during working time.
12. Refusal to follow a direct order of management
13. Failure to have a valid driver's license
14. Violation of Rock Island County's Drug and Alcohol Abuse Policy.

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

The warning notice as herein provided shall not remain in effect for a period of more than nine (9) months from the date of said warning notice, and the three (3) day suspension shall remain in effect for a period of fifteen (15) months. The ten (10) day suspension shall remain in effect for a period of fifteen (15) months.

Discharge must be by proper written notice to the Union and the employee affected. Any employee may request an investigation as to his discharge or suspension.

NO STRIKE - NO LOCKOUT

Section 22. Prohibition.

- (a.) The Union agrees that during the term of this Agreement, neither it nor its officers, representatives, stewards or employee members will directly or indirectly call or cause any strike, work stoppage, slowdown, picketing, cessation of employment or any other concerted activity that interferes with the service or peaceful operations of the Employer. The Employer agrees that during the term of this Agreement it will not lockout any employees covered by this Agreement.
- (b.) The Union and the Employer agree that discharge is an appropriate penalty for any employee who engages in any prohibited activity provided in this Section and any appeal to the grievance procedure shall be limited to the questions of whether the employee did, in fact, engage in any prohibited activity provided in this Section.
- (c.) No employee shall be forced to work on any job which would be injurious to his life or safety.

- (d.) It shall not be a violation of this Agreement, and it shall not be cause for discharge, disciplinary action or permanent replacement in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including primary picket lines at the Employer's place of business, except for safety and health emergencies.

SENIORITY

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

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

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

(a) The first employee to be laid off shall be the probationary, seasonal and temporary employees in the classifications affected and further layoffs shall follow the inverse order of seniority in the classifications affected provided, however, that the senior employee retained has the ability to perform the work required.

(b.) Upon being displaced from his classification, the Employer shall place the employee on a job which he is capable of performing by reason of his training or experience provided he has the greater seniority of the employee he is to replace, the employee with the least seniority shall be the first employee to be laid off from work provided, however, that the senior employee retained has the ability to perform the required work.

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

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

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

(a.) The Employer shall notify the employee by registered or certified mail, return receipt requested, sent to his last known address, and a copy of same shall be sent to Local Union. The employee shall return to work within five (5) working days. If the employee reports to work within five (5) working days from the receipt of the notice, he shall be placed on the job available.

(b.) If any employee does not report for work within five (5) working days following receipt of registered or certified notice of recall, he shall be considered as having voluntarily quit. In the event that accidents, sickness or similar emergency prevents an employee from reporting within five (5) working days, he shall not lose his seniority, provided that the employee can establish these reasons for failure to report.

(c.) It shall be the employee's sole responsibility to keep his current telephone number and address on file with the Employer on the approved forms.

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

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

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

Section 30. Personal Leave. The Employer, for good cause shown, may grant a personal leave of absence for a period not to exceed ninety (90) days. An extension of leave of absence may be granted at the Employer's discretion, provided it is requested prior to the termination of the ninety (90) day period. Leave of absence shall not be given for the purpose of obtaining or working at other employment.

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

Section 32. Bereavement Leave. When death occurs in the immediate family of an employee, he/she will be excused for three (3) days of work. An employee's immediate family shall include only the following: spouse, children, parents, brother, sister, grandparents, grandchildren, immediate in-laws, stepparents, stepchildren, step-grandparents, stepbrothers, stepsisters, and legal guardian. Employees shall be entitled to an additional day of funeral leave if the funeral is more than 500 miles from the Highway Department Building.

Section 32A. Personal Days. Employees who have completed one year of service will be permitted two personal days off each anniversary year of employment without loss of pay for compelling and necessary personal reasons. The two personal days formerly awarded each contract year will be prorated during the 1996 contract year to the employee's next anniversary date. Employees requesting personal days off shall notify their Supervisor sufficiently in advance for this scheduling to be consistent with the operating needs of the Employer. In the case of an extreme emergency where prior notification is impossible, consideration will be given to each individual case. Employee's request for personal days shall not be unreasonably denied. If an employee has not used the personal days during the contract year they will be added to the following year's vacation.

Section 32B. Family and Medical Leave. Employees will be eligible for leaves under the Family and Medical Leave Act of 1993 ("FMLA") in accordance with the County's policy for FMLA leaves. Employees who are granted FMLA leave for their own serious health condition shall be required to use all earned paid leave as part of their FMLA leave. Employees who are granted leaves for serious health conditions of their family shall be required to use earned vacations and personal days as part of such leave.

Section 33. Sick Leave. Sick leave shall be with pay, subject to the conditions and qualifications established herein. Upon completion of the probationary period established in Section 23 of this Agreement, an employee shall be credited with three (3) paid sick days. Sick leave pay shall be at the employee's straight time regular rate of pay exclusive of all premium pay. Paid sick leave may not be used for an injury or disability compensable under the Workmen's Compensation Act. Absences of three (3) days or more due to illness will require written substantiation from a medical doctor that the employee was unable to work.

- (a.) Each employee shall accumulate sick leave at the rate of one (1) sick day for each month's service. Sick leave may be used for illness, disability or injury of the employee, appointments with a doctor, dentist or other professional medical practitioner.
- (b.) Employees shall be allowed to carry over from year to year of continuous service any unused sick leave allowed under this rule.
- (c.) Employees absent because of military encampment shall be compensated for time lost at their regular rate of pay. Compensation earned from military duty shall be deducted from the regular rate of pay.
- (d.) Employees shall be allowed to use sick leave hours after they have plowed snow at least six (6) hours or less with management's approval at night after their regular shift, provided that the County can call the employee back because of inclement weather. If an employee elects to use sick time and is called back during his regular shift, he will be charged as using sick leave only for that portion of his shift that he did not work.
- (e.) An employee with accrued sick leave may use up to five (5) days of sick leave per contract year to care for the employee's immediate family who are residing with the employee.

HOURS OF WORK

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

It is agreed that for the purpose of computing overtime, the employees whose shifts commence at 7:00 a.m. and end at 3:30 p.m. the start of their work week will begin at 7:00 a.m. Monday; except for June, July and August, when their shift and work week shall begin at 6:00 a.m. If starting times of shifts are changed the beginning of the work week will commence with the employees starting time on Monday.

Management shall have the right to change starting times of shift for valid business reasons. The Union recognizes that due to emergency or weather conditions, employees may be called in to perform work at times other than employee's regularly scheduled shift.

Section 35. Premium Pay. Time and one-half (1 ½) the employee's straight time regular rate of pay shall be paid for all work performed prior to or after the employee's regular eight- (8) hour shift. Time and one-half (1 ½) the employee's straight time regular rate of pay shall be paid the first and second off duty days or holidays for all work performed except, Thanksgiving, Christmas, and New years day will be paid at (2) times the employee's straight time regular rate for all work preformed under this agreement. There shall be no pyramiding of premium pay. Paid time off shall not be counted as time worked for the purposes of computing overtime pay except in the case of section 33d of this contract where it will be counted.

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

When assigning call-in, call-back or overtime, the Employer shall first call employees whose primary classifications is the same as the classification which normally performs the required work. Employees shall be called in order of their seniority with the employee with the most seniority being called first. If additional employees are required, after following the procedure set forth above, then employees shall be called based on their seniority, provided the employees are qualified to perform the required work. If the entire seniority list is to be called the county may call employee's who live the farthest away first.

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

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

Section 37. Rest and Lunch Period. The Employer agrees to continue its present practice of providing one (1) paid fifteen (15) minute coffee break. After an employee works ten (10) continuous hours, he shall receive an additional paid fifteen (15) minute coffee break. In the a.m., all employees shall have one non-paid 30-minute lunch break between the fourth and sixth hour from the beginning of their shift. Employee's shall receive one ten-minute clean up time which shall be taken immediately prior to the end of their shift.

Section 38. Reporting Pay and Call-Back Pay.

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

Section 38A. Classification Change. If an employee is removed from his regular classification and put into a higher classification, the employee will be paid for his actual time at the higher classification in one half (1/2) hour increments. The sign department duties will move into labor-truck driver classification.

HOLIDAYS

Section 39. Holiday Pay. All employees shall receive eight (8) hour's pay at their straight time regular rate exclusive of all premium pay for each of the following recognized holidays, provided the employee is eligible under the rules established in this Agreement.

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| New Year's Day | Columbus Day |
| Martin Luther King Birthday | Election Day |
| Lincoln's Birthday | Veteran's Day |
| Washington's Birthday | Thanksgiving Day |
| Good Friday (1/2 day) | Day after Thanksgiving |
| Memorial Day | Christmas Eve Day |
| Independence Day | Christmas Day |
| Labor Day | |

Holidays which fall on Sunday shall be celebrated on Monday, and those Holidays which fall on Saturday shall be celebrated on Friday. Holiday pay shall be eight (8) hours plus time and one-half if worked, except, Thanksgiving, Christmas, and New years day will be paid at (2) times the employee's straight time regular rate for all work preformed recognized under this agreement. All the other Holidays will be time and one-half, (1 ½) if work.

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

- (a.) In order to qualify for holiday pay, the employee must have seniority as of the date of the holiday; and
- (b.) The employee must otherwise have been scheduled to work on such day if it had not been observed as a holiday; and
- (c.) The employee must work his regular scheduled hours on the Employer's regularly scheduled day before "or" the day after the Holiday, unless otherwise excused.
- (d.) If the employee is absent on vacation, he shall receive holiday pay for any recognized holiday which occurs during the employee's vacation or he shall receive another day of vacation with pay, at the employee's option.

VACATIONS

Section 41. Eligibility and vacation Pay. Employees shall earn and take vacations based on their years of service as of each anniversary date in accordance with the following schedule:

- A. Less than one (1) year of service – 1.538 hours accrued for each full pay period worked – maximum of forty (40) hours of vacation pay
- B. Employees with one (1) year of continuous service – 3.077 hours accrued for each full pay period worked – maximum of eight (80) hours of vacation pay
- C. Employees with five (5) years of continuous service – 4.6154 hours accrued for each full pay period worked – maximum of one hundred twenty (120) hours of vacation pay
- D. 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

A pay period is defined as a regularly scheduled eighty (80) hours within a two-week period of time. Employees will be credited with time worked for all hours paid for vacation, holidays, sick days, personal days, jury duty and bereavement pay. Employees also will be credited as if they worked for up to five days of absence per contract year resulting from on the job injuries or illness. Employees will not be charged for loss of an hour for purposes of computing vacation pay if they are less than fifteen (15) minutes tardy at the start of their shift. 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 1.5385 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 for 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,

Vacations are to be taken in the anniversary year after they are earned. Maximum consecutive use of vacation leave shall be eighty (80) hours. Five days of earned vacation may be taken one day at a time but the remainder of the vacation, to the extent possible, will be taken during whole weeks. This is not intended to take away from the practice of allowing employees to take their vacation in hours and in 30 minute increments.

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. Employee's who are injured on the job shall continue accruing earned vacation time, up to one year.

Section 42 . Vacation Schedule. Employees must give (48) hours notice to schedule time off for their vacation during the twelve (12) months following their anniversary date of employment. In case of conflict between employees who have properly submitted their application for vacation leave, the employee with the greatest seniority shall be given preference. Vacation pay and leave may not be accumulated from year to year. Four employees may go on vacation at the same time except for the period of December 1 through April 1, when only two (2) employees may go at the same time. No employee will be called back from vacation.

MISCELLANEOUS

Section 43. No Discrimination.

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

Section 44. Bulletin Board. The Employer will provide a bulletin Board upon which official notices of Union activity may be posted. Posting of any political advertising or controversial matters will not be permitted. A copy of all notices shall be furnished to the Superintendent for posting. Such notices submitted by the Union shall be posted by the Superintendent or his representative without undue delay.

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

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

Section 46A. Insurance. Rock Island County will continue to encourage all employees to participate in the County's Health Insurance program and will continue to supply each employee with booklets describing the Health Insurance Program.

Section 47. Clothing Allowance. Non-probationary full-time Mechanics, Sign Department, and Labor-Truck Driver shall receive a clothing allowance of One Hundred and Twenty-Five Dollars (\$125.00) per year, payable on July 1st of each year.

Section 48. Lead Worker. The Employer shall have the right to appoint and replace lead workers. Lead workers shall be selected by seniority within the classification of the work to be performed.

Lead workers will be assigned by the Employer on an as-needed basis as determined by the employer except that the Employer shall appoint a lead worker any time there is a mowing crew and a supervisor is not present or available for four (4) hours during that day. An employee who has been removed as a lead worker for unsatisfactory performance shall not be eligible for reappointment at the discretion of management.

Section 49. Field Maintenance. Management may assign non-mechanic's to perform routine maintenance on equipment in the field.

DURATION

Section 50. Termination. This Agreement shall remain in force from 12:01 a.m. December 1, 2005, through November 30, 2008, with re-openers thereafter for successive periods of one (1) year unless either party shall, on or before the 60th day prior to expiration, serve written notice on the other party of a desire to terminate, modify, alter, negotiate, change or amend this Agreement. A notice of desire to modify, alter, amend, negotiate or change, or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice of desire to terminate unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment, modification, alteration, negotiation, change or any combination thereof.

COUNTY EXECUTIVE OF
ROCK ISLAND COUNTY

TEAMSTERS, CHAUFFEURS &
HELPERS LOCAL NO. 371

WAGES

DECEMBER 1, 2005 WAGE RATE

CLASSIFICATION	REGULAR RATE
Labor – Truck Drive	\$20.88*
Mechanic & Mech Helper	\$21.16*

DECEMBER 1, 2006 WAGE RATE

CLASSIFICATION	REGULAR RATE
Labor – Truck Driver	\$21.61*
Mechanic & Mech Helper	\$21.90*

DECEMBER 1, 2007 WAGE RATE

CLASSIFICATION	REGULAR RATE
Labor – Truck Driver	\$22.37*
Mechanic & Mech Helper	\$22.67*

Any employee designated as a lead worker shall receive an additional \$.65 an hour over his regular rate of pay for those hours that he works as lead worker.

*These rates will receive an additional \$.50/hour when the employee is acting as an operator or plowing snow, riding while driver is plowing snow or operating the radio while others are plowing snow.

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

LONGEVITY BONUS

All full time Rock Island County Highway Department employee's who have completed one year of service or more are eligible to receive an annual bonus which will be paid on the first pay period of December in the amount of--\$25.00 per year for each year of service after December 1, 2001 with a maximum annual bonus of \$500.00.