



AGREEMENT

BY AND BETWEEN

**THE
RANDOLPH
COUNTY
HEALTH DEPARTMENT**

AND

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

JANUARY 1, 2016 THROUGH DECEMBER 31, 2017

This agreement is made and entered into this 16th day of March, 2016, 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, 2016 through December 31, 2017.

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, and working 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 or 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 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 that 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. As a condition of continued employment, all employees included in the collective bargaining unit ninety (90) days after the start of their employment with the Employer or the effective date of this Agreement, whichever is later, shall become members of the Union and pay to the Union periodic monthly dues and initiation fees uniformly required of all union members or

pay to the union a fair share fee equivalent to the periodic monthly dues required of union members. Employees who fail to comply will be terminated by the Employer upon union request.

Section 2. The Employer agrees to deduct the periodic monthly membership dues and initiation fees from the pay of each employee who voluntarily submits a proper check-off authorization form and remit such deductions to the Union. The Employer shall automatically deduct the periodic monthly service fees equivalent to the Union's periodic monthly membership dues from the pay of each employee who elects not to become a union member and remit such deductions to the Union. Deductions shall be made from the first paycheck of each month.

Section 3. The Union shall notify the Employer in writing of the proper amount of the dues, initiation and fair share 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.

ARTICLE 3 RESIDENCY

Employees must reside within Randolph County. Any employees hired after the effective date of this 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. 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 180 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 the Employer. During this period, the employee can be terminated at the Administrator'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 work three (3) days or more per week 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, MEDICAL 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 to 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 months of disability. While on disability, an employee may continue on the Group Medical Insurance for an additional eighteen (18) months, reimbursing the County 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.

The parties agree to discuss at a later time the creation of a Joint Health Insurance Committee to discuss the rising costs of insurance and to review and accept health insurance plans in the future.

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 Plan, (HSA), shall contribute an additional \$25.00 a month to be placed in their HSA. The parties further agree that for the remainder of the 2015 calendar year, Randolph County will contribute \$1,300.00 toward all employees' HSA. Randolph County will contribute \$1500.00 a year toward the Employees' HSA in year 2016 and 2017 to be to be disbursed in three equal installments – January 1, April 30, and October 1, of those years. Employees opting for the traditional plan shall receive the same compensation in deductible reimbursement in these years.

2. The Employer will provide payment of \$150.00 per month to the 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, if allowed by law.

3. GROUP LIFE INSURANCE PLAN - All full-time employees are entitled to coverage under the County'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 to the cost of the employee-only health insurance and contribute \$25.00 per month to their Health Savings Account.
2. The Employer will contribute \$1,500 in 2016 and 2017 to the employee's health savings account each year. Payments of \$500 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 for discussions as to Numbers 1 and 2 in this section only.

Section 4. TRAVEL EXPENSE/REIMBURSEMENT

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

Section 5. RETIREMENT

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

During 2016, the Employer will pay 1.5% of the employee's IMRF obligation and the employee will pay the 3.0% balance.

During 2017 and thereafter, 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 4:30 p.m. Monday through Friday, except legal 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. Employees shall be at their work location, as assigned by the monthly schedule, at the start of their work day and shall leave at the end of their work day.

Section 2. Lunch periods shall be of sixty (60) minute duration, and may be staggered at the management's or designee's discretion to assure that coverage of the office is available. The lunch period should be taken near the middle of the employee's daily work period with the administrator or designee's approval.

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 Administrator or designee and will be charged to the employee's compensatory time.

ARTICLE 7 HAZARDOUS WEATHER

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 time, or no pay status.

Section 2. If the Randolph County Health Department 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 seven and one-half (7.5) 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
Lincoln's Birthday	Day after Thanksgiving
Good Friday	Christmas Eve Day
Memorial Day	Christmas Day
Independence Day	New Year's Eve
Labor Day	

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

**ARTICLE 9
VACATIONS**

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

1.	Years of Service	Paid Vacation Days <u>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 figured 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 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 request will be approved.

Section 5. All approved vacation request as of March 1, of each calendar year, may not be bumped due to seniority within Section 4 of Article IX.

Section 6. Vacation for new hires after January 1, 2013 will be capped at 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 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 7.5 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 and step children) 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 unpaid funeral leave with the approval of the employee’s immediate supervisor. 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. All funeral leave must be taken on consecutive days. The Randolph County Health Department or designee may require proof to substantiate such leave.

Section 2. Time off for funeral, other than listed above, shall be scheduled with the 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 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 work less than three (3) days per week, and 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 Randolph County Administrator 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 Randolph County 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 hour (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 Randolph County Health Department, 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 by the administrator or designee, employees who work more than 37.5 hours and less than 40 hours in any calendar week will receive compensatory time at their straight rate. Employees who work more than forty (40) hours in any calendar week will receive compensatory time at a rate of one and one-half hours for each hour in excess of forty (40) hours. Compensatory time should be scheduled at the earliest possible date agreeable between the administrator or designee, and may be carried over beyond the fiscal year in which it was earned only upon approval of the administrator or designee.

Section 4. Pay rates specified herein shall be arrived at through negotiations by and between the parties. The pay rates for various positions 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 (7.5) hours basic straight time hourly rates herein. Holiday work must be approved by the administrator or designee.

Section 6. Employees covered by this Collective Agreement called back to work shall have a minimum guarantee 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 Collective 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 Randolph County Health Dept.
4. Departmental seniority shall be defined as continuous service within any department at the Randolph County Health Department. 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 skills, ability and necessary required certifications and education to perform the work.

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 County Health Board 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 Health Board 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 of 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 Collective 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, 2016, and remain in effect through December 31, 2017. 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 Collective Agreement remaining in effect until a new Agreement is reached or until this Collective Agreement is abrogated by the Union giving the Employer ten (10) working days written notice that it has been terminated.

**ARTICLE 22
MANAGEMENT RIGHTS**

Section 1. The Employer shall not be required to bargain over matters of inherent managerial policy which shall include such areas of discretion or policy as the functions of the Employer, standards of services, its overall budget, the organizational and structure and selection of new employees, examination techniques and direction of employees. The Employer, however, shall be required to bargain collectively with regard to policy matters directly affecting wages, hours and terms and conditions of employment 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 about any new policy or procedure directly affecting wages, hours and terms and conditions of employment and the Union may grieve the reasonableness of any such policy or procedure.

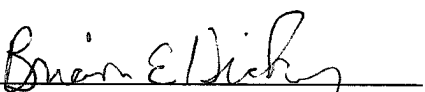
ACCEPTANCE BY PARTIES


We hereby state that the foregoing instrument consisting of pages number 1 through 15 inclusive is mutually acceptable to us, and we covenant to maintain it and obey its provisions during the period of its effectiveness.

Randolph County Health
Department

Operating Engineers Local 399

By: 
Marc Kiehna, President

By: 
Brian Hickey, President and Business Manager


Floyd Fessler, Business Agent

PAY PLAN FOR RANDOLPH COUNTY HEALTH DEPARTMENT

Schedule A

Section 1. Wage increases: 1.5% for 2016, retroactive to January 1, 2016;
0% for 2017.