

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

**COUNTY OF WASHINGTON,
WASHINGTON COUNTY CLERK, TREASURER,
STATE'S ATTORNEY, SUPERVISOR OF ASSESSMENTS and SHERIFF**

and

LOCAL UNION 702

**INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS**

Effective December 1, 2022 through November 30, 2025

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AGREEMENT

ARTICLE I

PREAMBLE / CONSTRUCTION OF AGREEMENT

Section 1.1

The County of Washington, Washington County Clerk, Treasurer, State's Attorney, Supervisor of Assessments and Sheriff, collectively referred to as "the employer," and Local 702 of the International Brotherhood of Electrical Workers as representatives of the employees of the certified bargaining unit certified by the Illinois State Labor Relations Board in Case No. S-RC-88-44, excluding Ambulance and Dispatch employees, hereinafter referred to as "the Union", enter into the following Collective Bargaining Agreement.

Section 1.2

The employer and the Union have a common and sympathetic interest in the efficient delivery of services to the citizens of Washington County. Harmonious relations between the employer and its employees, adjustment of any differences by rational and common-sense methods, and the continuous peaceful working relations between employer and employee will benefit both the parties to this Agreement and the citizens of Washington County.

Section 1.3

Either party or both may elect to open this Agreement for negotiating amendments upon written notification to the other party at least sixty (60) days, but not more than one hundred twenty (120) days prior to the expiration date of the Agreement. The past practices of the parties prior to this Agreement will continue in full force and effect unless specifically altered by this Agreement.

Section 1.4

This Agreement shall be construed to effectuate the purpose of it set forth in this Preamble.

ARTICLE II

MANAGEMENT RIGHTS

Section 2.1

The County, its elected officials, and its supervisors in its offices and departments, including, but not limited to the Highway Department, the County Clerk's Office, the Treasurer's Office, the Sheriff's Office, Supervisor of Assessments and the State's Attorney Office, retain the sole and exclusive right to manage and operate the affairs of the County and its departments and offices and to direct its working forces, and, except when specifically amended, changed, or modified by the Agreement, these rights include, but are not limited to, the following:

- A) To direct all operations of the County;
- B) To hire or promote, and to create positions within the County;
- C) To suspend, discharge, and take other disciplinary action against employees;
- D) To determine the work to be performed by the County, the number of workers necessary to perform that work, and to lay off employees accordingly;
- E) To maintain efficiency of County operations;
- F) To introduce new or improved methods of operations;
- G) To introduce new or improved tools, machinery, facilities or other implements;
- H) To change existing methods of operation or tools, machinery, implements or facilities;
- I) To contract out for goods and/or services;
- J) To take whatever action is necessary to carry out the functions of the County in situations of emergency due to acts of God or emergencies beyond the control of the County, provided, however, that in the event a County department(s) is closed due to any circumstance referenced herein, the employees of all other departments shall not be entitled to the same time off, additional pay, comp time or any other compensation;
- K) New employees are to undergo a medical physical and drug testing. New employees are both new hires and current Washington County employees new to an open position. Any employee that is involved in an accident, while operating a county owned vehicle, will result in immediate drug/alcohol testing. Any injury that is labeled on the job, whether in a vehicle or not, will result in immediate drug/alcohol testing;
- L) All Washington County Employees will be subject to random drug/alcohol screening at the cost of the County.

Section 2.2

Nothing in this Agreement shall be construed as delegating others the authority conferred by law on the County, State's Attorney, Supervisor of Assessments, the County Clerk, the Sheriff, the Treasurer or any other department of the County, or in any way abridging or reducing such authority.

ARTICLE III

UNION RECOGNITION

Section 3.1

The employer agrees that there shall be no discrimination against officers and members of the Union by reason of their membership in the Union or by reason of their representing employees in the bargaining unit.

Section 3.2

The Union Shall have the right to appoint one (1) steward/stewardess in each of the following areas:

- A) The highway department;
- B) Administrative Assistant;
- C) The Courthouse/Judicial Center.

Stewards/Stewardesses shall be working stewards/stewardesses. Each steward/stewardess shall be allowed a reasonable time during regular working hours without loss of pay to investigate and meet with the employer's supervisors concerning written grievances filed by employees working in that steward or stewardess' area. A steward/stewardess shall obtain permission from his or her supervisor, and such permission shall not be unreasonably withheld.

Section 3.3

In the event that a steward/stewardess' obligations as a union steward/stewardess significantly interferes with his or her delivery of services to residents of Washington County or the performance of that employee's duties, the employer and Union shall meet and remedy the problem.

Section 3.4

The business manager or his representative shall be allowed access to any job for a reasonable length of time where employees are employed under the terms of this Agreement.

Section 3.5

The Union may place a bulletin board in the employee's lounge or use existing bulletin board space.

Section 3.6

- A) An employee who voluntarily elects to become a member of the Union, voluntarily signed a proper dues deduction authorization on November 7, 1988, or thereafter, and whose dues deduction authorization is received by the County payroll clerk, will be required to pay their proportionate share of the costs of the collective bargaining process, contract administration and pursuing matters affecting wages, hours, and conditions of employment as set forth in 5 ILCS 315/6 (E). Employees in the bargaining unit who are not currently members of the Union or have not

voluntarily signed a dues deduction authorization on November 7, 1988, or thereafter, and new employees who elect not to join the Union and not be subject to this section shall not be subject to any dues deduction for any share of the costs set forth above.

- B) The Union shall certify to the employer the amount of Union dues and also the proportionate share of the costs of the bargaining process, contract administration and pursuing matters affecting wages, hours and conditions of employment for Union members who are subject to subsection (a) but who have withdrawn from the Union. The proportionate share cannot exceed dues uniformly required of Union members in good standing.
- C) The Union shall notify the employer in writing of any change in Union dues or proportionate share fees at least thirty (30) days prior to the effective date of the new dues or fees.
- D) The obligation of any Union member who voluntarily executes a proper dues deduction card and submits the card to the County payroll clerk may be revoked if the employee has, on the basis of a bona fide tenet or teaching of a church or religious body of which that employee becomes a member, objects to the payment of a proportionate share of fees to the bargaining representative. Upon proper substantiation of the employee's objections and collection of the fee from the employer, the bargaining representative will make payment on behalf of the employee to a mutually agreeable non-religious charitable organization, in accordance with 5 ILCS 315/6 (G) and the rules and regulations of the Illinois State Labor Relations board.
- E) An employee who is laid off longer than one (1) month will be responsible for paying his or her monthly membership dues directly to the Union.
- F) The Union shall indemnify and hold the County harmless against any and all claims, demands, suits, or other forms of liability that arise out of or by reason of action taken or not taken by the County in connection with any provision of this Article.

ARTICLE IV

SENIORITY

Section 4.1

Seniority as defined herein shall prevail and shall apply to all bargaining unit employees who perform work within the scope of the work classifications covered herein.

Section 4.2

Seniority shall include the sum total of all continuous employment time, and time considered as continuous employment with the employer as follows:

- A) Approved leave of absence not exceeding six (6) months;
- B) Absence from work by Union representatives who are elected appointed to a Union position;
- C) Absence by reason of disability arising from job-related injury;
- D) Active duty in the Armed Forces of the United States under conditions of re-employment rights as prescribed by law;
- E) All nonproductive time for which wage payments are made.

Section 4.3

The seniority of employees who have been laid off due to lack of work or technological change shall be treated as follows:

- A) Upon re-employment by the employer, employees who had attained twelve (12) or more months of credited service and who are engaged within twenty-four (24) months from the date of their layoff shall have their former seniority credited to seniority beginning at the date of rehire.

Section 4.4

Employees classified as part-time shall not accumulate seniority. Seniority is only counted for full-time employment with the County.

Section 4.5

Seniority and the employment relationship shall be considered broken by:

- a) Discharge for just cause;
- b) Resignation from the employer by the employee;
- c) Failure to return from leave of absence or extension thereof;
- d) A layoff due to lack of work for a period of more than twenty-four (24) months;
- e) Failure to return to work or to make satisfactory arrangements to do so after a layoff within ten (10) days after receipt of proper notification. It shall be the responsibility of "laid off" employees to keep the employer notified of their current address;

- f) Failure to report for scheduled work or to notify their immediate supervisor of the reason thereof within a forty-eight (48) hour period;
- g) An employee being unable to return to work within a twenty-four (24) month period for sickness or injury other than an on the job injury.

Section 4.6

An employee's position on any wage progression schedule shall have no bearing on the employee's seniority date.

Section 4.7

If the seniority date of two (2) employees is equal, the seniority shall be determined by the alphabetical order of the employee's surnames and given names at the time of employment.

Section 4.8

An employee's administrative service date shall have no bearing on the employee's seniority date.

Section 4.9

Seniority can be exercised on:

- a) Selection of vacations;
- b) Job bidding;
- c) Layoffs and rehire after layoffs;
- d) Shift selection.

ARTICLE V

FORCE REDUCTION

Section 5.1

When making a reduction in force and when rehiring, the following procedure shall be observed:

- a) Employees who have not completed their probationary period in the department in which the layoff is to occur shall be laid off first;
- b) Part-time employees within the department in which the reduction is to occur shall be laid off;
- c) Full-time employees within the department in which a layoff is to occur shall be laid off beginning with the least senior;

- d) Part-time employees may bump the least senior part-time employee within another department provided he or she has more seniority and the ability and qualifications sufficient to perform the job;
- e) Full-time employees may bump the least senior employee within another department provided he or she has more seniority and the ability and qualifications sufficient to perform the job;
- f) To insure continuity of personnel within departments, only one (1) person from any department may be bumped in any twelve (12) month period pursuant to paragraphs (d) and (e);
- g) Persons exercising bumping rights pursuant to paragraphs (d) and (e) will take the salary of the individual bumped;
- h) When vacancies or new positions occur while employees are on layoff, they shall be recalled by seniority provided they are physically able to return to work and have the qualifications required;
- i) The County agrees to provide the IBEW notice of any layoffs. Any employee who is laid off shall register with the employer every forty-five (45) days if that employee desires to be considered to be called back to work. If the employee fails to register, the County has no further obligation to try to locate that employee and may fill the position with another qualified individual.

ARTICLE VI

POSITIONS AND VACANCIES

Section 6.1

The filling of all employee positions with the exception of the Chief Deputy Clerks in the office of the County Clerk, Supervisor of Assessments and Treasurer and the Secretary in the office of the State's Attorney, shall be made by department heads as set forth in this Agreement based on seniority, ability and qualifications. If ability and qualifications are equal, seniority shall prevail.

- a) When vacancies occur or when new positions are created within the departments listed in this Agreement, the employer will post a notice on bulletin boards for a period of five (5) days (Sundays and holidays excluded) announcing the position open. Employees desiring to be considered shall make written application to the head of the department in which the vacancy exists. When necessary, temporary assignments will be made for the period the position is considered open.
- b) Employees may bid to fill vacancies and newly created positions according to the following criteria:

FIRST PRIORITY: full-time employees within the department and part-time employees within the department who have accumulated hours worked in excess of one thousand (1000) hours.

SECOND PRIORITY: full-time employees within the bargaining unit.

THIRD PRIORITY: all other employees within the bargaining unit.

- c) Vacancies or newly created positions will not be filled by active employees with less seniority than laid-off employees. Laid-off employees with greater seniority will be offered recall rights prior to filling the position;
- d) Should an employee decline a position, it shall have no effect on his applications as to future positions;
- e) An employee moving to a different position, newly created position or a vacancy will be given a reasonable opportunity to demonstrate his qualifications and ability. If an employee transfers to another department they should not be allowed to return to the old position.

Section 6.2

DEFINITIONS:

- a) VACANCY: An unoccupied employee position previously filled by an employee.
- b) NEWLY CREATED POSITION: An employee position which previously did not exist in a department.

ARTICLE VII

EQUAL EMPLOYMENT OPPORTUNITIES

Section 7.1

It is agreed that there shall be no discrimination by the Union or the Employer against any employee or applicant for employment with respect to hiring, firing, rate of pay, work assignment, or any term or condition of employment for reasons of race, religion, color, sex, age, marital status, handicap, political affiliation or national origin, in compliance with Title VII of the Civil Rights Act of 1964 as amended, Executive Order 11246, as amended, the Illinois Human Rights Act, or any rule or regulation promulgated there under.

ARTICLE VIII

SAFETY

Section 8.1

With respect to the Union and the employer, it is the employer's exclusive responsibility to insure the safety of its employees and their compliance with safety rules and standards. The Union will lend its full support and encouragement to the practice of safety by employees. Nothing in this section, or in the Article, shall relieve any employee of his responsibility to exercise due care for his safety, the safety of fellow workers, or the safety of the general public.

Section 8.2

A joint safety committee consisting of one (1) Union and one (1) management representative from each department (i.e., highway department, ambulance department, Dispatch and all positions in the Sheriff's Office, and the Courthouse/Judicial Center) shall be established to review the safety rules. It shall meet regularly on a monthly basis or at such intervals as the joint safety committee agrees, provided, that at a minimum, the committee shall meet as frequently as required by the County's insurance carrier. The joint safety committee shall meet in the afternoon or as the committee shall otherwise agree. The committee shall meet during regular working hours, provided that any ambulance personnel or any other position requiring emergency response shall respond to all calls received irrespective of whether the joint safety committee is meeting, and no Dispatchers will be removed from the radio switchboard for the purposes of the joint safety committee meetings.

Section 8.3

The employer will inspect at regular intervals all tools used by the employees. Tools which do not meet safety standards will be replaced or repaired by the employer to meet applicable safety standards.

ARTICLE IX

HIRING, DISCHARGE AND DISCIPLINE

Section 9.1

New employees, part-time employees becoming full-time employees, temporary employees becoming full-time employees, or any employee with the county that transfers to a different department, shall be employed as a full-time employee on a probationary basis for the first six (6) months of employment. During the probationary period an employee may be discharged for any reason whatsoever without any recourse under this Agreement, and, in particular, resort to the grievance procedure or binding arbitration.

In the event the County is unable to fully evaluate a probationary employee during the six (6) month probationary period, the County may request to extend the probationary period an additional six (6) months. For the extension to go into effect, the County, the employee, and the

Union Representative must agree to the extension in writing. Probationary period extension does not change any other benefits due to the employee after six (6) months of being on the job.

Section 9.2

Subject to Sections 9.3 and 9.4, employees may be discharged for just cause only. The parties recognize, however, that certain positions within the County, including the Chief Deputy to the Treasurer, Supervisor of Assessments, the Chief Deputy Recorder to the County Clerk, and the Secretary to the State's Attorney are positions which require the elected officials in each of those offices to have complete confidence in the abilities of the person occupying that position and that employee's complete support of the elected official. The elected official in each department shall have the right to terminate the employee holding the positions referenced above if that employee intentionally takes action or fails to take action which has a damaging influence on the elected official. If the act is unintentional, the elected official may impose such discipline as is appropriate under the circumstances.

Section 9.3

The County, including the County Clerk, Treasurer, State's Attorney, Sheriff, Supervisor of Assessments and the supervisors of any of its departments, and all persons acting in management capacity for the employer, shall have the right to immediately discharge any employee for any of the following reasons:

- a) unprovoked or unjustified assault or battery of a supervisor, fellow employee, or other person while the employee is on duty;
- b) the use of alcoholic beverages or illegal narcotics or drugs, when at work or during work hours.
- c) conviction of any felony whether committed on-duty or off-duty;
- d) intentionally making a false statement on the application for employment;
- e) failure to pass any required testing, or failure to maintain required certification in accordance with state and federal regulations.

The grounds for immediate discharge contained in this section are not exclusive.

Section 9.4

The County, its officers and supervisors/department heads, may establish reasonable written work rule(s). If the work rule(s) is/are posted in a conspicuous place or if they are distributed to employees, ignorance of the rule(s) will not constitute a defense to a violation of such a rule.

Section 9.5

Each employee who operates county vehicles shall have a valid driver's license or special permit in the correct classification for the type of equipment operated. The employee shall pay for obtaining and maintaining a regular driver's license. The county will reimburse the employee for any additional license fees required to maintain a commercial driver's license (CDL), change endorsements and obtain special permits, provided that these are license changes that are job related. The employee is to immediately notify the department head if his/her license becomes invalid, suspended, revoked or lost. Failure to report the above information will result in disciplinary action and/or suspension.

If an employee is convicted of driving while under the influence or has his driving privileges suspended or limited, the supervisor or elected official who supervises that employee shall have the right to assign that employee to another position, if available, so that the County's insurance rates or exposure to liability are not increased. If no position is available for that employee, the elected official or supervisor may suspend the employee during the period of disability (such as revocation of license to drive). If the supervisor or elected official is unable to find a temporary replacement for the worker, that worker may be permanently replaced. An employee suspended or reassigned under this section may not exercise seniority bumping right. Nothing in this section precludes any County supervisor or elected official from taking appropriate action to prevent increases in insurance rates or exposure to liability.

Section 9.6 POSITIVE DRUG AND ALCOHOL TESTS

Any employee that tests positive for alcohol, and is governed by a licensing agency, will follow the guidelines of their licensing agency. All other employees that test positive for alcohol will be placed on Probation, for their first offense, for a period of ninety (90) days, and be required to undergo alcohol evaluation and treatment, for their first offense. A second offense will result in automatic termination of the employee.

Any employee governed by a licensing agency, that tests positive for cannabis, will follow the guidelines of their licensing agency. If the guidelines of their licensing agency, suspends the license of an employee then the employee shall be suspended without pay from the county until their license is reinstated. If the licensing agency revokes an employee's license, then the employee's employment shall be terminated upon revocation. All other employees who test positive for cannabis will be placed on probationary status, for their first offense, for a period of twelve (12) months and require an evaluation and treatment. A second offense will result in automatic termination of the employee. The employee will receive any benefits accrued under this bargaining agreement until the time of termination.

A positive test for any other controlled substance will result in automatic termination of any employee.

It shall be the responsibility of the employee to obtain evaluation and treatment by a licensed provider in the State of Illinois, or as required by the licensing agency, and follow the recommended treatment at the employee's cost. Any employee undergoing such treatment shall

waive any rights of confidentiality. Probationary status has the meaning as listed in Article XXIII, Section 23.1.

ARTICLE X

JURY OR WITNESS DUTY

Section 10.1

If called for jury duty or as a witness in a jury trial, all employees shall receive full pay for each day of jury service, less the amount of money reimbursed from the government agency or the party subpoenaing the witness, provided the employee returns to the work assignment during such regular work hours as their services are not required in court. Reimbursable expenses such as mileage, meals, etc., shall not be included in this deduction. No overtime pay will be considered in the above.

ARTICLE XI

LEAVE OF ABSENCE

Section 11.1

Upon a written request, a leave of absence without pay, after one (1) continuous year of service, may be granted following authorization by the department head and approval by the County Board. A leave of absence is defined as a period of time up to, but not exceeding, three (3) months duration. Upon approval by the department head and the County Board, the leave may be extended an additional three (3) months. Failure to report at the pre-arranged end of the leave, unless an extension is requested, shall be grounds for termination. A leave of absence for the purpose of working elsewhere or seeking other employment will not be granted.

Acceptance of gainful employment while on approved leave will result in termination plus loss of seniority, unless the employee has first obtained written approval for such other employment from his/her department head and has also obtained the approval for such employment from the County Board.

ARTICLE XII

HOLIDAYS AND PERSONAL DAY(S)

Section 12.1

The following days will be paid holidays for full-time County personnel on the active payroll other than ambulance workers. Employees shall receive one (1) regular day's pay for each holiday and personal day(s).

New Year's Day
Martin Luther King Day
President's Day

Columbus Day
Veteran's Day
Thanksgiving Day

Good Friday
Memorial Day
Independence Day
Labor Day

Thanksgiving Friday
Christmas Eve
Christmas Day
Personal Day(s) *

*One (1) day per year, credited on day of hire, up to a total accumulation of three (3) days.

Section 12.2

If a holiday falls on a Sunday, the following Monday is celebrated. A holiday which falls on a Saturday will be observed on the preceding Friday. The Christmas Eve holiday will be observed the work day immediately prior to the Christmas Day observance when either falls on the weekend. Dispatchers will observe holidays on the actual days on which they fall.

Section 12.3

On occasion, it may not be possible to give all employees off on all holidays. If this is the case, those full-time employees who work will be given full holiday pay plus time and one-half pay for the actual hours worked or a like amount of time off with pay at a later date at the discretion of the employee. Time and one-half pay or equivalent amount of time off shall be at the employee's discretion, provided that taking the equivalent time off does not disrupt department scheduling. Holiday work will be offered by seniority. If no one is willing to work, the supervisor shall designate employees to work by reverse seniority.

Section 12.4

An employee shall be paid for the holiday providing he or she works the regularly scheduled day before and after the holiday, except for absences covered by this Agreement or absences approved by the supervisor.

Section 12.5

An employee on vacation when a holiday occurs can take an extra vacation day. An employee on unpaid leave of absence or layoff will not receive holiday pay.

ARTICLE XIII

SICK LEAVE

Section 13.1

Sick leave is provided to protect employees and their families against loss of income due to illness or disability.

Section 13.2

Any full-time or probationary employee employed after January 1st of any year will be credited one (1) regular work day per month of sick leave not to exceed ten (10) regular work days of sick leave. In the years following, he/she will be credited with his/her sick leave (10 regular work days) on January 1st providing the employee is actively employed.

Section 13.3

Any full-time County employees will be allowed to carry two hundred forty (240) unused sick leave days forward year to year. Employees will be paid at their respective rate for any unused sick leave in excess of two hundred forty (240) days that remain on December 31st of each year. This payment will be made on the first payroll check in January.

Section 13.4

Sick leave days are payable at the regular workday rates.

Section 13.5

Sick leave applies to an employee's illness, not that of a relative or dependent; however, an employee may use up to five (5) accumulated sick days per year due to illness of the employee's spouse, parent or child (includes adopted and stepchildren). Part-time employees are not eligible for sick leave. Unused sick leave is not payable upon termination of employment.

Section 13.6

Unreported or abused sick leave absences from duty are considered sufficient causes for dismissal.

Section 13.7

When an employee has excessive absences due to sickness or is sick more than three (3) consecutive days, the supervisor may request a doctor's certificate.

Section 13.8

If, for any reason, it is necessary for an employee to go off duty during the working hours, notice should be given to his/her supervisor.

Section 13.9

Time off for medical and dental appointments will be handled by the sick leave program.

Section 13.10

A physician's work release allowing an employee to return to work may be required after an absence of over three days. A physician's work release will be required any time after a back injury.

Section 13.11

Full-time employees may donate their available sick leave to other full-time employees.

ARTICLE XIV

VACATION

Section 14.1

All full-time employees will receive one (1) week of vacation time on the anniversary of his/her first day of employment. After the employee has worked for one (1) year, vacation time will be credited by calendar year beginning each January 1st.

Section 14.2

Effective January 1 of each year, the vacation time earned for all County employees shall be as follows:

- After 1 full year, 1 week or 5 work days
- After 3 full years, 2 weeks or 10 work days
- After 7 full years, 3 weeks or 15 work days
- After 20 years, 4 weeks or 21 work days

It is understood that the vacation is with pay and payment for each vacation is based on five (5) working days per week. With approval of the elected official or department supervisor, an employee may take his/her vacation at any time. For the convenience of the public no office shall be closed for vacation. An employee may take one (1) vacation day at a time provided that doing so does not disrupt the department scheduling.

Section 14.3

If two (2) employees both desire the same vacation period and the supervisor cannot schedule both vacations at the same time, the employee with greater seniority will be given preference.

Section 14.4

An employee does not lose the earned vacation if employment is terminated before the vacation has been taken. In the event employment is terminated with earned vacation due, the County shall pay the earned vacation in a lump sum settlement as of the last day of employment. All earned vacation due shall be on a straight time basis.

Section 14.5

Earned vacation time not taken by the end of the calendar year in which it was credited may be carried forward to the next year, for a maximum amount of two (2) weeks or ten (10) work days. Any unused vacation time in excess of these limits will be forfeited, provided all employees shall be allowed sufficient time off in which to take their vacation when request is made to do so.

Section 14.6

For scheduling purposes, an employee is asked to present his/her vacation request to his/her supervisor. All vacations should be taken at a time mutually agreeable to the employee and his/her supervisor.

ARTICLE XV

EMPLOYEE BOND

Section 15.1

The County shall provide the required bond for County personnel. The necessary information for bonding will be required upon date of employment or, if missed at this time, at any date requested thereafter.

ARTICLE XVI

VOTING

Section 16.1

Employees shall be permitted time off for voting as set forth in 10 ILCS 5/17-15 (1992).

ARTICLE XVII

BEREAVEMENT LEAVE

Section 17.1

An employee shall be given upon request, three (3) consecutive working days leave to bereave the loss or attend the service of the death of a parent, spouse, child, stepchild, brother, sister, step-brother, step-sister, mother-in-law, father-in-law, grandchild or grandparent of the employee. Pay will be based on the regular rate of pay to compensate for the actual time lost within the approved period. The employee should notify his immediate supervisor. Additional time off without pay may be granted to an employee who is unable to return to work after three (3) days.

Section 17.2

In the event of the death of a sister-in-law, brother-in-law, aunt or uncle of the employee, or the employee's spouse's grandparent, an employee will be permitted, upon request, one day off to attend the service. Pay for this day will be based on the regular rate to compensate for the actual time loss of one (1) day. Additional time off without pay may be granted to an employee requesting it.

Section 17.3

Employees may be required to present evidence of death, of the relationship of the deceased to him, or evidence of both before payment for time off may be allowed.

Section 17.4

The County will comply with the Illinois Child Bereavement Act.

ARTICLE XVIII

TEMPORARY DISABILITY

Section 18.1

Whenever an employee suffers an injury as a direct result of employment and within the scope of employment which causes him or her to be unable to perform any job duties, he or she shall be eligible for sick leave for all days not covered by Workers' Compensation under the laws of the State of Illinois.

Section 18.2

At any time during this compensation disability period, the County may order, at the County's expense, a physical or medical examination of the employee to determine the degree of disability.

Section 18.3

For temporary disability other than on-the-job injuries, employees may take accrued sick leave or temporary disability as permitted by the IMRF as the employee may elect.

Section 18.4

Any employee who is on temporary disability as a result of an on-the-job injury shall continue to accrue seniority and benefits under this Agreement. Any employee who is on temporary disability as a result of something other than on-the-job injury shall continue to accrue seniority and benefits subject to article IV, Section 4.6.

ARTICLE XIX

PAYDAY

Section 19.1

The employee will be paid every other Friday.

Section 19.2

If an employee is unable to pick up his or her paycheck, arrangements will be made by the Supervisor to mail the paycheck(s), addressed to the last known address of the employee as the address appears on the County records.

ARTICLE XX

WORKING HOURS

Section 20.1

The normal work day for the Highway Department will consist of eight (8) hours, with one half (1/2) hour unpaid for lunch period, lunch time to be agreed upon by the employees and the supervisor.

Section 20.2

The normal work week will consist of thirty-five (35) hours of five (5) consecutive days, Monday through Friday, for Courthouse/Judicial Center personnel, and the highway department secretary.

Section 20.3

The normal work day for the Courthouse/Judicial Center will consist of seven (7) hours from 8:00 a.m. to 4:00 p.m. with a one (1) hour unpaid lunch period to be taken as agreeable with the department supervisor and employee and in accordance with past practice.

Section 20.4

The normal work day for the Custodian will consist of eight (8) hours, from 7:00 a.m. to 4:00 p.m. with a one (1) hour unpaid lunch.

Section 20.5

The field person's normal work day will be in compliance with Section 20.4 except for instances when the field person must meet with township assessors, land owners or other necessary parties to fulfill the job duties of the position.

Section 20.6

The field person's normal work week will consist of thirty-five (35) hours and the schedule will be set by the employer and employee. It is intended that the employee will not work Sundays and Holidays. The employee will be compensated for overtime as other personnel as covered by Section 21.1, unless the parties mutually agree otherwise. The field person will not be covered by Sections 21.2 and 21.3 of this Agreement.

ARTICLE XXI

OVERTIME

Section 21.1

All time worked in excess of eight (8) hours per day or forty (40) hours per week, except for Courthouse personnel, seven (7) hours per day or thirty-five (35) hours per week shall be paid for at the rate of time and one-half (1 ½) except as hereinafter provided. Overtime will be paid in one-quarter (¼) hour increments.

Section 21.2

When an employee is called to work outside of his regular working hours on a regularly scheduled work day, he shall receive not less than two (2) hours' time at a rate of time and one-half except that if he works longer than two (2) hours, he shall receive time and one-half (1 ½) for the entire time worked before his regular starting time after which time the regular rate of pay will become effective. An employee will be credited with one-half (½) hour travel time when he is subject to a call out. An employee will not receive such travel time credit for pre-arranged work outside of his regular working hours.

Section 21.3

When an employee is called for work on a day other than his regularly scheduled work days, he shall receive not less than two (2) hours' time at time and one-half (1 ½) and in case he works longer than two (2) hours, he shall receive time and one-half (1 ½) for the actual hours worked.

Section 21.4

DEFINITIONS:

“Pre-arranged time” occurs when an employee, prior to being released from the employee’s day’s work, is notified to report for work outside the employee’s regular hours. Such hours worked will constitute pre-arranged overtime hours.

“Call-out time” occurs when an employee, after being released from the employee’s day’s work, is contacted to report for work, outside the employee’s regular hours, due to the occurrence of an unforeseen condition.

ARTICLE XXII

PERSONAL USE OF COUNTY VEHICLES

Section 22.1

In some instances, the job responsibilities of an employee are such that a vehicle is issued to assist in carrying on the work. In these instances, it is permissible for the employee to use that vehicle for transportation to and from work.

Section 22.2

The use of a County vehicle for a trip that is specifically personal in nature is forbidden. Since this policy is difficult to police, an employee so involved should keep in mind that such use of County vehicles only serves to increase County costs and to lower the image of the County in the mind of the taxpayer.

Section 22.3

Employees who have vehicles assigned to them should see that they are properly licensed to operate the vehicle. The employees also should:

- a) See that each unit is serviced as recommended by the manufacturer and proper maintenance is provided;
- b) See that state inspections are taken care of at the proper time;
- c) See that the unit is kept clean and presentable at all times;
- d) See that the unit is not used out of the County during off-hours unless authorized by the County Board;

- e) See that the unit is not used for personal use other than transportation authorized by the County Board;
- f) See that only county employees or non-county employees being transported while such county employee and non-employee are performing county business are transported in county-owned vehicles;
- g) The financial responsibility of (a), (b), and (c) above shall be that of the County.

ARTICLE XXIII

DEFINITIONS

Section 23.1

For the purposes of this agreement, the following definitions shall apply:

EMPLOYEE: Shall mean any person who performs work for the county for a regularly stated compensation and whose job duties are within the scope of the collective bargaining unit.

FULL-TIME/REGULAR EMPLOYEE: Shall mean any person who has completed the probationary period, who is capable of and available for full-time work and, for new employees, any employee who on the date of hire is reasonably expected to average thirty-five (35) hours of work per week, and any employee who does, in the first twelve (12) months of employment or any twelve (12) month period thereafter actually averages at least thirty-five (35) hours of work per week.

NEW EMPLOYEE: Shall mean any employee hired on or after August 1, 2019.

PART-TIME EMPLOYEE: Shall mean, for new employees hired on or after August 1, 2019, any employee who on the date of hire is reasonably expected to average not more than thirty (30) hours of work per week, and any employee who does not, in the first twelve (12) months of employment of any twelve (12) month period thereafter actually average more than thirty (30) hours of work per week, whether or not the employee actually works more than thirty (30) hours in any individual week. For existing employees as of August 1, 2019, a part-time employee shall mean any employee who in the twelve (12) month period prior to August 1, 2019 did not average more than thirty (30) hours of work per week, and does not in any twelve (12) month period thereafter actually average more than thirty (30) hours of work per week, whether or not the employee actually works more than thirty (30) hours in any individual week. An employee who averages more than thirty (30) hours per week will be considered to be a full-time employee until they once again average thirty (30) hours or less.

SEASONAL EMPLOYEE: Shall mean, for new employees hired on or after August 1, 2019, any employee whose customary employment is six (6) months or less and who on the date of hire is not reasonably expected to average more than thirty (30) hours or more of work per week, and any employee who does not, in the first twelve (12) months of employment or any twelve (12) month period thereafter actually average more than thirty (30) hours or more of work per week,

whether or not the employee actually works more than thirty (30) hours in any individual week and whether or not the employee actually works more than six (6) months in any individual year. For existing employees as of August 1, 2019, a seasonal employee shall mean any employee who in the twelve (12) month period prior to August 1, 2019 did not average more than thirty (30) hours of work per week, and does not in any twelve (12) month period thereafter actually average more than thirty (30) hours of work per week, whether or not the employee actually works more than thirty (30) hours in any individual week and whether or not the employee actually works more than six (6) months in any individual year. Seasonal employees are not eligible for any benefits under this Agreement.

PROBATIONARY EMPLOYEE: Shall mean any new employee in all classifications covered by this agreement for the first six (6) months of employment.

ARTICLE XXIV

NO STRIKE – NO LOCKOUT

Section 24.1

It is hereby agreed by the Union and the employer that since this Agreement provides for the orderly and amicable adjustment and settlement of any and all disputes, differences, disagreements, or controversies of any nature or character, there shall be no resort to strikes (which include stoppages, sit-downs or slowdowns of work by the employees) or any lockout by the employer of any employee or group of employees.

ARTICLE XXV

ADJUSTMENT OF GRIEVANCES

Section 25.1

In the event any differences shall arise during the term of this Agreement between the employer and any employee or employees hereunder, or between the employer and the Union, then such differences shall be settled in the following manner:

Step 1: An employee or employees (preferably assisted by the steward) shall first present the matter in dispute to the appropriate employer/supervisor involved within ten (10) working days of the date of the occurrence of the matter which is the subject of the dispute or within ten (10) working days when the employee first becomes aware of the occurrence of the matter which is the subject of the dispute. In the event the dispute is not settled in this manner, it shall be reduced to writing and presented to the management representative immediately supervising the employee by the Union steward. This written notice shall contain a statement of the alleged violation. The employer's answer will be given in writing to the local Union steward and the employee involved within ten (10) working days after the receipt of the Union's written notice.

Step 2: In the event the reply given under Step 1 above is not satisfactory, the matter shall be presented to the appropriate employer representative by a business representative, or his

appointed representative, of the local Union within ten (10) working days of the employer's reply. They shall meet within a reasonable period of time in an attempt to resolve the grievance. The appropriate employer representative shall furnish the business manager of the Union an answer in writing within ten (10) working days after such meeting.

Step 3: Where differences are not satisfactorily adjusted under Step 1 or Step 2 above, the Union may request a meeting with the Chairman of the Board and/or his appointed representative. Such request for a hearing shall be made in writing within ten (10) working days after the answer given under Step 2 above. The Chairman of the County Board and/or his appointed representative shall meet with the business manager within a reasonable period of time in an attempt to resolve the grievance. The County will furnish the business manager with its final position in writing within ten days after this meeting.

Section 25.2

In case the difference is of an emergency nature, the employer and the Union agree to make every attempt to resolve the differences with the speed warranted by the circumstances without reference to the time limits set forth in Section 25.1 above.

Section 25.3

- a) If the Union fails to meet the time limitations as set forth above, the County may notify the union business representative in writing that the Union has failed to comply with such provision and the automatic forfeiture provisions contained in this section will be invoked. If the Union then fails to properly process the grievance within three (3) days of receipt of the written notice, the grievance will be automatically null and void.
- b) If the employer fails to meet the time limitations as set forth above, the Union may notify the Chairman of the County Board in writing that the employer has failed to comply with such provision and the automatic forfeiture provisions contained in this section will be invoked. If the employer then fails to properly process the grievance within three (3) days of receipt of the written notice, the grievance will be automatically sustained.
- c) Grievances which are sustained or voided under this section shall have no precedential effect.

Section 25.4

The parties to the Agreement may mutually agree to extend the time limits set forth in Section 25.1 for specific reasons.

Section 25.5

It is agreed that all terms of this Agreement shall be considered in the handling of any grievance.

Section 25.6

The employer agrees, however, that after a grievance has been placed in the hands of a Union representative, and the Union representative has dealt with an employer representative with relation thereto, no employer representative will discuss the matter with the employee or employees involved without first notifying the Union representative originating the negotiations.

Section 25.7

Any individual employee or group of employees may present grievances to the employer and may have such grievances adjusted with the employer without intervention of the Union, as long as such adjustment is not inconsistent with the terms of this Agreement. The employer shall notify the Union about all such presentations, and the Union shall be given a reasonable opportunity to be present at such adjustment.

Section 25.8

To the extent reasonably required, but subject to rules and regulations of the State Labor Relations Board and such legislation as may apply, the employer agrees to permit Union stewards to confer with the employer's representatives during working hours without loss of pay.

Section 25.9

In complying with the grievance procedure as outlined in Section 25.1, the employee(s) or steward will present the disputed matter to the appropriate employer representative at Step 1 and Step 2 as outlined below:

<u>DEPARTMENT</u>	<u>STEP 1</u>	<u>STEP 2 COMMITTEE</u>
Animal Control	Animal Control Admin.	Animal Control
Assessor	Supervisor of Assessments	Assessment
County Clerk	Elected Official	Personnel
ESDA/Mapping	ESDA Coordinator	ESDA
Highway	County Engineer	Road & Bridge
Office Manager	Sheriff	Sheriff
Treasurer	Elected Official	Personnel
Custodian	Sheriff	Sheriff
State's Attorney	State's Attorney	State's Attorney

ARTICLE XXVI

ARBITRATION

Section 26.1

If a difference arises between the Union and the employer which involves interpretation and application of the terms of this Agreement, and which cannot be resolved by the parties under the grievance machinery, the matter shall be submitted to arbitration upon the written request of either party, provided that such request must be delivered within twenty (20) calendar days after the final decision of the employer pursuant to Section 25.1 has been delivered to the Union. If the parties do not agree upon an arbitrator within five (5) days after the request for arbitration, either party may request the Director of the United States Mediation and Conciliation Service to transmit a list of seven (7) proposed arbitrators to the parties. Upon receipt of such list, the parties shall meet within ten (10) days to select an arbitrator, the method of selection being as follows: Each party shall strike two (2) names from the list alternatively, the party having requested the list being the first to strike a name, and then the other party striking a name, the last remaining name being that of the impartial arbitrator. The arbitrator shall not have authority to change, add to, or subtract from the provisions of this Agreement. His decision shall be final and binding upon the parties, and the cost and expenses of the arbitrator shall be shared equally by the parties.

ARTICLE XXVII

EMPLOYEES RUNNING OR CAMPAIGNING FOR OFFICE

An employee who runs for office against or serves as a campaign manager against the supervisor in that employee's office must voluntarily resign if requested to do so by that supervisor.

ARTICLE XXVIII

LIMITATIONS/SAVINGS CLAUSE

Section 28.1

Should any federal or state law or regulation affect any provision of this Agreement, the provision or portion of the provisions so affected shall be void but the remaining provision of this Agreement shall continue in full force and effect. Whenever it shall appear that a provision or a portion of a provision is in conflict with a federal or state law or regulation, contact shall be made by either party to determine whether the affected provision or portion of a provision can be amended to conform to the conflicting law or regulation. If no agreement can be reached, the parties shall promptly enter into negotiations for the purpose of modifying the affected provision or portion of a provision so that it will conform to existing laws or regulations, eliminate the offending provision or portion of a provision, or agree to substitute provisions which are in conformity to law.

ARTICLE XXIX

HOLIDAY AND VACATION PAY FOR PART-TIME EMPLOYEES

Section 29.1

After three (3) years of continuous service, part-time employees working an average of thirty (30) hours or less per week but more than twenty (20) hours per week will receive, upon request, paid vacation time equivalent to the average amount of time worked per week in the six (6) months preceding the vacation. After ten (10) years of continuous service, employees working an average of twenty (20) hours per week shall be entitled to paid vacation time equivalent to two (2) weeks of the average amount of time worked per week in the six (6) months preceding the vacation.

Section 29.2

After three (3) years of continuous service, part-time employees working an average of thirty (30) hours or less per week will receive the same pay they would have received had they worked on a holiday when and only when that holiday falls on a work day such part-time employee is scheduled to work.

ARTICLE XXX

HIGHWAY DEPARTMENT

Section 30.1

The Highway Department shall have only the following three (3) classifications:

1. Foreman,
2. Assistant Foreman,
3. Maintenance Workers/Operators.

Section 30.2

The normal work-week consists of forty (40) hours of five (5) consecutive days, Monday through Friday, for the Highway Department from 7:00 a.m. to 3:30 p.m. with one-half (1/2) hour unpaid lunch. Starting time for a year may be changed by written mutual consent of both parties.

Section 30.3

The County agrees to supply the following uniforms, which shall be worn by the Highway Department personnel:

1. 11 sets of short sleeve shirts,
2. 11 sets of long sleeve shirts,
3. 11 sets of denim pants.

The uniforms are determined by the County Highway Engineer. However, the County agrees to allow the employees some input in the selection process. Employees shall ensure that all uniforms are exchanged as required.

Foot and Ankle Protection Policy

Washington County Highway Department maintenance workers are required to wear safety shoes or boots, in good condition, while in the performance of work.

A safety shoe or boot is considered to be a shoe or boot that meets or exceeds the ASTM F2413 Standard Specification for Performance Requirements for Protective (Safety) Toe Cap Footwear, with the upper extending to a point above the ankle. The footwear shall provide protection against impact and compression hazards.

The following is an example marking for footwear that meets the ASTM Standard:

ASTM F241348 M I/75 C/75

Workers are expected to wear safety shoes or boots as described in this policy from the beginning of their assigned shift until that shift ends. This requirement continues to apply while employees are working overtime or callouts.

Workers who have been instructed to wear safety shoes or boots and are found not in compliance with this policy shall be instructed to promptly obtain safety shoes or boots by their supervisor and will be allowed to use personal time off to obtain their safety shoes or boots.

Reimbursement

Employees that are required to wear safety shoes shall be paid an annual allotment up to two hundred dollars (\$200.00) per year for approved safety shoes purchased by the employee. The allotment will be paid in the month of January, through reimbursement by check the following month, after providing the original receipt for the purchase. New employees will be required to complete the probationary period prior to receiving the annual allotment

Section 30.4

Employees who are required to work over twelve (12) hours in one day will be provided with a meal allowance of twenty-five dollars (\$25.00) to be paid through reimbursement by check the following month.

Employees who have worked more than sixteen (16) hours in one day shall be allowed a continuous rest period of eight (8) hours before returning to work. If an employee is recalled to work without receiving a continuous eight (8) hour rest period, the employee will be paid, beginning when the employee returns to work, at the overtime rate that applied when the employee

was released from duty. For the purposes of calculating the rest period, the rest period shall begin when the employee is released from duty and end when the employee returns to work.

Section 30.5

Employees who are placed “on call” in anticipation of a call-out and are not called out will be paid an additional twenty-five dollars (\$25.00) per day.

ARTICLE XXXI

MISCELLANEOUS

Section 31.1 – UNIFORMS AND FOOTWEAR

The county shall provide uniforms and footwear at no cost to the employee(s) when the wearing of such uniforms and footwear is deemed necessary or proper by the supervisor of the department in which the employee(s) work.

Section 31.2

During the term of this Agreement the county will meet with representatives of the employees, on an annual basis, to evaluate the existing benefit plan(s).

Section 31.3

Health insurance benefits will not be provided by the County to any employee until six (6) months after the County’s next premium payment for newly hired full-time employees and until ninety (90) days after the County’s next premium payment for employees who were working part-time and are going into a full-time position. Health insurance benefits will not be provided by the County to any Seasonal Employee.

Section 31.4

The County shall provide to the employees a dental and vision plan and cover the life insurance premiums.

Section 31.5 Health Insurance

The County shall provide to the employees a health insurance plan equivalent to the coverage previously provided. The employee will be responsible for the five hundred dollar (\$500.00) deductible. Any increase in premium over five hundred fifty dollars (\$550.00) per month will be split equally between the employer and the employee. The Union and the County agree to continue to explore insurance options and attempt to reach a mutually agreeable solution after expiration of the current insurance plan. The County may reopen this section only during the change in insurance plan process.

Employees shall complete and return all forms in a timely fashion so that the County may explore other bids for insurance. The parties agree to establish a committee comprised of County and Union employees to allow employees to receive coverage yet allow the County to attempt to cut costs.

The employees agree to execute any release of information so that the County may verify with the insurance company, the service provider, or any other relevant party the amount of any deductibles paid.

Section 31.6

The employee will be paid mileage at a rate as established by County ordinance.

Section 31.7

Training and testing given by the Illinois Department of Revenue and the Illinois Property Assessment Institute and required to attain the Certified Illinois Assessing Officer (CIAO) designation will be paid by the County up to the first available testing period for each of the required courses.

Section 31.8

If the employee fails to meet the certification requirements at the first available testing period, any subsequent costs of training or testing will be borne by the employee.

Section 31.9

The County agrees to provide vaccinations to employees for Hepatitis and TB through the Washington County Health Department. The employee will have to receive the vaccinations on their own time.

ARTICLE XXXII

CLASSIFICATIONS AND WAGE RATES

For current Washington County employees moving to a new position, this would be considered a lateral move for the first six (6) months. During this period their pay will remain the same as their old position plus any pay increased for the old position. After the six (6) month period the employee is to receive 100% pay of the new position.

The following list shall denote the classifications agreed to by the parties, and the pay raises effective at the beginning of the Agreement, December 1, 2022, beginning December 1, 2023, and beginning December 1, 2024, for the respective calendar years.

Department	Classification	12/1/22	12/1/23	12/1/24
	Wage Increase	5%	4%	4%
County Clerk	Chief Deputy Recorder	\$20.06	\$20.86	\$21.69
	Deputy Election Authority	\$18.88	\$19.64	\$20.43
	Deputy Clerk	\$18.14	\$18.87	\$19.62
Sheriff's Department	Office Manager	\$20.06	\$20.86	\$21.69
	Custodian	\$18.15	\$18.88	\$19.64
Treasurer Department	Chief Deputy Treasurer I	\$20.06	\$20.86	\$21.69
	Deputy Treasurer II	\$18.88	\$19.64	\$20.43
Assessors Department	Chief Deputy Clerk	\$20.06	\$20.86	\$21.69
	Deputy Clerk	\$18.88	\$19.64	\$20.43
	Clerk II	\$16.89	\$17.57	\$18.27
	Field Person	\$19.27	\$20.04	\$20.84
States Attorney Department	Receptionist	\$18.14	\$18.87	\$19.62
Highway Department	Foreman	\$23.00	\$23.92	\$24.88
	Assistant Foreman	\$21.89	\$22.77	\$23.68
	Maintenance Worker	\$21.61	\$22.47	\$23.37
	Secretary	\$20.06	\$20.86	\$21.69
	Janitor	\$17.52	\$18.22	\$18.95
Animal Control	Assistant Warden	\$70.61	\$73.43	\$76.37

Date: February 14, 2023

By: David A. Meyer
Chairman of the County Board

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 702, AFL-CIO

Date: 2/22/2023

By: S. Hughart
Business Manager

By: [Signature]
Business Representative

APPROVED
INTERNATIONAL OFFICE - I.B.E.W.

5/3/2023
Kenneth Cooper,
International President
This approval does not make the
International a party to this agreement.