

AGREEMENT No.  
2022-10

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**FRANKLIN COUNTY  
HIGHWAY DEPARTMENT**

**AND**

**THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA,  
THE SOUTHERN AND CENTRAL ILLINOIS LABORERS' DISTRICT COUNCIL**

**AND**

**LABORERS' LOCAL 773**



**Duration: December 1, 2020, Through November 30, 2024**

**FRANKLIN COUNTY HIGHWAY DEPARTMENT  
COLLECTIVE BARGAINING AGREEMENT  
TABLE OF CONTENTS**

| <b>Article Number</b> | <b>Title</b>                                      | <b>Page Number</b> |
|-----------------------|---|--------------------|
| <b>ARTICLE 1</b>      | <b>PREAMBLE</b>                                   | <b>1</b>           |
| <b>ARTICLE 2</b>      | <b>COVERED EMPLOYEES AND AREA</b>                 | <b>1</b>           |
| <b>ARTICLE 3</b>      | <b>RECOGNITION AND UNION SECURITY</b>             | <b>2</b>           |
| <b>ARTICLE 4</b>      | <b>DUES CHECK OFF</b>                             | <b>2</b>           |
| <b>ARTICLE 5</b>      | <b>PROBATIONARY PERIOD</b>                        | <b>3</b>           |
| <b>ARTICLE 6</b>      | <b>WAGE RATES AND PAY PERIODS</b>                 | <b>3</b>           |
| <b>ARTICLE 7</b>      | <b>WORK WEEK AND OVERTIME PAY</b>                 | <b>4</b>           |
| <b>ARTICLE 8</b>      | <b>WORK, CALL OUT, AND LESS THAN FULL DAY PAY</b> | <b>5</b>           |
| <b>ARTICLE 9</b>      | <b>SENIORITY</b>                                  | <b>5</b>           |
| <b>ARTICLE 10</b>     | <b>HOLIDAYS</b>                                   | <b>5</b>           |
| <b>ARTICLE 11</b>     | <b>SICK LEAVE</b>                                 | <b>6</b>           |
| <b>ARTICLE 12</b>     | <b>FUNERAL LEAVE</b>                              | <b>8</b>           |
| <b>ARTICLE 13</b>     | <b>JURY DUTY</b>                                  | <b>9</b>           |
| <b>ARTICLE 14</b>     | <b>VACATIONS</b>                                  | <b>9</b>           |
| <b>ARTICLE 15</b>     | <b>DISCHARGE AND SUSPENSION</b>                   | <b>10</b>          |
| <b>ARTICLE 16</b>     | <b>GRIEVANCE PROCEDURE</b>                        | <b>10</b>          |
| <b>ARTICLE 17</b>     | <b>STEWARD</b>                                    | <b>11</b>          |
| <b>ARTICLE 18</b>     | <b>MANAGEMENT RIGHTS</b>                          | <b>11</b>          |
| <b>ARTICLE 19</b>     | <b>HOSPITALIZATION</b>                            | <b>12</b>          |

**FRANKLIN COUNTY HIGHWAY DEPARTMENT  
COLLECTIVE BARGAINING AGREEMENT  
TABLE OF CONTENTS**

| <b>Article Number</b> | <b>Title</b>                              | <b>Page Number</b> |
|-----------------------|---|--------------------|
| <b>ARTICLE 20</b>     | <b>ILLINOIS MUNICIPAL RETIREMENT FUND</b> |                    |
|                       | <b>13</b>                                 |                    |
| <b>ARTICLE 21</b>     | <b>CHANGE OF ADMENDMENTS</b>              | <b>13</b>          |
| <b>ARTICLE 22</b>     | <b>SEVERABILITY</b>                       | <b>13</b>          |
| <b>ARTICLE 23</b>     | <b>CLOTHING AND SAFETY ALLOWANCE</b>      | <b>13</b>          |
| <b>ARTICLE 24</b>     | <b>CDL LICENSE</b>                        | <b>13</b>          |
| <b>ARTICLE 25</b>     | <b>DURATION</b>                           | <b>14</b>          |
|                       | <b>SIGNATURE PAGE</b>                     | <b>15</b>          |
| <b>APPENDIX A</b>     | <b>DUES CHECK-OFF AUTHORIZATION FORM</b>  | <b>16</b>          |

# COLLECTIVE BARGAINING AGREEMENT

## ARTICLE 1 PREAMBLE

This Collective Bargaining Agreement is made and entered into by and between the Franklin County Board, Franklin County, Illinois, hereinafter referred to as the County or the Employer, and The Laborers' International Union of North America, The Southern and Central Illinois Laborers' District Council and Laborers' Local 773, hereinafter referred to as the Union, acting pursuant to the law as the exclusive bargaining agency for the employees covered by the Agreement.

## ARTICLE 2 COVERED EMPLOYEES AND AREA

This Agreement shall cover all full-time and regular part-time; heavy equipment operators, drivers, and maintenance personnel, employed by the County Highway Department of Franklin County, and comprising an area of the full County of Franklin.

For the purpose of this Agreement, a full-time and regular part-time employee is defined as follows:

**FULL-TIME :** An employee who is regularly scheduled to work thirty-five (35) hours or more per week on an annual basis.

**REGULAR PART-TIME:** An employee who normally works less than thirty-five (35) hours per week throughout the year, even though in any given week, that employee may work more than that number of hours. Part-time shall also include an employee hired for less than six (6) months, or for a specific task.

Except for the hourly wage rate set in this document, regular part-time employees are ineligible for the following benefits as established by this Agreement:

1. Overtime pay
2. Pay for less than a full-days work
3. Call out pay
4. Holiday pay
5. Sick leave
6. Jury duty
7. IMRF based on the County's 1000 Hour Policy

Excluded from this Agreement are all guards, clerical, office, managerial, supervisory and confidential employees, as well as, other employees who are normally excluded by the Illinois Labor Relations Act.

When funds are available, the County Board institutes a Summer Program, whereby the Highway Department is authorized to hire up to three (3) temporary employees for a period of eight (8) to twelve (12) weeks at a rate of fifty cents (\$0.50) an hour more than the minimum wage. It is agreed and understood by the Union that they approve of this program, and those persons hired for the same are excluded from this Agreement.

### **ARTICLE 3 RECOGNITION AND UNION SECURITY**

Within the limits provided by the Laws of Illinois, the County Highway Department recognizes the Laborers' International Union of North America Local Union 773 as the sole and exclusive Bargaining Representative for the employees covered by this Agreement. It shall be a condition of employment that all present employees who are or become members of the Union, shall remain members of the Union or if an employee chooses not to be a member of the Union then that employee shall contribute his fair share for representation. All present employees who are not members of the Union shall become a member of the Union then that employee shall contribute his fair share for representation within sixty (60) days after the effective date of this Agreement and all employees who are hired hereinafter shall become and remain members of the Union or if an employee chooses not to be a member of the Union then that employee shall contribute his fair share for representation within sixty (60) days following the date of first employment.

The Union agrees to assume full responsibility to insure compliance with the constitutional rights of Fair Share fee payers as set forth by the United States Supreme Court, as well as all applicable provisions of the Illinois Public Labor Relations Act and rules and regulations promulgated there under relating to Fair Share fees. It is specifically agreed that any dispute concerning the amount of the Fair Share fee and other responsibilities of the Union with respect to Fair Share fee payers shall not be subject to the grievance and arbitration procedures set forth in this Agreement.

Employees who refrain from joining the Union and who object to this Fair Share fee based upon bona fide religious tenets or teachings shall direct the Union to pay an amount equal to such Fair Share fee to a non-religious charitable organization mutually agreed upon by the Employee and the Union. If the affected non-member and the Union are unable to reach an agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois State Labor Relations Board and payment shall be made to said organization. No one will be discriminated against over wages and conditions as a result of this Agreement.

### **ARTICLE 4 DUES CHECK OFF**

All dues, initiation fees, and assessments levied by the Union on the employees covered by this Agreement shall be checked off from the wages of such employees twice bi-weekly and remitted by the County to the Secretary of the said Union. The check off, however, is to apply only to such employees covered by this Agreement who authorize the County in

writing to so check off. If an employee or employees should at any time contend that the County acted wrongfully or illegally in making a check off for dues, initiation fees or assessments, the Union will defend and protect the County against expenses, repayments or losses on account of such contention. The authorization card to be signed by the employees will be Appendix A.

## **ARTICLE 5 PROBATIONARY PERIOD**

The probationary period for all new employees covered by this Agreement shall be sixty (60) working days. By mutual written agreement of the County Engineer, the Union, and the employee, the probationary period may be extended for an additional thirty (30) days.

Probationary employees may be terminated at anytime without cause and without the right to grieve said action. Further during the probationary period, the probationary full-time employees shall not be entitled to the benefits contained in this Agreement (it already being agreed that regular part-time employees are not entitled to benefits including those contained in this Agreement). Vacation and sick leave benefits will accrue from an employee's original date of hire when the probationary period is completed.

## **ARTICLE 6 WAGE RATES AND PAY PERIODS**

Each employee shall receive wage increase to their current hourly rate of pay and it is understood and agreed that the wage scale with the negotiated increases shall be as listed below:

**CONTRACT PERIOD: December 1, 2020, through November 30, 2021.**

- A. Operator and Mechanic: \$28.26.
- B. Truck Driver-Laborers hourly wage: \$27.28.

There will be a one-time Hazard pay from ARPA funds for all employees who worked and performed extra duties during the pandemic in the amount (\$7,500.00) paid to each member of the bargaining unit after the execution of this agreement.

**CONTRACT PERIOD: December 1, 2021, through November 30, 2022.**

\*\*All current bargaining unit members shall receive this pay increase retroactively for all hours worked during this fiscal year.

- A. Operator and Mechanic: \$28.68.
- B. Truck Driver-Laborers hourly wage: \$27.69.

The members shall receive retro pay for this year.

**CONTRACT PERIOD: December 1, 2022, through November 30, 2023.**

- A. Operator and Mechanic: \$29.25.

B. Truck Driver-Laborers hourly wage: \$28.24.

**CONTRACT PERIOD: December 1, 2023, through November 30, 2024.**

A. Operator and Mechanic: \$30.20.

B. Truck Driver-Laborers hourly wage: \$29.16.

An employee hired and paid as an Operator or Mechanic or who has been assigned to one of those positions on a permanent basis and who has worked in this position for a period of five (5) years or more shall not have his pay adjusted if he is removed from that position without just cause. An employee who voluntarily changes positions from an Operator or Mechanic to a position that is at a lower pay grade shall have his wages adjusted to the lower rate of pay.

When a new employee is hired, he shall be paid eighty (80%) percent of the then current rate of pay received by the Truck Driver – Laborer position. He will continue to receive this amount until he has reached his first anniversary date of hiring. Upon starting his second year of employment, he shall have his pay increased to eighty-five (85%) percent of the pay being received by the Truck Driver-Laborer position and on each subsequent anniversary date of hiring, he shall have his hourly rate increased by five (5%) percent per year until he is at the then current full rate of pay for a Truck Driver-Laborer. Once an employee has reached the full pay, he shall then receive pay increases as negotiated.

The County agrees to pay the wages as shown above on every other Friday. Pay shall be available to all employees not working on pay day not later than one hour before quitting time.

Employees working shall be paid between starting and quitting time. Monday shall be the first day of the week for the purpose of computing straight time and time and one-half.

#### **ARTICLE 7 WORK WEEK AND OVERTIME PAY**

The work week shall consist of eight (8) hours per day five (5) days per week. The work day shall be from 7:00 A.M. to 3:30 P.M. Monday through Friday, with 1/2 hour lunch pay.

All work actually performed in excess of forty (40) hours in one week or eight (8) hours in one day shall be at the rate of one and one-half (1 1/2) times the regular rate. Work performed on Saturdays shall be at the rate of one and one-half (1 1/2) times the regular rate of pay and Sundays shall be at the rate of two (2) times the regular rate. For computing overtime in a work week, sick leave, vacation leave or holidays taken shall not be included for computing hours worked for over time purposes.

While it is understood that, as a matter of policy, the County does not usually assign overtime, the County Engineer may do so when in his or her exclusive opinion overtime is necessary to meet an emergency or special circumstances.

Overtime shall be worked according to a turn sheet. The turn sheet shall be kept by management.

**ARTICLE 8  
WORK, CALL OUT, AND LESS THAN FULL DAY PAY**

**LESS THAN FULL DAY PAY:**

In the event the County Engineer, determines that an employees services are needed on any given day, the employee shall receive the following pay:

1. If employees report to work, but work is not started, they shall receive two (2) hours for show-up pay.
2. If employees start their work assignment, but the work is terminated, they shall receive pay for hours worked, but in no event less than four (4) hours pay.

**CALL OUT PAY:**

All special or emergency work that necessitates a call out of an employee after a regularly scheduled day for any work less than two (2) hours shall be paid a minimum of two (2) hours pay. Any employee called out for special or emergency work after the regularly scheduled day, but no work is performed, shall receive two (2) hours show-up time at the regular rate of pay. All work actually performed over two (2) hours shall be for the time worked.

**DRINKING WATER:**

Clean and fresh drinking water shall be furnished by the County no later than one (1) hour after starting time. Ice shall be furnished when weather so warrants.

**ARTICLE 9  
SENIORITY**

Seniority shall exist from the date the employee achieves permanent status. In such case where a permanent operator or mechanics position is open, the employee with the most seniority and ability shall have the opportunity to train for the open position. The County Engineer shall have the right to determine ability for the purpose of this provision provided said decision is subject to the grievance procedure. Seniority and classification shall prevail for lay-offs and re-employment.

If an employee is injured on the job any time lost will still be counted as time worked for seniority purposes.

**ARTICLE 10  
HOLIDAYS**

The holidays recognized under this Agreement shall be those listed below. Employees shall receive eight (8) hours pay for each of the recognized holidays.



New Years Day  
Martin Luther King's Birthday  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Memorial Day  
Independence Day  
Labor Day

Columbus Day  
General Election Day  
(When other County  
employees receive the same)  
Veteran's Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Eve  
Christmas Day

**HOLIDAY WORK:**

In addition to the Holiday Pay and when an employee is required to work on his vacation day or a holiday, he shall be paid for the work performed on such days at double (2 times) the regular rate of pay for the total hours worked during this period.

In order to qualify for holiday pay, all employees shall work their last regularly scheduled workday before the holiday and their first regularly scheduled work day after the holiday. An employee who is taking a vacation day or sick day on the day before or after a holiday is considered as working the day before or after that holiday for the purposes of this Article.

**ARTICLE 11  
SICK LEAVE**

Paid sick leave up to an established limit is provided to protect full-time employee's income during any personal illness or disability. The granting of sick leave pay is a privilege granted for a specific purpose. Any use of sick leave except for purposes stated herein will be treated as an absence and will subject the employee to appropriate discipline. Neither Part-Time Employees nor Temporary Employees shall accrue Sick Leave.

**SECTION 1: ACCUMULATION:**

For full-time employees effective on December 1, 1994, any accumulated sick leave will be credited to the employee and he will thereafter earn sick leave at the rate of one day of leave per month of full-time service. New full-time employees shall begin to accumulate sick leave as of their date of employment and shall be eligible for sick leave absences once they have completed one month of service. Sick leave may be accumulated and carried over from year to year, but only be used consistent with this policy. No payment will be made for unused sick leave at any time except as provided in Section 3.3 below.

Employees may apply their accrued sick leave toward their IMRF pension according to the rules and regulations of the plan.

When an employee is injured on the job he will not be penalized toward his accumulation of sick time.

**SECTION 2: UTILIZATION REQUIREMENTS:**

Employees with accrued sick leave credit shall be allowed to utilize such sick leave for the following purposes:

1. Personal illness or disability
2. Family illness or disability

Employees shall be eligible to receive paid sick leave when there is a sickness or disability involving a member of their immediate family (spouse, child, step-children, mother, father, grandparents) which requires the employee's personal care and attendance, providing that requiring the employee to report for work would cause a serious hardship on the member of the immediate family suffering from the illness or disability.

3. Medical and Dental appointments

Employees shall be eligible to receive paid sick leave for routine medical and dental appointments for themselves or a member of their immediate family as defined in paragraph (2) two immediately above.

The employee shall request this leave as far in advance as possible.

**SECTION 3: CARRY OVER AND PAYMENTS OF UNUSED SICK LEAVE PAY:**

- A. No reimbursement for unused sick leave will be made for employees hired after December 1, 1994; such employees may apply their accrued sick leave toward their IMRF pension according to the rules and regulations of the plan.
- B. For those employees hired prior to December 1, 1994, upon layoff or voluntary resignation, reimbursements will be made for the number of unused sick days accrued as of December 1, 1994 or the actual number of sick days accrued as of the date of separation, whichever number is less. Employees may apply their accrued sick leave toward their IMRF pension according to the rules and regulations of the plan.
- C. Reimbursements shall not be made for employees discharged for just cause disciplinary reason.
- D. Employees who voluntarily resign or retire must give a minimum of fourteen (14) days notice to the Employer of their intentions to be eligible for sick leave reimbursement.

**SECTION 4: SICK LEAVE CERTIFICATION:**

A certificate of a physician giving information as to the circumstances involved and verification of illness may be required. Any absence of three (3) working days or longer may require a physicians statement of release and verification substantiating that he may return to work. Notice of an employees desire to return to work after an extended illness

must be given to the Department Head no less than twenty-four (24) hours in advance. The Department Head may require the employee to be examined by a physician of the Employer's choice and at the expense of the Employer.

**SECTION 5: RECORD:**

The Department Head shall maintain a record of sick leave accrual, sick leave taken, and the balance of sick leave allowance available for the individual employees.

**SECTION 6: DISABILITY LEAVE:**

Employees shall be eligible to receive paid sick leave, to the extent they have accrued sick leave credit, for maternity leave (if the employee is in fact unable to work due to her pregnancy), approved medical leave, and approved extended duty injury leave.

If paid sick leave benefits have been exhausted, an employee unable to work due to pregnancy, illness or disability (documented by a physician's statement), shall be granted a leave of absence without pay for up to six (6) months. To return to work after approved leave, the employee must provide a release from the attending physician and be qualified to perform the duties of the position last held. If an employee is unable to return to work at the end of six (6) months, additional leave time may be requested by the employee.

Except as required by law, the employer shall have no obligation to pay insurance premium of an employee on leave after the exhaustion of their rights under the Family Medical Leave Act. If acceptable to the Insurance Company the employee may continue to pay their premiums after exhaustion of the FMLA.

**ARTICLE 12  
FUNERAL LEAVE**

In the event of a death in the immediate family of an employee, the employee shall be allowed three (3) paid days leave and these three (3) days shall not be charged to sick leave. Immediate family shall mean the death of a spouse, father, mother, son, daughter, brother, sister (including half or step), father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents or grandchild.

If the employee desires to be absent for more than three (3) days, he may utilize previously earned, unused, sick days or vacation days and receive compensation for such additional day absence at his normal rate of pay, provided that the County Engineer approves such additional absence.

Any absence to attend a funeral of anyone who is not a member of any employee's immediate family may be arranged with the County Engineer, without pay, but previously earned and unused vacation days or sick days may be utilized in such case with the consent of the County Engineer.

**ARTICLE 13  
JURY DUTY**

An employee required to serve on a grand jury or petit jury shall be granted leave for the period required to serve on such jury without loss of pay. Any money received shall be reimbursed to the County, with exception of mileage.

**ARTICLE 14  
VACATIONS**

**SECTION 1: VACATION SCHEDULING:**

On or before January 15 of each year, the County shall post a vacation sign-up sheet. Employees shall select the days they intend to take for that year.

The County Board believes that adequate time must be provided to employees annually for rest and relaxation. For this reason all employees are encouraged to take their full allotment of vacation each year.

When an employee is injured on the job he will not be penalized toward his accumulation of vacation time.

**SECTION 2: ACCRUAL OF VACATION HOURS FOR PRESENT FULL-TIME EMPLOYEES:**

All Employees hired after December 1, 1994 shall accrue vacation hours as follows:

**Current Employees who work a 40 hour work week:**

|                     |                          |
|---------------------|--------------------------|
| 0 through 5 years   | 3.1 hours per pay period |
| 6 through 10 years  | 4.6 hours per pay period |
| 11 through 15 years | 6.2 hours per pay period |
| 16 years or over    | 8.1 hours per pay period |

**Employees Hired after the signing of this Agreement:**

|                     |                          |
|---------------------|--------------------------|
| 0 through 5 years   | 3.1 hours per pay period |
| 6 through 10 years  | 4.6 hours per pay period |
| 11 through 20 years | 6.2 hours per pay period |
| over 20 years       | 8.1 hours per pay period |

Neither Part-Time Employees nor Temporary Employees shall accrue vacation hours.

**SECTION 3: USE OF VACATION HOURS:**

Vacation time may be taken in increments of not less than one-half (1/2) day, and at any time after it is earned subject to the operational needs of the Department. In no event shall an employee carry over into the next calendar year more hours than those which would be equivalent to four (4) weeks of work.

**SECTION 4: VACATION PAY:**

All vacation leave will be paid at the regular hourly rate at the same time as if the hours had been worked (no pre-payment of vacation hours will be paid.) No payment will be made in lieu of vacation earned, but not taken, except on the death or termination of employees with at least six months of continuous service. Upon such death or termination of employment the effective date of termination shall be extended by the number of hours of unused vacation.

**SECTION 5: APPROVAL OF VACATION:**

The Department Head will make every effort to grant vacation leave as requested by the employer, but reserves the right to deny, cancel or redetermine the requested vacation when necessary due to employees requesting the same days; workload demands, or any emergency situation that might arise.

**ARTICLE 15  
DISCHARGE AND SUSPENSION**

The parties recognize the principle of progressive and corrective discipline. The right of the Employer to discipline for just cause is recognized by the Union. Disciplinary action may include, but is not limited to, the following:

- (A) Oral reprimand;
- (B) Written reprimand;
- (C) Suspension without pay; and
- (D) Discharge.

The Agreement to use progressive and corrective disciplinary action does not prohibit the Employer in any case from imposing discipline which is commensurate with the severity of the offense. The Employer and the Union, with the agreement of the employee, may agree to the use of a modified form of discipline. Such modified discipline shall not be precedent setting and shall not be subject to the Grievance Procedure. The parties agree that nothing in this Article shall limit the Employer from assigning an employee to training.

**ARTICLE 16  
GRIEVANCE PROCEDURE**

**PURPOSE:**

A grievance is a dispute concerning the interpretation and application of the expressed provisions of this Contract, it being understood by the County and the Union that the terms of this Agreement shall supersede any other Agreements.

**PROCEDURE:**

The Grievance shall be presented promptly so that the facts can be readily obtained. The time limit shall be established as within five (5) working days of the occurrence that comprised the Grievance.

In the event that an employee shall have a Grievance, he shall report the same to his Steward, in writing, and the Steward shall report the same to the County Engineer promptly. If the Steward and the Engineer cannot adjust the matter satisfactorily, the grievance shall be submitted to the Union Representative and the Members of the County Board. If at such time the Union Representative and the Members of the County Board cannot settle the matter, it shall be referred to the American Arbitration Association or the Federal Mediation and Conciliation Service within fifteen (15) days. The arbitrator shall act in a quasi judicial, but not legislative, capacity and shall have no right to authority to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall only consider and make decisions with respect to the specific issues submitted and shall have no authority to make a decision on any other issue not so submitted to him. The decision of the arbitrator shall be final and binding on both parties.

The County and the Union shall split all of the arbitrator's fees and costs equally.

**ARTICLE 17  
STEWARD**

The Business Manager shall appoint a Steward, who shall assist an employee in presenting a Grievance to the employee's Supervisor or Foreman. The Steward shall be the recognized Representative of the Union during working hours and shall be subject to the same terms and conditions of employment as any other employee.

The Steward has no authority in the work environment unless it is concerned with a safety matter.

The Steward shall not direct the daily assignments of other employees. This shall be performed by the County Engineer or his designated foreman or supervisor.

The Union Business Representative and all other agents of the Union shall be allowed to visit the job site of the County at reasonable business hours, provided, however, such visits shall not interfere with work-in-progress and shall have reference only to a matter concerning the administration of this Agreement. The Union agrees to keep the County informed of duly accredited representatives authorized to act on behalf of the Union.

**ARTICLE 18  
MANAGEMENT RIGHTS**

The Employer possesses the sole right to operate the County Highway Department of the County and all management rights repose in it. Nothing herein shall affect the internal control authority of the County Engineer.

Except as specifically amended, changed or modified by the Agreement, these rights include, but are not limited to, the following:

1. To direct all operations of the County;
2. To establish reasonable work rules and schedules of work;
3. To hire or promote, transfer, schedule and assign employees in positions and to create, combine, modify and eliminate positions within the County;
4. To suspend, discharge and take other disciplinary action against employees under the established work rules and regulations of the County Engineer and the provisions of this Agreement;
5. To lay off employees;
6. To maintain efficiency of County operations;
7. To introduce new or improved methods of facilities;
8. To change existing methods or facilities;
9. To determine the kinds and amounts of service to be performed as pertains to County operations; and the number and kind of classifications to perform such services;
10. To contract out for goods and services;
11. To take whatever action is necessary to carry out the functions of the County in situations of emergency.

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 19 HOSPITALIZATION**

The employer agrees to provide 100% of employee's monthly contribution toward the cost of Health Insurance benefits to any employee individually enrolled in the County Health Insurance Program. To be eligible to participate in the Health Insurance Program and to receive the employee's contribution, an employee defined for purpose of this Article as an employee who is regularly assigned and works on the average at least forty (40) hours per week. A member of the Collective Bargaining Unit shall also serve on the Health Insurance Committee.

Beginning September 1, 2022, the Employee agrees to pay Thirty-five (\$35) dollars a month with the Employer providing the remainder of the employee's monthly contribution toward the cost of health insurance. The Employee's portion of health insurance will be capped at (\$35) dollars through the duration of this agreement.

**ARTICLE 20  
ILLINOIS MUNICIPAL RETIREMENT FUND**

The County shall contribute to the Illinois Municipal Retirement Fund on each employee based on their 1000 hour per year policy.

**ARTICLE 21  
CHANGE OF ADMENDMENTS**

It is hereby agreed that this document contains the complete agreement between the parties and no additions, waiver, deletions, changes or amendment shall be made during the life of this Agreement, except by mutual consent, in writing of the parties hereto.

It is also agreed that if there is a consolidation of township highway departments into this department the contract would automatically open for negotiations by both parties.

**ARTICLE 22  
SEVERABILITY**

Should any final decision of any court of competent jurisdiction affect any practice or provisions of the agreement, only the practice or provisions so affected shall become null and void, otherwise, all provisions or practices under this Agreement shall remain in full force and affect.

**ARTICLE 23  
CLOTHING AND SAFETY ALLOWANCE**

The Employer shall provide Six Hundred dollars (\$600.00) per year for the purchase of clothing and safety equipment. In order to receive this allowance, employees shall have all Clothing and Safety Allowance receipts turned in and approved by the County Engineer before the last day of November each year.

**ARTICLE 24  
CDL LICENSE**

The Employer shall pay all the cost of CDL Licenses for all full time maintenance employees who are required to have such license as a condition of employment.



**ARTICLE 25  
DURATION**

This Agreement shall be in full force and effect from December 1, 2020, through November 30, 2024, and shall automatically continue year to year thereafter unless either party desiring change or modification in the same shall notify the other party in writing at least sixty (60) days prior to November 30, 2024. Such other party must grant a meeting to the other party desiring the change within thirty (30) days after such notification.

The foregoing notice to modify the agreement with respect to any provisions given by either party shall not terminate the Agreement and shall not render the automatic renewal clause inoperative.

The following procedure is hereby agreed to in the event of an impasse at the expiration of this Agreement.

- 1) If at the expiration of this Agreement, a settlement mutually agreeable to both parties has not been reached, a joint request will be made to the Federal Mediation and Conciliation Service for a mediator. If at the end of thirty (30) days this process has not produced an agreement, it shall be referred to Step 2.
- 2) A joint request for arbitration shall be made to the Federal Mediation and Conciliation Service for an arbitrator with both parties each submitting their last final offer. The arbitrator shall follow the mandates of the Illinois Labor Relations Act and shall render a decision within forty-five (45) days which shall become final and binding on the parties.

The County and the Union shall split all of the arbitrator's fees and costs equally.

**SIGNATURES**

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement on this 19<sup>th</sup> Day of September, 2022.

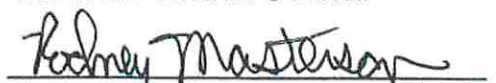
FOR THE EMPLOYER  
Franklin County Highway Dept.

  
Larry Miller, Chairman

FOR THE UNION  
Laborers' Local #773

  
Jerry Womick, Business Manager

The Southern and Central Illinois  
Laborers' District Council

  
Rodney Masterson, Acting District  
Council Business Manager

APPENDIX "A"

CHECK-OFF AUTHORIZATION AND ASSIGNMENT FORM

LABORERS' LOCAL 773
5102 Laborers' Way
MARION, IL 62959

AFFILIATED WITH
THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

Franklin County Highway Department

I, \_\_\_\_\_, (print name), do hereby assign to Laborers' Local Union No. 773, Laborers' International Union of North America, such amounts from my wages as shall be required to pay an amount equivalent to the initiation fees, readmission fees, membership dues, and assessments of the Local Union as may be established for its members from time to time. My Employer, including my present Employer and any future Employer, is hereby authorized to deduct amounts from my wages and pay the same to the Local Union and/or its authorized representative, in accordance with the Collective Bargaining Agreement in existence between the Union and my Employer.

This authorization shall become operative upon the effective date of each Collective Bargaining Agreement entered into between my Employer and the Union.

This authorization shall be irrevocable for a period of one year, or until termination of the Collective Bargaining Agreement in existence between my Employer and the Union, whichever occurs sooner; and I agree and direct that this authorization shall be automatically renewed and shall be irrevocable for successive periods of one year each, or for the period of any subsequent Agreement between my Employer and the Union, whichever is shorter, unless written notice is given by me to my Employer and the Local Union not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable Collective Bargaining Agreement between my Employer and the Union, whichever occurs sooner. For the effective period of this check-off authorization and assignment, I hereby waive any right I may have to resign my Union membership. Furthermore, this check-off authorization shall continue in accordance with the above renewal and revocation provisions irrespective of my membership in the Union.

Union Dues and fees are not tax deductible as charitable contributions for federal income tax purposes. Local dues may qualify as business expenses, however, and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Service.

This assignment has been executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Form with fields: Telephone Number, Employee Signature, Date of Birth, Social Security Number, Street Address, City, State, Zip Code, Initiation Fee, Date Employed, Dues.