

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

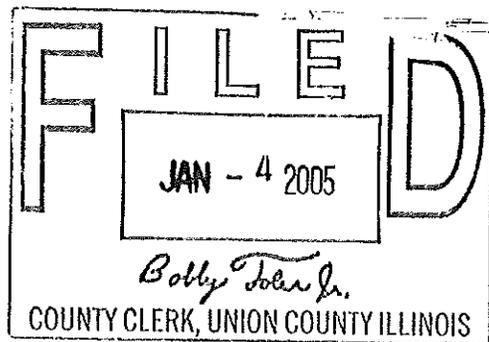
UNION COUNTY HIGHWAY DEPARTMENT

AND

OPERATING ENGINEERS LOCAL 318

DURATION

December 1, 2005 thru November 30, 2010



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AGREEMENT

This Agreement made and entered into this first day of December, 2005, by and between Union County Highway Department, party of the first part, (hereinafter referred to as the Department) and International Union of Operating Engineers, Local 318, Marion, Illinois, party of the second part (hereinafter referred to as the Union).

WITNESSETH

The Union has represented and warranted that it has jurisdiction over the Operating Engineers employed by the County of Union, in the State of Illinois, located in Local 318's territorial jurisdiction, and that it is authorized to represent all of the Operating Engineers so employed by the Department in said County, and that it is the duly authorized agency to enter into any and all collective bargaining agreements for and on behalf of all Operating Engineers employed by the County Highway Department.

NOW THEREFORE, for and in consideration of the promises the parties hereto agree as follows:

ARTICLE I
MANAGEMENT RIGHTS

It is understood that the management of the Employer's property and the direction of it's working forces, including the right to hire, suspend, discipline, and discharge employees for proper cause, and the right to transfer employees, shall be vested exclusively with the Employer. Management shall have the right to receive employees from active duty for lack of work or for other legitimate reasons, however, that no action may be taken pursuant to this article, which is inconsistent with any other provisions of this agreement or for the purposes of discriminating against any employee.

ARTICLE II
FAIR SHARE AGREEMENT

Section I. The Employer shall have the right to employ persons to work the classifications of work named in this agreement with the understanding that such members and present employees, who are not members, must become members of the Local Union not later than thirty-one (31) days after the date of their employment, or.

Section II. If an employee refrains from joining the Union the Employee will be required to pay a fee which shall be their proportionate share of the costs of the collective bargaining process, contract administration, and the cost of pursuing matters effecting wages, hours, and other conditions of employment. In no event shall the employee's fees exceed the amount of dues uniformly required of members.

Section III. Providing further, that if the employee's reason for not joining the Union is based on bona fide religious tenants or teachings of a church or religious body of which the employee is a member, the employee will be required to pay their proportionate share to a non-religious charitable organization agreed upon by the Employee and the Union. If an agreement is not reached on which appropriate charitable organization, the choice of the charity to which such payments shall be made will be from the approved list of charitable organizations established by the Illinois State Labor Board.

Section IV. DUES CHECK OFF Administrative Dues. Upon receipt of an employee's written authorization which shall be irrevocable for not more than one (1) year, or the termination of this Agreement, whichever occurs sooner, the employer shall deduct from each employee's wages the sum of five (.05) cents per hour worked for administrative dues and the employer shall remit the amount so deducted monthly together with a list showing the names of the employees from whose pay the deductions were made and the amount deducted to; I.U.O.E. Local #318, 3310 Water Tower Road, Marion, IL. 62959, no later than the fifteenth (15th) day of the month following the last payroll period of the month in which deductions were made. Such written authorization may be revoked on a revocable date by the employee giving written notice by registered mail to the employer and the Union not less than thirty (30) days prior to the date set for revoking such authorization. In the event no revocation is received, the authorization shall be continued in affect for another year or until the end of the collected bargaining agreement.

Section V. UNION DUES While this Agreement is in effect, the Employer will deduct from each employee's paycheck once each pay period the uniform regular monthly Union dues and initiation fee, if any, for each employee in the bargaining unit who has filed with the employer a voluntary check off authorization form. Check off authorization forms shall be supplied by the Union. Upon receipt of an employee's written authorization, which shall be irrevocable for not more than one (1) year, the Employer shall deduct from each employee's wages the sum of \$30.50 per month for Union dues (amount subject to change per union notification). The Employer shall remit the amount so deducted, monthly, together with a list showing the names of the employees from whose pay the deductions were made and the amount deducted to: I.U.O.E. Local #318, 3310 Water Tower Road, Marion, IL. 62959 no later than the fifteenth (15th) of the month following the last payroll period of the month in which the deductions were made. Such written authorization may be revoked on a revocable date by the employee giving written notice by registered mail to the Employer and the Union not less than thirty (30) days prior to the date set for revoking such authorization. In the event no revocation is received, the authorization shall continue in effect for another year or until the end of the bargaining agreement.

The County Highway Department will not be responsible for payment of Union Dues during the layoff period. The Employees will be responsible for mailing in Union Dues at that time.

This is a payroll deduction for each employee; there is no cost to the Highway Department.

ARTICLE III WORKING CONDITIONS

1. There shall be a maximum of eight (8) hours during any one day and forty (40) hours in one week at regular rate of pay. All time worked over eight (8) hours during one day and forty (40) hours in one week shall be paid at the rate of time and one-half the regular rate. All time worked

on Saturday shall be paid at time and one-half the regular rate. All time worked on Sunday and recognized holidays shall be paid for at double the regular rate. Monday will be the first day of the workweek for computing time.

2. The Department shall notify the employee one hour prior to starting time when there is no work. If no attempt is made by the Department to prevent the employee from reporting to work, the employee shall receive two (2) hours pay for reporting at the regular rate. If an Employee starts to work, he shall receive four (4) hours pay and should work continue past four (4) hours he shall receive eight (8) hours pay at the regular rate. The Department may hold the employee/s no more than one (1) hour on reporting time. All employees are responsible for furnishing to the Department telephone numbers or other names by which to contact them regarding show-up time.

3. No boss, foreman, or temporary employee/s shall do the work of any employee/s laid off, and should he do the work of any employee/s, the employee/s so displaced shall receive pay for same. If an employee/s is discharged by the Department and it is established that he was wrongfully treated, the Department shall reinstate said employee/s with compensation for all lost time (based on operation). The Department also agrees to notify the Union within forty-eight (48) hours when an employee/s is discharged and give the reason why.

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

5. Reasonable heat and protection from the elements shall be furnished on all equipment and to all employee/s of the Department.

6. When required to furnish his own tools, a mechanic shall be furnished a safe place to keep these tools and the Department agrees to be responsible to replace stolen and broken tools.

7. The County Highway Department and Union agree that: The I.M.R.F. plan in effect at present will continue in full force and effect. Workman's compensation will be paid in accordance with State Laws governing such. Contributions to the Illinois Unemployment Insurance to protect against the hazards of unemployment through no fault of the employee/s shall be continued.

8. In the event the County Highway Department shall request the Union to assist in obtaining qualified employee/s, the Union shall use it's best effort to secure the number of employee/s requested.

9. In the event any Operating Engineer employed by the County Highway Department becomes sick or incapable of performing the services required and as a result thereof is absent from the employ of the highway Department, the Department agrees such employee/s will be reinstated as soon as he is able to resume work in a manner that is satisfactory to the Department.

ARTICLE IV TEMPORARY EMPLOYEES

Temporary employee/s may be used by the Company under the terms of this agreement, however, no temporary employee/s shall be allowed to work when those employee/s considered permanent are off work thru no fault of their own. An Employee/s shall be considered temporary for a period not to exceed one hundred eighty (180) calendar days from the day of hire and shall be compensated at one dollar (\$1.00) per hour less than Group II employee/s. No temporary employee/s shall accumulate seniority under the terms of this agreement, nor be entitled to other provisions afforded permanent employee/s, however, should the Department allow temporary

employee/s the opportunity to fill a vacancy created in a permanent position, that date shall be used to determine the employee's date of hire, and thereafter, the employee/s shall be entitled to all provisions of the agreement. Temporary employees shall receive Holiday pay for covered holidays during their work season. Temporary employees shall pay the sum of (\$8.00) per week working dues to I.U.O.E. Local 318, 3310 Water Tower Rd., Marion, Illinois 62959 during their work season.

NON-BARGAINING UNIT WORKERS

During the term of this agreement, the employer will not allow NON-BARGAINING WORKERS to drive and or run any motorized equipment over thirty (30) horsepower. Cemetery crew will be allowed to drive a pick-up truck to job site.

ARTICLE V **GRIEVANCE/ARBITRATION**

In the event any dispute shall arise between the Operating Engineers and the Highway Department and such dispute cannot be adjusted between such employee and the Department, then and in such event, the dispute shall be reported to the Business Representative, who shall attempt to adjust the dispute with the Department Superintendent or it's duly authorized representative and if such dispute cannot then be settled, the matter shall be referred to an arbitrator by the last two mentioned representatives, selecting a third arbitrator from a panel submitted by the Federal Mediation and Conciliation Service. The decision of this arbitrator shall be final and binding on both parties and the expenses of this third arbitrator shall be borne equally by both parties. In rendering his decision, the arbitrator shall not have the authority to add to, subtract from, modify, or amend any provisions of this agreement.

ARTICLE VI **VISITATION RIGHTS**

The Business Representative and all other agents or employees of the Union shall be allowed to visit the shops or job sites of the Highway Department at reasonable business hours, provided, such visit shall have reference only to a matter coming within the terms of this agreement. The Union agrees to keep the County Highway Department informed of duly accredited Union Representatives.

ARTICLE VII
WAGES
CONTRACT YEARS
12/01/2005 THRU 12/31/2010

1. The Department agrees to pay Operating Engineers the following rates of wages:

| | | | |
|----------------------|--------------|---------|----------|
| 1 ST YEAR | 12/01/05 | | 11/30/06 |
| | .50 increase | GROUP 1 | \$17.00 |
| | .50 increase | GROUP 2 | \$16.30 |
| 2 ND YEAR | 12/01/06 | | 11/30/07 |
| | .55 increase | GROUP 1 | \$17.55 |
| | .55 increase | GROUP 2 | \$16.85 |
| 3 RD YEAR | 12/01/07 | | 11/30/08 |
| | .60 increase | GROUP 1 | \$18.15 |
| | .60 increase | GROUP 2 | \$17.45 |
| 4 TH YEAR | 12/01/08 | | 11/30/09 |
| | .65 increase | GROUP 1 | \$18.80 |
| | .65 increase | GROUP 2 | \$18.10 |
| 5 TH YEAR | 12/01/09 | | 11/30/10 |
| | .70 increase | GROUP 1 | \$19.50 |
| | .70 increase | GROUP 2 | \$18.80 |

1. Personnel in Groups 1 and 2 shall be determined by the County Superintendent of Highways and the Business Representative for pay purposes.

2. It is agreed that the County Superintendent of Highways may designate a "HEAD MECHANIC" whose pay shall be twenty-five (.25) cents per hour above Group 1 pay. The County Superintendent of Highways shall have the sole discretion as to when this article is allowable.

3. The terms Operating Engineer as herein defined shall include the following employees of the Department: Shovel, Dragline, Clamshell, Mixer Operators, Blacksmiths, Firemen, Oilers, Plant Operators, Endloader and Highlift Operators, Dozers, Derricks, Pugmills, Motor Patrol, Mechanic and Repairmen, and any or all others employed by the Union County Highway Department, exclusive of clerical and supervisory personnel as defined by the Illinois Public Labor Relations Act of 1986 (amended).

4. The County Highway Department agrees to pay the wages as shown on Friday following

the end of the biweekly pay period, except where circumstances caused by illness or vacation by clerical employees prevent such. Pay shall be available for all employees within one hour of, and prior to, the established quitting time.

ARTICLE VIII
SENIORITY

When new jobs or vacancies occur, the oldest in service qualified employee shall be considered for said position, qualifications shall be considered by the Department and the Union. If the oldest employee in seniority cannot hold down said position, he shall be returned to his former position; within the bargaining unit. In the event of a reduction in force, the last man hired shall be the first man laid off.

ARTICLE IX
HEALTH INSURANCE

It is agreed that the County shall make available a Hospitalization Plan. All employees will be covered under a Single Plan. All shall be based on a forty-hour week and no deductions will be made from the employee for overtime hours or vacation pay and reduction in insurance rate will be shared on a 50/50 basis. It should be better or equal coverage including eye & dental.

ARTICLE X
FUNERAL LEAVE

The Department shall grant three (3) days funeral leave with pay for the immediate family, which shall include:
FATHER/MOTHER/WIFE/DAUGHTER/SON/BROTHER/SISTER.

Three (3) day funeral leave with pay shall be allowed for:
BROTHER-IN-LAW/SISTER-IN-LAW/FATHER-IN-LAW/MOTHER-IN-LAW/SON-IN-LAW/DAUGHTER-IN-LAW/GRANDPARENTS/GRANDCHILD/STEP-CHILDREN.

ARTICLE XI
HOLIDAYS/VACATION

1. All regular employees shall receive eight (8) hours pay at their regular rate for the following holidays without working such days: NEW YEAR'S DAY/MARTIN LUTHER KING DAY/MEMORIAL DAY/JULY FOURTH/LABOR DAY/VETERAN'S DAY/THANKSGIVING DAY/DAY AFTER THANKSGIVING/LINCOLN'S BIRTHDAY/WASHINGTON'S BIRTHDAY/GOOD FRIDAY/COLUMBUS DAY/CHRISTMAS DAY/ELECTION DAY (even years), Employee's Birthday plus any other holiday granted courthouse employees and one (1) personal day.

2. All work performed on holidays under the terms of this agreement shall be paid for at double the regular rate in addition to the holiday pay granted above.

3. All regular employees shall have worked his scheduled workday before and his scheduled workday after the holiday unless at the Departments discretion the employee is excused from the day's work by his supervisor. Employees on temporary lay-off shall be entitled to holiday pay for CHRISTMAS DAY, NEW YEAR'S DAY, MEMORIAL DAY, FORTH OF JULY, LABOR DAY, VETERANS DAY, THANKSGIVING DAY, after being called back to work, and employees off sick during any holiday shall be entitled to holiday pay by furnishing proof from the doctor of illness.

4. It is agreed that all employees who have been in the employ of the County Highway Department for a period of one (1) year shall receive one (1) week vacation with pay on the basis of a forty (40) hour week at the regular rate of pay and after two (2) years of service, each employee shall receive two (2) weeks vacation with pay on the basis of a forty (40) hour week, and after nine (9) years service each employee shall receive three (3) weeks vacation with pay on the basis of a forty (40) hour week and after fifteen (15) years of service each employee shall receive four (4) weeks vacation with pay on the basis of a forty (40) hour week. If an employee quits or is discharged he shall receive vacation pay based on time worked during the year. No employee will lose vacation because of illness.

5. All accrued vacation time will be used by employees as soon as possible, and in no event later than one year after their next anniversary date, and thereafter, no employee shall accumulate vacation leave in excess of that which was earned the previous year by December 31.

6. Years of service are determined since the employee was hired by the Department, not since he joined the Union.

ARTICLE XII **SICK LEAVE**

The Union County Highway Department agrees that one (1) day sick leave shall be allowed for each month of employment to a maximum of 240 days can be accumulated by an employee to be used at time of retirement for service credit. All hours accrued are subject to current guidelines established and maintained by the Illinois Municipal Retirement Fund. This should and must be rolled over to retirement.

ARTICLE XIII **SEPARABILITY**

Any provisions contained herein that are contrary to or held to be in violation of any Federal, State, or Municipal law now in force, or hereinafter enacted, shall be void and of no force and effect and the other provisions of this agreement shall remain in full force and effect. Any article in this agreement that is void by law shall become immediately negotiable.

ARTICLE XIV **NO STRIKE/NO LOCKOUT**

During the term of this agreement employees shall not cease work, slow down, or engage in any strike or other concerted interruptions or interference with the work or business of the employer, and the employer shall not lock out any employee/s covered hereunder during the term of said agreement.

ARTICLE XV
SHOE & CLOTHING ALLOWANCES

A shoe and clothing allowance of up to \$150.00 per employee shall be allowed each year of this agreement.

ARTICLE XVI
TERMINATION

This agreement shall be in full force and effect from December 1, 2005 through November 30, 2010 and shall remain in effect from year to year thereafter, unless, either party gives notice in writing to the other party sixty (60) days before the contract expires that they desire to terminate or modify the agreement.

IN WITNESS WHEREOF, The Highway Department has caused this instrument to be executed, and Union has caused this instrument to be executed by its duly authorized officers, the day and year above written.

UNION COUNTY HIGHWAY DEPT.

Joe Jackson
Commissioner

Jack Eddleman
Commissioner

Paul R. Byette
Commissioner

Bobby John J.
County Engineer

Bobby John J.
County Clerk

OPERATING ENGINEERS

John Dech
Business Manager

Bobby Reed
President

Dated: 1/3/06