

COLLECTIVE BARGAINING AGREEMENT BETWEEN  
ADAMS COUNTY HIGHWAY DEPARTMENT AND  
GENERAL TEAMSTERS PROFESSIONAL TECHNICAL LOCAL NO. 916

Affiliated with the International Brotherhood of Teamsters

from December 1, 2022 to November 30, 2025

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## **PREAMBLE**

This Agreement is entered into by Adams County, Illinois, hereinafter referred to as the "Employer", and General Teamsters Professional Technical Local No. 916, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union", after engaging in collective bargaining pursuant to Public Act 83-1012 (Illinois Public Labor Relations Act) for the purposes of promoting harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

## **ARTICLE I - RECOGNITION**

### **Section 1 - Bargaining Unit**

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all regular full or part-time employees included by the state Labor Relations Board in the Adams County Highway Department bargaining unit who are eligible employees within the meaning of the Illinois Public Labor Relations Act.

The bargaining unit consists of all full-time and regular part-time employees of the Adams County Highway Department employed in the following classifications:

Rodman  
Janitor  
Mechanic  
Highway Maintainer

### **Section 2 – Supervisors**

Supervisors may continue to perform bargaining unit work. Such work by supervisors shall not cause any layoffs or reduction of hours of bargaining unit employees.

## **ARTICLE II - MANAGEMENT RIGHTS**

Subject to the provisions of this Agreement the management of the operations of the Employer, the determination of its policies, budget and operations, the manner of exercise of its statutory functions and the direction of its work force, including, but not limited to, the right to hire, promote, demote, transfer, allocate, assign and direct employees; to discipline, suspend and discharge for just cause; to relieve employees from duty because of lack of work or for other legitimate reasons; to determine the departments, divisions and sections and work to be performed therein; to determine quality; to determine the number of hours of work and shifts per work week, if any; to establish and change work schedules and assignments, the right to introduce new methods of operations, to eliminate, relocate, transfer or sub-contract work and to maintain efficiency in the department is vested exclusively in the Employer provided the exercise of such rights by management does not conflict with the provisions of this Agreement.

## **ARTICLE III - UNION SECURITY**

### **Section 1 – Stewards**

The Employer recognizes the right of the Union to designate one (1) steward and one (1) alternate in the bargaining unit. The steward and alternate shall be identified, in writing, by the Union to the Employer. Changes in stewards or alternates will also promptly be made known immediately in the same fashion.

### **Section 2 - Dues Deduction**

The Employer shall deduct monthly a specified amount of Union dues for those employees signing a dues authorization card. The Union shall indemnify the employer and hold it harmless for actions taken in compliance with this Section.

### **Section 3 – DRIVE**

The Employer agrees to deduct from the pay of those employees who individually request D.R.I.V.E. contributions, which shall then be remitted to the Union.

The Union shall annually provide to the Employer satisfactory proof of employee dues authorization and the amount of local membership dues.

### **Section 4 - Access to Premises**

Authorized business agents or officers of Teamsters Local 916 shall have reasonable access to the permanent facilities of the Employer for the purpose of attending grievance hearings and for other reasons related to the administration of this Agreement.

The investigation of grievances shall not occur during working time. Grievance hearings, however, shall be conducted during normal working hours.

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

### **Section 1 - Prohibition Against Discrimination**

Both the Employer and the Union agree not to discriminate against any employee on the basis of race, gender, creed or religion, marital or parental status, sexual orientation, age, national origin, disability, or other prohibited factors.

The parties agree that Section 1 cannot be the sole basis of a grievance if the employee (or the union on the employee's behalf) has filed a claim, charge or complaint related to the same or similar facts which is pending before an authorized administrative agency or court for resolution.

### **Section 2 - Union Membership Activity**

Neither the Employer nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union, and there shall be no

discrimination against any such employees because of lawful Union membership or non membership activity or status.

## **ARTICLE V - NO STRIKE/NO LOCKOUT**

### **Section 1 - Strike and Lockout Prohibited**

Neither the Union, any of its officers, agents nor County employees will instigate, promote, encourage, sponsor, engage in or condone any strike, slowdown, concerted work stoppage, sympathy strike, or any other intentional interruption of work during the term of this Agreement. The County shall not lockout employees during the term of this Agreement.

### **Section 2 - Union Action**

Upon notification by the County to the Union that certain employees are engaged in a violation of this provision, the Union shall immediately in writing order such employees to return to work, provide the County with a copy of such order. In the event that a strike or other violation not authorized by the Union occurs, the Union agrees to take action to secure the employees return to work as promptly as possible.

### **Section 3 – Penalties**

Any or all of the employees who violated any of the provisions of this Article may be discharged or disciplined by the Employer. Actions taken by the Employer pursuant to this Article are grievable by the employee(s). The sole question to be resolved in any arbitration proceeding brought under this Article is whether the employee(s) engaged in activity proscribed herein. In addition to the penalties provided herein, the Employer may seek any other legal rights and remedies to which by law it is entitled.

## **ARTICLE VI - PERSONNEL FILES**

### **Section 1 – Inspection**

Upon written request by an employee, the Employer shall permit the employee to inspect his personnel file a reasonable number of times, which is at least twice per calendar year. Such inspection shall occur within seven (7) days following receipt of the employee's written request. The employee shall not be permitted to remove any part of the personnel file from the premises but may obtain a copy of any information contained in the file for a reasonable fee.

### **Section 2- Union Access**

An employee involved in a current grievance against the Employer may in writing authorize a Union representative to inspect his personnel file, subject to the procedures set forth in Section 1 above.

### **Section 3 - Employee Rights**

If an employee disagrees with any information contained in the personnel file, the employee may submit a written statement which will be included in the file.

## **ARTICLE VII - DISCIPLINE AND DISCHARGE**

### **Section 1 – Definition**

The Employer agrees with the tenets of corrective and progressive discipline. Disciplinary action imposed against an employee shall include only the following:

- a) Oral warning;
- b) Written warning;
- c) Suspension without pay;
- d) Discharge.

### **Section 2 - Just Cause**

The Employer agrees that disciplinary action shall only be imposed for just cause and shall be imposed as soon as practical after the Employer learns of the underlying occurrence and following reasonable period of time to investigate the facts.

### **Section 3 – Limitation**

The Employer's agreement to use progressive disciplinary action does not prohibit the Employer in any case from imposing discipline which is commensurate with the severity of the offense. The Employer shall notify both the employee and Union of disciplinary action. Such notification shall be in writing and shall reflect the specific nature of the offense.

### **Section 4- Use of Prior Warnings**

Any received documentation of discipline shall be removed from an employee's personnel file in accordance with the following schedule:

- a) Oral or Written Reprimand- six (6) months without the same or similar misconduct.
- b) Suspension of four (4) days or less - twelve (12) months without the same or similar misconduct.
- c) Suspension of five (5) days or more - twenty-four (24) months without the same or similar misconduct.

Such removal shall be at the request of the employee but, in any case, shall not be used against the employee

## **ARTICLE VII-GRIEVANCE PROCEDURE**

### **Section 1 - Definition of a Grievance**

A grievance is defined as any difference, complaint or dispute between the Employer and the Union or any employee regarding the application, meaning or interpretation of this Agreement. This grievance procedure is subject to and shall not conflict with any provisions of the Illinois Public Labor Relations Act.



## **Section 2 – Representation**

Grievances may be processed by any employee or the Union on behalf of an employee or on behalf of a group of employees. The Employer may file contract grievances directly at Step 4. Either party may have the grievant or one grievant representing a group of grievants present at any step of the grievance procedure. Employees are entitled to Union representation at each and every step of the grievance procedure upon request.

Grievances may be filed on behalf of two or more employees only if the same facts, issues and requested remedy apply to all employees in the group.

## **Section 3 - Subject Matter**

Only one subject matter shall be covered in anyone grievance. A written grievance shall contain a statement of the grievant's complaint, the Article and Section of the Agreement allegedly violated, the date of the alleged violation, the relief sought, and the signature of the grieving employee(s) and the date.

## **Section 4 - Time Limitations**

Grievances may be withdrawn at any step of the grievance procedure without establishing precedent. Grievances not appealed within the designated time limits will be treated as withdrawn.

The Employer's failure to respond within the time limits shall not constitute a finding in of the grievant, but shall automatically advance the grievance to the next step. Time limits for any step may be extended by mutual agreement.

## **Section 5 - Grievance Meetings**

A maximum of one (1) employee (the grievant or the union Steward) per work shift shall be excused from work with pay to participate in a Step 1 or Step 2 grievance meeting. A maximum of two (2) employees (the grievant and/or Union Steward) per work shift shall be excused from work with pay to participate in a Step 3 or Step 4 grievance meeting. The employee(s) shall only be excused for the amount of time reasonably required to present the grievance. The employee(s) shall not be paid for any time during which a grievance meeting occurs outside of the employee's normal work shift.

## **Section 6 - Steps in Procedure**

### *Step 1*

The employee, alone or with one Union Steward, shall orally contact the supervisor within five (5) working days after he knew or should have known of the cause of such grievance. In the event of any grievance, the employee shall perform his assigned work task and grieve his complaint later, unless the employee reasonable believes that the assignment endangers his safety. The supervisor shall, within five (5) working days after hearing the grievance, orally inform the employee of his decision. The "work day" shall be defined as any day during which the Highway Department is open and conducting business.

### *Step2*

If the grievance is not settled at the first step, the Union or grievant shall prepare a written grievance and present it to the County Engineer no later than five (5) working days after the first step response is due. Within five (5) working days, after the grievance is presented to Step 2, the

County Engineer shall discuss the grievance with the Union and the grievant. The County Engineer shall respond in writing within five (5) working days following the meeting.

*Step3*

If the grievance is not settled at the second step, the grievance may be appealed in writing to the County Labor Relations Committee within five (5) working days after the written decision of the County Engineer. Within twenty (20) working days after the grievance is filed at Step 3, the County Labor Relations Committee shall meet with the Union and the grievant. A representative of the County Highway Committee may be present at this meeting. Following the meeting, the Labor Relations Committee shall render a written decision within five (5) working days.

*Step4*

If the matter is not adjusted at Step 3, or no answer is given within the time specified, the Union, by written notice to the Employer within ten (10) working days after the Step 3 answer is rendered or after such answer was due, as the case may be, may appeal, the grievance(s) to arbitration. If in accordance with the above procedure the grievance(s) is appealed to arbitration, representatives of the Employer and the Union shall meet to select an arbitrator by mutual agreement. If the parties are unable to select an arbitrator within ten (10) working days after such meeting, the parties shall request the Federal Mediation and Conciliation Service 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, subject to the availability of the Employer and Union representatives, and shall be notified of the issue where mutually agreed by the parties. All hearings shall be held in the City of Quincy, Illinois, unless mutually agreed otherwise.

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues to be submitted to the arbitrator.

The Employer or Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses.

Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination of 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 expenses and fees of an arbitrator mutually agreed to and the cost of the hearing room shall be shared equally. If either party desires a verbatim record of the proceedings, it may cause such a record 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 share equally the cost of the record.

The decision and award of the arbitrator shall be final and binding on the Employer, the Union, and the employee or employees involved. 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 power to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement, impose on any party hereto limitations or obligations not specifically provided for or issue a

decision in violation of public policy. This Agreement, including any exhibits and letters of understanding, sets forth the entire understanding between the Employer and the Union.

## **ARTICLE IX - HOURS OF WORK/BREAKS/OVERTIME**

### **Section 1 - Week Defined**

The normal work week consists of seven (7) consecutive days commencing at midnight on Saturday.

### **Section 2 - Hours of Work**

The normal starting hour for all employees in the bargaining unit shall be 7:00 A.M. and the normal quitting time shall be 3:00 P.M. making a total of eight (8) hours in the working day with a 20-minute paid meal period beginning no later than 5 hours after the start of the shift.

For the period from Memorial Day to Labor Day, the normal starting hour for all employees in the bargaining unit shall be 6:00 A.M. and the normal quitting time shall be 2:00 P.M. making a total of eight (8) hours in the working day with a paid 20 minute meal period beginning no later than 5 hours after the start of the shift.

Each employee's regularly scheduled work shift shall be within these hours, Monday through Friday.

The Employer reserves the right to change the weekly work schedules to serve the needs of the Department. Whenever there is a change in weekly schedules, reasonable notice shall be given to the employees, if practicable, and such schedule changes shall apply for at least the next subsequent work week. This section shall not be construed as any guarantee of hours of work in a given week.

### **Section 3 - Travel Time**

Unless directed by his supervisor, no employee is to leave the job on which he is working sooner than one-half-hour before the end of his shift. If the job is less than a 30-minute drive from the garage to which he takes his truck or machine at the end of the day, the employee shall time his arrival so that it will be at the quitting hour

### **Section 4 - Overtime Defined**

Overtime is defined as all work in excess of eight (8) hours per day or forty (40) hours per week.

### **Section 5 - Overtime Payment**

When requested by the County Engineer, employees shall work overtime. For overtime work of up to 15 minutes, an employee will receive no pay. However, if an employee works over 15 minutes, he/she will be paid for the full half-hour. Overtime shall be paid for at the rate of one and one-half (1-1/2) times the employee's regular rate. Nothing herein shall be construed to require or permit the pyramiding of overtime or premium rates, if any. Employees who are required to work on Sundays shall be paid double the employees' regular rate.

## **Section 6 - Distribution of Overtime**

Overtime work shall be offered equally by the Employer to employees according to its best determination of their ability to perform the required job. Overtime shall be first offered to the most qualified employee and then to the next qualified employee until the required employees have been selected for the overtime work to be done. Any employee who does not accept overtime shall be passed over and his name checked off as though he had worked the overtime.

The Employer will make efforts, within the foregoing guideline, to equitably distribute overtime assignments on a quarterly basis. A list of the hours of overtime worked by bargaining unit members will be posted at the beginning of each month.

In any event, the disparity in distributed overtime shall not exceed thirty-five (35) hours per employee over a one-year period. The one-year period shall be defined as the County's fiscal year and shall begin at 12:01 a.m. on December 1 and shall end on November 30 at midnight. Every employee shall begin each year with zero (0) hours of overtime.

## **Section 7 - Minimum Overtime**

Bargaining unit members called into work before they are regularly scheduled to work or after they have left work at the end of their regularly scheduled work shall receive a minimum of three hours of compensation at the applicable overtime rate. This section does not apply when the member's work schedule is shifted either earlier or later or if the work schedule is divided between different hours of the day.

The overtime period shall begin at the time the employee is called by the Supervisor. The employee shall be allowed forty-five (45) minutes to report for work as directed by the Supervisor. If the employee fails to report for work after the forty-five-minute period, overtime payment shall be suspended. Overtime payment shall then resume upon arrival at the work site location.

## **Section 8 - Work on Holidays**

Bargaining unit members will be compensated at the rate of two (2) times the employee's regular rate for all hours members are required by the County Engineer to work on Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Day, Thanksgiving Friday and Christmas Eve.

# **ARTICLE X- SENIORITY/LAYOFFS/VACANCIES**

## **Section 1 – Probation**

All employees shall serve a probationary period of six (6) months from date of hire in the bargaining unit. During the probationary period, the employee shall be subject to dismissal for any reason without recourse to the grievance procedure. Upon completion of the six (6) continuous month probationary period, the employee shall be granted seniority rights from the employee's most recent date of hire.

## **Section 2 - Definition of Seniority**

Seniority is defined as the employee's length of continuous service with the Employer since the employee's last date of hire.

## **Section 3 - Loss of Seniority**

Seniority and the employment relationship shall be broken and terminated if an employee:

- a) Quits;
- b) Is discharged;
- c) Is absent from work three (3) consecutive days without notification to and approval by the Employer, unless unable to notify because of physical injury or other reasonable excuse;
- d) Is laid off for more than one (1) year or fails to report to work within five (5) working days after having been recalled from layoff;
- e) Fails to report for work at the termination of a leave of absence;
- f) If an employee on a leave of absence for personal or health reasons accepts other employment without permission; or
- g) If he is retired.

## **Section 4 - Seniority List**

The Employer shall supply to the Union an updated seniority list for bargaining unit employees.

## **Section 5 – Application**

For all promotions, and for layoffs, where fitness and ability are relatively equal, seniority shall prevail.

## **Section 6 – Recalls**

Employees shall retain recall rights for one (1) year. If the Employer authorizes that a vacancy be filled, employees on layoff with recall rights shall be recalled in order of seniority.

Employees who are eligible for recall shall be given three (3) calendar days' notice of recall by registered or certified letter sent to the employee's last known address. It is the responsibility of any employee on layoff to provide the Employer with his latest mailing address. The employee must notify the Employer within three (3) days after receipt of the notice whether the employee will accept the recall.

## **ARTICLE XI - SUBCONTRACTING**

### **Section 1 - General Policy**

It is the general policy of the Employer to continue to utilize employees to perform work for which they are qualified. However, the Employer reserves the right to subcontract any work in the interests of efficiency, economy, improved work production or in an emergency.

### **Section 2 - Notice and Discussion**

Prior to the Employer subcontracting work in the bargaining unit, when such change amounts to a significant deviation from past practice and results in the layoff of bargaining unit employees, the Employer shall notify the Union and, where practicable, offer the Union an opportunity to discuss the planned subcontracting work and any means the Employer may consider to minimize the impact of such subcontracting on bargaining unit employees.

## **ARTICLE XII - HOLIDAYS AND HOLIDAYPAY**

The following holidays shall be observed in the Highway Department:

New Year's Day	Labor Day
Martin Luther King Day	Lincoln's Birthday
Veterans Day	Washington's Birthday
Thanksgiving Day	Spring Holiday
Thanksgiving Friday	Memorial Day
Christmas Eve	Juneteenth
Christmas Day	Independence Day
	Columbus Day

With exception for emergencies, all eligible employees as defined below will be granted the day off with regular hourly pay. The rate of holiday pay will be computed based upon the employee's average straight time earnings per hour for the work week in which the holiday falls, without overtime pay included.

To qualify for holiday pay, employees must have completed the probationary period and become a permanent employee. An employee also must work the scheduled work days preceding and following the holiday. For purposes of holiday pay, all time-off shall count as working.

If for any reason the Employer requires an employee to work on any holiday, the employee will be paid at his/her straight time rate plus time and one-half for all hours worked on the holiday; provided that the employees required to work on New Year's Day, Thanksgiving, Christmas, Martin Luther King Day, Thanksgiving Friday or Christmas Eve, shall be paid double time for all hours worked.

The parties agree that the listing of holidays set forth in this Article is subject to annual approval and/or revisions by the County Board.

**ARTICLE XIII-VACATION AND PERSONAL LEAVE**

**Section 1 -Vacation**

All employees shall earn vacation time from the date of full-time employment. Full-time employees accrue vacation at the rate set forth in the following schedule:

Years of Service	Hours Awarded per Year	Hours accrued per paycheck*
0-7	80	3.08
8-14	120	4.62
15-20	160	6.15
21+	192	7.38

\*-Assumes 26 pay periods in a calendar year

The employee’s anniversary date shall be the basis of determining the length of service and change in rate of accrual. Employees may carryover up to a maximum of 40 hours vacation from year to year.

Vacations with pay shall be subject to the following conditions:

- a) The rate or vacation pay of each employee entitled to a vacation with pay shall be based on the current average straight time earnings per hour.
- b) The “vacation year” is based upon the calendar year, beginning January 1 and ends on December 31 of each year.

Employees will be permitted to “borrow” against the expected vacation accrual hours of the vacation year. If an employee terminates and has taken (“borrowed”) more vacation time off than accrued during that calendar year, the employee shall reimburse the County for the amount of vacation pay received which was not accrued.

- c) Vacations shall be scheduled in advance, subject to the approval of the County Engineer. In order to enable an employee to comply with this requirement, an employee may submit a request to schedule vacation time before such vacation time is earned.

The County will develop and administer an initial, seniority-based vacation sign-up period for each employee to schedule his/her first week of vacation to be taken as a scheduled work week off. The County may begin taking vacation requests on November 15 for the following calendar year, and the sign-up period shall close no later than the end of business on December 15. The County Engineer shall post a schedule indicating the approved vacations of all employees on or before December 30.

The final determination of the vacation period shall at all times be the responsibility of the Employer, in order to insure the orderly operation of the Highway Department.

- d) Subject to the operating needs of the Department, vacation time may thereafter be used in increments of no more than one (1) week (40 hours) but not less than one (1) day (8 hours). Requests to schedule a week of vacation shall be made at least seven (7) calendar days in advance. Requests to schedule less than a week but more than one consecutive day of vacation shall be made with a calendar day per vacation day notice. Requests to schedule one day of vacation shall be made at least two (2) working days in advance.

The Supervisor or County Engineer may waive the notification period for a one-day vacation during times of inclement weather, where in the judgment of the Supervisor or County Engineer and absent emergency operations, weather conditions severely interfere with outdoor work.

The Supervisor or County Engineer may also grant requests for 1/2-day (4 hours) vacations during times of inclement weather where in the judgment of the Supervisor or County Engineer and absent emergency operations, weather conditions severely interfere with outdoor work.

- e) Any holiday which falls within a scheduled vacation period will not be deducted as a vacation day.
- f) Employees will be paid for all unused, accrued vacation upon termination of employment.



## **Section 2- Personal Days**

Each employee who has completed his or her probationary period shall receive three (3) personal days per year to attend to personal business.

Employees must provide notice of the need for a personal day as soon as reasonably possible prior to the intended personal day. The notice shall be given to the Supervisor or County Engineer.

Employees with an emergency situation can call the Supervisor to let them know about the emergency.

Employees can schedule personal days four (4) or eight (8) hour increments for their use.

If the scheduling needs of the Department are as such, the employee may not be eligible for that day.

There shall be no carry-over or accumulation of unused personal days to the following year.

## **ARTICLE XIV - SICK LEAVE**

### **Section 1 - Definition of Sick Leave**

Sick leave under this Article may be used for an absence from work due to personal illness, injury, or medical appointment. Up to eighty (80) hours of sick leave per year may be used for the illness, injury, or medical appointment of the employee's child, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary.

### **Section 2 - Sick Leave Accumulation**

Employees shall accumulate eight (8) hours of sick leave for each month of continuous service. Employees may accumulate and carryover from year to year up to one-thousand nine hundred and twenty (1,920) hours.

Options on sick leave for retirement:

- a) Employees may turn in eighty (80) hours of sick leave upon retirement and be paid at current wage rate. Payment shall be made no earlier than the sixty-first (61<sup>st</sup>) day after retirement.
- b) Employees may, if allowable under Illinois law, turn in on retirement any unused days to add to their retirement benefit with I.M.R.F. Sick leave cannot be used to meet the eight (8) year requirement for an I.M.R.F. pension or the thirty-five (35) year requirement for a non-discounted pension under age 60.
- c) Any combination above.

### **Section 3 - Physician's Certificate**

Sick leave with pay in excess of three (3) consecutive working days shall be granted only after presentation of a written statement by a reputable physician certifying that the employee's condition prevented him/her from performing the duties of his/her position.

### **Section 4 - Sick Leave Call In**

All employees must call in at least one hour prior to the scheduled starting time of each day of sick leave, unless hospitalized. The Employer may impose discipline up to and including termination against any employee found to be abusing sick leave.

## **ARTICLE XV - FUNERAL LEAVE**

### **Section 1 -Amount of Leave**

Employees are permitted to take up to three (3) days off with pay for the death of one of the following; mother, father, sister, brother, step-mother, step- father, step-brother, step-sister, grandparents, spouse's grandparents, grandchildren, son or daughter-in-law, brother-or sister-in-law, mother-or-father-in-law, legal guardian, or other relatives that are members of the employees household at the time of death. Employees are permitted to take up to five (5) days off with pay for the death of one of the following: spouse or designated domestic partner, children and stepchildren. Pay is based on the employee's normal rate of pay.

### **Section 2 - Other Funerals**

Requests for time off for other funerals or additional time off shall be addressed through the use of paid accrued time off.

## **ARTICLE XVI -INSURANCE**

### **Section 1 – Coverage**

Details of the insurance coverage are explained in the Group Insurance Plan folders which shall be provided upon request. If an employee desires, he/she may add family coverage under the policy in accordance with Section 2. After an employee has worked thirty (30) days he/she shall further receive coverage under a group life insurance policy retained by the county, so long as the Employer retains such coverage for all county employees.

Should an employee be granted a leave of absence for a non-medical reason for more than two (2) weeks, he/she shall reimburse the County for the cost of the group health premium for that portion on leave.

To qualify for the Adams County Health Plan an employee must be scheduled to work at least thirty (30) hours per week.

The Employer may require a physical by a doctor retained by the Employer.

Should the employee terminate employment, be placed on lay-off status, or obtain a leave of absence, the employee's life and health insurance will be maintained as long as permitted by the current insurance carrier, but not longer than the end of the month that the employee ends his/her active service for the county unless otherwise provided by the law.

Should the Employer determine that it wishes to discontinue in whole or in part its current employee group health or life insurance coverage, the provisions of this Article shall be subject to re-negotiation at the request of either party.

### **Section 2 - Cost of Health Insurance**

The Employer shall provide Health Insurance coverage to the employees covered by this Agreement. The cost of single coverage health insurance shall be split between the Employer and the employees covered by this Agreement. The Employer shall pay 90% of the cost and the employee shall pay 10% of the cost.

Health insurance shall be available for dependents of the employee. The cost of dependent coverage health insurance shall be split between the Employer and the Employees covered by this agreement. The Employer shall pay 75% of the cost and the employee shall pay 25% of the cost.

The Employer shall provide the employees with the current coverage. The Union and the County recognize that insurance costs are likely to increase over time and that the County may during the lifetime of this Agreement find it to be in the best interests of the County to change the plan of insurance. Only in the event of a significant or substantial change in the plan would the duty to bargain arise.

The terms "significant or substantial" means a change in the order of greater than a twenty percent (20%) increase in the deductibles, the co-pays, and/or the prescription drug card program in any one policy year.

The employer agrees to meet with an employee insurance advisory committee, composed of one (1) member of each bargaining unit, their Union representative if desired and the authorized representative of the Employer, at dates mutually agreed to between June 1st and October 31st of each year of this Agreement.

The purpose of such meeting shall be to discuss insurance programs/options that will assist in cost containment. Such meetings shall be waived only by mutual written consent of the parties. The Employer will make all relevant information available, and this committee will be empowered to research available hospitalization, dental, optical and other relevant plans provided by the Employer, comparing their costs and benefits.

The advisory committee shall recommend to the Employer possible implementation of any such alternative plans and cost containment measures. The Adams County Board shall have the final authority to approve/disapprove such recommendations by the advisory committee members.

Nothing in this section shall preclude remaining County departments (i.e.: Highway Dept., Administration, etc.) from equal representation on such advisory committee so long as their departmental members do not exceed the number of bargaining unit(s) members represented on the advisory committee.

## **ARTICLE XVII - MISCELLANEOUS PROVISIONS**

### **Section 1- Driver's License**

Employees shall be required, as a condition of continued employment, to obtain and maintain a driver's license or a commercial driver's license (CDL) appropriate for employment related use.

### **Section 2 - Phone Numbers**

The employee shall provide phone number(s) or other means of 24-hour contact to the County Engineer for purposes of emergency or after regular hours call-out. The County Engineer shall be notified immediately of any change of address or phone number.

### **Section 3 - Protective Equipment and Clothing**

The Employer shall provide all necessary items of protective clothing and equipment as the Employer deems appropriate to comply with safety rules, regulations and policies. The clothing and equipment shall include but not be limited to protective eyewear, hard hats, hearing protection and safety vests.

Employees shall be issued a hard hat to be worn while performing work as directed by the Employer. When an employee terminates employment with the Adams County Highway Department, he must turn his hard hat in or pay the cost of a replacement.

### **Section 4 - Vests**

Employees working or on foot within the right-of-way shall wear a high visibility vest provided by the Employer or other high visibility clothing meeting the requirements of ANSI/ISEA 107-2004 for Conspicuity Class 2 garments, except when riding on self-propelled equipment or within a vehicle.

### **Section 5 - Safe Equipment**

It shall be the responsibility of both the Employer and employees to see that equipment is in safe operating condition. The Employer shall not require employees to operate unsafe equipment. Employees shall promptly report any safety problems and/or equipment malfunctions to the Employer.

### **Section 6 - Clean Work Place**

All employees are to help keep the work areas, equipment, and tools neat and clean. All scrap shall be placed in scrap containers, all cups and trash shall be placed in trash containers.

### **Section 7- Garage Hours**

No articles may be taken from the garage without prior permission of the General Foreman or County Engineer. Articles may only be taken from the garage during working hours or in case of emergencies as determined by the Highway Department.

There will be no admittance to the garage at any time other than the scheduled working hours, unless called to duty by the Employer, or by permission of the County Engineer.

**Section 8 - Job Injury and Leave for Work Connected Illness**

All injuries sustained on the job, no matter how slight, should be immediately reported to the supervisor who will arrange for necessary first aid or treatment.

An employee who suffers an on-the-job injury or who contracts an employment connected illness may be granted an initial leave with full pay up to three (3) working days without utilization of any accumulated sick leave or other benefits. In case of absence thereafter, such employee shall be permitted to utilize his/her accumulated sick leave.

**Section 9 - Use of Personal Vehicle**

Bargaining unit members shall receive the current IRS rate per mile when they are required by the Engineer to use their personal vehicle for County business. Mileage claims shall be made on a monthly basis on forms provided by the Employer and shall be paid on the following month.

**Section 10- Wearing Apparel/Cell phone**

The County shall provide bargaining unit members with a wet suit when working with tar and shall further provide two (2) pair of cover-alls per person per year to use in the shop when doing repair and maintenance on County machinery. The Employer shall provide a clothing allowance and or basic cell phone allowance up to a maximum of \$599.00 yearly. Employees shall provide receipts for clothing and or basic cell phone bill for reimbursement on a monthly basis. Recommended items of clothing suitable for reimbursement includes but is not limited to work outerwear, gloves, hats, coats and work boots. Cost of outwear provided by a third-party vendor may be reimbursed from this allowance.

The County shall provide the bargaining unit members with a winter coat or rain coat meeting the requirements of ANSI/ISEA 107-2004 for Conspicuity Class 2 garments. The winter coat or rain coat shall be replaced no less than every two (2) years unless damaged. Damaged coats shall be replaced as soon as practical.

The County will continue to provide the bargaining unit members five (5) summer tee shirts. The shirts will not meet the requirements of ANSI/ISEA 107-2004 for Conspicuity Class 2 garments.

**ARTICLE XVIII-RATES OF PAY**

**Section 1 - Hourly Rates**

Effective on December 1 of each of the year set forth below, rates of pay for bargaining unit employees are as follows:

Classification	12/1/2022 to 11/30/2023	12/1/2023 to 11/30/2024	12/1/2024 to 11/30/2025
Mechanic	\$27.24	\$28.36	\$29.48
Highway Maintainer	\$26.16	\$27.20	\$28.28
Rodman	\$24.68	\$25.68	\$26.72
Janitor	\$20.92	\$21.76	\$22.64

When assigned to the Flagger Position, employee shall receive \$1.00 more per hour above his normal rate of pay

## **Section 2 – Payday**

Employees shall be paid bi-weekly on Friday. A total of twenty-six (26) paychecks shall be issued each calendar year.

## **Section 3 - Longevity Recognition**

Employees who have completed 10 years of continuous service shall receive annually \$450.00 on their first paycheck following the employee's anniversary date.

Employees who have completed 20 years of continuous service shall receive annually \$600.00 on their first paycheck following the employee's anniversary date.

Employees who have completed 30 years of continuous service shall receive annually \$750.00 on their first paycheck following the employee's anniversary date.

Employees who have completed 35 years of continuous service shall receive annually \$1,000.00 on their first paycheck following the employee's anniversary date.

## **ARTICLE XIX - LEAD WORKER**

An employee may be assigned to a specific task or operation as a Lead Worker in the absence of other supervisory personnel. As a Lead worker, the employee shall be required to take responsible charge for the completion of the task or operation as directed by the Supervisor or County Engineer. The Lead Worker shall not have the authority to discipline, recommend discipline or evaluate other employees.

Assignment as a Lead Worker shall be made by the Supervisor or County Engineer. Selection as a Lead Worker shall be made on the basis of but not limited to the following criteria:

- Having demonstrated the ability to understand and complete specific tasks or operations as directed by the Supervisor or County Engineer.
- Having demonstrated the ability to understand and convey verbal instructions for the completion of the specific task or operation to others.
- Be fully physically capable of performing all of the duties of the position.

The Employer shall make every effort to assign the Lead Worker position to qualified employees on a rotating basis for the specific task or operation to be performed. The selected employee may refuse the assignment as Lead Worker without prejudice.

The Lead Worker position will only be assigned to specific tasks or operations that are not or will not be under the direction of a Supervisor for a time period of more than 4 hours. The Lead Worker position will only be assigned to specific tasks or operations requiring 4 or more workers inclusive of the assigned employee with the following exceptions:

- As Lead Worker assigned to the paint truck.
- As Lead Worker assigned to the spray patching machine.
- As Lead Worker assigned to the crack sealing machine.
- As Lead Worker assigned to the hot-box.

The employee selected as Lead Worker shall receive his base rate of pay plus \$1.00 dollar per hour for the assignment period. The Lead Worker assignment shall be considered as temporary and upon completion of the task the employee shall return to his original position and rate of pay.

## **ARTICLE XX-ENTIRE AGREEMENT/SAVINGS CLAUSE**

### **Section 1 - Entire Agreement/Waiver**

This Agreement constitutes the entire Agreement between the parties and no verbal statements shall supersede any of its provisions. Any amendment supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto. The Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to: (1) any subject or matter not specifically referred to, or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement; and (2) subjects or matters that arose as a result of the parties' proposals during bargaining, but which were not agreed to.



**Section 2 - Savings Clause**

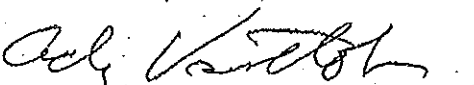
If any Article or Section of this Agreement or any addenda thereto shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall immediately negotiate a substitute for the invalidated article, Section or portion thereof.


**ARTICLE XXI - TERMINATION**


This Agreement shall be effective as of the 1st day of December, 2022 and shall remain in full force and effect until the 30th day of November, 2025. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no sooner than one-hundred-fifty (150) days prior and no later than one-hundred-twenty (120) days prior to the anniversary date that it desires to modify this Agreement (one-hundred-twenty (120) days must be in the other party's office). In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party.


IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 17<sup>th</sup>  
day of February

**For the Union:**

  
Bargaining Representative  
Andy Venvertloh

  
Bargaining Representative  
Gary Bunte

  
JP Ryan, President

  
David Rush, Secretary Treasurer

**For the Employer:**

  
County Board Chairman