

**AGREEMENT
BY AND BETWEEN**

**THE RANDOLPH COUNTY
BOARD OF HEALTH**

AND

**LOCAL 399, INTERNATIONAL UNION OF
OPERATING ENGINEERS, AFL-CIO**

JANUARY 1, 2024 THROUGH DECEMBER 31, 2027

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This agreement is made and entered into the _____ day of _____, 2024, by and between the Randolph County Board of Health on behalf of Randolph County, Illinois (hereinafter referred to as the Employer) and the International Union of Operating Engineers Local 399, AFL-CIO (hereinafter referred to as the Union) on behalf of certain service employees as specified in Article 1, Section 1 of this Agreement and is in effect from January 1, 2024 through December 31, 2027.

ARTICLE 1 UNION RECOGNITION AND MEMBERSHIP

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining agent in all matters pertaining to wages, hours of work and conditions of employment for its employees appointed to status positions in the Randolph County Health Department as certified by the Illinois Public Labor Relations Board, Certification #S-RC-97-72 excluding employees as defined under the Illinois Public Labor Relations Act.

Section 2. If a new position of classification is agreed to be included in the unit by the parties, the parties shall negotiate the proper pay rate. If no agreement is reached on a pay rate, within thirty (30) calendar days from the date the position or classification was established, the Union may appeal the matter to the arbitration step in the grievance procedure.

Section 3. There shall be no individual agreement between the Employer and the bargaining unit employees that conflict with or supersede this Agreement.

Section 4. Union representative(s) shall be granted reasonable access to the premises of the Employer in order to conduct union business. It is not the intent of the Union to disrupt the normal work process, however, necessary discussion will be held as to be non-disruptive as possible. Lengthy discussion will be held on employee's time only.

Section 5. The Union shall appoint Union stewards as necessary to assist in the compliance of the contract. In the event of a dispute, the stewards will be allowed reasonable time to conduct union business as necessitated by dispute or problems without loss of pay or benefits. An employee scheduled to work during the time negotiation meetings are scheduled shall be allowed time off from work with pay and benefits.

Section 6. The Employer agrees there will be no discrimination against stewards or officers of the Union engaged in the negotiation of agreements, the adjustment of grievances or the performance of related work in the interest of the Union and its members.

ARTICLE 2
UNION SECURITY AND UNION DUES CHECK OFF

Section 1. Ninety (90) days after the start of their employment with the Employer or the effective date of this Agreement, whichever is later, any bargaining unit employee who freely and voluntarily signs an authorization card which permits the deduction of dues or fees covering the costs of that employee's representation, the Employer will deduct and remit that amount to the Union on a monthly basis.

Section 2. The Employer agrees to deduct the periodic monthly membership dues, initiation fees or fees covering the costs of the employee's representation from the pay of each employee who voluntarily submits a proper check-off authorization form and remit such deductions to the Union. The authorization shall remain in effect until revoked by the employee and shall be irrevocable for a period of one (1) year from the date the employee authorizes the deduction or until the termination of the collective bargaining agreement, whichever occurs sooner. Such fees shall not exceed the amount of dues uniformly required.

Section 3. The Union shall notify the Employer in writing of the proper amount of the dues, initiation and representation fees and any subsequent changes in such amounts. The Employer agrees to furnish the Union a monthly record of those employees for whom deductions have been made and the amount deducted.

Section 4. The Union shall indemnify, defend, and hold harmless the Employer and its officials, representatives and agents against any and all claims, demands, suits, or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the Employer in complying with the provisions of this Article. If any improper deduction is made, the Union shall refund directly to the employee(s) any such amount.

ARTICLE 3
RESIDENCY

Employees must reside within Randolph County. Any employee(s) hired after the effective date of agreement who are not residents of Randolph County are required to abide by the provision of this Article within ninety (90) days after successful completion of the Introductory period. Existing employees residing outside of Randolph County shall be exempt (at their present location) from this Article. Extensions to the 90 day provision may be granted by mutual agreement.

**ARTICLE 4
INTRODUCTORY PERIOD**

Section 1. The introductory period for a newly hired employee to the bargaining unit is 90 calendar days.

Section 2. During this introductory period, the employee is expected to observe, learn, and meet the established performance standards, procedures, and work rules for employees in that position. Proper training will be provided by Employer. During this period, the employee can be terminated at the Employer's discretion without recourse to the grievance procedures.

Section 3. Upon successful completion of the introductory period, full-time employees become eligible for paid benefits. Part-time employees who regularly work 24 hour per week or more become eligible for pro-rated benefits. Accrual dates for all benefits start at the hire date. Paid medical, dental and life insurance benefits start after thirty (30) days of employment.

**ARTICLE 5
HEALTH AND LIFE INSURANCE AND TRAVEL REIMBURSEMENT BENEFITS**

Section 1. Because health insurance benefits are among the most important benefits available to employees under this Agreement, and the cost of health insurance is increasing and likely continue to increase, and because the Employer, as a tax supported entity, has very limited ability to determine the specific benefits and costs of health insurance, it is understood and agreed that the Employer will endeavor to provide health insurance benefits generally comparable to those presently available and at the lowest feasible cost in accordance with the costs set out under Section 3 below. Accordingly, before implementing any substantial changes in either the benefits or the cost of health insurance, the Employer will notify the union and afford it a reasonable opportunity to bargain about the impact of any such proposed changes.

Section 2. GROUP MEDICAL INSURANCE

1. Group Medical Insurance Plan – Each full-time employee is entitled to Group Medical coverage on the first day of the month following thirty (30) days of employment. While on a period of disability under IMRF, the Employer shall pay for the employee's medical insurance coverage for the first six month of disability. While on disability, an employee may continue on the Group Medical Insurance for an additional eighteen (18) months, reimbursing the Employer for full costs of coverage for self and/or any dependents.

The Employer will not substantially reduce the level of benefits currently in place for employees without negotiating such changes with the Union. The Union shall be entitled to have a representative present when bids are taken.

Effective August 1, 2015, the parties agree that Employees will contribute \$25.00 a month toward their monthly insurance premium. Further, Employees who have elected to receive the Health Savings Account Plan (HSA) shall contribute an additional \$25.00 per month to be placed in their HSA. The Employer will contribute to the Employee's HSA as outlined in Section 3-2. Employees opting for the traditional plan shall receive the same compensation in deductible reimbursements.

2. The Employer will provide a payment of \$150.00 per month to employees not participating in Group Medical Insurance. Employees not participating must meet requirements set by the Employer. If during this contract, this provision is found to be or becomes in conflict with the Affordable Care Act, this payment will be discontinued without any other changes to benefits or compensation under this Contract. Affected employees will have the right to sign up for medical coverage without waiting to the next open enrollment, as allowed by law.
3. GROUP LIFE INSURANCE PLAN – All full-time employees are entitled to coverage under the Employer's Group Life Insurance Plan effective on the first day of the month following thirty (30) days of employment.
4. An employee may elect family and dependent coverage with the employee to pay all costs, including any increases.

Section 3. EMPLOYEE COST OF GROUP MEDICAL INSURANCE

1. The cost of the employee-only health insurance shall be paid by the Employer, except the employee shall be required to contribute \$25.00 per month of the cost of the employee-only health insurance and contribute \$25.00 per month to their Health Savings Account.
2. The Employer will contribute \$2,400.00 per year to the employee's Health Savings Account. Payment of \$800.00 will be disbursed on January 1, April 30 and October 1 of the respective years.
3. If a substantial increase or reduction in the cost of employee health insurance occurs for the Employer, the Employer and the Bargaining Unit agree to reopen the contract discussions as to Numbers 1 and 2 in this section only.

Section 4. TRAVEL EXPENSE/REIMBURSEMENT

Reimbursement for travel expenses will be at the rates set by the Randolph County Board.

Section 5. RETIREMENT

The Employer is a participant of the Illinois Municipal Retirement Fund (IMRF). The Employer will pay the employer percentage and will pay the employee's percentage in accordance with the following schedule:

During the years 2024, 2025, 2026 and 2027, the Employer will pay 4.5% of the employee's IMRF portion.

**ARTICLE 6
SCHEDULED WORKING HOURS**

Section 1. Regular working hours shall be from 8:00 a.m. to 4:00 p.m. Monday through Friday, except holidays and other days observed as holidays. The Employer may, however, schedule employees between the hours of 6:30 a.m. and 5:30 p.m. The normal work week shall be thirty-seven and one-half (37.5) hours worked and two and one-half (2.5) hours paid lunch periods for a total of forty (40) hours paid per week. Employees shall be at their work location at the start of their work day and shall leave at the end of their work day.

Section 2. Lunch periods shall be of thirty (30) minute paid duration and may be staggered at the Employer's discretion to assure that coverage of the office operations is available. An employee must work at least 3.5 hours in a day to qualify for the paid lunch and the lunch period should occur near the middle of the employee's daily work period. A Part-Time employee meeting the above requirements is entitled to a paid lunch period.

Section 3. At a time mutually agreeable between the Employer and employee, an employee may take one (1) five (5) minute break in the morning and one (1) five (5) minute break in the afternoon. Any additional breaks must be approved by the Employer (or designee) and will be charged to the employee's compensatory time.

**ARTICLE 7
HAZARDOUS WEAHTER**

Section 1. Employees who do not report for work on a scheduled work day due to weather conditions may charge the time against accumulated leave at the employee's option. These options would include: vacation leave, personal leave, sick leave, compensatory leave, or no pay status.

Section 2. If the Employer's Administrator (or designee) determines weather conditions are severe enough to dismiss employees with regular pay, he/she will determine who will remain in order to keep that office open to the conclusion of the work day. If it is deemed necessary to close the Randolph County Courthouse due to hazardous weather the Randolph County Health office will also be closed.

**ARTICLE 8
HOLIDAYS**

Section 1. Each year, a list of holidays and the dates of observance thereof will be given to each employee. Employees are entitled to eight (8) hours pay at their regular hourly rate for the holidays as listed below. Holidays will be prorated for part-time employees.

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
Presidents Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve Day
Juneteenth	Christmas Day
Independence Day	New Year's Eve
Labor Day	

Section 2. When Christmas Eve Day or New Year's Eve Day occur on a Saturday or Sunday, the previous Friday, shall be a holiday. When Christmas Day or New Year's Day occur on a Saturday or Sunday, the following Monday shall be holiday.

**ARTICLE 9
VACATIONS**

Section 1. After completing twelve (12) continuous month of service with the Employer, full-time and eligible part-time employees are entitled to annual vacation pay as follows:

<u>1. Years of Service</u>	<u>Paid Vacation Days (8 hours) Per Anniversary Year</u>
One	1 Week
Two	2 Weeks
Four	3 Weeks
Ten	4 Weeks
Fifteen	4 Weeks, 3 Days

2. Part-time employees who qualify will be entitled to vacation on a prorated basis calculated monthly.

Section 2. The twelve month vacation year begins on the employee's date of employment and on succeeding employment anniversary dates. Vacation leave must be approved in advance by the Employer's Administrator (or designee). An employee shall not be eligible to take paid vacation until after their anniversary date and the vacation must be taken within one (1) year of the date earned. An employee may carry over up to one (1) week of vacation each year.

Section 3. If a paid holiday falls within the vacation period, that day will not be charged to the employee's vacation time.

Section 4. If requests conflict with each other, employees' seniority shall be the controlling factor in determining which of those requests will be approved.

Section 5. All approved vacation requests as of March 1, of each calendar year, may not be bumped due to seniority with Section 4 of Article 9.

Section 6. Vacation for employees hired after January 1, 2013 will be capped at weeks 4 weeks.

**ARTICLE 10
PERSONAL LEAVE**

After successful completion of the Introductory Period, full-time employees are eligible for personal leave of four (4) days per year; part-time employees who qualify are eligible for personal leave on a pro-rated basis, calculated quarterly. Personal leave must be approved by the Employer's Administrator (or designee). Payment in lieu of personal leave will not be given. Personal leave may not be carried over from year to year. The term "year" as used in this paragraph shall mean the twelve month period beginning January 1. New employees will receive personal leave on a pro-rated basis after the Introductory Period. One personal day may be carried over to the following year as eight (8) hours vacation.

**ARTICLE 11
FUNERAL LEAVE**

Section 1. In the event of a death in the immediate family (spouse, parent, child, brother, sister, parent-in-law, brother-in-law, sister-in-law, step parents, step child, or grandchild) of full-time employee, the employee shall be granted up to five (5) days paid leave of absence. An employee shall be granted two (2) additional days of funeral leave with the approval of the employee's immediate supervisory. In the event of a death of the employee's grandparent, aunt, or uncle the employee may be granted three (3) days paid leave of absence in order to attend the funeral. The Employer (or designee) may require proof to substantiate such leave.

Section 2. Time off for funeral, other than listed above, shall be scheduled with the Employer's Administrator (or designee) and charged to vacation, personal or sick leave.

**ARTICLE 12
SICK LEAVE**

Section 1. After completing the Introductory Period, each full-time and eligible part-time employee shall be entitled to sick days with pay as follows:

1. Employees are entitled to sick days with pay at a rate of 1 day (8 hours) per month.
2. Part-time employees who qualify are entitled to sick days with pay at a pro-rated rate for each completed month of service.
3. Part-time employees who regularly work less than 24 hours per week, seasonal or temporary employees are not entitled to receive sick leave benefits.
4. Employees on unpaid leave of absence or layoff status will not accumulate sick leave.
5. Employees shall be allowed to carry over from year to year any unused sick leave, up to one hundred (100) days at which time disability becomes effective.

6. Sick leave may be used for illness, disability or injury of the employee, appointments with doctors, dentists, or professional medical practitioners and may be used in the event of the serious illness, disability, injury or death of a member of the employee's immediate family. The Employer's Administrator (or designee) may require evidence to substantiate that such leave days are used for the purpose herein set forth.
7. Employees requesting sick leave must notify the Employer's Administrator (or designee) as soon as possible, according to procedures established within the employee's department. Failure to report can be cause for considering the absence to be unauthorized without pay.
8. On returning to work from a prolonged absence, employees may be asked to provide a physician's report regarding any limits on physical activity and the likely duration of these limits.
9. Upon termination, employees will be paid for any accumulated sick leave, up to a maximum of one hundred (100) days.
10. Sick leave may be used in increments of not less than ¼ hours (15 minutes).
11. For employees hired after December 1, 2012, sick leave may be accumulated to a maximum of thirty (30) days.

ARTICLE 13 JURY DUTY

Any employee who is called for jury duty shall be excused from work for the days served. Employees shall receive their normal pay for each day of jury duty for which they would have worked. During this time, if the employee is not actually performing jury duty, the employee shall return to work for the remainder of the work day. Payment received for jury duty shall be returned to the Employer; however, mileage reimbursement shall be retained by the employee.

ARTICLE 14 COMPENSATION

Section 1. Paychecks – Employees shall receive their paychecks bi-weekly.

Section 2. No Advance – There shall be no advances or loans to employees.

Section 3. Compensatory Time – Upon approval of the Employer's Administrator (or designee), employees who work more than 7.5 and less than 8 hours in any day (or more than 37.5 and less than 40 hours in any calendar week) will receive compensatory time at their straight time rate until 8 hours of work is completed in the day (or 40 hours of work is completed in the calendar week). Employees who work more than 8 hours in any day (or forty 40 hours in any calendar week) will receive compensatory time at a rate of one and one-half hours for each hour worked. Compensatory time should be scheduled for usage at an

agreeable time between the employee and the Employer's Administrator (or designee), and no more than 40 hours of Compensatory Time may be carried over beyond the calendar year end in which it was earned. Any Compensatory Time beyond 40 hours remaining at the calendar year end must be paid out in that calendar year.

Example: Because the normal work day is 7.5 hours (and the normal work week is 37.5 hours), a person must work an additional .5 hours in a day to have worked 8 hours. The paid lunch period does not count as time worked, only time paid.

If a person worked for 8.5 hours in a day – 8:00 am to 5:00 pm (a total of 9 hours at work including the paid .5 hour lunch period), that person would receive compensatory time as follows:

<u>Hours Worked</u>	<u>Compensatory Time Received</u>
The first .5 hours worked (hours worked: $7.5 + .5 = 8$)	.5 hours
The remaining .5 hour worked	.75 hours

Section 4. Pay rates and job classifications specified herein shall be arrived at through negotiations by and between the parties. The pay rates for various job classifications and other items within the bargaining unit shall be defined in Schedule A in this Agreement.

Section 5. Work performed for the Employer by the employees covered herein during any holidays recognized elsewhere herein shall be compensated at two (2) times their basic straight time hourly rates, this being in addition to payment to them of eight (8) hours basic straight time hourly rates herein. Holiday work must be approved by the Employer's Administrator (or designee).

Section 6. Employees covered by this Agreement, called back to work after their regular shift shall have a minimum of two (2) hours compensatory time or receive compensatory time for actual work performed, whichever is greater, at the applicable overtime rates specified elsewhere herein. However, if their regular scheduled shift starts within two (2) hours after they are called back, they shall revert to their regular rate at the start of their regular scheduled shift, but in no case can they receive less than two (2) hours compensatory time at the applicable overtime rate for time worked prior to their shift.

Section 7. Should the Employer determine that a satisfactory candidate cannot be recruited for an existing classification due to the wage rate for that classification, the Employer may upon thirty (30) days written notice to the Union reopen negotiations for the limited purpose of

negotiating and establishing a new rate for the classification. The Employer may establish a temporary rate pending negotiations with the Union.

ARTICLE 15 SENIORITY

Section 1.

1. The Employer agrees to provide rosters to the Union of the employees in classifications covered by this Agreement showing each employee's seniority, job classification, current address and phone number.
2. The Employer agrees to provide the Union the above mentioned rosters upon its request annually.
3. Seniority shall be defined as the total length of continuous service with the Employer.
4. Departmental seniority shall be defined as continuous service within any department of the Employer. Departmental seniority and qualifications shall prevail in regard to reductions within each department.
5. Any employee moved out of his/her department due to a reduction in the workforce will have their seniority tested within the entire County Health Department and will be given a chance to bump the least senior employee with the rate of pay closest to their current rate of pay. Provided that the dislocated employee can perform the work with little or no instruction and has the required qualifications for the Job Classification.

Section 2. In the event economic conditions warrant a change, all services will be considered before a reduction in workforce is considered. In the event a reduction in workforce is required, the Employer agrees to discuss the effects of the decision with the Union. The Employer shall make every effort to relocate any bargaining unit employee who is to be laid off in other positions in the Randolph County Health Department.

Section 3.

1. Any employee covered by this Agreement desiring to bid on the posted vacancy shall submit their name and any other materials in support of their bid by the date indicated on the posted notice to be eligible for consideration. When employees are equally qualified for a position, the more senior employee shall be awarded the position. Employee(s) awarded a bid shall be allowed to bump back to their original position in the event they do not make their introductory period or choose to return to their original position within the introductory period. Employees awarded a bid shall be allowed to bump back to their original position within sixty (60) days or until the Employer has filled the position, whichever period is longer.
2. For at least five (5) calendar days, the Employer shall post notice of such vacancy to all other bargaining unit employees. The Employer may also take steps to recruit or advertise the vacancy outside the specific office as deemed appropriate.

**ARTICLE 16
NO STRIKE**

Section 1. The Union recognizes and agrees that the employees it represents will provide the Employer service on a continuous basis. The Union and its members hereby agree that during the term of this contract there will be no interruption of this service due to any strike or work stoppage, slow down, or other activity which no longer provides such service.

Section 2. The Employer hereby agrees that during the term of this contract there will be no lock out of its employees.

**ARTICLE 17
GRIEVANCE PROCEDURE**

Section 1. A grievance is defined as a complaint arising under and during the term of this Agreement raised by an employee or the Union against the Employer alleging that there has been a violation, misinterpretation or misapplication of this Agreement. A grievance must be raised within fifteen (15) working days of the events giving rise to the grievance.

Section 2. It is agreed that representative(s) of the Union may appear on behalf of any employee in any of the grievance or arbitration proceedings outlined in this Agreement.

Section 3. A written grievance filed against the Employer will be processed in the following manner:

Step 1. Any employee or authorized Union representative acting on behalf of the Union may discuss with the Supervisor, the alleged grievance. If a satisfactory resolution is not reached, the employee or authorized Union representative will present the grievance in written form to the Administrator. The Administrator will give a written response within five (5) working days of receipt of the grievance.

Step 2: If the grievance is not settled at Step 1 and the grievant or the Union wishes to appeal the grievance to Step 2, it shall be submitted to the Randolph County Board of Health for resolution. The County Health Board shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within fifteen (15) working days with the grievant, a Union representative and a Business representative from Local 399. If no settlement of the grievance is reached, the Randolph County Board of Health shall provide a written answer to the Union Business Representative or their designee, within five (5) working days following the meeting.

Step 3: If the grievance is not settled in Step 2, the Union may refer the grievance to arbitration.

1. The parties shall attempt to agree upon an arbitrator within five (5) working days after the receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within the five (5) day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators who are all members of the National Academy of Arbitrators. Each party retains the right to reject one panel in its entirety and request a new panel be submitted. With the first strike determined by a coin flip, the Employer and the Union shall alternate striking one name from the list until only one name remains.
2. The arbitrator shall be notified jointly by the parties of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of the Union and the Employer.
3. The Employer and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Employer and the Union retains the right to employ legal counsel.
4. The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
5. More than one grievance may be submitted to the same arbitrator only if both parties mutually agree to do so in writing.
6. The fees and expenses of the arbitrator shall be paid by the party failing to prove their position with the arbitrator.

Section 4. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from, the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation, or misapplication of the specific provisions of this Agreement. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws. Any decisions or awards of the arbitrator shall be final and binding on the Employer, the Union and the employees covered by this Agreement.

Section 5. The Union retains the right to resolve grievances through negotiated settlements on behalf of the Union or the grievant.

ARTICLE 18
DISCIPLINE

Section 1. Employer agrees with the tenets of corrective and progressive discipline. Disciplinary action shall include only the following:

1. Oral warning
2. Written warning
3. Probation
4. Suspension without pay
5. Discharge

Section 2. 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. The requirement to use progressive disciplinary action does not prohibit the Employer from using a more severe measure, including discharge, when the offense indicates that a substantial shortcoming or action of an employee renders the continuation of employment or the employee is detrimental to the Employer. Such disciplinary actions shall include, but not be limited to the following: carrying a concealed weapon; gross insubordination; possession of a controlled substance, cannabis or illegal drugs; intentional destruction or theft of County property; fighting on the job; appearing for work under the influence of illegal drugs or alcohol or other substance that may impair an employee's ability to perform all the duties required. Nothing herein shall preclude the use of prescription medication in accordance with a physician's direction. 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. Both the employee 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. If the Employer has reason to discipline an employee, it shall be done professionally and privately. The employee will be entitled to Union representation and advised of such at any and all disciplinary actions by the Employer or their designee.

Section 5. For discipline other than warnings, prior to notifying the employee of the contemplated measure of discipline to be imposed, the Employer shall notify the Union of the meeting and then shall meet with the employee involved and inform employee of the reason for such contemplated disciplinary action including any names of witnesses and copies of pertinent documents.

Section 6. Discipline, other than a suspension, shall be removed from an employee's record if, from the date of the occurrence, twenty-four (24) months have passed without the employee receiving further discipline for such offense.

**ARTICLE 19
LIMITATIONS OF AGREEMENT**

No provision or clause of this Agreement may supersede State or Federal law.

**ARTICLE 20
EFFECTIVENESS OR AGREEMENT AND CHANGES OR AMENDMENTS**

Section 1. This Collective Bargaining Agreement shall become effective as of January 1, 2024, and remain in effect through December 31, 2027. It shall automatically be renewed thereafter from year to year unless either party notifies the other in writing at least sixty (60) days prior to the expiration date that it desires to modify or terminate this Agreement.

Section 2.

1. The parties recognize the joint responsibility to provide continuing healthcare services to the end that the County Health processes are not interrupted. If the parties are unable to agree upon the terms of a successor agreement, they may by mutual agreement submit the dispute to interest arbitration.
2. Upon notice, as specified in Section 1 above, negotiations shall begin promptly thereafter. Such negotiations shall continue with this Agreement remaining in effect until a new Agreement is reached or until this Agreement is abrogated by the Union giving the Employer ten (10) working days written notice that it has been terminated.

**ARTICLE 21
MANAGEMENT RIGHTS**

Section 1. The Employer shall not be required to bargain over matters of inherent managerial policy which shall include; a) to manage its affairs and determine the quantity and quality of services to be rendered, the equipment to be used, and the discontinuance of any services, materials or methods of operation; b) to introduce new equipment, technology, methods, or processes and to decide on materials and equipment to be used; c) to determine the number, location and types of facilities; d) to determine the size of the workforce and increase or decrease its size; e) to hire, assign work within the appropriate Job Classifications

and to lay off employees (only after contractors and temporary employees within the associated Job Classifications are laid off first and employees who were previously laid off must be recalled to work before contractors and/or temporary employees); f) to direct the workforce, assign work within the appropriate Job Classifications, and determine the number of employees assigned to operations; g) to establish and/or revise performance standards or norms in order to meet the deliverables of various grant programs; h) to determine the qualifications of employees within the appropriate job classifications. The Employer, however, shall be required to bargain collectively with regard to policy matters directly affecting wages, hours and terms and conditions of employment addressed in this Agreement as well as the impact thereon upon request by employee representatives.

Section 2. The Employer shall adopt no policy or procedure in conflict with the express terms of this Agreement. The Employer will afford the Union notice and an opportunity to bargain any new policy or procedure directly affecting wages, hours and terms and conditions of employment as expressed in this Agreement and the Union may grieve the reasonableness of any such policy or procedure.

ARTICLE 22

PAID LEAVE FOR ALL WORKERS (PLAW) PROVISIONS

The Employer and the Union hereby acknowledge and recognize the requirements of the Illinois PLAW Act, and believe the provisions of this Agreement meet or exceed the requirements of that Act.

ACCEPTANCE BY PARTIES

We hereby state that the foregoing instrument consisting of pages numbers 1 through 18 inclusive is mutually acceptable to us, and we covenant to maintain it and obey its provisions during the period of its effectiveness.

Randolph County Board of Health

Operating Engineers Local 399

By: _____

By: _____

David M Holder, Chairman
Randolph County Board of Health

President and Business Manager

SCHEDULE A
PAY SCHEDULE AND JOB CLASSIFICATIONS FOR EMPLOYEES

Section 1. Job Classifications and hourly wage rates:

	<u>01/01/2024</u>	<u>01/01/2025</u>	<u>01/01/2026</u>	<u>01/01/2027</u>
Registered Nurse	\$ 29.35	\$ 30.52	\$ 31.74	\$ 33.01
Public Health Professional	\$ 25.50	\$ 26.52	\$ 27.58	\$ 28.68
Clerk / Clerical	\$ 19.00	\$ 19.76	\$ 20.55	\$ 21.37

Section 2: Additional Pay for Continuous Years of Service: On the first day after completing the following years of service (applicable anniversary date), the corresponding additional pay amount will be added to the individual's applicable above hourly rate. Additional Pay Amounts are not cumulative from the previous Years of Service Completed.

<u>Years of Service Completed:</u>	<u>Additional Pay Amount:</u>
5 Years of Service	\$ 0.45
10 Years of Service	\$ 0.60
15 Years of Service	\$ 0.90
20 Years of Service	\$ 1.20
25 Years of Service	\$ 1.40

Section 3: Introductory Pay Rates for New Employees: New employees hired into a Job Classification shall receive a percentage of the above hourly rates over their introductory periods as follows:

1 st Full Year of Employment	90% of Hourly Rate
2 nd Full Year of Employment	95% of Hourly Rate
3 rd Full Year of Employment and Beyond	100% of Hourly Rate

The Employer reserves the right to forgo the requirements of Section 3, based on the employee's credentials at their time of employment and/or lifetime experience in similar positions.

Section 4: General Description of Job Classifications:

1) Registered Nurse – an individual having at least the minimum educational requirements and holding the professional credentials as recognized by the Illinois Department of Professional Registration. Duties include all those duties customarily performed by a Registered Nurse in a Health Department and/or as required by the State of Illinois for a Health Department or any of its granting agencies. Programs include but are not limited to Communicable disease, LEAD, Family Case Management, High Risk Infant program, APORS, Administration of Vaccines and injections, genetics education, chronic disease management, Smoke Free Illinois Act Education, Emergency Preparedness program, Prescription Monitoring Program, Health Education as related to current programs.

2) Public Health Professional:

2-A) Health Care Professional – an individual holding professional credentials as related to general health care as required for a Health Department. Duties include all those duties customarily performed by a person holding such credentials in a Health Department and/or as required by the State of Illinois for a Health Department or any of its granting agencies. Programs included but are not limited to Women’s, Infants and Children (WIC), Breastfeeding Program, Health Education as related to current programs and participation in the Public Health Emergency Preparedness, Program Prescription Monitoring Program, and Smoke Free Illinois Act.

2-B) Environmental Health Specialists – an individual holding professional credentials as related to environmental health as required for a Health Department. Duties include all those duties customarily performed by a person holding such credentials in a Health Department and/or as required by the State of Illinois for a Health Department or any of its granting agencies. Programs included but not limited to Food Sanitation, Private Sewage, Potable water, septic systems and Wells, Vector, LEAD poisoning, Tanning and Body Art Inspections, Food Sanitation, Public Health Emergency Preparedness Program, and Smoke Free Illinois Act.

3) Clerk / Clerical – an individual holding at least a high school diploma and no specific professional credentials. Duties include all those duties customarily performed by a person in a clerical and/or administrative roll in a Health Department and/or as required by the State of Illinois for a Health Department or any of its granting agencies. Duties to include but not limited to: Answers all agency telephone calls, performs clerical duties as assigned by the supervisor, including but not limited to: Distributing mail, scheduling, photocopying, shredding, and filing, performs Billing functions as assigned, duties as required for the WIC and LEAD programs. Participates in Public Health Emergency Preparedness Program.