

CHAUFFEURS, TEAMSTERS, WAREHOUSEMEN AND HELPERS  
LOCAL UNION NO. 525

INTERNATIONAL BROTHERHOOD OF TEAMSTERS  
ALTON, ILLINOIS

AND



FILED

FEB 13 2009

*Michelle J. Gray*  
MACOUPIN COUNTY CLERK

MACOUPIN COUNTY, ILLINOIS, A BODY POLITIC,  
HIGHWAY DEPARTMENT MAINTENANCE WORKERS

located in the

jurisdiction of

TEAMSTERS LOCAL UNION NO. 525

-PERIOD COVERED-

SEPTEMBER 1, 2008 THROUGH AUGUST 31, 2012

CHAUFFEURS, TEAMSTERS, WAREHOUSEMEN AND HELPERS  
LOCAL UNION NO. 525

And

Macoupin County, Illinois, A Body Politic,  
Highway Department Maintenance Workers

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-Period Covered-

September 1, 2008 Through August 31, 2012

**PREAMBLE**

~~This Agreement is entered into by Teamsters, Chauffeurs and Helpers~~  
Union Local No. 525, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union, and Macoupin County, Illinois, a body politic, hereinafter referred to as the Employer, after engaging in collective bargaining pursuant to the Illinois Public Labor Relations Act (Ill.Rev.Stat., 1985, Ch. 48, 1601, et. seq.) for the purposes of promoting harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

**ARTICLE 1****RECOGNITION**

## Section 1. Unit Recognition

It is agreed by the Employer that the Teamsters, Chauffeurs and Helpers Union Local Number 525 shall be the sole bargaining agent for all persons employed in the bargaining unit for the purpose of establishing wages, hours, and other conditions of employment as required by the Illinois Public Labor Relations Act. The bargaining unit will consist of all regular full-time employees of the Macoupin County Highway Department employed in the classifications of mechanic and maintenance employees, leadman, administrative secretary and such other classifications as may be added in accordance with work of which falls within the scope of the unit, the Employer agrees to jointly petition the Illinois State Labor Relations Board to seek the necessary clarification.

## Section 2. New Classifications

If the inclusion of a new position classification is agreed to by the parties or found appropriate by the Labor Board, the parties shall negotiate as to the proper pay grade for the classification. If no agreement is reached within thirty (30) calendar days from the date its inclusion was determined, the Union may appeal the proposed pay grade to the arbitration step of the grievance procedure.

## Section 3. Probationary Period

Any new employee shall serve a probationary period of ninety (90) days, during which time the employee shall not be entitled to fringe benefits contained in this Agreement. During the probationary period the employee may be discharged without further recourse; provided, however, the Employer may not discharge or discriminate for the purpose of evading this Agreement or discriminating against Union members. Upon completion of the ninety (90) day probationary period, the employee shall be granted seniority rights from his or her most recent date of hire.

## Section 4. Employer Not To Sponsor Other Organizations

The Employer shall not sponsor or promote, financially or otherwise, any group or labor organization, for the purpose of undermining the Union.

## Section 5. Employer Not To Enter Into Other Agreements

The Employer agrees not to enter into any agreement or contract with

employees in the bargaining unit, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

#### Section 6. Stewards

The Local Union shall retain the right to appoint a Union Steward and an alternate to represent the employees in the bargaining unit. The Employer shall be notified in writing by the Union as to the identity of the Steward. The Employer shall be notified in a like manner of any change of same.

#### Section 7. Supervisors

Supervisors may perform bargaining unit work which is incidental to their jobs when requested by the employee(s). Supervisors may also perform bargaining unit work in emergency situations and where such work is necessary to train a bargaining unit employee. Such work by supervisors shall not cause any layoffs or reduction of hours of the bargaining unit employees.

#### Section 8. Temporary Employee

A temporary employee is an individual who is employed with the definite understanding that the employment is not of a permanent nature, but it is contemplated that such employee will work a normal work week while employed.

A temporary employee may be hired to replace an existing employee unavailable for work by reason of injury, illness, vacation or leave of absence or other valid reasons.

Temporary employees who work less than one hundred eighty (180) work days in a year will be entitled to holiday pay when the holiday falls on a day such temporary employee is scheduled to work; vacation and sick leave will be pro-rated based on the number of hours in a year (two thousand eighty (2,080) hours being a full year).

If such temporary employee works more than one hundred eighty (180) work days in a contract year, he/she shall be entitled to the fringe benefits provided for in this Agreement, except health insurance and IMRF provisions. If such employee works more than two hundred (200) work days in a contract year, such employee shall become a regular employee with full benefits provided for in this Agreement.

#### Section 9. Seasonal Employee

A seasonal employee shall be defined as an employee who is hired between May 15 and September 15 of any calendar year covered by this Agreement, except that this period may be extended by mutual agreement. Seasonal employees will not be entitled to any benefits provided for in this Agreement. The County Engineer will supply a list of such seasonal employees to the Union Steward as soon as practical after they are hired.

#### Section 10.

Employees shall be required, as a condition of employment, to maintain a driver's license appropriate for employment related use. All employees shall submit a copy of their valid CDL license to the County Engineer annually on September 1. The Employer agrees to provide equipment and up to one-half hour of training on work

time to assist employees in maintaining the appropriate driver's license. Employees will be allowed to take the appropriate licensing test during work time as designated by the Employer. Employees who fail to maintain a valid Class A or B Commercial Driver's License (without an L restriction) may request in writing a 90-day unpaid grace period in which to reacquire such license. No salary, wage or benefits will be paid during the grace period and employees desirous of continuing their coverage in the group hospitalization plan shall be required to pay said premium. This period may be extended at the discretion of the County Engineer. Request for extensions of time will be handled on a case by case basis without precedent. If the license is not acquired within the grace period, the employee may be terminated. Any employee who fails to notify the County Engineer of their failure to maintain the appropriate license may be terminated. (this section does not apply to the Administrative Secretary classification.)

## ARTICLE 2

### MANAGEMENT RIGHTS

It is understood and agreed that any of the rights, powers or authority the County had prior to the signing of this Agreement are retained by the County except those specifically abridged, granted or modified by this Agreement.

## ARTICLE 3

### UNION SECURITY

#### Section 1. Membership Dues Checkoff

Upon receipt of written authorization by the employee, submitted on a form provided for by the Union, the Employer shall deduct from each employee's paycheck such Union membership dues. Such deductions shall continue until the employee revokes his/her written authorization in the same manner as it was initially given or until the termination date of this Agreement. The amount of deductions provided for herein shall be remitted to the Union on a monthly basis, accompanied by a list of the employee, his/her social security number and the specific deduction and amount for each.

All new employees as defined herein shall become members of the Union or pay fair share not later than the thirtieth (30th) day following the beginning of their employment or within thirty (30) days of the execution of this Agreement as a condition of employment and shall continue in good standing in the Union or pay fair share as a condition of continued employment.

#### Section 2. Fair Share Deduction

Pursuant to Illinois Revised Statute, 1985, Chapter 48, Section 1601 et. seq., the parties agree herein that as of the date of the signing of this Agreement, if, and only if, a majority of the members of the bargaining unit covered herein have voluntarily authorized full membership dues deduction, or the Union otherwise demonstrates and certifies to the Employer that such majority of the members of that unit are dues-paying members of the Union at that time; non-Union employees covered by this Agreement who select not to become full Union members shall be required to pay a "fair share" amount not to exceed the full amount of Union dues required of full members. The fair share amount shall be deducted by the Employer from such employees' pay pursuant to this Article with regard to full dues checkoff. Such deductions shall be forwarded to the Union pursuant to this Article, along with the above-mentioned dues deduction amount stated within Section 1 of this Article.

### Section 3. Indemnification

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The Union shall indemnify, defend and hold the Employer blameless against any claim, denial, suit or liability owing from any action taken by the employee in complying with this Article.

## ARTICLE 4

### SUBCONTRACTING

#### Section 1. General Policy

It is the general policy of the Employer to continue to utilize employees to perform work for which they are qualified and available to perform.

Except in case of an emergency, when the Employer contemplates changing its policy involving the subcontracting of work in the bargaining unit area, and such change amounts to a significant deviation from past practice and would result in the layoff of a significant number of bargaining unit employees, the Employer shall notify the Union and offer the Union an opportunity to discuss and to participate in considerations involving the desirability of such subcontracting of work, including means by which to minimize the impact on such employees.

## ARTICLE 5

### NON-DISCRIMINATION

#### Section 1. Prohibition Against Discrimination

Both the Employer and the Union agree to refrain from any acts of discrimination in violation of any state or federal law on the basis of race, sex, creed, religion, color, marital or parental status, age, national origin, political affiliation and/or beliefs, mental or physical handicap or other non-merit factors. Claims of discrimination under this Section are not subject to the grievance procedure contained in this Agreement.

#### Section 2. Union Membership or Activity

Neither the Employer nor the Union shall interfere with the right of employees covered by this Agreement to become or to refrain from becoming members of the Union, and there shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status.

#### Section 3. Department Security

The Employer agrees to replace any full-time regular employee who leaves the service of the Employer for any reason with another regular full-time employee, (if vacancy is caused by the loss of the Administrative Secretary it would not count towards the required twelve (12) full-time employees that work out of the Highway Maintenance Shed), within six (6) months, if such vacancy would cause the department to fall below twelve (12) full-time regular employees, including the mechanic.

## ARTICLE 6

### STRIKES AND LOCKOUTS

#### Section 1. Lockouts

No lockout of employees shall be instituted by the Employer during the term of this Agreement.

## Section 2. Strikes, Work Stoppages and Work Slow-Downs

The Union will not call, authorize, ratify or engage in, nor will any member of the Union take part in any strike, work stoppage, work slow-down on the Employer's premises due to any dispute or issue arising out of the provisions of this Agreement during the term of this Agreement.

Should any differences arise between the County and the Union, or its members employed by the county, as to the interpretation or application of, or compliance with, the provisions of this Agreement regarding working conditions or other matters, or should any dispute of any kind arise, there shall be no interruptions or impeding of the work, work stoppages, strikes or lockouts on account of such differences, but an earnest attempt shall be made by the County and the Union to settle such differences orderly and promptly in accordance with the procedure set forth in Article 8, Grievance Procedure.

## ARTICLE 7

### DISCIPLINE AND DISCHARGE

#### Section 1. Definition

Employer agrees with the tenets of corrective and progressive discipline. Disciplinary action shall include only the following:

- (a) oral warning
- (b) written warning
- (c) suspension without pay
- (d) discharge

#### Section 2. Just Cause

Employer agrees that disciplinary action shall only be imposed for just cause and shall be imposed as soon as practical after Employer learns of the occurrence giving rise to the need for disciplinary action and after Employer has a reasonable opportunity to investigate the facts.

#### Section 3. Limitation

The requirement to use progressive disciplinary action does not prohibit Employer from using a severe measure, including discharge, when the offense indicates that a substantial shortcoming or action of an employee renders the continuation of employment of the employee in some way detrimental to Employer. Such shortcomings shall include but are not limited to: carrying of a concealed weapon; possession of a controlled substance or alcohol; intentional destruction or theft of County property; fighting on the job; appearing for work under the influence of drugs or alcohol or other substance that may impair an employee's ability to perform any of the duties required. Both the employee and Union shall be notified of disciplinary action. Such notification shall be in writing and reflect the specific nature of the offense.

#### Section 4. Use of Prior Warnings

Any written warning or suspensions shall not be considered in imposing disciplinary penalty for a current offense when more than six (6) months have elapsed from the written warning or suspension.

#### Section 5. Written Notice

Both the employee, the steward and the Union shall be notified of disciplinary action; such notification shall be in writing and reflect the specific nature of the offense and directions to the employee for future behavior.

### ARTICLE 8

#### DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

##### Section 1. Definition of a grievance

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

##### Section 2. Dispute Resolution

In the interest of resolving disputes at the earliest possible time, it is agreed that an attempt to resolve a dispute shall be made between the employee and his or her immediate supervisor.

The employee shall make his or her complaint to his or her immediate leadman. The leadman will notify the employee of the decision within two (2) working days following the day when the complaint was made. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances.

##### Section 3. Representation

Grievances may be processed by the Union on behalf of an employee or on behalf of a group of employees. The Employer may file contract grievances directly at Step 3, Section 8 of this Article. Either party may have the grievant or one grievant representing group grievants present at any step of the grievance procedure, and the employee is entitled to Union representation at each and every step of the grievance procedure upon his request.

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

##### Section 4. Subject Matter

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

##### Section 5. Time Limitations

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

The Employer's failure to respond within the time limits shall not find in favor of the grievant. Time limits may be extended by mutual agreement.

#### Section 6. Investigation

The steward shall be permitted reasonable time at the beginning and end of the work day to investigate established grievances on the Employer's property without loss of pay.

#### Section 7. Grievance Meetings

A maximum of one (1) employee (the grievant or the Union steward) per work shift shall be excused from work with pay to participate in a Step 1 grievance meeting. A maximum of two (2) employees (the grievant and/or Union steward) per work shift shall be excused from work with pay to participate in a Step 2 or Step 3 grievance meeting. The employee(s) shall only be excused for the amount of time reasonably required to present the grievance. The employee(s) shall not be paid for any time during which a grievance meeting occurs outside of the employee's work shift. In the event of a grievance, the employee's assigned work task shall be performed first and the grievance filed later, unless the employee reasonably believes the assignment endangers his safety.

#### Section 8. Steps in Procedure

Disputes arising under this Agreement shall be resolved as follows:

##### Step 1.

If no agreement is reached between the employee and the leadman, as provided for in Section 2 - Dispute Resolution, the Union shall prepare a written grievance on a form mutually agreed to and presented to the County Engineer no later than ten (10) working days after the employee was notified of the decision by the leadman. Within five (5) working days after the grievance has been submitted to the County Engineer, the County Engineer shall meet with the grievant and the Union steward to discuss the grievance and make a good faith attempt to resolve the dispute. The County Engineer shall respond in writing to the grievant and the shop steward within five (5) working days following the meeting. If the resolution of the grievance requires the expenditure of money beyond the available budget funds or is in excess of five hundred dollars -(\$500.00), the grievance shall be referred to Step 2, otherwise it will be referred to Step 3.

Step 2. If the grievance is not settled at Step 1 or referred to Step 3, the grievance will be referred in writing to the County Board within five (5) working days after the decision of the County Engineer. Once the grievance has been referred to the Board in writing, the Board shall, at the next regularly scheduled meeting, meet with the Union representative and the grievant to discuss the grievance and make a good faith effort to resolve the grievance. The Board shall respond in writing to the grievant and the Union within five (5) working days following the meeting.

Step 3. If the dispute is not settled at Step 1 or Step 2, the matter will be submitted to arbitration within ten (10) working days after the decision of the County Engineer or the Board. Within ten (10) working days after the matter has been submitted to arbitration, a representative of the Employer and the Union shall meet to select an arbitrator from a list of mutually agreed to arbitrators. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union. Such letter shall request the arbitrator to set a time and a place for the hearing, subject to the availability of the Employer and Union representatives and shall be notified of the issue where mutually agreed by the parties. All hearings shall be held in the city of Carlinville, Illinois, unless otherwise agreed to.

Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to arbitrator.

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

The expenses and fees of the arbitrator mutually agreed to and the cost of the hearing room shall be shared equally by the parties. The decision and award of the arbitrator shall be made within forty-five (45) days following the hearing and shall be final and binding on the Employer, the Union and the employee or employees involved. The arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of the Agreement.

## ARTICLE 9

### SENIORITY/LAYOFFS/RECALLS

#### Section 1. Definition of Seniority

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

#### Section 2. Loss of Seniority

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

- (a) quits;
- (b) is discharged;
- (c) is absent from work three (3) consecutive days without notification to and approval by the Employer, other than because of proven sickness, or is unable to notify the Employer because of physical incapacity or other reasonable excuse;
- (d) is laid off for more than one (1) year or fails to report to work within five (5) working days after having been recalled from layoff;
- (e) fails to report for work at the termination of a leave of absence; if an employee on a leave of absence for personal or health reasons accepts other employment without permission; or
- (f) if he or she is retired.
- (g) if a Union employee would get moved to a non-Union position, he/she would have the option of returning after a six (6) month trial period, without loss of seniority to his/her previous Union position.

#### Section 3. Seniority List

The Employer shall post and supply to the Union an updated seniority list for bargaining unit employees on a current basis.

#### Section 4. Layoffs

When the Employer determines that layoffs are necessary, the Employer shall have the sole discretion to determine the number of employees to be laid off. When and if layoffs become necessary mechanic, maintenance employees, leadman will have one seniority list and Administrative Secretary will have another, separate seniority list. (these two separate seniority lists shall operate throughout the entire agreement.) Employees shall be laid off in the inverse order of seniority.

#### Section 5. Recalls

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

Employees who are eligible for recall shall be given five (5) calendar days notice of recall by registered or certified mail sent to the employee's last known address. It is the responsibility of the employee on layoff to provide the Employer with his latest mailing address. The employee must notify the Employer within five (5) days after receipt of the notice whether the employee will accept recall.

### ARTICLE 10

#### HOURS OF WORK/BREAKS/OVERTIME

##### Section 1. Regular Hours

The regularly scheduled work week shall be Monday through Friday, 7:00 a.m. to 3:00 p.m. Starting and quitting times may be changed by agreement between the Union and the County Engineer. The classification of Administrative Secretary normally shall have a work week of Monday through Friday, 8 a.m. to 4 p.m.; starting and quitting time may be changed by mutual agreement between the County Engineer and the Union. These schedules shall go into effect upon ratification of this agreement. A daily paid lunch period of thirty (30) minutes shall be provided to all employees and shall be taken between the third (3rd) and fifth (5th) hours of the shift.

##### Section 2. Break Periods

A break or rest period of fifteen (15) minutes may be taken near the middle of the morning and afternoon unless unusual working conditions prevent a break being taken.

##### Section 3. Overtime

All work performed by any employee in excess of eight (8) hours within a twenty-four (24) hour period or in excess of forty (40) hours in any one (1) week shall be paid at one and one-half (1 1/2) times the regular rate. Authorized sick leave taken during the work week shall be counted as time worked for the computation of overtime.

##### Section 4. Travel Time

Employees shall leave the job site at such time as will allow such employees to arrive at the garage not more than fifteen (15) minutes prior to quitting time, as set forth in Section 1 of this Article.

Should the scheduling of a particular type of work or job make this impractical, any employee who arrives at the garage more than fifteen (15) minutes before quitting time shall engage in useful work at the garage or elsewhere as directed by the leadman, until quitting time.

#### Section 5. Saturday and Sunday Work

All hours worked on Saturday shall be paid at the rate of time and one-half (1 1/2) and all hours worked on Sunday shall be paid at double (2) time.

#### Section 6. Call-Out Time

An employee called out for an emergency before or after his/her regular working time shall receive a minimum of two (2) hours pay; the time shall start from the time that the employee is called to work. He/she shall receive time and one-half (1 1/2) for said hours. This provision applies to call-outs occurring Monday through Saturday. If call-out occurs on Sunday, he/she shall receive double (2) time for said hours.

#### Section 7. Snow and Ice Removal

Overtime snow-plowing work shall be awarded on the basis of seniority when the employee assigned to the route is unavailable. Further, for safety reasons during snow and ice removal, the mechanic will be at the County Shed at all times, and if mechanic is not available, the next available senior employee will fill the vacancy.

### ARTICLE 11

#### VACATIONS

##### Section 1. Vacation Leave

All employees in the bargaining unit shall receive paid vacation leave according to the following schedule:

- (a) One (1) week after one (1) year service;
- (b) Two (2) weeks after two (2) years service;
- (c) After five (5) years, one (1) additional day per year;
- (d) Three (3) weeks after ten (10) years service;
- (e) After fifteen (15) years, one additional day per year;
- (f) Four (4) weeks after twenty (20) years service;
- (g) After twenty years, one (1) additional day per year;
- (h) Five (5) weeks after twenty-five (25) years service, one (1) additional day per year of service until a maximum of 6 weeks is reached.

##### Section 2. Vacation Pay

All vacation leave will be paid at the regular hourly rate and on the basis of eight (8) hours per day.

##### Section 3. Working During Vacation

No employee will be allowed to continue working for the Employer and receive pay for it during his vacation. Each individual employee will be

allowed to retain one-half (1/2) of their earned annual vacation twelve (12) months after the year it is earned. If vacation is not used within said time, it shall be lost.

#### Section 4. Vacation Requests

Except for an occasional day which is taken as vacation leave, all employees must submit, in writing, to the County Engineer, a schedule of desired vacation at least fourteen (14) days in advance of the start of such vacation. At least one days notice shall be given for a one days leave. The County Engineer or his designee shall have the right to alter any schedule, if he deems it to be in the best interest of the Department to do so, to accomplish the work of the bargaining unit.

### ARTICLE 12

#### HOLIDAYS

##### Section 1. Paid Holidays

Except in cases of emergency, all non-probationary Highway Department employees shall be entitled to the following schedule of holidays off with pay. The County Board shall post the holiday schedule as soon as practical.

New Year's Day (observed)	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day (observed)
	Election Day (on even numbered days)
Veterans Day (observed)	
Washington's Birthday (observed)	Thanksgiving Day
Citizenship Day	Day Following Thanksgiving Day
Memorial Day	Christmas Eve Day
Independence Day-July 4	Christmas Day

##### Section 2. Alternate Days

When any of the holidays fall on Saturday, the preceding Friday will be the day off and full pay will be paid for that day. When any of the holidays fall on Sunday, the following Monday will be the day off and full pay will be paid for that day.

##### Section 3. Eligibility

In order to receive holiday pay, an employee must work the last scheduled day before and the first scheduled day after the holiday unless such employee is absent from work with the approval of the Superintendent.

##### Section 4. Pay For Holidays Worked

When an employee works on a paid holiday as provided for in Section 1 of this Article, such employee shall be paid at the rate of double(2) time, in addition to his/her regular holiday pay, for all hours worked on such paid holiday.

##### Section 5. Holidays Falling In Vacation

In the event a holiday falls within an employee's vacation period, he shall be granted an additional days vacation with pay.

## ARTICLE 13

### SICK LEAVE

#### Section 1. Purpose

For the purpose of this Section, "Sick Leave", may be used for illness, disability or injury of the employee or their spouse, children and members of their immediate family; appointments with doctors, dentists or other recognized practitioners; non-job related injury for which the employee is under a doctor's care; quarantine because of communicable disease in the family of the employee or to cover the first three (3) days absence due to a job related injury.

#### Section 2. Accumulation

Bargaining unit employees will accrue sick days at the rate of twelve (12) days per year. A new employee will be eligible for sick leave after completion of the probationary period.

On the effective date of this Agreement, employees in the bargaining unit will be credited with sick leave in accordance with the following:

Employees shall be entitled to accumulate up to one-hundred twenty (120) days sick time.

Employees who are laid off, quit, retire, or upon death, shall receive all of accumulated sick time earned. All accumulated sick time over one hundred twenty (120) days will be bought back on September 1<sup>st</sup> each year at half pay. (example: 130 days, September 1 employee is paid for 5 days and retains 120 on the books)

#### Section 3. Return to Work

If an employee is absent from work because of illness, or a non-industrial accident, for more than two (2) days, upon the employee's return to work such employee may be required to present a certificate signed by a licensed physician in order to qualify for sick leave benefits.

#### Section 4. Sick Leave Abuse Sanctions

For the purpose of the provisions contained in this Article, "abuse" of sick leave is the utilization of such for reasons other than those stated in Section 1 of this Article.

Upon sufficient evidence of the abuse of such sick leave, the employee shall not be paid for such leave taken. Continued "abuse" of sick leave shall subject the employee to disciplinary action pursuant to the terms of this Agreement.

## ARTICLE 14

### FUNERAL LEAVE

In the event of a death in the immediate family of an employee (spouse, parents, mother-in-law, father-in-law, children, brothers, sisters, grandparents, grandchildren), the employee, upon request, will be excused and paid for three (3) scheduled work days, provided the employee attends the funeral and evidence must be presented satisfactory to the County Engineer as to the death and relationship to the employee.

## ARTICLE 15

**PERSONAL LEAVE**

Each year four (4) days with full pay may be used by the employee for ~~personal leave for the purpose of attending to personal, legal, household or family matters that require absence during working hours.~~ Except in emergencies, the employee shall request such leave on a form provided by the Employer at least two (2) working days in advance of the day to be taken.

**ARTICLE 16****LEAVES OF ABSENCE**

Any employee desiring a leave of absence from his employment must secure written permission from both the Local Union and Employer. The maximum leave of absence shall be for sixty (60) days and may be extended for one like period. Permission for extension must be secured from both the Local Union and the Employer. An employee on a Leave of Absence is entitled to COBRA insurance through the county that must be paid by the employee until such time the leave of absence is over. Inability to work because of proven sickness or injury shall not result in termination or the loss of seniority rights, for up to a maximum of 12 calendar months.

No salary, wage or benefits will be paid during a leave of absence, and employees on such leave desirous of continuing their coverage in the group hospitalization plan shall be required to pay said premium.

**ARTICLE 17****INSPECTION PRIVILEGES**

Authorized agents of the Union shall have access to the County's establishment during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to, providing, however, that there is no interruption of the County's working schedule.

**ARTICLE 18****GROUP HEALTH INSURANCE PROGRAM**

The County agrees to pay full cost of the employees individual basic health insurance premium through December 31, 2006. If the January 2006 cost increases by more than ten percent (10%) for January 2007, the parties agree to reopen negotiations regarding Insurance within thirty (30) days. If the January 2007 cost increases by more than ten percent (10%) for January 2008, the parties agree to reopen negotiations regarding Insurance within thirty (30) days. The Employers reserve the right to change or provide alternate insurance carriers, health maintenance organizations or to self insure. The Union agrees that when changing insurance carriers, a plan identical to the current plan may not be available. New coverage and benefits will be substantially similar to the current plan among the various considered by the Employers. The Employers shall notify the Union at least thirty (30) days in advance of the change insurance carriers to review the new benefits. The parties agree that an insurance committee will schedule a meeting to discuss possible changes in the insurance plan within thirty (30) days after ratification of this agreement.

Teamsters bargaining unit members shall automatically receive group insurance that offers the best coverage and lowest employee cost as that offered to any group of County employees through the bargaining process, mediation, arbitration or otherwise.

Additionally, during the term of the collective bargaining agreement, if other Union or non-Union employees covered by the Employer's group insurance

are provided with any additional benefits, enhanced benefits, or are charged a lesser amount for group insurance benefits, then such additional benefits or lesser costs shall like wise be passed along to the bargaining unit members under this agreement.

Included with this Plan, the County will supply Ten Thousand Dollars (\$10,000.00) term life insurance for employees in the bargaining unit. The employee may elect to purchase dependent coverage through the group plan, but the County will not contribute toward the payment for dependent coverage. A retired employee and his/her immediate family may continue their County health insurance by making payments to the County at the County rate, subject to the County Board policy in existence on September 1, 2005, except that if the Board policy regarding a cut off at age 65 changes to an age older than 65, that new age will control.

ARTICLE 19

WAGES

(Employee makes \$20.00 per month payment towards premium for Health Insurance)  
Pay retroactive, \$20.00 premium payment starts when agreement signed.  
Wage increase is retroactive, health insurance \$20/month is prospective.

Effective September 1, 2008 employees in the bargaining unit will be paid on the following schedule: (Each individual will differ depending on his/her longevity)

Leadman	\$3488.84/Month	New Hire
Mechanic	\$3251.06/Month	New Hire
Maintenance	\$3251.06/Month	New Hire
Administrative Secretary	\$2962.63/Month	New Hire

Effective September 1, 2009 employees in the bargaining unit will be paid as follows: (Each individual will differ depending on his/her longevity)

Leadman	\$3628.40/Month	New Hire
Mechanic	\$3381.10/Month	New Hire
Maintenance	\$3381.10/Month	New Hire
Administrative Secretary	\$3081.14/Month	New Hire

Effective September 1, 2010 employees in the bargaining unit will be paid as follows: (Each individual will differ depending on his/her longevity)

Leadman	\$3773.53/Month	New Hire
Mechanic	\$3516.35/Month	New Hire
Maintenance	\$3516.36/Month	New Hire
Administrative Secretary	\$3204.38/Month	New Hire

End of 3rd year contract may be opened to renegotiate \$20.00 per month payment towards premium for Health Insurance only; if an agreement is not reached through negotiations and impasse is reached, then both sides retain the right to use whatever legal remedy they deem appropriate, either mutually agreed upon arbitration or the Union reserves its right to strike.

Effective September 1, 2011 employees in the bargaining unit will be paid as follows: (Each individual will differ depending on his/her longevity)

Leadman	\$3924.47/Month	New Hire
Mechanic	\$3657.00/Month	New Hire

Maintenance	\$3657.00/Month	New Hire
Administrative Secretary	\$3332.56/Month	New Hire

Overtime rate will be computed on the basis of two-thousand eighty (2,080) hours/year for Leadman, Mechanic, Maintenance and Administrative Secretary positions.

#### ARTICLE 20

##### LONGEVITY

At the beginning of an employees sixth (6) year of employment, every Employee will receive an additional three hundred dollars (\$300.00) as a longevity payment. The three hundred dollar (\$300.00) payment per year will be paid within the first month of the employee's becoming eligible for said benefit and will be paid at the same time each year thereafter.

At the beginning of an employees eleventh (11) year of employment, every employee will receive six hundred dollars (\$600.00) in addition to the \$300.00 per year already received as a longevity payment. The nine hundred dollar (\$900.00) payment per year will be paid on within the first month of the employee's becoming eligible for said benefit and will be paid at the same time each year thereafter.

At the beginning of an employees sixteenth (16) year of employment, every employee will receive an additional nine hundred dollars (\$900.00) per year, in addition to the six hundred dollars (\$600.00) plus the three hundred dollars (\$300.00) as a longevity payment, for a total of eighteen hundred dollars (\$1800.00). The eighteen hundred dollar (\$1800.00) payment per year will be paid within the first month of the employee's becoming eligible for said benefit and will be paid at the same time each year thereafter.

#### ARTICLE 21

##### SHOE ALLOWANCE

###### SHOE ALLOWANCE/Winter Clothing Allowance

Each September 1 of this contract the employer agrees to make a three hundred fifty dollar (\$350.00) payment to each employee in the bargaining unit. Said yearly payment is to be used by the employee to obtain a pair of steel toed shoes and winter work clothing. This Article does not apply to the Administrative Secretary position.

#### ARTICLE 22

##### SEPARABILITY AND SAVINGS CLAUSE

###### Section 1. Savings

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 shall not be affected thereby.

###### Section 2. Separability

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 during the period of invalidity or restraint.

## ARTICLE 23

COMPLETE AGREEMENT

The parties acknowledge that during the negotiations which preceded 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. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Accordingly, it is agreed that for the life of this Agreement each party voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, whether or not referred to in this Agreement.

## ARTICLE 24

TERMINATION

This Agreement shall be effective as of the 1st day of September 2008, and shall remain in full force and effect until the 31st day of August, 2012. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph: In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than before the anniversary date set forth in the preceding paragraph.

13<sup>th</sup> IN WITNESS WHEREOF, the parties hereto have set their hands this  
day of February, 2009.

FOR THE COUNTY:

MACOUPIN COUNTY, ILLINOIS,  
A BODY POLITIC  
HIGHWAY DEPARTMENT  
MAINTENANCE WORKERS

*John J. ...*  
Chairman, Macoupin County Board

*Michele A. Zippay*  
County Clerk, Macoupin County

FOR THE UNION:

TEAMSTERS & CHAUFFEURS  
LOCAL UNION NO. 525

*[Signature]*  
Secretary-Treasurer/Business Rep.

*Steve McInness*  
Assistant Business Representative