

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

THE RANDOLPH COUNTY, ILLINOIS HIGHWAY DEPARTMENT,

THE BOARD OF COMMISSIONERS OF

RANDOLPH COUNTY, ILLINOIS

AND

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

LOCAL UNION #459

BELLEVILLE, ILLINOIS

JULY 01, 2013 THRU JUNE 30, 2016

TABLE OF CONTENTS

ARTICLE 1	MEMORANDUM OF UNDERSTANDING
ARTICLE 2	UNION RECOGNITION
ARTICLE 3	DUES CHECKOFF
ARTICLE 4	DISCRIMINATION
ARTICLE 5	HIRING PROCEDURE
ARTICLE 6	SENIORITY
ARTICLE 7	HOURS OF WORK
ARTICLE 8	HOLIDAYS
ARTICLE 9	PERSONAL LEAVE
ARTICLE 10	SICK LEAVE
ARTICLE 11	BEREAVEMENT LEAVE
ARTICLE 12	VACATION
ARTICLE 13	DISCIPLINE
ARTICLE 14	STEWARD
ARTICLE 15	GRIEVANCE PROCEDURE
ARTICLE 16	PAY DAY
ARTICLE 17	SAFETY
ARTICLE 18	WORK UNIFORMS & TOOLS
ARTICLE 19	WAGES
ARTICLE 20	ANNUITY
ARTICLE 21	HEALTH & WELFARE
ARTICLE 22	PENSION
ARTICLE 23	TERM OF AGREEMENT

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

THE RANDOLPH COUNTY, ILLINOIS HIGHWAY DEPARTMENT,
THE BOARD OF COMMISSIONERS OF RANDOLPH COUNTY, ILLINOIS

AND

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

LOCAL UNION #459

BELLEVILLE, ILLINOIS

JULY 01, 2013 THRU JUNE 30, 2016

ARTICLE 1 - MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding by and between the Randolph County, Illinois, Highway Department, the Board of Commissioners of Randolph County, Illinois, hereinafter referred to as the "Employer"; and Laborers' International Union of North America, Local Union #459, Belleville, Illinois, hereinafter referred to as the "Union", shall have effect in Randolph County, Illinois, and shall have jurisdiction of all work done by the Randolph County Highway Department, including, but not limited to Highway maintenance work, snow removal, and weed control.

ARTICLE 2 - UNION RECOGNITION

Section 1: The Employer recognizes the Union as the sole representative of all Highway Maintenance Employees covered by this Agreement.

Section 2: All present maintenance employees shall become members of the Union and shall remain members of the Union as a condition of their employment. All members joining the local union must pay the appropriate initiation fee. All permanent new employees shall become members after sixty (60) calendar days following their initial employment. Upon written notice from the Union notifying the Employer of the failure of any employee covered by this Agreement to complete or maintain his or her membership because of non-payment of dues or fees, the Employer shall, within twenty-four (24) hours of such notice, discharge said employee, provided further, that neither

the Employer nor the Union shall discriminate against any employee to whom membership was not available on the same terms and conditions generally applicable to other members of the Union, or if membership was denied the employee for reasons other than the failure of the employee to tender the periodic dues and the initiation fees uniformly required as a condition of acquiring membership.

ARTICLE 3 - DUES CHECKOFF

The Employer agrees to honor, upon presentation by the Union, all assignments for membership dues, which have been properly signed by an employee on a form furnished by the Union, to deduct the amount stated thereon from the wages earned by that employee and to pay the amount so deducted to the Union, provided, however, that this Section shall apply only to those assignments which are irrevocable after one year or until this Agreement expires, whichever occurs sooner, and to those assignments which, in addition, provide that they shall automatically renew themselves for successive yearly or applicable contract periods thereafter, whichever is the lesser, and which further provide that the employee may revoke said assignments by giving written notice thereof to the Employer and Union at least ten (10) days and not more than twenty (20) days before any periodic renewal date. Membership dues shall be as follows:

January 1, 2013	\$ 36.00 per month
January 1, 2014	\$ 38.00 per month
January 1, 2015	\$ 40.00 per month
January 1, 2016	\$ 42.00 per month

The Secretary-Treasurer of the Union shall notify the Employer in writing of any increase in the due structure thirty (30) days in advance of such increase.

ARTICLE 4 - DISCRIMINATION

The Union and the Employer agree to continue their policies to prohibit discrimination or harassment of employees or applicants because of race, color, religion, sex, national origin, handicap, age, Vietnam era veteran status, marital status, or unfavorable military discharge other than dishonorable in regards to hiring, discharge, layoff or promotion.

Use of a masculine gender as in this Agreement is for the sake of brevity only. Therefore, masculine pronouns as used herein refer to all employees, whether male or female.

ARTICLE 5 - HIRING PROCEDURE

Section 1: The County Engineer shall be responsible for the hiring of all personnel with the approval of the County Board of Commissioners. New Employees shall have a probationary period of sixty (60) calendar days. Only RESIDENTS of Randolph County will be considered for employment.

Section 2: Within ten (10) days of employment, full time employees shall be required to have a physical examination, including a back x-ray. The cost of this examination shall be paid by the Employer.

Section 3: When extra manpower is needed for short periods of time, the employer shall reserve the right to hire temporary employees. These employees shall be hired in accordance with Sections 1 and 2 of this Article. Temporary employees shall not, however, be eligible for any leave benefits, Health and Welfare, life insurance, retirement or any other fringe benefits afforded to full time employees. Temporary employees may be retained for up to ninety (90) consecutive days per calendar year.

Temporary employees shall receive the same hourly wage as full time employees plus the current cost of their Pension and Annuity contributions. In the event that a temporary employee is made full time, he or she shall be credited with any seniority and leave benefits which accumulated within the two (2) years prior to full time employment.

No temporary employees will be hired unless all of the present employees are working.

ARTICLE 6 - SENIORITY

Section 1: Seniority shall be defined as the length of time an employee is employed full time by the Randolph County Highway Department, plus any adjustments from temporary employment. In the event it becomes necessary to lay off employees for any reason, employees shall be laid off in the reverse order of their seniority, except that the Steward and the working Foreman personnel will not be laid off. The Steward shall have a minimum of one (1) year seniority prior to appointment.

Section 2: Employees laid off because of lack of work or similar reasons and rehired within a period of one (1) year shall have seniority rights restored as of the date they were laid off. Employees shall be recalled in accordance with seniority providing they are qualified to perform the job position to be filled.

ARTICLE 7 - HOURS OF WORK

Section 1: From March 16th through October 31st, the standard work week shall be Monday through Thursday, ten (10) hours per day between the hours of 6:30 A.M. and 5:00 P.M. From November 1st through March 15th, the standard work week shall be Monday through Friday, eight (8) hours per day between the hours of 6:30 A.M. and 3:00 P.M. The lunch period shall be thirty (30) minutes long at mid-day. There shall be two fifteen (15) minute break periods; one at mid-morning and another at mid-afternoon. The Employer reserves the right to adjust shift times due to bad weather.

Section 2: Starting time and quitting time for all employees will be at the Highway Department Office. Employees shall be in the Office and checked out by quitting time.

Section 3: Overtime work shall be distributed as evenly as possible. All full time employees who work overtime shall be given compensatory time off, one and one-half (1-1/2) hours for each one (1) hour worked over 8 or 10 hours per day depending on the length of work day as set by this Agreement or forty (40) hours in any week. Double time off shall be given for each hour worked on Sunday and Triple time off for each hour worked on any Holiday. Temporary employees shall be paid for overtime in lieu of compensatory time off.

Section 4: Employees shall be paid for partial days as follows:

	<u>8 HOUR DAY</u>	<u>10 HOUR DAY</u>
Show up time	2 Hours	2 Hours
Start Work	4 Hours	5 Hours
Start Work After Lunch	8 Hours	10 Hours

All employees must be reachable by telephone for emergencies and days when work is called off due to inclement weather. On days of inclement weather, the employee must be reachable at the telephone number given, a minimum of one (1) hour prior to starting time for calling off work. No show-up time will be paid if employee should show-up for work and was not home when called.

When an "EMERGENCY CREW" is needed, it shall consist of a foreman and a steward. If a foreman or a steward is not available, then the Emergency Crew shall consist of any two (2) available workers. In either case, if additional manpower is needed, the County Engineer shall be contacted by the person in charge of the Emergency Crew. A minimum of four (4) hours (plus overtime) shall be earned by any worker called out for an emergency, unless the emergency extends into the employee's regular shift. If the emergency extends into the regular shift, then the employee will earn the actual amount of time worked plus overtime.

ARTICLE 8 - HOLIDAYS

All full time employees shall observe and be paid for an eight (8) hour day at their regular rate for the following holidays:

New Year's Day	Martin Luther King Day
Presidents Day	Veteran's Day
Thanksgiving Day	Thanksgiving Friday
Christmas Eve Day	Christmas Day

Half Day (4 hours) New Year's Eve Day

If a holiday falls on Sunday, the following Monday shall be observed as the holiday. If a holiday falls on Saturday, Friday shall be observed as the holiday. If employees are called to work on these holidays, they shall receive triple compensatory time off for at least four (4) hours.

All full time employees shall observe and be paid for a ten (10) hour day at their regular rate for the following holidays:

Good Friday	First Monday in April	Memorial Day
Independence Day	Labor Day	

During the period from March 16th through October 31st, when a ten (10) hour work day is in effect from Monday thru Thursday, if a holiday falls on either Friday or Saturday, the holiday will be observed on Thursday. If any of the above mentioned ten (10) hour holidays fall on a Sunday, Monday shall be observed.

If employees are called out to work on these holidays, they shall receive triple compensatory time off for at least five (5) hours.

ARTICLE 9 - PERSONAL LEAVE

All full time employees shall be entitled to twenty-four (24) hours of Personal Leave per year. This Personal Leave shall be taken on non-consecutive days except in cases of extreme emergencies. Twenty-four (24) hours notice shall be given to the County Engineer prior to taking this leave. After this twenty-four (24) hours of Personal Leave has been used, each full time employee shall be entitled to an additional sixteen (16) hours of Personal Leave which, if used, shall be deducted from the employee's accrued sick leave. Any Personal Leave which is not used by December 31, shall be forfeited.

ARTICLE 10 - SICK LEAVE

Each full time employee shall be entitled to eight (8) hours sick leave at the end of each month. Any employee may use sick leave for absence due to illness or injury of the employee or the employee's spouse or dependent children. The employee on sick leave shall inform the County Engineer of the fact and reason as soon as possible and failure to do so may be cause for denial of sick leave for the period of absence. At the discretion of the County Engineer, the first day of absence may not be charged to sick leave unless a doctor's certificate is turned in, certifying that the employee or the employee's spouse or dependent child was too ill for the employee to report for work that day. A doctor's certificate will also be required for calling in sick the day prior to or the day immediately following a Holiday. If a doctor's certificate is not turned in, the employee will not be entitled to be paid for the Holiday or sick day.

Sick Leave may accrue up to a total of one hundred and twenty (120) days. Employees shall be paid at their regular rate of pay while on Sick Leave. No Sick Leave will be earned after being laid off.

Employees or their beneficiary, will be paid for one-half (1/2) of the balance of Sick Leave they have accumulated at the time of termination of employment for any reason. This pay will be at the employee's current rate at the time of termination.

ARTICLE 11 - BEREAVEMENT LEAVE

sent flowers for these only!

Employees are entitled to up to five (5) days paid bereavement leave for the loss of a member of the employee's immediate family to include spouse, parent, child, sibling, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or step parents. Employees must submit some proof of the death and relationship to qualify for paid bereavement days.

Employees are entitled to up to three (3) days paid bereavement leave for the loss of a member of the employee's extended family to include grandparents, grandchildren, uncles, and aunts. Employees must submit some proof of the death and relationship to qualify for paid bereavement days.

With prior supervisory approval full time employees may use up to one (1) day of paid sick leave or vacation to attend the services of another relative or a friend.

ARTICLE 12 - VACATION

Full time employees shall be entitled to eighty (80) hours vacation after being employed one (1) year; one hundred twenty (120) hours after being employed five (5) years; and two hundred (200) hours after being employed twelve (12) years. If not laid off more than sixty (60) working days, a full years' vacation will be earned. After sixty (60) working days laid off, vacation will be earned in proportion to the time worked.

Employees will be allowed to accrue up to two times their yearly allocation of vacation hours. Upon the employee's anniversary date of employment, any accrued vacation hours in excess of two times the yearly amount shall be forfeited. Upon termination of employment for any reason, employees or their beneficiary, shall be paid for all unused vacation hours accrued at the current rate of pay.

ARTICLE 13 - DISCIPLINE

The Employer shall not discharge any employee without just cause, and shall give at least two (2) warning notices of the complaint against such employee to the employee. The first warning being a verbal warning with the Steward being present. The second warning being a written notice and may warrant time off without pay at the discretion of the Employer. Both warnings shall be documented and the Union will be informed of such warnings. The third offense of the same complaint will warrant discharge of such employee. All warning shall be removed from Employee's files after a twenty-four (24) month period. Any employee who is reinstated after being wrongfully discharged will return at the same rate of pay and without loss of seniority.

No warning notice will be given to an employee before being discharged if the cause of discharge is: dishonesty, theft, possession of alcohol, working under the influence of alcohol, possession of illegal drugs, or working under the influence of illegal drugs, recklessness resulting in a serious accident while on duty, or any violation of County policies pertaining to employment.

ARTICLE 14 - STEWARD

A Steward shall be appointed by the Union Business Manager. He shall have a minimum of one (1) year seniority. The Steward shall not be laid off for the fulfillment of his duties to the Union. The Steward shall ensure that the provisions of this Agreement are adhered to by the Employer and Employees. The Business Manager of Laborers' Local #459 (or his Designee) shall have the privilege of visiting the job at any time.

ARTICLE 15 - GRIEVANCE PROCEDURE

Section 1: In the event that any employee shall have a grievance, he/she shall report the same to the Union Steward. The Steward shall be authorized to discuss the grievance with the County Engineer.

Section 2: If the Steward and the County Engineer cannot adjust the matter satisfactorily within three (3) working days, then the Business Manager (or his Designee) of the Local Union shall discuss the grievance with the County Engineer. If the matter is not satisfactorily settled within five (5) additional working days, then the matter shall be submitted to the Randolph County Board of Commissioners at their next scheduled meeting. The County Board of Commissioners shall hear the evidence regarding the grievance from both the Highway Department and the Union, and shall within five (5) working days from hearing such evidence, give an answer to the Union.

Section 3: In the event that the matter is not satisfactorily settled by the County Board of Commissioners, then the matter shall be submitted to an Arbitration Board. The Arbitration Board shall consist of one member selected by the Highway Department and one member selected by the Union. The two (2) Arbitrators so selected shall name a third member who shall be a disinterested person from outside the Highway Department and the Union.

The decision of the Arbitration Board shall be final and binding on both parties. The cost of the Arbitration shall be divided equally between the Highway Department and the Union.

ARTICLE 16 - PAY DAY

Employees shall be paid every other Friday, with no pay periods held back. In the event that Friday is a holiday or employees are working Monday through Thursday, employees shall be paid on the preceding Thursday. Employees shall receive their pay by direct deposit only.

ARTICLE 17 - SAFETY

Section 1: It is recognized that safety is a matter of concern to management and employees alike and both are to be governed by the safety rules of the Randolph County Highway Department.

Section 2: The Randolph County Highway Department shall provide rubber boots, rain coats, rain hats and proper wearing apparel for inclement weather or work in the mud or slush. These items shall be available at the Highway Department Office to be checked out and checked back in. In addition, all equipment operated by members of this Union shall be furnished with proper cabs and covers.

Section 3: Employees under this Agreement will use and make every effort to preserve the equipment provided for their safety and failure to use equipment so provided shall be grounds for discharge.

Section 4: The Randolph County Highway Department will maintain sufficient employees to safely perform the work required.

Section 5: The Randolph County Highway Department will ensure that trucks and other equipment which employees are required to use in their work are maintained in such repair as to properly safeguard the health and safety of employees using such equipment.

Section 6: Equipped first aid kits shall be maintained for each truck and at each station where the employees covered by this Agreement work.

Section 7: The Randolph County Highway Department will not require employees to do maintenance work out of doors during heavy or continuous storms unless such work is necessary to protect life or property or maintain service to the public. Hard hats and liners shall be furnished by the Randolph County Highway Department and must be worn when working in areas where there is a potential for injury to the head from falling objects.

Section 8: All employees shall wear seat belts at all times when operating any County vehicle or equipment.

Section 9: All employees shall be subject to drug and alcohol testing in accordance with United States Department of Transportation requirements. This shall include the testing of new hires along with post-accident and random testing. The costs of these tests shall be paid by the Employer.

ARTICLE 18 - WORK UNIFORMS & TOOLS

Work uniforms will be furnished for Mechanics and the Spray Bar Operator on the Bituminous Distributor. Specialty tools will also be furnished.

ARTICLE 19 - WAGES

Hourly wages shall be as follows:

July 1, 2013 to June 30, 2014	\$ 23.92	per hour
July 1, 2014 to June 30, 2015	\$ 24.73	per hour
July 1, 2015 to June 30, 2016	\$ 25.53	per hour

Any part of the negotiated wages increases may be used to increase contribution rates to any fringe benefit fund.

Working Foreman shall receive additional wages of \$ 0.40 per hour and Mechanics shall receive additional wages of \$ 0.30 per hour.

ARTICLE 20 - ANNUITY

Hourly Annuity Contributions shall be as follows:

July 1, 2013 to June 30, 2014	\$ 3.00	per hour
July 1, 2014 to June 30, 2015	\$ 3.00	per hour
July 1, 2015 to June 30, 2016	\$ 3.00	per hour

ARTICLE 21 - HEALTH & WELFARE

The Employer shall pay the premiums, at the rates listed below, for Health Insurance through the "SOUTHERN ILLINOIS LABORERS' AND EMPLOYER'S HEALTH & WELFARE FUND" for the Employees and the Employee's dependents beginning with the first month of employment; however, coverage will not begin until sixty (60) days after the date of employment.

Maximum Monthly Rate Paid By Employer:

July 1, 2013 to June 30, 2014	\$ 1,070.00	per month.
July 1, 2014 to June 30, 2015	\$ *	per month.
July 1, 2015 to June 30, 2016	\$ *	per month.

* Rate shall not exceed 110% of previous year's rate.

The Employer shall discontinue payment of these premiums during any period for which the Employee is on unpaid leave.

ARTICLE 22 - PENSION

ILLINOIS MUNICIPAL RETIREMENT FUND (IMRF)

Once an employee reaches eligibility qualifications they are required to participate in the IMRF plan. Information regarding the plan, eligibility, etc., will be provided in New Employee Orientation or at any time from the Human Resource Office. If an employee participates in IMRF, upon attaining benefit eligibility, payments are in addition to Federal Social Security payments.

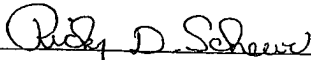
ARTICLE 23 - TERM OF AGREEMENT

This Agreement shall be effective from July 1, 2013, and shall remain in full force and effect through June 30, 2016. Either party may give notice in writing to the other party sixty (60) days before the Contract expiration date that it desires to terminate or modify the Agreement. The foregoing notice to modify the Contract with respect to any provisions given by either party shall not terminate the Contract and shall not render the automatic renewal clause inoperative.

Laborers' International Union

of North America #459

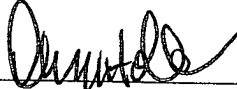
Belleville, Illinois

 _____

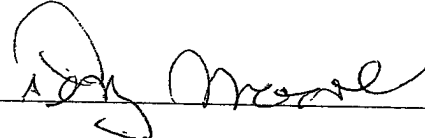
Business Manager

Randolph County Board of Commissioners

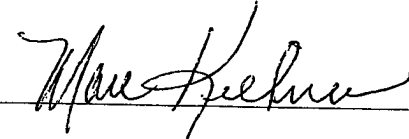
Chester, Illinois

 _____

Commissioner

 _____

Commissioner

 _____

Commissioner