LABOR CONTRACT

MERCER COUNTY HIGHWAY DEPARTMENT

AND

THE INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL 150, AFL_CIO

PUBLIC EMPLOYEES DIVISION

December 1, 2013

Through

November 30, 2018
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PREAMBLE

In order to establish harmonious employment relations through a mutual process, to provide fair and equitable treatment to all employees, to promote the quality and continuance of public service, to achieve full recognition for the value of employees and the vital and necessary work they perform, to specify wages, hours, benefits and working conditions, and to provide for the prompt and equitable resolution of disputes, the parties agree as follows:

AGREEMENT

This Agreement has been made and entered into by and between Mercer County Highway Department (hereinafter referred to as the "Employer") and the International Union of Operating Engineers, Local 150, Public Employees Division (hereinafter referred to as the "Union"), on behalf of certain employees described in Article I.

ARTICLE I – RECOGNITION

Section 1.1 – Recognition

The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages and salaries, hours, working conditions and other conditions of employment for employees within the following collective bargaining unit within the highway department, as certified by the Illinois State Labor Relations Board:

**INCLUDED
All full-time and part-time maintenance and clerical employees.

**EXCLUDED
All supervisory personnel, superintendents, professional and guards as defined by the Act.

Section 1.2 – New Classifications

The Employer shall notify the Union within fifteen (15) working days of its decision to implement any and all new classifications pertaining to work of a nature performed by employees within the bargaining unit. If the new classification is a successor title to a classification covered by this Agreement and the job duties are not significantly altered or changed, the new classification shall automatically become a part of this Agreement and the parties shall jointly file the appropriate petition for accretion with the Illinois State Labor Relations Board.
If the new classification contains a significant part of the work now being done by any of the classifications covered by this Agreement, or whose duties are similar to other bargaining unit employees, and the Union notifies the Employer of a desire to meet within five (5) working days of its receipt of the Employer's notice, the parties will then meet to review the proposed classifications. If it is determined that the position is to be in the bargaining unit, by stipulation of the parties or by decision of the State Labor Relations Board after appropriate unit clarification proceedings, the parties shall negotiate the proper rate of compensation. If the parties are unable to reach agreement as to the proper rate of compensation, the parties shall submit the question to Step 3 of the grievance procedure. However, the Employer is free to assign a temporary rate pending resolution of negotiation or grievance procedure.

Upon the adoption of the new position classification, the filling of such position(s) shall be in accordance with the posting and bidding procedures of this Agreement.

ARTICLE II – NO STRIKE/ NO LOCKOUT

Section 2.1 – No Strike/Slowdown

During the term of this Agreement, neither the Union nor any officers, agents, designees or employees of Employer shall instigate, promote, sponsor, engage in or condone any strike, slowdown, concerted stoppage of work, with the express exception of nonpayment of wages and/or changes in health, pension and other economic benefits afforded employees covered herein.

Section 2.2 – No Lockout

During the term of this Agreement, the Employer shall not instigate a lockout over a dispute with the Union so long as there is no breach or violation under Section 1 of this Article.

Section 2.3 – Union Responsibility

Upon written notice by the Employer to the Union that certain employees within the bargaining unit are engaged in a violation of this Article, the Union shall immediately do whatever acts are reasonably necessary in order to secure their immediate return to work.

Section 2.4 – Penalties

Any employee engaging in activity prohibited by this Article, or who instigates or gives leadership in such activity, shall be subject to disciplinary action by the Employer. In any
arbitration proceeding pursuant to a breach of this Article, the sole and exclusive question for an
Arbitrator to determine is whether the employee engaged in activity prohibited by this Article.

In addition to penalties provided herein, the Employer may enforce any other legal rights
and remedies entitled to by law.

**ARTICLE III – SUBCONTRACTING**

**Section 3.1 – General Policy**

It is the general policy of the Employer to continue to utilize employees to perform work
they are qualified to perform. However, the Employer reserves the right to contract out any work
it deems necessary in the interests of efficiency or emergency.

**Section 3.2 – Meet and Negotiate**

Absent an emergency situation, prior to the Employer changing its policy involving the
overall subcontracting of work in the bargaining unit, when such change amounts to a significant
number of bargaining unit employees, the Employer shall notify the Union and offer the Union an
opportunity to meet and negotiate the desirability of such subcontracting of work, including means
by which to minimize the impact of such on employees.

**ARTICLE IV – UNION RIGHTS**

**Section 4.1 – Union Activity during Working Hours**

Employees shall, after giving appropriate notice to their supervisor, be allowed to attend
grievance hearings and other activities of such nature if established by this contract, if such
employees are entitled or required to attend such meetings by virtue of being Union representatives
or participants in grievance hearings. Such incidents must relate to disciplinary action of an
employee and not be an unreasonable interference with the Employer operations.

**Section 4.2 – Time Off for Union Activities**

Union Stewards shall be allowed time off without pay for legitimate Union business such
as Union meetings, State or International conventions, provided such representatives give
reasonable prior notice to his/her supervisor of such absence and shall be allowed such time off if
it does not substantially interfere with the operating needs of the Employer. The employee may
utilize any accumulated time off (Holiday, Personal, and Vacation Days) in lieu of the employee
taking such without pay.
Section 4.3 – Union Bulletin Boards

The Employer shall provide bulletin board and/or space at the work location. The Boards or space shall be for the sole and exclusive use of the Union.

ARTICLE V – UNION DUES/FAIR SHARE CHECKOFF

Section 5.1 – Deductions

The Employer agrees to deduct from the pay of those employees (who are Union members and individually request it) any or all of the following:

(a) Union membership dues, assessments, or fees;
(b) Union sponsored credit and other benefit programs.

Requests for any of the above shall be made on a form provided by the Union and shall be made within the provisions of the State salary and annuity withholding Act and/or any other applicable State statute.

Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with the law and shall be remitted to the Union on a monthly basis at the address designated in writing by the Union. The Union shall advise the Employer of any increases in dues or other approved deductions in writing at least thirty (30) days prior to its effective date.

Section 5.2 – Fair Share

Pursuant to Section 3 (G) of the Illinois State Labor Relations Act and amendments thereto, employees covered by this Article who are not members of the Union or do not make application for membership, 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, terms and conditions of employment, as certified by the Union.

The proportionate fair share payment, with a letter of explanation as to that fair share payment, as certified to be current by the Union pursuant to the Illinois State Labor Relations Act, shall be deducted by the Employer from the earnings of the non-member employee each pay period.

The amount of the above employee deductions shall be remitted to the Union after the deduction(s) is made by the Employer with a listing of the employee, social security number,
address and the individual employee deduction(s), along with deductions remitted pursuant to this Article.

**Section 5.3 – Checkoff/Fair Share Deductions**

The Employer agrees to deduct from each pay period, Union dues and other assessments made pursuant to this Article, from the pay of those employees who are Union members covered by this Agreement and who individually, on a form provided by the Union, request in writing that such deductions be made. The Union shall certify the current amount of Union deductions. A Union member desiring to revoke their Union membership may do so by written notice to the Employer and Union, whereupon, such employee shall pay their fair share amount in accordance with Section 2 of this Article.

**Section 5.4 – Indemnification**

The Union shall indemnify, defend and hold the Employer harmless against any claim, demand, suit or liability arising from any action taken by the Employer in complying with this Article.

**Section 5.5 – Appeal Procedure**

The Union agrees to provide fair share payers with an appeal procedure in accordance with applicable Jaw.

**ARTICLE VI – EMPLOYEE TRAINING AND EDUCATION**

Employees shall be afforded employee training and education programs pursuant to any past practice and procedure by the Employer.

The Union agrees that to whatever extent is legal and acceptable to the governing trustees of the Local 150 Apprenticeship and Skill Improvement Fund, training shall be made available to Mercer County employees who maintain membership in the Local Union. These members will be accepted for such training under the rules and conditions set forth by the Local 150 Apprenticeship Fund.

Employees shall be paid at their regular hourly rate, no less than eight hours per day, while training. The County may provide transportation to and from the training site or reimburse the employee for the use of his personal vehicle at the regular rate per mile if this is acceptable to the employee.
ARTICLE VII – GRIEVANCE PROCEDURE

Section 7.1 – Grievance Defined

A grievance is defined as any meritorious difference, complaint or dispute, including disciplinary action towards an employee, between the Employer and the Union or any employee regarding the application, meaning or interpretation of this Agreement.

Section 7.2 – Processing of Grievance

Grievances shall be processed only by the Union on behalf of an employee or on behalf of a group of employees or itself setting forth name(s) or group(s) of the employee(s). Either party may have the Grievant or one Grievant representing a group of Grievants present at any step of the grievance procedure, and the employee is entitled to Union representation at each and every step of the grievance procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group.

Section 7.3 – Employees Excluded from Grievance Procedure

Probationary employees are expressly excluded from the terms of this Article and shall not be entitled to such during their probationary term.

Section 7.4 – Grievance Steps

Step 1 – Department Head

The grievance shall be reduced to writing and presented by the Union to the department head within fifteen (15) calendar days of its occurrence. The department head shall attempt to adjust the grievance as soon as possible, and therefore, will schedule a meeting with the employee, his immediate supervisor and Union representative within five (5) calendar days after receipt of the grievance from the Union. The department head shall then render a decision, based on the supplied information during the meeting, within five (5) calendar days of the meeting. Any resolution of this Step shall not be of precedential value in resolving future grievances.

Step 2 – Negotiating Committee

If the grievance is not adjusted in Step One, the grievance shall be submitted to the Negotiating Committee of the County Board within fifteen (15) calendar days of the receipt from the department head's response to the Step One procedure. A meeting shall be held at
a mutually agreeable time and place with the committee (or his representative) to discuss
the grievance and hopefully come to an equitable solution. If a grievance is settled as a
result of such meeting, the settlement shall be reduced to writing and signed by the parties.
If no settlement is reached, the committee or their designee, shall give the Union the
Employer's answer within five (5) calendar days following their meeting. Any resolution
of this Step shall not be of precedential value in resolving future grievances.

Step 3 – Pre-Arbitration Informal Meeting: Union/Employer Meeting

If the matter is unresolved pursuant to Step 2 or no answer is given within the time
specified, the Union shall give written notice to the Employer within ten (10) working days
after the Step 2 answer, or after such was due, as the case may be, may appeal the grievance
to Step 3 after such appeal, the Employer and Union shall meet to discuss the grievance
which has been appealed to Step 3 at a time and place mutually agreed upon. Within five
(5) working days of such meeting, the Union may decide that the grievance raises a
substantial issue which should be submitted to an independent arbitrator in accordance with
the procedure set forth within Step 4 of this Article.

Step 4 – Arbitration

If, in accordance with the above-mentioned procedure, the grievance is appealed to
arbitration, the representatives of the Employer and the Union shall meet to select an
arbitrator from a list of mutually agreed to Arbitrators. If the parties are unable to agree on
an Arbitrator within ten (10) working days after the meeting addressed in Step 3, the parties
shall request either the Federal Mediation and Conciliation Service; the American
Arbitration Association; or, the Illinois State Labor Relations Board, to submit a list of
seven (7) Arbitrators. The parties shall alternately strike the names of three (3) Arbitrators,
taking turns as to the first strike. The person whose name remains shall be the Arbitrator,
provided that either party, before striking any names, shall have the right to reject one (1)
panel of Arbitrators. The Arbitrator shall be notified of his/her selection by a joint letter
from the Employer and the Union, requesting that he/she set a time and place for the
hearing, subject to the availability of the Employer and Union representatives and shall be
notified of the issue where mutually agreed by the parties.
Section 7.5 – Arbitration Procedures

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the Arbitrator. Both parties shall have the right to request the Arbitrator to require the presence of witnesses and/or documents. Each party shall bear the costs of its own witnesses.

Questions of arbitrability shall be decided by the Arbitrator. The Arbitrator shall make a preliminary determination on the question of arbitrability. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the Arbitrator shall then proceed to determine the merits of the dispute. The Arbitrator shall neither amend, modify, nullity, ignore, add or subtract from the provisions of this Agreement.

The expenses and fees of the Arbitrator and the cost of the hearing room shall be shared equally by the parties. Nothing in this Article shall preclude the parties from agreeing to the appointment of a permanent Arbitrator(s) during the term of this Agreement or to use the expedited arbitration procedure of the American Arbitration Association.

The decision and award of the arbitration shall be binding to the Union, employee(s) and Employer. Such decision shall be within the scope and terms of this Agreement but shall not change any of its terms or conditions. The Arbitrator shall have no authority to add to the terms herein or impose on any party hereto limitations or obligations not specifically provided for in this Agreement, including any exhibits and letters of understanding between the Employer and the Union.

If either party desires a verbatim record of the proceedings, it may cause such to be made, providing it pays for the record and makes a copy available without charge to the Arbitrator. If the other party desires a copy, it shall equally pay for such expenses of the other party initially ordering such record, minus the costs of copying such.

Section 7.6 – Grievance Forms

The written grievance required under this Article shall be on a form which shall be provided by the Union. It shall contain a statement of the Grievant’s complaint, the section(s) of this Agreement that have been allegedly violated, if applicable, the date of the alleged violations and the relief being sought. The form shall be signed and dated by the Grievant. An improper grievance from, date, section citation shall not be grounds for denial of the grievance.
Section 7.7 – Number of Representatives and Jurisdictions

The number of Union Stewards shall be agreed upon. The union shall designate the Union Stewards and representatives and shall supply a list of names in writing to the department head.

ARTICLE VIII – HOURS OF WORK AND OVERTIME

Section 8.1 – Normal Workday/Workweek

The normal workday for Highway Department employees is eight (8) hours and the normal workweek is forty (40) hours. The regular shift hours for employees are 7:00 A.M. to 3:30 P.M. Monday through Friday. Employees are required to report for work at the regular starting time. All employees are subject to call twenty-four (24) hours per day in case of emergency.

Employees may be required to work at and/or be in attendance at Highway Committee meetings. Employees will accept compensatory time as outlined in Section 8.6 of this Agreement for such duties if at all possible.

Section 8.2 – Lunch/Rest Period

There shall be two (2) rest periods of fifteen (15) minutes each during each regular shift: one during the first half and the other during the second half. The normal unpaid lunch period shall be mid-point and last no longer than one-half (1/2) hour.

Section 8.3 – Overtime

This section is intended only to provide a basis for calculating overtime and is not to be construed as a guarantee or limitation on the number of hours of work per day or work per week when such hours and days shall be worked which may be scheduled or required by the Employer. Employees shall not reasonably refuse overtime work when overtime is necessary, as determined by the Employer.

Overtime is defined as compensation at a rate of 1.5 times the normal hourly rate of pay. The compensation paid employees shall be as follows:

(a) **REGULAR OVERTIME**: Paid when an employee is required to work in excess of his/her normal work day as defined in Section 8.1 of this Article or in excess of his/her normal work week as defined in Section 8.1 of this Article and his/her supervisor has authorized and approved such overtime, wherein they shall be compensated for overtime at a rate of 1.5 times their regular hourly wage for each
hour actually worked in excess of the normal work day or normal work week; time off for holidays, sick leave, accumulated vacations and other approved paid leaves of absence periods provided pursuant to this agreement shall be counted as "time worked" for purposes of computing overtime compensation. However, any unpaid leaves of absence periods provided pursuant to this agreement shall not be counted as "time worked" for purposes of computing overtime compensation. Employees shall be paid 2 times their hourly wage for each hour actually worked on Sunday for plowing snow/salting.

(b) The Employer shall distribute overtime as equally as possible among employees who regularly perform the work in which overtime is needed within the same position classification within the department. For purposes of equalizing overtime distribution, an employee who is offered but declines overtime assignment shall be deemed to have worked such time offered.

Section 8.4 – No Pyramiding

Overtime compensation shall not be paid more than once for the same hours under any provision of this Agreement.

Section 8.5 – Callback

A "callback" is defined as an official assignment of work which does not continuously precede or follow an employee's regularly scheduled working hours. "Callbacks" shall be compensated for at 1.5 times the employee's regular rate of pay for all hours worked on "callback", with a guaranteed minimum of four (4) hours at such overtime rate of pay. Employees shall not unreasonably refuse "callback" assignments.

Section 8.6 – Compensatory Time in Lieu of Compensatory Pay

Employees covered by the terms of this Agreement may, in lieu of payment for overtime hours actually worked as described within this Article, choose an alternative payment in compensatory time which may be accrued subject to the following provisions:

(a) The maximum amount of compensatory time an employee may accrue at any point annually shall be forty (40) hours.
(b) Every effort shall be made to accommodate the individual employee's desire to take accrued compensatory time. However, the employee and the superintendent of the highway department or his/her designee must agree on a time off schedule that will not impede the manpower needs of the department.

(c) Compensatory time shall be paid at the appropriate overtime rate for each hour actually worked for those overtime issues described in this Article. Such compensatory time may be used, upon approval, in no less than one (1) nor more than eight (8) consecutive hour increments in any single shift period and may be replenished during the year to the maximum accrual of 40 hours.

(d) An employee may redeem his/her compensatory time for wages at any time, to be paid at the next payday, or within a reasonable time. All un-redeemed compensatory time shall be paid on the first pay day in December of each year. No compensatory time shall be carried from year to year.

ARTICLE IX – SENIORITY

Section 9.1 – Seniority Defined

An employee's seniority shall be the period of the employee's most recent continuous regular employment within their respective job classifications within the highway department.

Section 9.2 – Application of Seniority

In all applications of seniority under this Agreement, the ability of the employee shall meet the qualifications and ability of the employee to perform the required work. Where ability and qualifications to perform the required work are, among the employees concerned, relatively equal, seniority as defined in Section I of this Article shall govern.

Section 9.3 – Breaks in Continuous Service

An Employee's continuous service record shall be broken by voluntary resignation, discharge for just cause and retirement.

However, if an employee returns to work in any capacity within twenty-four (24) months, the break in continuous service shall be removed from his/her record.
ARTICLE X – LAYOFF AND RECALL

Section 10.1 – Definition and Notice

A layoff is defined as a reduction in bargaining unit jobs. The County shall give the Union at least fifteen (15) working days’ notice of any layoffs except in emergency situations wherein such period of notice may be reduced.

Section 10.2 – General Procedures

In the event of a layoff, employees shall be laid off in inverse order of seniority as defined in Article IX. However, prior to laying off of permanent employees, all temporary, probationary, or part-time employees functioning within the highway department shall be laid off or terminated, as the case may be.

Section 10.3 – Recall of Laid-Off Employees

The names of laid-off employees shall be placed on a layoff list. The life of such list shall be twelve (12) months. Qualified employees on layoff lists who bid on job vacancies in their current or a lower paid position shall have priority over other bidders for such position. In the event that more than one qualified employee on a layoff list bids for a vacancy, the vacancy shall be filled in accordance with the seniority provisions of Article IX. Employees on layoff lists who are recalled to work shall have their seniority restored.

ARTICLE XI – FILLING OF VACANCIES

Section 11.1 – Permanent Vacancy

A permanent vacancy is created when the Employer determines to increase the work force or to fill a new position(s) or when any of the following personnel transactions take place within the bargaining unit, and the Employer determines to replace the previous incumbent: terminations, promotions, resignations or demotions.

Section 11.2 – Posting

Whenever a permanent vacancy occurs, other than a temporary vacancy as defined below, in an existing job classification or as a result of the development or establishment of new job classifications, a notice of such vacancy shall be posted on all bulletin boards for five (5) working days. During this period, employees who wish to apply for such vacancy, including employees on layoff, may do so.
Section 11.3 – Selection

The Employer shall fill the permanent vacancy by promoting in the following order of seniority:

(a) Most senior qualified employee in the bargaining unit
(b) Any and all other means. An outside applicant will not be hired unless current employees are not qualified for the permanent vacancy subsequent to submission of applications.

Section 11.4 – Probationary Employees

An employee is probationary for the first ninety (90) calendar days of employment. No matter concerning the discipline, layoff, or termination of a probationary employee shall be subject to the disciplinary, grievance or arbitration procedures. At the request of the Union, however, the Employer shall meet and discuss the termination of the probationary employee with the Union, provided such request is made within 7 days following termination.

A probationary employee shall have no seniority, except as otherwise provided for in this Agreement, until he/she has completed their required probationary period. Upon such completion, he/she shall acquire seniority retroactively from the date of employment.

ARTICLE XII – DISCIPLINARY PROCEDURES

Section 12.1 – Employee Discipline

The Employer agrees with the tenets of progressive and corrective discipline and that it shall be imposed only for just cause. Discipline shall include but not be exclusive of the following progressive steps of priority:

(a) Oral warning with documentation of such filed in the employee's personnel file, with copy sent to Union office.
(b) Written reprimand with copy of such maintained in the employee's personnel file, with copy sent to Union office.
(c) Suspension without pay with documentation of such maintained in the employee's personnel file, with copy sent to Union office.
(d) Discharge with documentation of such maintained in the employee's personnel file, with copy sent to Union office.
However, the employer shall retain the right to invoke discipline which is appropriate under the circumstances surrounding the individual incident giving rise to disciplinary action, so long as such surrounding circumstances reasonably warrant issuance of discipline outside the customary steps of progressive corrective discipline.

Prior to actual imposition of written reprimands, suspension without pay, or discharges, the employee shall be afforded an opportunity to discuss his/her views concerning the conduct causing such disciplinary action. Such discussion should take place as soon as practicable and not be unduly or unreasonably delayed, and the employee shall be informed clearly and concisely of the basis for such action. Furthermore, upon request of the employee, a representative of the Union (steward) shall be allowed to be present and participate in such discussions.

Section 12.2 – Pre-Disciplinary Meeting

In the event disciplinary action is contemplated against an employee (other than oral warnings), prior to any pre-disciplinary discussions or meetings with the employee, the employee shall be informed of his/her rights to Union representation at such meeting or during such discussion due to the fact that disciplinary action may be taken. In the event disciplinary action is taken, the employer shall promptly furnish written notice to the employee which clearly and concisely states the reasons for such discipline. A copy of such written notice shall be placed in the employee's personnel file, with copy sent to Union office.

ARTICLE XIII – PERSONNEL RECORDS

Section 13.1 – Personnel Records

The personnel record is available during regular business hours for an employee and/or his/her designee to review.

However, the record shall not be removed from the personnel department. Each employee is encouraged to contribute documents to their record that relate to his/her performance and accomplishments.

Section 13.2 – Right of Inspection and Copies

Employees shall have the right to review and/or receive copies of their personnel files pursuant to the Personnel Record Review Act, 820 ILCS 40.
Section 13.3 – Removal of Records

All disciplinary records shall automatically be removed from an employee's file after 18 months from occurrence, provided records are not of a serious nature which involved a lengthy suspension.

ARTICLE XIV – LABOR/MANAGEMENT MEETINGS

Section 14.1 – Labor Management Conferences

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, a meeting shall be held between Union and Employer representatives. Such meeting shall be scheduled within one week of either party submitting an agenda to the other, or at a time mutually agreed upon by the parties, and shall be limited to:

(a) Discussion of the implementation and general administration of this Agreement.
(b) A sharing of general information of interest to the parties; and,
(c) The identification of possible health and safety concerns.

The Union representative may attend these meetings. Such meetings may be held more frequently upon mutual agreement of the parties.

Section 14.2 – Purpose

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Either party shall submit an agenda to the other within one (1) week prior to the mutually agreed to meeting date and time. Such meeting shall be chaired by the Employer representative and there shall be no loss of wages for attendance by Union Stewards.

Section 14.3 – Compliance with Laws

In order to maintain safe working conditions, the Employer shall comply with all laws applicable to its operations concerning the safety of employees covered by this Agreement. All such employees shall comply with all safety rules and regulations established by their supervisors and subject to disciplinary action for violations therefrom.

Section 14.4 – Unsafe Conditions

Employees who reasonably and justifiably believe that their safety and health are in danger due to an alleged unsafe working condition or equipment, shall immediately inform their
supervisors who shall have the responsibility to determine what action, if any, should be taken, including whether or not the job should be discontinued.

Section 14.5 – Safety Grievance

A grievance involving an alleged violation of this Article shall be submitted directly to Step II of the grievance procedure and a grievance hearing shall be promptly scheduled.

ARTICLE XV – HOLIDAYS

Section 15.1 – General Information

All full-time employees shall receive the following paid holidays:

- New Year's Day
- Thanksgiving Day
- Columbus Day
- Martin Luther King Day
- Independence Day
- Good Friday
- Veterans Day
- Washington's Birthday
- Christmas Day
- Day After Thanksgiving
- Personal Days (5)
- Memorial Day
- Labor Day
- Lincoln's Birthday
- General Election Day

Section 15.2 – Specific Applications

(a) If a holiday falls on a weekend those holidays shall be designated as Monday off.

(b) If a holiday occurs during an employee's regular scheduled vacation, the extra day shall be paid for as a holiday and the vacation will not be lengthened.

(c) In order to qualify for holiday pay, the employee shall work the scheduled day before the holiday and the scheduled day after the holiday, or be on approved leave with pay.

(d) Personal days must be used within the calendar year in which they are earned and shall be paid at the employee's regular rate of pay. Such personal days may not be carried from one calendar year to the next and may not be taken on any of the above-mentioned holidays.
Section 15.3 – Holiday Pay

Employees who are scheduled and actually work on a holiday shall be compensated at two (2) times their regular rate of pay for each hour actually worked on such holiday. Employees not working on such holiday shall be paid their regular rate of pay for that day. Any accrued holidays or personal leave days outstanding and due to the employee shall be paid to them upon their resignation or retirement from employment.

ARTICLE XVI – SICK LEAVE

Section 16.1 – Sick Leave Accrual

All full-time employees shall accrue sick leave at the rate of one (1) day per month of continuous service within the Highway Department to a maximum of one hundred-twenty (120) days except that employees can accrue sick leave in excess of one hundred twenty (120) days for the purpose only of credit for purposes of pension benefits, pursuant to the rules of the Illinois Municipal Retirement Fund. Accumulated sick leave is an earned benefit granted during employment. New employees (probationary) shall not be allowed to use accumulated sick leave during their probationary period.

Section 16.2 – Sick Leave Restrictions

Sick leave is a privilege that is to be used for the sole purpose of providing wage continuation when an employee is incapacitated due to illness or non-job related injury for medical treatment and for exposure to contagious disease when attendance and duties jeopardize the health of others. Paid sick leave shall only be granted in increments of one (1) hour or more.

Section 16.3 – Sick Leave “Buy Back”

Upon the termination or resignation of an employee, said employee may sell back to the Employer up to twelve (12) accrued sick days at their regular rate of pay. Such payment shall be made no earlier than sixty-one (61) days and no later than ninety (90) days after termination or retirement.

ARTICLE XVII – DISABILITY AND OTHER LEAVES OF ABSENCE

Section 17.1 – Disability Leave

In the event of a temporary disability, the employee may apply for disability payment through the Illinois Municipal Retirement Fund (IMRF).
Section 17.2 – Discretionary Leave of Absence

Employees may petition through the department head for a special leave of absence. Normal leaves of absence without pay are granted for reasons of additional education, training, and travel calculated to equip the employee to improve his/her service to the County. Leaves may also be granted due to health and welfare problems of the employee or the employee's family. Such leaves granted may not exceed one (1) calendar year and are discretionary to the Employer.

Section 17.3 – Funeral Leave

When death occurs in the immediate family of any employee of the Highway Department, who has completed his probationary period, and the employee attends the funeral, the employee shall be paid for a reasonable amount of time lost from work because of such death, but in no event exceeding three (3) normal scheduled workdays. In determining "a reasonable amount of time", consideration shall be given to the degree of relationship of the employee to the deceased and to the responsibility of the employee to make funeral arrangements. For the purpose of this Section, members of an employee's immediate family shall include:

Spouse, Parent, Child or Stepchild, Brother, Sister, Grandparents

In the event of the death of an employee's in-laws, to include the following:

Mother, Father, Sister, Brother

Under such circumstance, the employee shall be granted up to one (1) day off without loss of pay in order to attend the funeral services. Said days shall be one in the same.

Section 17.4 – Maternity/Family Necessity Leave

Employees may be granted unpaid leaves of absence during pregnancy or when family situations dictate that necessity. The length of such leave shall not exceed six (6) months and said leave shall be taken after the employee uses all accrued vacation, sick leave and compensatory time. An employee requiring a leave of longer than six (6) months, may apply for a discretionary leave of absence under the terms of Section 17.2 of this Agreement.

Family necessity may be determined by a meeting of Union representative and Highway Committee, to be held in strict confidence.

Section 17.5 – Military Leave

The Employers agree to comply with all State and Federal laws regarding military leave.
Leave under this Section shall not reduce the employee's vacation, seniority or other benefits within this Agreement.

**Section 17.6 – Jury Duty**

Each employee shall be given time off when required to serve on a jury and shall receive his regular, full-time pay for the duration of the jury duty or when subpoenaed to appear before a Court or administrative body in connection with County business. The employee shall turn over to the County Treasurer any compensation received for such service or duty.

**ARTICLE XVIII – VACATIONS**

All full-time employees are eligible for the following paid vacation benefits annually:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Vacation Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>From 0 through 1 year</td>
<td>Five (5) days</td>
</tr>
<tr>
<td>From 1 through 3 years</td>
<td>Ten (10) days</td>
</tr>
<tr>
<td>From 4 through 10 years</td>
<td>Fifteen (15) days</td>
</tr>
<tr>
<td>After 10 years</td>
<td>Twenty (20) days</td>
</tr>
</tbody>
</table>

(a) All employees shall earn vacation during their probationary period, however, they will not be eligible to take any vacation during their probationary period unless approved by the Employer.

(b) Vacation schedules are to be determined by the department head, employee seniority and the timeliness of requests.

(c) Leave requests for employees shall be filed with the department head.

(d) All accumulated vacation days shall be paid to an employee upon termination of service to the Employer.

(e) If an employee is entitled to more than 10 days’ vacation per year, he/she may elect to turn in up to 10 days’ vacation for full pay, provided they take at least 10 days of vacation per year.

**ARTICLE XIX – HEALTH INSURANCE AND PENSION**

**Section 19.1 – General Health Insurance Coverage**

Until December 31, 2015, full-time employees will be covered under the Midwest Operating Engineers Local 150 Health and Welfare Plan ("Welfare Plan" or "MOE").
The County shall contribute the following monthly amounts towards employee health and welfare:

<table>
<thead>
<tr>
<th>Single</th>
<th>Family</th>
</tr>
</thead>
<tbody>
<tr>
<td>$700.00</td>
<td>$1400.00</td>
</tr>
</tbody>
</table>

The County agrees that premiums shall be paid monthly, to be submitted to MOE no later than the 15th of the month prior to the month in which the employee is covered. The County shall have no responsibility for providing benefits under the plan, administering, processing or paying claims for employees. Should an employee choose not to participate in the Welfare Plan the County will pay the employee two hundred dollars ($200.00) per month said employees declines insurance under the Welfare Plan. The County will continue to make contributions to the Welfare Plan for employees on Leaves of Absence for up to six (6) months, except as otherwise provided by law (e.g., Military Leave).

Full time employees as defined in Article IX, Section 9.1 shall be eligible for participation in the Welfare Plan on the first day of the month following completion of their probationary period.

Effective January 1, 2016, the County will provide full-time employees and their dependents insurance coverage under the Mercer County Vault Benefits Program ("Insurance Program") at no cost to the employee. The County agrees to maintain substantially the same or similar insurance benefits, deductibles, co-pays and coverage through the duration of this Agreement.

All bargaining unit employees will be eligible to participate in a Post-Retirement Health Insurance Program. Upon retirement, employees will receive a reduced rate for health insurance based on years of service with the County as credited with IMRF and chronological age as set forth in the table attached hereto as Appendix D.

The extent of coverage under the Insurance Program referred to in this Article shall be governed by the terms and conditions set forth in said Program. Any questions concerning shall be resolved in accordance with the terms and conditions in said Program and shall not be subject to the grievance procedure set forth in this Agreement. Nothing in this Agreement shall be construed to relieve any insurance carrier or plan administrator from any liability it may have on the County, the employee or the beneficiary of any employee, and nothing in this Section shall relieve the County of its obligation to provide the coverages as specified in this Agreement. The County agrees to indemnify an employee from the medical provider practice commonly known as Balance or Reference-Based Billing, after the employee has fulfilled their responsibilities for deductibles and co-payments.
Effective January 1, 2016, should an employee choose not to participate in the Insurance Program the County will pay the employee four hundred dollars ($400.00) per month said employee declines insurance under the Insurance Program.

Section 19.2 – Pension Benefits

The Employer shall continue to contribute on behalf of the employees to the Illinois Municipal Retirement Fund in the amount the Employer is required to contribute by State statute.

ARTICLE XX – NON-DISCRIMINATION

Section 20.1 – Prohibition Against Discrimination

Both the Employer and the Union agree not to discriminate against any employee on the basis of race, sex, creed, religion, color, marital or parental status, age, national origin, political affiliation and/or beliefs, mental and/or physical handicap, or other non-merit factors. Rights of employees pursuant to this Article are not exclusive and shall be inclusive of any and all other remedies available to them by law.

Section 20.2 – Union Activity

The Employer and the Union agree that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by this Agreement, or on account of membership or non-membership in, or lawful activities on behalf of the Union.

Section 20.3 – No Dual Remedies

Alleged violations of this Article which may also be the subject of a charge before a State or Federal administrative agency shall not be grievable, but must instead be filed with the appropriate State or Federal agency.

ARTICLE XXI – GENERAL PROVISIONS

Section 21.1 – Management Rights

Except where otherwise provided by a specific provision of this Agreement, the Union recognizes and agrees that the Employer reserves and retains, solely and exclusively, all of its rights to manage the affairs of the County and to direct the work force. The sole and exclusive rights and responsibilities of management shall include, but are not limited to: establish or continue policies, practices and procedures for the conduct of the business of the County and its Highway Department and from time to time to change or abolish such policies, practices or procedures; the right to determine the methods, equipment, facilities and materials to be employed; to determine
the number of hours per day or week operations must be carried on; to determine qualifications for work; to assign work to such employees in accordance with the requirements determined by the Employer; to establish and change schedules and assignments; to hire, transfer, promote, demote, terminate or otherwise relieve employees from duty for just cause; to make and enforce reasonable rules; to suspend, discharge or otherwise discipline employees for just cause and otherwise to take measures as the Employer may determine to be for the orderly, safe and efficient operation of the County.

Section 21.2 – Work Rules

The Employer may adopt, change or modify work rules and regulations. Whenever the Employer changes work rules and regulations or issues new work rules and regulations, the Union or a representative shall be given prior notice, absent emergency, before the effective date of such and shall be afforded an opportunity to meet and negotiate such changes with the Employer.

Section 21.3 – Commercial Driver’s License

Those employees required by law to obtain a Commercial Driver’s License shall keep such license in force as a condition of employment. The County shall reimburse employees for the license fee necessary for renewal of a Commercial Driver’s License once during the term of the contract.

Should an employee's Commercial Driver's License become invalid, the employee will have forty-five (45) days to apply for and regain their driving privileges. During that forty-five day period, the Employer will attempt to continue the employee's duties in those areas not requiring a Commercial Driver's License.

If an employee does not obtain reinstatement of his Commercial Driver's License within forty-five (45) days, he shall be suspended for a period of thirty (30) days or until such time as his driving privileges are reinstated. If after thirty (30) days the employee has not obtained reinstatement of his driving privileges, the Employer may terminate the employee's employment. Any second or subsequent loss of Commercial Driving privileges within three (3) years will result in automatic dismissal of the individual.
ARTICLE XXII – GENERAL ECONOMICS

Section 22.1 – Wages

The Employers agree to pay the wages as shown on the attached Exhibit A to all employees.

The wage increases shall be as follows:

Effective December 1, 2013: a 2.0% across-the-board increase.

Effective December 1, 2014: a 2.0% across-the-board increase.

Effective December 1, 2015: a 2.0% across-the-board increase.

Effective December 1, 2016: a 2.0% across-the-board increase.

Effective December 1, 2017: a 2.0% across-the-board increase.

2013, 2014, and 2015 wage increases are retroactive on all hours paid for all employees on the payroll as of October 1, 2015.

Section 22.2 – Uniforms

On January 1st of each year, each bargaining unit employee shall receive a clothing allowance of $400. This allowance shall be used for the supply and maintenance of clothing and shoes.

Employees shall conform to the dress code negotiated between the County and the Union. Field employees shall wear a uniform shirt of standard color (agreed upon by employees) from May to October with uniform pants or denims. Office employees shall dress to appear business-like to the public. Uniform pants or slacks with blouse, shirt or sweater would be appropriate, jeans and T-shirts are not acceptable for office wear. The dress code shall not apply for extreme weather and work conditions. Employees will not be required to display County emblems or name patches on personal garments.

Section 22.3 – Longevity

Senior bargaining unit employees shall be paid longevity pay in addition to their base wages, which shall occur as a bonus payment on the second payday prior to Christmas of the year that the employee’s longevity date occurs. Payment shall be according to the following schedule:

- After five (5) years of full-time service $255.00
- After ten (10) years of full-time service $365.00
After fifteen (15) years of full-time service $415.00
After twenty (20) years of full-time service $465.00
After twenty-five (25) years of full-time service $515.00

Section 22.4 – Starting Wages of New Employees

New employees shall receive a starting pay rate of $9.75 per hour. Each year thereafter the start shall be increased by the amount of the general wage increase given to then current employees.

New employees shall be evaluated and wages reviewed effective December 1st and June 1st of each year by the department head and immediate supervisor or foreman. Wage rates may be increased at these evaluation periods according to skill and advancement in their position. The Highway Committee and the Union shall approve such equalization increases. All other wage provisions of this Agreement shall apply to new employees.

Section 22.5 – Glasses

Employees whose glasses are broken or damaged during the course of their employment shall be reimbursed for up to Eighty Dollars ($80.00) for the cost to replace or repair their glasses.

ARTICLE XXIII – EXISTING BENEFITS

Any other provision to the contrary notwithstanding employees covered by the terms of this Agreement shall not experience a reduction in wages, conditions of employment or any other economic benefit as a result of the execution of this Agreement.

ARTICLE XXIV – SAVINGS CLAUSE

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

Section 25.1 – Substance Abuse

(a) Purpose and Intent

Employees and the County have a mutual obligation to ensure a safe and healthy work environment. This policy is instituted to assure that the workplace be free of employees whose job performance may be impaired by the abuse of drugs and/or alcohol.

The Employer recognizes that drug and alcohol abuse may be considered treatable illnesses and to the extent possible the response to these illnesses may be treatment and rehabilitation.

It is recognized that the consumption of alcohol or drugs to the point that employees are unable to perform their jobs safely and effectively cannot be tolerated.

It is recognized that when employees have placed themselves in a situation where their ability to perform their job is impaired by drugs or alcohol that it is the responsibility of the parties to remove such employees from the work environment to prevent the endangerment of the employee, fellow employees and/or the public.

The County recognizes employee concerns of personal privacy and that drug or alcohol testing shall be used only in cases where questions of impaired job performance are involved. No action shall be taken for off duty conduct.

(b) Prohibited Substances

Drugs shall be defined as those substances whose dissemination is regulated by law, including but not limited to narcotics, depressants, stimulants, hallucinogens, cannabis, and alcohol. This definition shall include over-the-counter drugs and/or drugs that require a prescription or other written approval from a licensed physician or dentist for their use. The drugs that are included in these categories are as follows:

(1) alcohol
(2) cannabinoids/marijuana
(3) cocaine
(4) heroin
(5) opium or opiates
(6) phencyclidine (PCP)
(7) lysergic acid diethylamide (LSD)
(8) barbiturates
(9) amphetamines or methamphetamines
(10) methaqualone
(11) mescaline
(12) glutethimide
(13) phenocycladine
(14) procyclidine
(15) other controlled substances as defined in RCW 69
(16) a prescription drug containing these controlled substances for which the employee does not have a valid prescription.

The presence of trace amounts of alcohol, cannabinoids and/or over the counter drugs as evidenced by a drug or alcohol test, shall not be grounds for disciplinary actions to the extent that job performance and/or the ability to perform safely is not lessened to any appreciable degree; except where the presence of these substances is in violation of an agreed upon treatment and/or return to work agreement.

Realizing that employees are not always aware of the content of prescription or over-the-counter drugs, and that some such drugs affect individuals differently, it is agreed that no disciplinary action shall be taken against any employee who may be adversely affected by such drugs. Employees shall report to the department head the use of any such drug if they have been warned by their physician or pharmacist that it may impair their performance. In such case, they may be absent from work or may use accumulated sick leave. The department head shall determine if an employee should remain off work when using such medication.

(c) Procedure

In the event there is reasonable cause to believe that an employee's job performance may be impaired by drugs or alcohol, the employee's department head shall question the employee with regard to the behavior. The department head shall directly observe the employee's behavior and document the behavior. Indications of impaired behavior include but are not limited to the following: staggering or irregular gait; the odor of alcohol on the
breath; slurred speech; dilated or constricted pupils; inattentiveness; listlessness; hyperactivity; performance problems; illogical speech and thought processes; poor judgment; or unusual or abnormal behavior.

When possible, a second managerial employee shall also observe the employee to verify that there is a reasonable cause to believe that drug or alcohol consumption may be involved. A determination shall be made as to whether or not the employee's behavior is impaired to the point of being unable to perform his duties effectively and safely. The employee shall be relieved of his duties and placed on a suspension with pay status until a clear determination can be made as to the abuse or non-abuse of drugs or alcohol.

If it is concluded that there is reasonable cause to believe that drug or alcohol consumption is involved, the supervisor or appropriate manager shall have a drug or alcohol test administered. Failure of an employee to take the test(s) may be cause for disciplinary action. The test(s) must be conducted within a reasonable time period after the observation of the problem behavior.

If the test is negative, the employee shall be counseled by the physician and returned to work if appropriate to the medical diagnosis. There shall be no loss of pay or benefits. Where appropriate a signed physician's release may be required by the Employer before the employee is returned to work. Time lost due to an illness will be charged to sick leave. If the behavior that led to the initial investigation is not due to substance abuse but continues to hinder job performance, the County may require the employee to undergo medical evaluation.

If the test is positive, the employee may be disciplined depending upon the circumstances of the situation. Circumstances that would warrant an immediate termination would include incidents where the employee's impairment resulted in loss of life, serious injury to self or others, the serious loss or damage of property or an incident of parallel magnitude.

In cases where immediate termination is not warranted, the employee will be placed in an unpaid rehabilitation leave status. The employee shall be evaluated and a recommended appropriate treatment shall then be arranged. Where appropriate, the employee shall be referred to a treatment program agreed upon by the Union and the Employer. Once the inpatient part of the program has been completed, the employee may
be re-employed, but only with a written release from a physician. Where it is prescribed by a physician and/or treatment program, drug testing may be included as a part of that treatment program. An employee who is returned to work as provided for under this procedure who fails to comply with any of the terms of an agreed upon treatment and/or return to work agreement, may be subject to the full range of disciplinary action, including termination.

An employee who is the subject of an investigation related to substance abuse may have a Union representative or another employee present during the investigative procedure outlined above. Disciplinary actions taken by the County under this procedure shall be subject to the Grievance Procedure of the Labor Agreement.

The County shall utilize both urine and blood test for verification of a positive result. The "enzyme-immunoassay" (EMIT) and "gas chromatography mass spectrophotometry" (GC-MS) test method shall be used in a NIDA certified laboratory agreed upon by the employee and the County. The County shall pay for the costs of all tests and medical examinations carried out under this procedure. The County shall maintain confidentiality of test results to the extent possible.

The County, the employee and the Union shall work cooperatively to facilitate the resolution of problems that arise under the administration of this policy. When appropriate the employee and the County shall enter into joint agreement that establish the form of treatment and the conditions that will be imposed for the return of an employee to the work place.

The parties agree to the use of Smithkline Beecham Clinical Laboratories or another NIDA certified laboratory, if the agreed upon firm is not available. Under no condition shall tests be performed in Mercer County.

The Union shall be notified when any of its members are required to take a drug and/or alcohol test.

The Union or its representative may contact the County Highway Committee and request same testing of supervisory personnel. The County shall treat such request with equal diligence and act accordingly to the information provided.
**Section 25.2 – Employee Ethics**

*(a) Policy*

County Highway employees shall not engage in any act which creates a conflict of interest. Conflicts of interest include but are not limited to:

1. Has any financial interest in any sale to the County for goods or services.
2. Solicits, accepts or seeks gifts, gratuities, from any person, firm or corporations involved in a contract or transaction with the County.
3. Discloses confidential information to a private interest with respect to any contract or transaction.
4. No employee shall use County owned property, (vehicles, equipment or materials) for profit, private use or as part of secondary employment.

*(b) Discipline*

Any employee including management who is found to be in violation of this policy may be subject to disciplinary action up to and including termination from employment.

Recognizing that personal friendships often precede from official contact between employees and persons engaged in business with the County, reasonable exceptions will be permitted.

All disciplinary actions will follow the grievance procedure outlined in the Labor Agreement.

**Section 25.3 – Harassment**

*(a) Policy*

It is the policy of the County that harassment will not be tolerated. Employees are prohibited from engaging in the harassment of any other employee or person in the course of or in connection with employment.

Sexual harassment includes unwelcome sexual advances, requests for sexual favors and other verbal or physical advances of a sexual nature.

It is the policy of the County to fully support enforcement of State and Federal Anti-discrimination laws.
It is the right of all employees to seek redress by the State Human Rights Commission.

(b) Disciplinary Action

An employee or management personnel who harasses another employee or member of the public may be subject to the full range of disciplinary action, including discharge. All disciplinary actions will follow the grievance procedure outlined in the Labor Contract.

ARTICLE XXVI – TERMINATION

This Agreement shall be effective as of the first day of December, 2013 and shall remain in full force and effect until the 30th day of November, 2018, whereupon, it shall be automatically rendered null and void. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) 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 sixty (60) 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 the following paragraph.

In the event that either party desires to terminate this Agreement during the period of negotiations, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties have executed this Agreement this 8th day of December, 2015.

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

BY
James M. Sweeney

MERCER COUNTY

BY

Joe W. Vann III
President-Business Manager

[Signature]

Bryan P. Diemer
Operating Engineers Local 150

County Board Vice-Chairperson
## APPENDIX A – HOURLY WAGE SCALE

<table>
<thead>
<tr>
<th></th>
<th></th>
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<th></th>
<th></th>
<th></th>
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APPENDIX B – MERCER COUNTY RETIREE BENEFITS RATES, PLAN & POLICIES  
(rates are effective for period 01/01/2016 thru 12/31/2016)

The Mercer County Retiree MRP plan is still available for currently enrolled retirees at the same rate and terms as were in effect for 2015. Retirees may elect to switch to the new retiree benefits plan based on the rates and other terms presented in this document. Contact the plan administrator for details.

Base Plan Costs:
$783  Per month - Pre Medicare Eligible
$360  Per month - Medicare Supplement Plan

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Monthly cost shown is per person (cost for retirees & spouse is 2 X rate - cost of member spouse and dependent is 3 x rate)

Once established, the % of the Plan cost for your Pre & Post Medicare Retiree Plan will remain the same over your lifetime. Years of service based on IMRF credited years of service, at retirement.

Note: These rates are adjusted each year on January 1 based on plan costs the prior year.