

Collective Bargaining Agreement

Between

St. Clair Road District

And

Laborers' International Union of North America

Local #459

Effective from:

April 1, 2017

To

March 31, 2022

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(St. Clair Road District)

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PREAMBLE

This agreement entered into by the St. Clair Road District hereinafter referred to as the "Employer," and Local Union No. 459 Laborers' International of North America, hereinafter referred to as the "Union," supersedes and cancels any and all previous agreements, whether written or oral, between the Employer and the Union or any individual, and concludes all collective bargaining between the parties for its term, unless otherwise provided in the Agreement or under law.

The parties agree they will not discriminate against any employee or job applicant because of race, color, creed, national origin, ancestry, age, sex, handicap, or any other situation, which may be covered by Federal or State of Illinois legislation. The parties shall further ensure and maintain a working environment free from harassment, intimidation and coercion at all sites and facilities at which the Union's members are assigned to work.

The Employer and the Union mutually agree that their objective is to set forth herein their entire agreement covering rates of pay and wages, hours of employment, and other conditions of employment; to promote the efficiency and productivity of employees in the Road District; and to provide for prompt and fair settlement of grievances without any work stoppages or any other activities which interfere with the operation of the Road District. It is the Employer's and the Union's desire to provide the people of St. Clair Road District, with the highest quality service by mutual agreement through good-faith negotiations.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and the agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE 1 RECOGNITION OF THE UNION

Section 1.01-Employees Covered. The Employer and the Union agree that for purposes of administration, this Agreement shall pertain to the full-time positions of Foreman and Crew Members in the Road District (as certified by the Illinois State Labor Relations Board on March 12, 2015, in case number S-RC-15-056.)

ARTICLE 2
SEPARABILITY AND SAVINGS CLAUSE

Section 2.01. If any article or section of this agreement or of any riders thereto should 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 pending a final determination as to its validity, the remainder of this agreement and of any rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

Section 2.02. In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section. If the parties are unable to reach agreement, the matter will be referred to the grievance procedure. The Arbitrator's authority shall be limited to choosing one of the parties' final positions.

ARTICLE 3
MANAGEMENT'S RIGHTS AND RESPONSIBILITIES

Section 3.01-Management's Rights. The Union recognizes that the Employer possesses the sole and exclusive right to operate and direct employees of the St. Clair Road District in all aspects, including, but not limited to all rights and authority granted by law or exercised by the Employer, except as expressly modified in this Agreement. Except as otherwise expressly stated herein, the policies of the Employer, including the St. Clair Road District are not to be considered a part of this Agreement. The rights and authority of the Employer include, but are not limited to, the rights to:

- A. determine its mission, policies and to set forth all standards of service offered to the public;
- B. plan, direct, control, assign and determine the operations or services to be conducted by its employees;
- C. determine the methods, means and personnel needed to carry out its mission;
- D. direct the entire work force, including the establishment of work standards;
- E. select and hire employees, schedule, assign and evaluate work;
- F. suspend, discipline or discharge employees for just cause and with due regard for the principle of progressive discipline when appropriate;
- G. lay off employees;
- H. make, publish, and enforce rules and regulations;
- I. introduce new or improved methods, equipment or facilities;

- J. contract out for goods and services to the extent permitted by this Agreement.

The Employer has the sole authority to determine the purpose and mission of the St. Clair Road District and the amount of budgets to be adopted thereto.

The Employer agrees that the management's rights enumerated above shall not be exercised for the purpose of evading or undermining this Agreement. Specifically, if the Employer exercises management's right (G.) as stated above, there will be absolutely no subcontracting of work by the St. Clair Road District of any kind while an employee is on lay-off status as defined by the terms of this agreement.

Section 3.02 – Subcontracting. The Employer and the Union recognize the right of the Employer to subcontract work to meet operational needs; provided, however, the Employer shall not subcontract work for the purpose of undermining the bargaining unit or evading the terms and conditions of this Agreement.

The Employer agrees that employees will not be laid off due solely to the Employer's subcontracting for services. Furthermore, no work shall be contracted out if any full-time bargaining unit employee(s) are in lay-off status.

Prior to subcontracting, the highway commissioner of St. Clair Road District will meet with representatives of the Union to advise them as to the extent and nature of the Employer's subcontracting when practical.

Section 3.03- Civil-Emergency Conditions. If it is determined by the National Weather Service that extreme civil-emergency conditions exist within St. Clair Township, including, but not limited to, civil disorders, tornado conditions, major flooding, or other similar catastrophes, the provisions of this Agreement covering working hours, overtime canvassing, job assignments and vacations may be suspended by the Employer for such time as is reasonably necessary for the Employer to respond to the extreme civil emergency, provided that the Employer complies with applicable state and federal law. With respect to the processing of grievances under this Agreement, all time limits for filing and responding to grievances will be extended for the duration of the suspension of normal operations. The Employer and the Union shall mutually agree on the resumption of said time limits.

Section 3.04-Foreman. The highway commissioner reserves the right to appoint a foreman whereas his/her appointee must be selected from the list of employees shown on "Appendix A" (or as amended) of this agreement; subject to acceptance thereof by the employee. In the event the highway commissioner elects not to appoint a foreman or all employees as previously described decline the position of foreman, it shall be the sole

responsibility of the highway commissioner to supervise the Road District employees "on-site" during all work projects being performed by the Road District.

Unless otherwise directed by the highway commissioner, the foreman will act on his/her behalf relative to managing the "on-site" work duties of the road employees. Foreman may perform work presently or previously performed by employees if foremen have historically performed such work.

The highway commissioner shall not perform work presently or previously performed by employees of the bargaining unit if any employee is laid off or if so doing would deprive an employee of an overtime opportunity.

In case of emergency, employees from the Road District will provide assistance to the Sewer Department, if such assistance is requested and subsequently approved by the highway commissioner. This practice will never be used to eliminate positions from the Sewer Department. Conversely, in case of emergency, the highway commissioner may enlist assistance from employees of the St. Clair Township Sewer Department. This practice will never be used to eliminate positions from the St. Clair Road District.

Section 3.05 – Volunteers. In the event of lay-off of Bargaining Unit employees, the Road District will not permit the use of volunteers to undermine the Bargaining Unit jobs. This includes the use of prisoners associated with law enforcement programs.

Section 3.06 – Discipline. Counseling and written warnings one (1) year old or older shall not be the basis for further discipline.

ARTICLE 4 UNION SECURITY

Section 4.01 – Dues Deduction. Upon receipt of a written, signed authorization form from an employee, the Employer will deduct the amount of Union dues set forth in such form and any authorized increases therein, and shall remit such deduction monthly to the Laborers' International Union of North America, Local #459, at the address designated by the Union in accordance with the laws of the State of Illinois. The Union shall advise the Employer of any increases in dues, in writing at least thirty (30) days prior to the effective date of such increase(s).

Section 4.02 - Dues. With respect to any employee on whose behalf the Payroll Clerk receives written authorization on a form agreed upon by the Union and the Employer, the Employer shall deduct from the wages of the employee the dues uniformly required and shall forward the full amount to the Union by the fifteenth (15th) day of the month following the month in which the deductions are made. The amounts deducted shall be in

accordance with the schedule to be submitted to the Payroll Clerk by the Union. Union dues will be deducted from the pay of an employee only upon signed, written authorization by the employee and shall be subject to revocation by him/her at any time by means of a separate signed, written order by the employee. Revocation of dues deduction by the employee shall be effective fifteen (15) business days after said signed authorization is given to the Payroll Clerk by said employee, and shall not apply to dues deducted prior to the effective date of revocation.

Should any employee revoke his/her authorization, he/she shall be eligible to request dues deduction by the Employer by submitting a newly completed, signed, written authorization.

Section 4.03- Fair Share. Any employee who is not a member in good standing of the Union or ceases to be a member in good standing of the Union shall be required to pay a fair share of the cost of the collective-bargaining process and contract administration in pursuing matters affecting wages, hours and other conditions of employment, but not to exceed the amount of dues uniformly required of members. All employees hired on or after the effective date of this Agreement who have not made application for membership shall, on or after the thirtieth (30th) day of their hire, also be required to pay a fair share as defined above.

The Employer shall deduct from the wages of any employee the fair-share financial obligation, as certified to the Employer by the Union, provided that the Union has certified in writing to the Employer, with sufficient and conclusive documentation, that:

- a. The employee has not applied for membership, or the employee is not a member in good standing and has been delinquent in his/her obligation to pay dues under this Article, or the employee has not paid his/her dues directly to the Union through means other than Employer check-off, for at least thirty (30) days, and;
- b. The Union has provided reasonable notification to the employee of his/her obligation under this Article, of the manner in which the Union has calculated the fair-share fee, and the Union's fair-share-objection procedure, and;
- c. The employee has been given a reasonable opportunity to pursue the fair-share-objection procedure.

The Employer shall forward the fair-share amount to the Union on the fifteenth (15th) day of the month following the month in which the deduction is made.

Any bargaining-unit employee, who objects to the fair-share amount, as determined by the Union, will be provided a copy of the Union's fair-share objection procedure. The Union's procedure for resolution of fair-share fee objections shall comply with all applicable federal and state law.

The fair-share provisions of this Agreement shall be applied so as to safeguard the associational and non-associational rights of employees to the extent and under the terms provided by applicable federal and state law.

Objections by an employee, or any difference or dispute between the Union and an employee concerning fair share, shall not be subject to the grievance procedure provided for in this Agreement. However, the grievance procedure shall be available for resolution of any difference or dispute between the Union and the Employer concerning the Employer's compliance with the provisions of this Article.

Section 4.04-Indemnity. The Union hereby indemnifies and agrees to save the Employer harmless against any and all claims, demands, judgments, suits, legal cost or other forms of liability (monetary or otherwise) that may arise out of, or by reason of, any action taken by the Employer for purpose of complying with the provisions of this Article.

Section 4.05-Cost of Administration. The Employer reserves the rights to negotiate with the Union over any costs incurred by the Employer in complying with this Article.

ARTICLE 5 UNION ACTIVITIES

Section 5.01- Nondiscrimination. Neither the Employer nor the Union shall discriminate against employees covered by this Agreement in a manner that would violate applicable law.

Section 5.02-Visits by Union Representatives. Accredited representatives of the Union may visit work sites during working hours by advance arrangement with the Highway Commissioner in cases where a claim is made that the provisions of this Agreement are not being followed. Such visits shall not interfere with the normal work duties of the employees. The Employer reserves the right to designate a meeting place or provide a representative to accompany a Union representative where operational requirements do not permit unlimited access.

Section 5.03-Union Activities. Employees shall not engage in Union activities during working hours, except provided herein. Provided that the efficient operations of the Employer allow, a unit representative will be permitted reasonable time away from his/her assigned job without loss of pay during working hours to:

- a. investigate, file and process grievances, in accordance with the provisions of the Grievance Procedure Article of this Agreement.
- b. transmit communications authorized by the Union or its officers to the Employer or the Employer's authorized representatives, and;
- c. consult with the Employer or its authorized representatives concerning the interpretation, application or enforcement of any provisions of this Agreement.

"Unit representative" shall be defined as an employee elected or appointed by the Union. The Union shall elect and/or appoint one (1) employee as unit representative, and one (1) employee as an alternate unit representative. The Union shall notify the Employer, in writing, as soon as such employees are elected or appointed. Said written notice shall be sent to the Highway Commissioner.

No employee, unit representative nor alternate unit representative shall leave his/her work to pursue any Union activity without first receiving permission from his/her Highway Commissioner. Such permission shall not be unreasonably denied. The undertaking of Union activities authorized by this Article shall not interfere with the efficient operation of the Employer.

Section 5.04-Union Leaves. An employee may periodically be given leave of absence of one week or less in duration without pay, but with no loss of seniority, for the purpose of attending Union meetings, conventions, or conferences. It is understood that requests for such leaves shall be made at least ten business days in advance. In no event shall such a leave of absence be granted when an employee's absence would interfere with the Employer's ability to conduct the operations of the Road District.

An employee may be granted an unpaid leave of absence of more than one week because of his/her duties as an elected or appointed officer of the Union without loss of seniority. Should the Employer grant such a leave of absence, the terms and conditions of such a leave will be mutually agreed upon by the Employer and the Union.

ARTICLE 6 NO STRIKES/LOCKOUTS

Section 6.01-No Strike. During the term of the Agreement, neither the Union nor its agents nor any employee, for any reason, will authorize, institute, aid, condone, or engage

in a slowdown, work stoppage, unauthorized absence, strike, picket, nor any other interference with the operations, statutory functions or obligations of the Employer.

Section 6.02-No Lockouts. During the term of this Agreement, in consideration for the promise by the Union and the employees it represents to refrain from the conduct prohibited by Section 6.01, neither the Employer nor its agents for any reason shall authorize, institute, aid, or promote any lockout of employees covered by this Agreement.

Section 6.03-Resumption of Operations. The Union agrees to notify all bargaining-unit employees and officers of the Union of their obligation and responsibility for maintaining compliance with this Article. The Union further agrees, in the event of action prohibited by Section 6.01, that it shall immediately act and request employees to return to work, and it shall use its best efforts to achieve a prompt resumption of normal operations. The Union, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

Section 6.04-Penalty. The Employer may discharge or discipline any employee who fails to carry out his/her responsibilities under this Article, subject to challenge by the Union under the Grievance Procedure of this Agreement. The failure to confer a penalty in any instance by the Employer is not a waiver of such right in any other instance nor is it a precedent. The failure of the Union to grieve any action taken by the Employer shall likewise not constitute a waiver nor set a precedent in any other instance.

Section 6.05-Judicial Restraint. Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event the Union violates this Article.

ARTICLE 7 GRIEVANCE PROCEDURE

Section 7.01-Definition. A grievance is defined as a dispute or difference of opinion between an employee or group of employees (with respect to a single common issue) covered by this Agreement and the Employer with respect to the meaning or application of a provision or provisions of this Agreement as written which involves, as to the grievant, an alleged violation of a provision of this Agreement. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with the highway commissioner, and having the grievance adjusted without intervention of the Union, provided the adjustment is not inconsistent with the terms of this Agreement.

A grievance shall be resolved in the following manner:

Section 7.02-Grievance Procedure Steps

Step 1-Verbal Step: The affected employee, and/or the Unit Representative, and/or Union Representative shall orally discuss the grievance with the Highway Commissioner with the objective of settling the matter informally. It is expressly understood that if a discussion with the Commissioner is intended to be the initiation of this grievance procedure, the employee, the unit representative, or the union representative on behalf of the employee, and the Commissioner will sign and date a Step-1 grievance form.

All grievances must be presented not later than five (5) business days after the occurrence of an incident giving rise to the grievance, or within five (5) business days of the first date the employee reasonably should have had knowledge of the first occurrence. The highway commissioner shall render an oral response to the employee within five (5) business days of the date the commissioner signs the Step-1 form.

Step 2-Mediation: If the grievance is not satisfactorily resolved at Step 1, it may be submitted for mediation within fifteen (15) business days after receipt of the Highway Commissioner's Step-1 response was due. The parties shall jointly submit a written request to the Federal Mediation and Conciliation Service (FMCS) requesting the services of a mediator for grievance mediation. The grievance mediation shall be held at a time and place mutually agreeable to the parties and the mediator in an attempt to satisfactorily settle the grievance.

Proceedings before the mediator shall be informal, and he/she will have the right to meet jointly and/or separately with any person or persons at the grievance-mediation conference. The mediator shall assist the parties in an attempt to reach voluntary settlement. If the parties reach a settlement, the settlement shall be reduced to writing and signed by all parties. If the parties fail to reach a voluntary settlement, the mediator shall issue an advisory opinion.

Step 3-Arbitration: If the grievance is not satisfactorily resolved at Step 2 in accordance with the grievance-mediation procedure, the Union may request in writing, within fifteen (15) business days after the mediator has issued an advisory opinion, that the grievance be submitted to binding arbitration. In the event the Union requests arbitration in writing, the parties shall jointly submit a written request to the FMCS to supply a list of seven (7) arbitrators. Nothing herein shall preclude the parties from meeting at any time after the list of arbitrators has been requested and prior to the convening of the hearing in a further attempt to resolve the dispute.

The Parties shall reach agreement upon an arbitrator within ten (10) business days after receipt of the list from FMCS. Both the Employer and the Union shall have the right to strike three (3) names from the list. Each party shall alternately strike a name from the list, with the Union striking the first name, the Employer striking the second name, and so on; until one name remains. The person whose name remains un-stricken from the list shall be the arbitrator.

Once the arbitrator has been selected, the parties shall jointly notify him/her in writing requesting that a hearing be held at the earliest date upon which the parties can mutually agree. Once a mutually agreed date is appointed, the parties shall jointly arrange for the services of a court reporter for the hearing.

Each party shall bear the expenses and fees of its representatives and witnesses. The parties shall share equally the expense and fees of the arbitrator, the court reporter, a transcript for the arbitrator, and the hearing room, if any. The arbitration hearing will be closed to the public and press. Each party shall be responsible for the cost of purchasing its own copy of the written transcript.

However, if the Union's grievance against the Employer is specifically for the Employer's violation of using sub-contractors while an employee(s) is on layoff status, all expenses, including but not limited to, expenses and fees of the Union's representatives and witnesses will be the responsibility of the Employer. Additionally, all expenses, including but not limited to, the expense and fees of the arbitrator, the court reporter, a transcript for the arbitrator, the hearing room, and the cost for purchasing a written transcript for the Union will be the responsibility of the Employer regardless of the arbitrator's decision.

Section 7.03-Authority of the Arbitrator. The arbitrator shall have no right to: neither amend, modify, nullify, ignore, add to, nor subtract from the provisions of this Agreement. The Arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement and the practice thereunder as submitted to him/her by the parties and shall have no authority to make a decision on any issue not so submitted to him/her. The arbitrator shall be without power to make decisions contrary to or inconsistent with applicable federal or state law. The arbitrator's decision shall be based solely upon his/her interpretation of the meaning or application of the specific terms and practices of this Agreement to the facts of the grievance presented. Consistent with these provisions the arbitrator shall have the authority to make an award and to order an appropriate remedy, if applicable. The award of the arbitrator shall be final and binding.

Section 7.04-Time Limits. Time Limits set forth in the Article may be extended by mutual agreement of the Union and the Employer. Failure on the part of the grievant to meet any time requirement shall be interpreted as terminating the grievance on a non-

precedent-setting basis. Failure of the part of the Employer to meet any time requirement shall allow the grievant to automatically use the next step of the procedure. The parties may agree to waive any step of the grievance procedure by mutual agreement.

In computing time limits under this Article, the first business day of any time limit shall be the first business day occurring after the occurrence or event giving rise to the grievance, or the business day on which the grievance is filed or appealed, or the business day on which a response, to be prescribed by a particular step, is given by the Employer; the last business day of that time limit shall be deemed to end at 3:30 PM on that business day.

Section 7.05-Employee Time Off. The Employer agrees to allow limited and reasonable time during regularly scheduled work hours for processing a grievance provided such time off does not interfere with the operations of the Employer.

Under no circumstances shall the processing of a grievance result in overtime compensation to any employee. The employee must obtain prior approval from the High Commissioner for any grievance-related time off. Approval will not be unreasonably denied.

Section 7.06-Business Day Defined. For the purpose of this Agreement, "business day" shall be defined as a day on which St. Clair Road District is open for regular business to the public, Monday through Friday, from the hours of 7:00 AM to 3:30 PM, excluding holidays as defined in Article 13, Holiday, of this Agreement.

ARTICLE 8 SENIORITY

Section 8.01-Seniority Defined. For the purpose of this Agreement, seniority shall be defined as an employee's length of full-time service on behalf of the Employer since his/her date of hire. The application of seniority shall be limited to the express provisions of this Agreement.

Section 8.02-Tied Seniority. Should any employee be tied with another in Local Union Seniority, the employee with the greater Road District Seniority shall be deemed the more senior employee for the purposes of this Agreement.

Section 8.03-Probationary Period. "Probationary employee" is defined as an employee who has been employed by the Employer for six (6) calendar months of full-time, non-temporary, continuous service or less since his/her date of hire.

During the probationary period, a probationary employee may be discharged, disciplined, laid off, or otherwise dismissed at the sole discretion of the Employer, with respect to which the employee shall have no recourse to review.

There shall be no seniority among probationary employees other than as expressly provided in the Section. After successful completion of the probationary period, an employee shall be granted seniority and added to the seniority list as of his/her date of hire.

Section 8.04-Breaks in Seniority. Any and all seniority and the employment relationship shall be terminated for the following reasons:

- a. If an employee is discharged, unless the discharge is reversed;
- b. If an employee retires, quits or resigns;
- c. If an employee is absent for three (3) consecutive work days without notifying the Employer, and does not give a satisfactory reason for failing to report;
- d. If an employee who has been laid off fails to return to work on the prescribed date after being properly notified to report to work, and does not give a satisfactory reason for failing to report;
- e. If an employee fails to return from an authorized leave of absence on the appointed date, and does not give a satisfactory reason for failure to report.
- f. If a non-probationary employee is laid off for a period of twenty-four (24) continuous calendar months, or during the term of this Agreement, whichever is longer.

Section 8.05-Layoff. The Employer at its sole discretion shall determine whether layoffs are necessary. In the event of layoffs, employees shall be laid off in the inverse order of his/her date of hire.

Section 8.06-Layoff Status and Recall. Employees who are laid off shall be considered on layoff status from the date on which they were laid off for a period of up to twenty-four (24) continuous months or be considered on layoff status until the contract expires, whichever is longer. During this period of layoff status, if there is a recall, employees who are still on layoff status shall be recalled, in the inverse order of their layoff. No new employee(s) shall be hired to the position from which an employee(s) were laid off until all employees who are on layoff status have been offered recall. However, employees on layoff status shall not be entitled to any accrual of seniority nor any form of compensation by the Employer during layoff status.

Employees who are eligible for recall shall be given fourteen (14) calendar days' notice of recall, for the sole purpose of giving a (14) day notice to another employer if he/she is working elsewhere while laid off at the road district. It is understood by both parties, if the employee is not working elsewhere at the time of recall he/she shall report back to work for the Road District within three business days of receiving a recall notice. Said notice of recall shall be sent to the employee by certified mail with a copy to the Union at which time the employee must notify the Highway Commissioner of his/her intention to return within three (3) business days after receiving notice of recall. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee on layoff status to provide the Highway Commissioner with his/her current mailing address.

If requested by the Highway Commissioner, an employee may return to work immediately (within 24 hours of request). If a laid-off employee accepts an immediate-return-to-work offer by the highway commissioner and subsequently returns to work, the Employer is not obligated to provide a written notice of recall by certified mail with a return receipt as described in the above paragraph.

Full time employees on layoff status in the bargaining unit will not be replaced by part-time employees. Additionally, the total combined hours worked by all part-time employees during a calendar year shall not exceed two thousand (2000) hours. Furthermore, probationary full-time employees whose employment is terminated prior to the conclusion of their probationary period will be considered to have been a part-time employee and all hours worked will count toward the two thousand (2000) hours allowable for part-time employees.

Specifically, as stated in Section 3.01, whereas the employer agrees that the management's rights shall not be exercised for the purpose of evading or undermining this Agreement, a repeated practice of hiring then terminating employment of probationary employees prior to the conclusion of his/her probationary period will therefore be considered evading or undermining the terms of this Agreement. If it is determined through the grievance procedure the Employer has abused this management right, the first affected individual will be granted immediate full-time employment upon acceptance thereof. If the first affected probationary employee declines employment the second affected individual will be afforded the same employment opportunity; and so on until someone accepts employment or all affected individuals decline.

Section 8.07-Seniority List. Seniority of employees covered by this Agreement shall be in accordance with Appendix A of this Agreement. Said Appendix A shall fully resolve any and all questions of seniority affecting employees covered under this Agreement.

The Employer shall maintain and keep current said seniority lists in Appendix A. Any and all revisions to Appendix A shall be sent to the assigned Union Representative of the bargaining unit.

Section 8.08-Cross Training. All employees in the bargaining unit will be given the opportunity to be trained in all aspects of the work performed by the Road District.

ARTICLE 9 HOURS OF WORK

Section 9.01-Work Periods. The work week shall be between 12:01 AM Monday and midnight the following Sunday. The regular work day will be 7:00AM to 3:30 PM; Monday through Friday. Employees will be allowed two (2) fifteen (15) minute breaks each day. Employees are guaranteed a minimum of forty (40) hours of work during any work week in which the employee is required to work.

Section 9.02-Meal Periods. Employees shall be entitled to an unpaid one-half hour lunch period at or near the middle of each shift of six (6) hours or more.

ARTICLE 10 OVERTIME

Section 10.01-Overtime Compensation. The Employer will determine when and if overtime is needed and the number of employees needed to complete the job. Overtime work must be authorized by the Highway Commissioner. Although it is the desire of both "Parties" to provide the people of the St. Clair Road District with the highest quality of service, overtime will not be mandatory.

Overtime will be compensated at the rate of one and one-half (1-1/2) times the base rate of compensation for overtime performed Monday through Saturday. Overtime will be compensated at double the base rate of pay for work performed on Sundays and Holidays. Overtime compensated for employees will be given for all hours worked in excess of eight (8) hours in a work day.

No fringe benefits, other than those mandated by state or federal law, shall accrue due to overtime hours worked.

Section 10.02-No Pyramiding. Premium compensation shall not be paid more than once for the same hours under any provision of this Agreement.

Section 10.03-Call-Outs. If called in to work or if required to attend a mandatory meeting, employees shall receive no less than two (2) hours pay at the standard overtime rate, unless the time required for any such work or meeting is contiguous with the regular work day; in which case the employee will be compensated only for time worked or time required for a mandatory meeting. When called for an emergency, the Employer reserves the right to require the employee to actually work the two (2) hours for which he/she is paid, provided the work performed is related to the emergency at hand, or another emergency occurring while the employee is on duty. Any employee working more than the initial two (2) hours will be paid for a minimum of four (4) hours; and employees working more than four (4) hours will be paid for actual time worked. Refer to Section 10.08 for "Call-Out" start times.

Employees who are called out on a holiday designated in Section 13.01 (Designated Holidays) of this Agreement shall be compensated at the holiday rate.

Call-outs will be assigned in accordance with the overtime canvassing procedure set forth in Section 10.06 of this Article.

Section 10.04-Recording Overtime. Records of overtime of employees shall be prepared by the Highway Commissioner and submitted for payment.

Section 10.05-Rest Periods. Any employee who works sixteen (16) continuous hours, excluding non-paid lunch periods, shall, upon release from work, be entitled to a six (6) hour rest period before he/she returns to work. If this rest period extends into an employee's regularly scheduled working hours, the employee will be excused from duty with compensation during that part of his/her shift in which the six (6) hour rest period occurs.

Section 10.06-Overtime Canvassing. When canvassing employees for overtime or call-outs, employees shall be canvassed in batting order rotation, beginning with the most senior employee on the overtime list. If sufficient employees do not accept the overtime, the Employer will assign the overtime to a qualified employee with least seniority. Subsequent canvasses shall begin with the employee next on the list following the employee who last worked the overtime.

Section 10.07-On Call. The Highway Commissioner shall have the right to put any number of employees "on call" during off-duty hours. "On Call" for the purpose of this agreement shall mean an employee deemed to be on "on call" status must be ready to report to work immediately if directed by the highway commissioner. Examples of employees put "on call" include, but not limited to, severe weather forecast for snow, ice, heavy-rain storms, etc. An employee "on call" will be entitled to one (1) hour of pay at straight time or compensatory time for each eight (8) hour period or partial period thereof whether they are called out to work or not. If an employee "on call" is called out to work

he/she will be subject to the conditions outlined in Section 10.03 above and Section 10.08 below. If an employee "on call" is called out by the highway commissioner but fails to report to work, he/she forfeits the compensatory time/pay they would have otherwise earned. Employees may accrue up to a maximum of forty (40) hours of compensatory time.

Section 10.08-Response Time to Call Outs. When an employee is "Called Out" to work their time begins upon notification of the "call out" provided he/she reports to work within one (1) hour of notification. If the employee fails to report to work within one (1) hour of notification, their time begins one (1) hour prior to when he/she actually reports to work.

When an employee "On Call" is "Called Out" to work their time begins upon notification of the "call out" provided he/she reports to work within thirty (30) minutes of notification. If the employee fails to report to work within thirty (30) minutes of notification, their time begins thirty (30) minutes prior to when he/she actually reports to work.

ARTICLE 11 LEAVE OF ABSENCES

Section 11.01-Unpaid Leave. An employee, upon written request and with the approval of the Employer, may be granted a leave without pay subject to prior approval by the Highway Commissioner. A written request must include a statement of the employee's intended use of the leave and the date he/she shall return from leave. A leave as defined herein is a period of time up to but not exceeding six (6) calendar months duration. Unpaid leave may be granted or extended by the Employer at its sole discretion, and approval or denial shall not be subject to the grievance procedure

With the exception of Jury of Bereavement Leaves, or Special Leave (as provided for in Section 11.04, Paragraph A of this Article,) no vacation, sick leave, holiday nor any other benefits shall accrue during a leave of absence from work during which the regular rate of pay is not accruing, unless otherwise agreed. Further, no seniority shall accrue during a leave of absence of one (1) month or longer, unless otherwise agreed. Computation of benefits for accrued sick leave or vacation will not be granted during the time of leave, unless otherwise agreed.

Section 11.02-Jury Leave. An employee called for jury duty shall be excused from work for days on which he/she is being required to be available for such duty, and shall be paid his/her regular pay for such days and the payment he/she receives for jury service shall be remitted to the Payroll Clerk. The employee shall be entitled to retain any expense allowance paid by the court for such time.

An employee who is called for jury duty shall notify his/her highway commissioner on the next regularly scheduled working day after he/she receives the notice for duty.

Section 11.03-Bereavement Leave. In the event of the death of an employee's spouse; child; step-child; parent; step-parent; sibling; half-sibling; grandparent; or the spouse's grandparent; parent; sibling; half-sibling; the employee shall be granted up to five (5) consecutive work days off with pay. The Employer may reasonably request proof of death and of the relationship in question. Leave time granted under this section shall include the date of the funeral. Bereavement leave for any relative of the employee or employee's spouse not mentioned above may be granted by the highway commissioner for a specified amount of time with pay at the discretion of the highway commissioner.

Section 11.04-Special Leave.

- a. In the event of extreme and unusual conditions, the Employer may authorize an employee to be absent with pay for personal reasons for a period not to exceed five (5) working days in any calendar year, provided that vacation time to which the employee may be entitled has been exhausted. Should a holiday designated in Section 13.01, Article 13 (Holidays), occur during said leave, said leave will not be deemed extended by such holiday, nor shall the employee be eligible for any additional compensation whatsoever due to the holiday occurring during said leave.
- b. The Employer may authorize special leaves, with or without pay and with or without any or all benefits, for any period or periods not to exceed one (1) calendar year for purposes that are deemed by the Employer to be beneficial to it, provided that vacation time and any time off to which the employee may be entitled have been exhausted. As a condition of such leave being granted, any and all benefits to which the employee may be entitled during such leave will be expressly agreed to in writing by the Employer and the Union. Should a benefit not be expressly provided for in writing in such agreement, the employee shall not be entitled.

Section 11.05-Military Leave. An employee, who is a member of a reserve unit of the Armed Forces of the United States, or of the Illinois National Guard, shall be granted military leave in accordance with applicable law.

Section 11.06-Maternity Leave. Employees shall be granted maternity leave in accordance with applicable state and federal law.

ARTICLE 12
SICK/PERSONAL LEAVE

Section 12.01-Sick/Personal Leave Accumulation. Sick/Personal leave is defined as an allotment of paid sick/personal leave to be used in case of sickness, disability or personal situation, which renders an employee unable to perform the duties of his/her position. Accumulated sick/personal leave is defined as unused sick/personal leave that has accrued, up to a maximum of nine hundred and sixty (960) hours of leave time at any one time.

Sick/personal leave may be used for illness, disability or injury of the employee, appointments with doctors and/or other professional medical practitioners. This time may also be used in the event of illness, disability, or injury to the employee's immediate family members. Employees will accumulate eight (8) hours of sick/personal leave for each full calendar month of continuous, full-time service for the Employer during which the employee is receiving his/her regular rate of pay.

Employees are eligible to use annual sick/personal leave only after it has been credited to their records. An employee shall start to accumulate sick/personal leave upon successfully completing twenty five (25) work days of full-time employment.

Employees shall accumulate sick/personal leave while working or while off work due to the following reasons: A) a holiday as provided for under this Agreement; B) approved sick leave; C) vacation; D) workers' compensation; E) personal time off; F) authorized leave of absence with pay; and G) authorized leave of absence without pay if provided for under this Agreement, or by applicable law, or if mutually agreed to.

Section 12.02-Eligibility Requirements. Any employee who has contracted or incurred and is suffering from any non-service, connected sickness or disability, excluding sickness or disability resulting from an employee's employment for an entity other than the Employer; which renders them unable to perform the duties of their position, shall be eligible to receive paid sick/personal leave. This also includes periods during which the employee is under an enforced quarantine in accordance with community health regulations due to exposure to a contagious disease as determined by a licensed medical physician's order.

Section 12.03-Sick/Person Leave Pay. The rate of sick/personal leave pay shall be the employee's base rate of compensation in effect for the employee's regular job at the time the sick/personal leave is being taken.

Section 12.04-Sick/Personal Leave Notification. It is the responsibility of each employee requesting paid sick/personal leave to notify the Highway Commissioner. Employees

who are requesting paid sick/personal leave shall notify or cause notification to be made to the Highway Commissioner before the beginning of their work day.

In the event no sick/personal leave notification is made in accordance with this Section, the employee's absence shall be considered and handled as an absence without pay, unless the employee can later substantiate and document that it was impossible to make or cause such notification to be made.

Sick/personal leave notification must be made for each work day that sick leave is being requested, unless this requirement is expressly waived by the Employer.

Section 12.05-Certification of Sick Leave. In order to be eligible for sick leave, an employee, upon returning to work, must present to the Highway Commissioner a statement from a reputable physician stating that the absence from work was required due to one of the reasons set forth in Section 12.02 (Eligibility Requirements.) Such statement will apply to employees absent from work for three (3) or more consecutive work days. The physician's statement presented to the Highway Commissioner shall state the following: A) that the employee's absence was necessary; and B) that the employee is now fit to return to work.

Section 12.06-Minimum Increments. Sick/personal leave shall not be taken nor charged in the increments of less than one (1) hour for the first hour. The employee will be charged for the actual time utilized (to the closest quarter hour) for any sick leave which is more than an hour but less than a day.

Section 12.07-Sick Leave Bank. Employees of the Road District will participate in a sick leave bank to give and receive sick leave hours, when necessary, from other employees.

Section 12.08-Light Duty. Light duty work shall be made available to employees when necessary, but need not include duties that are normally performed by the employee.

Section 12.09-Personal Leave. An employee may use up to five (5) sick days per year as personal leave.

ARTICLE 13 HOLIDAYS

Section 13.01-Disgnated Holidays. Employees covered by this Agreement will receive time off with pay for the following holidays:

New Year's Day
Abraham Lincoln's Birthday
Good Friday

Martin Luther King, Jr. Birthday
President's Day
Memorial Day

Independence Day
Columbus Day
Thanksgiving Day
Christmas Eve

Labor Day
Veteran's Day
Thanksgiving Friday
Christmas Day

The above-mentioned holidays shall normally be observed on those dates designated by either the State of Illinois or the St. Louis Federal Reserve Bank. If a holiday falls on a Saturday, it will be observed on the previous Friday. If a holiday falls on a Sunday, it will be observed on the following Monday.

Section 13.02-Pay for Unworked Holidays. Eligible employees who are not assigned to work on a holiday as designated in this Article shall receive holiday pay computed at their straight-time base rate of compensation for the number of hours for which they are normally and regularly schedule to work, up to a maximum of eight (8) hours.

Section 13.03-Pay for Worked Holidays. Eligible employees who work on a holiday designated under Section 13.01 of the Agreement shall be paid for those hours worked at double the base rate of pay.

ARTICLE 14 VACATION

Section 14.01-Eligibility. Non-probationary employees covered by this Agreement shall earn paid vacation leave based upon straight-time hours worked. Employees shall be eligible to take vacation leave after six (6) months of continuous employment with the Employer. Upon successfully completing the probationary period, an employee will be credited with vacation from his/her date of hire. No employee on a leave of absence shall earn vacation leave, unless otherwise provided for in this Agreement.

Section 14.02-Accumulation Rate. Eligible employees will accumulate vacation leave time in accordance with the following schedule:

- a. from successful completion of probationary period until completion of eighteen (18) months of continuous service: employees shall receive forty (40) hours per year.
- b. after completion of eighteen (18) months of continuous service: employees shall receive eighty (80) hours per year.
- c. after completion of three (3) years of continuous service: employees shall receive one hundred twenty (120) hours per year.

- d. after completion of ten (10) years of continuous service: employees shall receive one hundred sixty (160) hours per year.
- e. after completion of twenty (20) years of continuous service: employees shall receive two hundred (200) hours per year.

Section 14.03- Request for Vacation. Employees will be granted vacation upon request provided the highway commissioner is given a minimum forty-eight (48) hour notification of said request. No more than three employees will be allowed to take vacation on any given day unless otherwise approved by the highway commissioner. Furthermore, requests for vacation will be in accordance with Section 14.04 of this Article.

Section 14.04-Scheduling of Vacation. The Highway Commissioner shall notify the Road District employees on or about September 15th of each year that in order to qualify for vacation time of their choice, they must submit in writing their choice for vacation allowance with two (2) alternate periods on or before December 15th. Vacation periods will be granted on the basis of seniority. Anyone wanting to file a request for a specific period loses the right to exercise his/her seniority after December 15th of each year.

Section 14.05-Holidays during Vacation. If a holiday designated in Article 13 of this Agreement occurs during an employee's approved vacation, the holiday shall be considered as a paid holiday and shall not be deducted from the employee's accrued vacation leave.

Section 14.06-Usage. Employees may carry unused vacation from one calendar year to the next. Vacation leave shall normally be scheduled in increments of one (1) calendar week. However, employees may take vacation leave in one quarter (1/4) hour increments.

Section 14.07-Vacation Pay. The rate of vacation pay shall be the employee's base rate of compensation in effect for the employee's regular job at the time the vacation is being taken.

Section 14.08-Salary in Lieu of Vacation. Salary in lieu of vacation earned, but not taken, shall be limited to one (1) pay period per calendar year and shall be paid at the regular wage rate in effect that year. Pay for unused vacation time must be requested and paid by December 31st, or the vacation time will carry over to the next year.

ARTICLE 15
TUITION REIMBURSEMENT

Section 15.01-Tuition Reimbursement. Subject to annual appropriation, the Employer will reimburse an eligible employee for the cost of fees and tuition incurred by the employee for undertaking job related studies. In order to be eligible for reimbursement by the Employer, the following requirements must be satisfied:

- a. The Employer shall determine and approve whether the course of study is relevant and beneficial to the employee's employment with the Employer, provided that approval is made in a manner that does not illegally discriminate against an employee;
- b. The employee must obtain approval from the Highway Commissioner before enrolling in the class;
- c. Any college or junior college class must be taken at a public university, college or junior college within the State of Illinois unless otherwise authorized by the Employer, and;
- d. The employee must regularly attend and successfully complete the course of study.

Successful completion of a course of study is defined as completing and passing all course requirements with an overall grade of "C" or above.

Subject to the Employer's authorization, vocational education classes and other job-related studies not offered at a public school in Illinois may be taken by an employee with fees and tuition reimbursed by the Employer,

Should the employee's employment relationship terminate with the Employer, for any reason other than layoff or discharge, within one year of he/she being reimbursed for any and all fees, tuition or other amounts paid by the Employer, he/she shall reimburse the Employer for all said amounts prior to receiving his/her final paycheck. The employee authorizes the Employer to take any action, including but not limited to deducting said amounts due from the employee's pay, in order to recover said amounts.

The Employer will not pay for books, rental of books, nor any supplies associated with studies undertaken by the employee.

Once an employee has attained a Bachelor's degree, or has been reimbursed by the Employer for the number of courses or credit hours equal to those required for a

Bachelor's degree (regardless of whether or not the employee has attained a Bachelor's degree), he/she shall not be eligible for any additional reimbursement by the Employer for tuition, fees or related expenses.

Section 15.02-Reimbursement Procedure. In order to be eligible for reimbursement, the employee shall provide the Highway Commissioner with a listing of courses he/she wishes to attend and the cost of such courses. The employee may be required to provide the Highway Commissioner with a written course description, a breakdown of costs associated with completing the course and/or other documentation requested. The Highway Commissioner will provide written approval or denial of the request. If the request is approved, the employee shall sign a statement, as furnished by the Employer, stating the amount of payment requested for reimbursement and/or other documentation as required.

In order to receive reimbursement, the employee shall submit to the Highway Commissioner an expense voucher as furnished by the Employer, accompanied by a written receipt of payment and a copy of the grade report from the educational institution. The Highway Commissioner will attach the required documentation to a purchase order and forward it to the Payroll Clerk so that reimbursement can be made to the employee.

ARTICLE 16 GENERAL PROVISIONS

Section 16.01-Termination of Employment. Employees who voluntarily leave the service of the Employer for any reason shall receive all pay outlined in this Section, which may be due them with the following qualifications:

- a. Unused Leave: Employees who have accrued unused vacation time will receive cash in lieu of leave as part of their final pay, based upon their base rate of compensation in effect at the time of termination.
- b. Fringe Benefits: Sick/Personal leave, vacation, insurance, retirement, and any and all other benefits shall cease to accrue at the end of the business day on the date of an employee's termination. An employee shall be paid for all unused vacation time accrued by him/her with their final paycheck. Additionally, if termination is a result of extended layoff or discharge the employee will be entitled to receive a cash settlement for all unused sick/personal leave.

- c. Reimbursement of Amounts Owed: An employee who owes any money to the Employer, at the time of said employee's separation, shall have his/her final pay applied against the account of whatever amount may be needed to satisfy said amount owed, and shall be given a receipt for the money credited. Partial settlement of an account by application of final pay shall not release the employee from any balance remaining due.
- d. Reimbursement of Educational Expenses: Reimbursement for educational fees, tuition, and related expenses paid by the Employer shall be in accordance with Article 15 of this Agreement.
- e. Employer Property: All Employer-owned equipment or property in the possession of any employee must be accounted for and returned undamaged, except for ordinary wear experienced, otherwise Subsection C above shall apply.
- f. In Case of Death: Should termination be caused by the death of an employee, the legal heir(s) of said employee will be entitled to receive payment for that vacation to which the employee was entitled; provided said heir(s) provide sufficient documentation to the Employer of their status as the employee's legal heir(s).

Section 16.02-Safety. The Employer and the Union will cooperate in their continuing objective to eliminate accidents and safety hazards. The Employer agrees to provide a safe workplace for employees and to issue instructions covering safe working practices and to make available necessary equipment to protect employees against known hazards. It is the obligation of employees to follow instructions covering safe work practices and to use protective equipment furnished by the Employer. Employee safety concerns will be referred to the Safety Committee who will meet and discuss the issues raised. The Safety Committee will then address their concerns to the Highway Commissioner.

Section 16.03-Work Clothing. The Employer shall provide employees in the Road District with work clothing. It shall also be the responsibility of the Employer to launder said clothing. It shall be the responsibility of said employees to demonstrate reasonable care for said work clothing. The employees shall be obligated to wear the uniforms, wet gear and rubber boots that are provided.

The Employer reserves the right to determine the manner in which this work clothing is provided, to select a rental service or vendor, and to select the style and color of the work clothing.

All employees who are provided with work clothing are required to wear said clothing and report to work with them being clean and neat in appearance.

All clothing provided by the Employer will remain the property of the Employer. Upon separation of employment, all clothing must be returned (or paid for) by the employee. Should the employee fail to return or reimburse the Employer for any clothing as provided under this Article, the amount owed shall be deducted from the employee's final paycheck.

Section 16.04-Work Boots: The Employer will provide work shoes for each employee, at the discretion of the employee, on a yearly basis; not to exceed \$225.00. Any additional cost will be the responsibility of the employee.

Section 16.05-Equipment/Vehicles. Employer-owned vehicles are intended for use in the conduct of Employer business.

Section 16.06-Certifications. The fee for renewal of employee's CDL and/or other certifications shall be paid by the Road District.

Section 16.07-Expense Reimbursement. Employees who incur authorized business expenses as assigned by the Employer shall be reimbursement in accordance with the following:

Mileage Reimbursement for Personal Vehicles: Employees will be reimbursed for mileage in accordance with IRS regulations.

Meals: Employees shall be reimbursed for their costs of meals in the following maximum amounts:

Breakfast	\$10.00 per meal
Lunch	\$10.00 per meal
Dinner	\$30.00 per meal
Gratuity	\$20% of meal cost

In the event meeting, seminar, training or conference fees include meal provisions which are paid by the Employer, the above mentioned maximum amounts shall not be paid by the Employer.

Employees are required to submit written receipts for any and all expenses in order for reimbursements to be made by the Employer.

Section 16.08-Safety Glasses. The Employer shall provide safety glasses for employees in accordance with article 1910.133 of the Occupational Safety and Health Standards.

Additionally, the Employer shall provide each employee whose position requires prescription safety eyewear with one pair of such glasses purchased by the Road District at the Road District's vendor of choice once every two (2) years. For the purpose of this agreement, prescription eyewear is defined as eyewear which must be worn by the employee at all times because of impaired vision or specifically required for operating a motorized vehicle; not magnifying spectacles commonly used for reading.

Section 16.09-Personal protective Equipment. The Employer shall provide and maintain all necessary personal protective equipment for employees.

Section 16.10-Bulletin Boards. The Employer shall provide space on bulletin boards for posting Union notices.

Section 16.11-General Facilities. The Employer will provide adequate facilities for breaks, storage of equipment and clean up.

Section 16.12-Residency. Employees will not be required to live within the boundaries of St. Clair Township.

Section 16.13-Communications Equipment. Any communication expenses including, but not limited to, cell phones, two way radios and other such devices shall be provided by and paid for by the Road District.

ARTICLE 17 HEALTH AND WELFARE

Section 17.01-Health, Prescription, Dental and Vision Insurance. It is specifically agreed that, for the term of this Agreement, the Road District will pay 100% of the applicable premium for the employee, their spouse, child and/or family for those employees hired prior to January 1, 2014. For employees hired on or after January 1, 2014 the Road District agrees to offer and pay 100% of the applicable premiums for the employee only.

Section 17.02-Life Insurance. During the term of this Agreement, the Employee will pay the premium cost of life insurance for employees if they so choose to participate in the Employer's life insurance program for employees.

Section 17.03-General Insurance Provisions. The following general provisions shall apply to the insurance program contained in this Article:

- a. With respect to all insurance coverage provided to full time employees, the Employer retains the right to change insurance carriers or self-insure all or any portion of the benefits as long as the level of benefits and deductibles remains the same or better; subject to mutual agreement between both parties;

- b. A difference between an employee or his/her dependent(s) or beneficiary and the insurance carrier(s) or the processor of claims shall not be subject to the grievance procedure provided for under this Agreement;
- c. The failure of any insurance carrier(s) to provide any benefit for which it has contracted shall result in no liability to the Employer nor to the Union; nor shall such a failure be considered a breach by the Employer nor the Union of any obligation undertaken under this or any other agreement. Nothing in this Agreement, however, shall be construed to relieve any insurance carrier(s) from any liability it may have to the Employer, Union, employee, and dependents of the employees or beneficiary of any employee. The terms of any contract or policy issued by an insurance carrier(s) shall be controlling in all matters pertaining to benefits thereunder;
- d. Nothing in this Section 17.04 is intended to reduce the obligations of the Employer or the insurance carrier(s) with respect to established benefits under the insurance contract or policy;
- e. At the time of this agreement the Employer provides insurance benefits to the employees of the Road District through "Healthlink". Healthlink's State of Illinois Benefit Plans, provides insurance to the employees with the Local Government Health Plan; Group No. 160001. The current two (2) year contract with Healthlink, due to expire on June 30, 2018, and any subsequent expiration dates during the term of this agreement, are subject to the following:

Upon expiration of the contract with Healthlink, the Employer reserves the right to secure alternative insurance for the employees, provided the benefits, deductibles, co-pay and general out-of-pocket expenses to the employees are equal to or better than those currently provided by Healthlink; subject to mutual agreement between both parties. Unless the Employer notifies the Union or the Union notifies the Employer of a desire for an insurance policy change, the insurance provider and benefits will remain the same for an additional two (2) years.

In the event the state of Illinois terminates Healthlink as an insurance provider or the Employer has a desire to secure a new policy, the Union shall notify the Employer of its desire to bargain over the impact of policy cancellation or the securing of a new policy by the Employer. The Employer agrees to begin impact negotiations immediately. Should an impasse arise in such negotiations, the Union shall have the right to resort to economic action, Article 6 notwithstanding.

- f. The St. Clair Road District shall continue to make available to all employees hired prior to January 1, 2014 who retire after at least eight (8) years of employment

with the Road District, medical insurance benefits through its group medical insurance carrier. The Road District will pay for one (1) year of said medical insurance benefits for each four (4) years of employment, not to exceed a total of five (5) years of medical insurance benefits. Said benefits shall only be available to retired employees; said paid benefits shall not be available to dependents of said employees. Said benefits shall be available to said retired employees until such time as they qualify for Medicare.

Section 17.04-Pension. Pension benefits and requirements for full time employees covered by this Agreement shall be provided for under the Illinois Municipal Retirement Plan.

Section 17.05-Deferred Compensation. The deferred compensation 457(b) plan is optional to all employees.

ARTICLE 18 WAGES

Section 18.01-Wage Increase. All covered employees will receive fifty (50) cents per hour wage increase effective January 1, 2018; fifty (50) cents per hour increase effective January 1, 2019; fifty (50) cents per hour increase effective January 1, 2020; fifty (50) cents per hour increase effective January 1, 2021; and fifty (50) cents per hour increase effective January 1, 2022. The Road District Foreman will receive an additional \$1.00 per hour. Probationary employees shall receive eighty percent (80%) of the base rate of pay for the first six months of continuous full time employment. After completion of the six (6) month probationary period, the employee shall receive ninety percent (90%) of the base rate of pay. After twelve (12) months of continuous full time employment, said employee shall receive one hundred percent (100%) of the base rate of other employees in the bargaining unit. Listed below are the following pay increases for the duration of this Agreement:

Effective 1-1-18	\$29.25
Effective 1-1-19	\$29.75
Effective 1-1-20	\$30.25
Effective 1-1-21	\$30.75
Effective 1-1-22	\$31.25

Employees shall be paid on the fifteenth (15th) and last day of each month. In the event that the fifteenth (15th) or the last day of the month falls on a Saturday or Sunday; the employees will be paid on the preceding Friday. In the event the fifteenth (15th) or the last day of the month falls on a holiday as defined in Article 13, Section 13.01; the employees will be paid on the preceding business day.

Base pay for each pay period shall be eighty eight (88) hours.

**ARTICLE 19
DEFINITIONS**

For the purpose of this Agreement, the following definitions shall apply to terms used in it:

BARGAINING UNIT shall mean those employees holding the positions in the St. Clair Road District in accordance with the Recognition Article of this Agreement.

BASE WAGE, RATE OF PAY shall mean the base, hourly, straight-time rate of compensation, excluding any fringe benefits or rates other than those required by law.

EMPLOYEE shall mean a bargaining-unit employee employed in one of the positions listed in the Recognition Article of the Agreement on a full time basis.

FULL-TIME shall be defined as normally and regularly employed by the Road District forty (40) hours weekly.

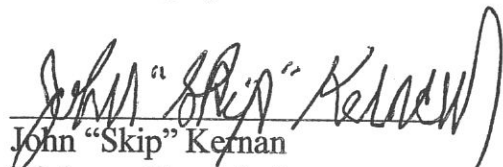
REGULAR, as used to describe a bargaining-unit employee or job position, shall be defined as non-probationary.

**ARTICLE 20
TERM OF AGREEMENT**

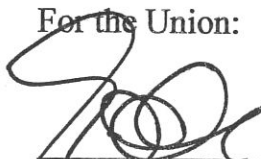
This Agreement shall be effective as of April 1, 2017 and shall remain in full force and effect until March 31, 2022, and shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing one hundred twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event such notice is given, negotiations shall begin no later than ninety (90) days prior to the anniversary date. This Agreement shall remain in full force and effect during the entire period of negotiations or mediation for a modification of this Agreement, and shall automatically be extended until such time as a new or modified Agreement is approved by both parties.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 3/17 day of March, 2017.

For the Employer:


John "Skip" Kernan
Highway Commissioner

For the Union:


Eric Oller
Business Manager

APPENDIX A

**Local Union Seniority
St. Clair Road District**

<u>EMPLOYEE</u>	<u>SENIORITY DATE</u>	<u>LOCAL UNION SENIORITY DATE</u>
Dean Koopmann	4-16-1997	4-1-2015
Michael Greenfield	5-16-2000	4-1-2015
Jeff Harris	1-2-2008	4-1-2015
John Tiernan	1-16-2014	4-1-2015
John Sambo	6-19-2015	12-31-2015