

COLLECTIVE BARGAINING AGREEMENT

Between

ROCK ISLAND COUNTY

and

**THE STATES ATTORNEY OF ROCK ISLAND
COUNTY**

and

**INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 150**

December 1, 2014 – November 30, 2019

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- A. This Agreement, made and entered into by and between the States Attorney of Rock Island County and the County Board of Rock Island County, herein collectively referred to as the Employer, and the International Union of Operating Engineers, Local 150, hereinafter called the Union.
- B. Whenever in this Agreement he or related pronouns may appear, they have been used for literary purposes and are meant to include all human-kind, specifically both female and male sexes.

ARTICLE I- RECOGNITION

SECTION 1.

The Employer recognizes the Union as the sole and exclusive bargaining representative of all full-time and regular part-time Assistant States Attorneys employed in the Rock Island County State's Attorney's office, excluding all other employees, division heads, supervisors and guards as defined by the Act. For the purposes of this agreement, the term regular part-time Assistant States Attorneys shall be defined as those employees working a minimum of twenty (20) hours per week who have completed their probationary period. All fringe benefits in this Agreement shall be prorated in accordance with the number of scheduled hours worked by the regular part-time employee.

SECTION 2.

The Union recognizes the Employer as the duly elected representative of the people of the County of Rock Island, and as such, realize on statutory subject matters, the legal responsibility or final decision making cannot be delegated.

The County maintains all rights reserved to it pursuant to state law. The County retains the exclusive right to manage operations, determine policies, budgets and operations, the manner

of exercise of statutory functions and the direction of working forces including, but not limited, to the right to hire, promote, demote, transfer, evaluate, allocate and assign employees; to discipline, suspend and discharge employees for just cause; to relieve employees from duty because of legitimate reasons, to determine the size and composition of the work force; to determine the departments, divisions and sections of work to be performed therein; to determine the number of shifts per work week; to establish work schedules and assignments; to introduce new methods of operation; to eliminate, relocate or transfer work and maintain efficiency; and, to make and enforce reasonable rules of conduct and reasonable regulations; provide, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this agreement.

SECTION 3.

Nothing contained in this agreement shall prevent the States Attorney of Rock Island County, special prosecutors paid by the County or attorneys assigned to the States Attorney's office but paid by other agencies, from performing the same or similar work as are performed by employees covered by the terms of this agreement.

ARTICLE II - PAYROLL DEDUCTION

SECTION 1.

During the life of this Agreement any employee who is a member of the Union may authorize the Employer or its designated representative to deduct Union membership dues uniformly levied by the Union in accordance with the Constitution and By Laws of the Union from compensation earned.

SECTION 2.

Deductions shall be made only in accordance with the provisions of a written Check-Off Dues form, together with the provisions of this Article.

SECTION 3.

A properly executed copy of a Check-Off Dues form for each employee from whom Union membership dues are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter as long as the properly executed Check-Off Dues form is in effect. Employees may terminate the dues check-off authorization at any time by the employee giving at least thirty days written notice of such termination to the payroll department and the Union.

SECTION 4.

In cases where a deduction is made which duplicated a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of this Article, refunds to the employee shall be made by the Union.

SECTION 5.

The amount to be deducted shall be certified to the Employer by a representative of the Union, and aggregate deductions of all employees shall be remitted together with an itemized statement to the Union by the fifteenth of the succeeding month, after such deductions are made.

SECTION 6.

The County and/or its agents shall not be liable to the Union by reasons of the requirements of this Article for the remittance of payment of any sum other than that constituting actual deductions made from employee's wages earned.

SECTION 7.

The Union shall indemnify and hold harmless the County against any and all liability and expenses, including reasonable attorney's fees that may arise by reason of the compliance with the terms of the Agreement.

SECTION 8. FAIR SHARE

A. Employees covered by this Agreement who are not members of the Union or do not make application for membership within thirty days after completion of the probation period, shall be required to pay, in lieu of dues, their proportionate fair share of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment. Upon receipt by the Union of a notice of objection by a non-member, the Union shall notify the American Arbitration Association and request that the Association select an impartial arbitrator pursuant to the Association's rules and procedures. The American Arbitration Association shall promptly notify the Union and the objector as to the identity of the arbitrator selected together with proposed arbitration dates. The Union and the objector shall then select a mutually agreeable hearing date and the matter shall proceed expeditiously to an arbitration hearing binding on the Union and the objector. If the ultimate decision in the above-mentioned arbitration proceeding directs that the amount of the fair share should be different than the amount fixed by the Union, the Union shall promptly adopt said determination and notify the Employer to change deductions from the earnings of non-members to said prescribed amount. The Union shall hold the Employer harmless from any claims under this Section. Should any employee be unable to pay their contributions to the Union based upon bona fide religious tenants or teachings of a church or religious body of which such employee is a member, such amount equal to their fair share shall be paid to a

non-religious charitable organization mutually agreed upon by the employee affected and the Union. If the Union and the employee are unable to agree on the matter, such payment shall be made to a charitable organization from an approved Labor Board list of charitable organizations to which such payment is to be made or the employee may elect to pay cash, as long as such payment is paid, by furnishing a written receipt to the Union on a monthly basis that such payment has been made to the designated charitable organization.

- B. The proportionate fair share payment, as certified annually by the Union, to be current (not to exceed the amount of Union dues) pursuant to the Illinois Public Relations Act, shall be deducted by the County on the same basis. Union dues are deducted and will forward the deductions to the International Union with dues deductions.
- C. The Union will indemnify and hold harmless the County from any and all liability or claims arising from administrative error resulting from the deductions provided for this agreement.

ARTICLE III -SENIORITY

SECTION 1. PURPOSE AND SCOPE

- A. The purpose of this Article is to provide maximum employment security to employees included in the Certified Bargaining Unit consistent with the efficient performance of required work assignment.
- B. The seniority standing of any employee shall apply only in layoffs due to lack of work and recalls after such layoffs, except as otherwise specifically provided in this Agreement.

- C. The County, States Attorney and the Union recognize that the best interest of the employees and the County are assured and that continuity of employment shall be governed by seniority, ability and experience.

SECTION 2. DEFINITIONS

- A. The term "seniority" wherever used in this Agreement shall mean the relative ranking of employees in the Bargaining Unit in terms of continuous employment in their department.
- B. The terms "qualifications" and "Qualified" wherever used in this Article as descriptive of an employee, shall mean, with normal supervision, the factors necessary for the satisfactory performance of work required to be performed or for work assignment which an employee is being considered.
- C. County seniority, department seniority or bargaining unit seniority shall for the purposes stated in this agreement, be defined as the length of service of an employee in the States Attorney's office. Seniority will be used in determining eligibility for benefits based on years of service such as vacation, sick days, etc.

SECTION 3. PROBATIONARY PERIOD

The first three (3) months of active employment during the employee's last period of employment, is a probationary period during which period there shall be no responsibility on the part of the County for the continued employment of above referred to new employee, and the termination of such probationary employee shall not be subject to challenge or shall not be proper subject matter of a grievance.

When the probationary period is satisfactorily completed, seniority will back date to original hired date.

After a new employee has acquired seniority, the name of the employee and their seniority date shall be placed on the seniority list at the time of completion of the probationary

period. Any employee who has been considered as a temporary, seasonal, and/or part-time employee and is then hired as a full-time or regular part-time employee shall be required to serve a two (2) month probationary period, provided the employee has been employed at least three (3) months in the States Attorney's office immediately prior to being hired full time. The Union will be provided with an updated seniority list every six months.

SECTION 4.

In the event of a reduction in the work force, the procedure shall be as follows:

- A. Probationary employees in the affected department shall be removed from active employment and their services terminated.
- B. If further reduction is required, employees with seniority shall be laid off in the reverse order of their seniority, provided that they have the qualifications, knowledge and ability to perform the required work without training.
- C. Additional supervisors shall not be hired while bargaining unit employees are on layoff. Special prosecutors shall not be hired if it will result in the layoff of a bargaining unit employee.

SECTION 5.

Employees shall be recalled on the basis of their seniority in the reverse order of their layoff, provided that they have the qualifications, knowledge and ability to perform the required work without training. No new employees shall be hired as long as there are qualified employees eligible for recall.

SECTION 6.

A list showing names of employees who have been laid off or who have been

recalled will be made available for review in the States Attorney's office. If any deviations have been made from seniority, an explanation will be made upon request. It is understood there shall be no redress to the Grievance Procedure by an employee in connection with layoff or recall unless a formal grievance is presented within five (5) working days from the date of layoff or recall.

SECTION 7. TRANSFER FROM SENIORITY UNIT

Any employee who has heretofore been, or at any time in the future may be, promoted or transferred to any position not included in the current bargaining unit, and who later returns to the bargaining unit covered by this Agreement, shall have his seniority accumulated and reestablished. This Section shall also apply to any employee who transfers out of the bargaining unit but continues to work under a state or federal law enforcement grant in the States Attorney's office and immediately upon termination of such employment returns to the bargaining unit. The current or any future States Attorney shall have the right to return to the bargaining unit when he is no longer the States Attorney of Rock Island County and shall be credited for seniority purposes with all-time previously served as an Assistant State's Attorney and as States Attorney.

SECTION 8.

Prior to any substantial permanent change in an employee's job duties the County shall meet with the employee within 72 hours of the effective date of the job change. The County, upon request, shall provide the Union with a written description of the job duty changes within a reasonable amount of time.

SECTION 9.

Any employee who has acquired seniority shall lose their seniority and employment will be broken for the following reasons only:

- A. If he quits, either by (1) notifying the department head or (2) remaining away from work three (3) consecutive working days or more without a reason satisfactory to the department head.
- B. If he is discharged for just cause.
- C. If, after layoff out of the department or authorized leave of absence, he fails to report to work within five (5) working days after being notified in writing to his last known address to do so, unless prevented by a reason satisfactory to the States Attorney. Employees laid off or on an authorized leave of absence and desiring to retain their seniority rights must keep their address known to the States Attorney.
- D. If he is unemployed by the County for a period of time equal to his length of service prior to layoff or a period of one (1) year, whichever is the lesser.

SECTION 10. CONTRACTING OUT WORK

The County agrees that upon consideration by a committee of the County Board or States Attorney to contract out any or all work now being performed by bargaining unit employees, which would cause a reduction of employees within a department, it shall give notice when practicable in writing to the Union at least thirty (30) days before the said committee's recommendation is presented to the County Board. The committee or its representative shall meet and confer with the Union prior to the County Board making a decision to contract for the

purpose of discussing the reasons for its proposal and for the purpose of discussing any effect upon employees.

ARTICLE IV- NON-DISCRIMINATION

The County and the States Attorney and the Union shall not discriminate against any person directly or indirectly because of race, sex, color, creed, age, religion, national origin or because of membership or non-membership or activities in the Union nor shall either party condone sexual harassment. In addition, there will be no discrimination on the basis of age, as provided in the Age Discrimination in Employment Act of 1967, as amended, disability or Vietnam Era Veterans status.

ARTICLE V –GENERAL PROVISIONS

SECTION 1.

It is understood and agreed that employees covered by this Agreement have the right to join and/or assist the Union or engage in concerted activities insofar as any such activity is not prohibited by any law of the State or by the terms of this Agreement. Conversely, it is understood and agreed that any employees covered by this Agreement may refuse to join and/or participate in the activities of the Union, including the payment of any dues, fees or assessments or service fees of any type, except as provided for in Section 8, Article II. The Union agrees further that it will not solicit Union membership or carry on other Union activities on County time, or carry on any such activities in such a manner as to interfere with the operation of the County.

SECTION 2.

The Union's representative assigned to represent employees in the bargaining unit shall have access at reasonable times to work areas regarding matters relative to the administration of this Agreement provided: Notification of desired visits shall be submitted to the department head or his designated representative, indicating reason of visitation.

SECTION 3. OUTSIDE EMPLOYMENT

Outside employment is generally incompatible to full-time service. It is agreed and understood no employee shall engage in any outside employment which will impair the performance of their duties or be detrimental to the County or States Attorney. No employee shall engage in outside civil or criminal litigation.

SECTION 4. PERSONNEL FILES

Employees shall be entitled to review their personnel file in accordance with the Illinois Access to Personnel Records Act (820 ILCS 40 eta).

SECTION 5. INDEMNIFICATION

Employees, immunity shall be provided pursuant to the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 1011-101 et al).

SECTION 6. LICENSE FEE

The County shall compensate the employee for any educational licensing, or registration fees he is required to maintain either by law as a condition of professional practice, or by the County within 30 days of presentment of proof of payment by the employee. Such fees include,

but are not limited to, the Illinois Attorney Registration & Disciplinary fee, or any others that become mandatory after this Agreement takes effect.

SECTION 7.-CONTINUING LEGAL EDUCATION

The County shall reimburse the employees for all tuition, fees, travel costs, lodging, meals, and any and all other appurtenant costs, including paid time off, relating to the Mandatory Continuing Legal Education Credits as required by the Illinois Supreme Court. This Section 7 shall also include any and all fees associated with membership in the Capital Litigation Bar Association. All training shall be subject to the approval of the State's Attorney.

ARTICLE VI-DISCIPLINARY ACTION

SECTION 1.

The County shall not exercise its right to reprimand, suspend, discharge, or otherwise discipline any employee with seniority except for just cause. It is expressly agreed that just cause for termination shall exist in the following two situations: 1 – An employer is convicted of a felony. 2 – An employee is sanctioned by a judge during the course of his/her employment and said sanction is not overturned. These two scenarios are not meant to be an exhaustive list of when just cause for termination exists, but simply an acknowledgement by both parties that the offenses listed herein warrant termination.

SECTION 2. ORAL OR WRITTEN REPRIMAND

After an oral or written reprimand has been on file for one year without any intervening disciplinary action, it will be removed from the employee's employment record. If an employer has reason to reprimand an employee, it shall be done in private, if possible.

SECTION 3. INVESTIGATIVE MEETINGS

An employee shall be entitled to the presence of a Union representative at any investigative meeting which the employee has reasonable grounds to believe will result in disciplinary action against the employee.

SECTION 4. SERIOUS VIOLATIONS

Any employee who violates and is subsequently found to be in violation of the actions listed below will be subject to discipline up to and including termination:

1. Sanctioned by the Court and upheld
2. ARDC disciplinary action that is upheld

SECTION 5. REVIEW

For discipline other than oral reprimands, the employer or his designee shall meet with the employee involved and inform him of the reason for such disciplinary action.

The Union shall have the right to take up any suspension or discharge as a grievance, provided the grievance is signed by the aggrieved employee and is filed within five (5) working days from the effective date of the disciplinary action. It is also agreed and understood that disciplinary action procedures shall be filed initially in Step 1 of the Grievance Procedure.

ARTICLE VII- BULLETIN BOARD

SECTION 1.

The County will assign bulletin board space for the exclusive use of the Union.

SECTION 2.

The Union agrees that it will limit the use of the assigned bulletin board to the following Union notices and will supply the County copies of such notices for posting

- A. Recreation and social affairs of the Union.
- B. Union regular or special meetings.
- C. Union appointments.
- D. Scheduled Union elections and results of such election. No provisions of this Article shall be construed to permit the posting of any political or advertising matter on the assigned bulletin board.
- E. Contract Information.

ARTICLE VIII- LEAVES OF ABSENCE

In special cases, the present practice of the County of allowing full-time employees with seniority to absent themselves for brief periods, for reasons set out below, will be continued when arrangements are made in advance. In such special cases, the employee shall retain seniority and shall be returned to his previous position within his department providing the seniority of the employee permits such return and provided the employee returns to active employment at the expiration of such period.

SECTION 1. JURY SERVICE

An employee who is called for jury service (which includes grand jury service) or who is required by law to appear for examination by a jury commission prior to such jury service or is subpoenaed and reports for witness service in a proceeding in a court of record will be excused from work. Such an employee will be reimbursed the difference between his normal rate of pay for necessary time lost because of such service and the amount of compensation received for such service.

If required to serve jury duty during pre-approved vacation leave, the vacation days

used during jury duty will be restored to the employee's record.

SECTION 2. SICK LEAVE

- A. Any employee contracting or incurring any non-service connected sickness or disability, which renders such employee unable to perform the duties of his employment, shall receive sick leave with pay. An employee with accrued sick leave may use up to five (5) days of sick leave per contract year to care for the employee's immediate family. Pregnancy shall be treated as any other illness or non-occupational disability when it renders an employee unable to perform her assigned duties. Employees shall be granted an unpaid leave of absence upon request for a period not to exceed six (6) months for the care of a newborn child. Sick leave may also be used for appointments with a doctor, dentist, or other professional medical practitioner. Such leave cannot be taken during the first three months of employment, and except as set out above must be used for personal illness only. The department head shall be notified at the beginning of the shift on the first work day of illness and each day of absence thereafter at the beginning of the shift unless the illness or injury is for a specified period of time which upon request of the department head is substantiated by a doctor's affidavit. The employer may request a medical doctor's affidavit confirming the absence from work due to illness if there is a suspicion of abuse. The Employer may require an employee to be examined by a doctor selected by the Employer, at its cost, to substantiate the need for the employee to remain on sick leave.
- B. Sick leave covered by Workman's Compensation Act will not be counted against sick

leave. Sick leave will not be paid for such a period. On a work related injury that necessitates an absence from work, the County will pay for the first three days of absence from the employee's sick leave plan providing:

1. The employee has accrued sick leave credit
2. The employee provides a statement from his physician that the employee is unable to work during this period of time.

The sick leave payment will not be paid in addition to workman's compensation pay and will be paid if the employee returns to work prior to the 14 day period required by the workman's compensation rule.

- C. Sick leave for non-service connected and service connected sickness or disability shall be granted for a period not to exceed six (6) calendar months, which period may be extended at the discretion of the County for an additional six (6) months leave of absence. The Employer's decision to grant sick leave will not be unreasonable or arbitrary. Time taken under this provision shall run concurrent with leave taken pursuant to the Family and Medical Leave Act.
- D. Sick leave accumulates at the rate of one (1) day per month. Sick leave may not be added to vacation time, nor will cash or bonus time off be given in lieu of sick time. The employee may go on Illinois Municipal Retirement Fund after thirty (30) days after any one (1) illness.
- E. Employees may return to light duty if approved by the employees, doctor and the States Attorney. The County shall have the right to determine the type of light duty that employees are assigned to perform. Light duty assignments shall be of a

temporary nature not to exceed ninety (90) work days during the contract year. Light duty shall not be performed from home.

- F. Any employee abusing the sick leave privilege will be required to provide a doctor's excuse for each absence. An employee who is required to be on proof status, and provide a doctor's excuse, shall be reviewed by the States Attorney every sixty (60) days to determine if such requirement is still needed.

SECTION 3. BEREAVEMENT PAY

When death occurs in the immediate family of an employee, with seniority, such an employee, upon request, will be excused for any three (3) normal scheduled days of work immediately following the date of death provided employee attends the funeral. An employee's immediate family shall include only the following: spouse, children, parents, brother, sister, grandparents, grandchildren, immediate in-laws, step-parents, step-children and legal guardian. After making written application thereof, which will show date of death, relationship to deceased and the fact employee attended funeral, the employee shall receive his normal pay for any scheduled days of work for which employee is excused.

SECTION 4. UNION BUSINESS

The County shall grant a leave of absence to any employee elected to any union office requiring such a leave of absence, but such leave shall not be for more than a total of forty-five (45) days each contract year. No more than two employees will be granted a leave in a contract year and no more than one shall be absent on such leave at one time.

SECTION 5. MILITARY SERVICE

Any employee who is a member of a reserve force of the United States or of this State and who is ordered by the appropriate authorities to attend a training period or perform other duties under the supervision of the United States or this State shall be granted a leave of absence during the period of such activity. Any employee who enters into active service in the armed forces of the United States while in the service of the employer shall be granted a leave of absence for the period of military service. An employee's seniority shall continue to accumulate during said leave.

SECTION 6. EMERGENCY LEAVE

A leave of absence may be granted an employee, with seniority, when an unforeseen situation occurs and such leave is approved by the States Attorney.

SECTION 7. PERSONAL DAYS

Employees will be permitted time off without loss of pay for two (2) days for compelling and necessary personal reasons for cases in which permission to be absent without loss of pay has been granted by the States Attorney prior to such absence. In the case of extreme emergency where prior notification is impossible consideration will be given to each individual case. If an employee has not used the personal days during the year they will be added to the following year's vacation. If the personal days are added to the vacation and the employee terminates his employment prior to his vacation eligibility date he will be paid for the personal day or days upon termination. County employees, after one year of employment, shall earn personal days as of their anniversary date of employment.

ARTICLE IX- UNION REPRESENTATION

SECTION 1.

In the administration of this Agreement, the Union shall be represented as provided below, it being understood that all Union stewards shall be full-time employees of the county and have successfully completed the required probationary period.

SECTION 2.

The Union shall, within ten (10) days from the signing of this Agreement, provide the County with a list of its representatives. Changes in this list shall be furnished the County promptly in writing, as they occur. The County shall not be obligated to recognize any Union representative of whom they have not been so informed.

SECTION 3. STEWARDS

The Union shall be represented by one steward to represent employees. The Union may designate an alternate steward to act when the steward is absent. The steward shall be allowed a reasonable period of time, without loss of pay, to process grievances.

SECTION 4. JOINT MEETINGS

The County and the Union, recognizing the value and importance of conducting a full discussion in clearing up misunderstandings, and in order to preserve harmonious relations in the administration of this Agreement, agree to meet, upon request of either party, with the understanding that: Each party will submit to the other, at least five (5) days prior to the requested meeting, a tentative agenda covering subject matter they wish to discuss. Additional items may be placed on the agenda by mutual consent prior to or at the scheduled meeting.

SECTION 5.

No provisions of this Agreement shall be construed so as to require payment by the County for any time spent by a Union representative(s) in arbitration or in any negotiations for

the amendment, extension of, renewal of or additions to an existing collective bargaining agreement, nor for the negotiations for any agreements.

ARTICLE X-GRIEVANCE PROCEDURE

SECTION 1.

A grievance is defined as a dispute between an employee or the Union and the County concerning the interpretation, application or alleged violation of a provision of this Agreement.

PROCEDURE

STEP 1.

An attempt shall be made to resolve any grievance in an informal discussion between the grievant and the States Attorney. If requested by the allegedly aggrieved employee, a steward may participate in this informal discussion. It is understood that all grievances must be presented within seven (7) working days of the occurrence of the event giving rise to the grievance. In order for claims for back pay to be retroactive to a date prior to the filing of the grievance, such claims must be filed within seven (7) days of the date that the employee first had sufficient information available to determine a claim existed for back pay.

STEP 2

If the grievance is not resolved informally in accordance with the above procedure, the grievance shall be reduced in writing and signed by the aggrieved employee and the steward and filed with the States Attorney within seven (7) working days after the above informal discussion on the alleged complaint has been concluded. Any grievance reduced to writing shall specify Section(s) and/or Article(s) allegedly violated and shall also state the specific relief sought. The States Attorney shall, within seven (7) working days from the date the written grievance was presented, arrange a meeting at a mutually satisfactory time with the aggrieved

employee, the Union business agent, and a County Board Member and/or their designated representative(s). The Employer shall formally answer the grievance within seven (7) working days from the date of the meeting at which discussion of the grievance was concluded by the parties. However, if the grievance is not formally answered within the specified time limit, the Union shall be privileged to advance the grievance to Step 3 without an answer. Any grievance which is not carried to Step 3 within seven (7) working days after the Employer's written answer was due in Step 2 shall be deemed settled and shall not be eligible for further processing.

STEP 3

If the grievance is not resolved in Step 2 in accordance with the above procedure, the Union may submit the grievance to arbitration. The arbitration proceeding shall be conducted by an arbitrator selected by the Employer and the Union within seven (7) working days after notice has been given, if possible. If the parties fail to select an arbitrator, the Federal Mediation and Conciliation Service shall be requested to provide a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike out two (2) names from the panel. The party requesting arbitration shall strike the first name, the other party shall then strike one name, the process will be repeated and the remaining person shall be the arbitrator, provided, however, either party may reject the first panel in its entirety. The jurisdiction of the arbitrator shall be limited to the interpretation and application of the provisions of these Articles and the obligations of the parties under these Articles. The arbitrator shall have no power or authority to add, ignore, modify or enlarge upon any provision(s) of this Agreement. All decisions of the arbitrator shall be presented in writing and shall be binding upon both parties. Expenses for the arbitrator's services and the expenses which are common to both parties to the arbitration shall be borne equally by the Employer and the Union. Each party to an arbitration proceeding shall

be responsible for compensating its own representatives and witnesses.

SECTION 3.

It is agreed and understood time limits established in any step of the grievance procedure may be extended in writing by mutual agreement of the parties.

ARTICLE XI- HOURS OF WORK

SECTION 1.

The States Attorney's office is open from 8:00a.m. to 4:30p.m. Monday through Friday. The established pay period for employees is a two week period starting Sunday at 12:00 a.m. midnight and extending for two weeks until 12:00 a.m. midnight on Sunday.

SECTION 2.

Employees covered by this agreement are professional employees as defined by the Illinois State Public Relations Act and the Fair Labor Standards Act. Such professional employees are specifically exempted from the Fair Labor Standards Act and therefore are not entitled to overtime. Professional employees, by their nature, are expected and required to work the hours necessary to accomplish their tasks and assignments which include Saturday and holiday court which shall be rotated among bargaining unit employees. Personal time off shall be granted to professional employees on an informal basis for a variety of reasons, and shall not be unreasonably denied.

Employees, with the approval of the States Attorney, may be allowed to work flexible hours. Hours of work may be arranged by employees, with the approval of the States Attorney,

provided that there is always an adequate number of employees present to perform the required work. Employees will be allowed a one-hour unpaid lunch daily.

The County shall continue the present practice of giving approximately two-thirds (2/3) of bargaining unit employees time off with pay on Wednesday afternoons on a rotating basis from April through September, subject to the office and each employee's requirement to complete assigned work.

SECTION 3.

Occasional assignment of an Assistant State's Attorney to attend and participate in work related events (such as civic or school functions) is recognized by the Union as inherent in the role of a prosecutor and the States Attorney may make reasonable assignments of Assistants for such purposes.

SECTION 4. – HOLIDAYS

The following days shall be recognized and observed as paid holidays:

New Year's Day

Martin Luther King's Birthday

Lincoln's Birthday Washington's Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Friday after Thanksgiving

Christmas Eve

Christmas Day

The day on which members of the House of Representatives are elected

A. Eligible employees shall receive their regular salary for each of the holidays listed above on which they perform no work.

1. If a holiday falls on a Saturday, the preceding Friday will be observed. If a holiday falls on a Sunday, the following Monday will be observed.

2. If one or more holidays falls within a scheduled vacation, the employee shall be allowed additional days off which shall be agreed to by the employee and his supervisor.

B. Employees shall not receive pay for the holidays listed above under the following conditions:

1. If they are unscheduled part-time and/or temporary employees, however, should an employee successfully complete his/her probationary period, the employee shall be reimbursed for the holidays which fell during the probationary period and for which the employee received no compensation.

2. Employees laid off for lack of work or suspended or terminated for cause.

3. Holidays occurring during an employee's leave of absence, except for vacations.

4. If there is a conflict concerning traditional holidays, the County Board will make the determination as to when the holiday will be observed.

- C. Holidays which fall between the time new employees begin work and the time that they complete their probationary period shall count toward hours worked for the purposes of calculating said employees, vacation accrual.

ARTICLE XII - WAGES

SECTION 1.

Bargaining unit employees shall be paid in accordance with the following wage schedule.

Wage Schedule

*Upon passage of bar exam, employees would be subject to the wage schedule commensurate with their seniority.

**Assistant State's Attorney's shall receive a one-time \$3,000.00 stipend on their 25th anniversary.

Length of Service	12/1/2014	12/1/2015	12/1/2016	12/1/2017	12/1/2018
Intern*	\$24,796.10	\$25,292.02	\$25,797.86	\$26,313.82	\$26,840.09
Start	\$52,166.54	\$53,209.87	\$54,274.07	\$55,359.55	\$56,466.74
1 to 3 yrs	\$58,847.72	\$60,024.67	\$61,225.16	\$62,449.67	\$63,698.66
3 to 5 yrs	\$63,045.84	\$64,306.76	\$65,592.90	\$66,904.75	\$68,242.85
5 to 8 yrs	\$67,896.58	\$69,254.51	\$70,639.60	\$72,052.39	\$73,493.44
8 to 10 yrs	\$76,378.91	\$77,906.48	\$79,464.61	\$81,053.91	\$82,674.98
10 to 13 yrs	\$82,443.63	\$84,092.50	\$85,774.35	\$87,489.84	\$89,239.64
13 to 16 yrs	\$92,029.72	\$93,870.32	\$95,747.73	\$97,662.68	\$99,615.93
16 to 19 yrs	\$98,020.38	\$99,980.79	\$101,980.40	\$104,020.01	\$106,100.41
19 to 22 yrs	\$100,603.31	\$102,615.38	\$104,667.69	\$106,761.04	\$108,896.26
22 yrs & over**	\$102,049.22	\$104,090.20	\$106,172.00	\$108,295.44	\$110,461.35

SECTION 2.

If an employee is serving a probationary period at the time that a general wage increase is due under this agreement, the probationary employee shall receive the general wage increase upon completing his probationary period.

SECTION 3.

Management shall have discretion to place newly hired attorneys in any salary step equal to or below that person's time spent as a licensed attorney.

SECTION 4.

Employees who are required to carry the State's Attorney office pager shall be compensated at the rate of \$150 per month for each month said employee carries the pager and employees who are required to carry the sexual abuse pager shall be paid \$300 per month. The total amount to be paid by the Employer under this section to employees who carry pagers shall not exceed \$450 per month.

ARTICLE XIII -VACATION

Employees shall earn vacation based on their years of service as of each anniversary date in accordance with the following schedule:

- A. Less than one (1) year of service-3.077 hours accrued for each full pay period worked- maximum of eighty (80) hours of vacation pay. Employees with less than one (1) year of service may use vacation time as it accrues, subject to any other restrictions of this article.
- B. Employees with one (1) year of continuous service- 3.077 hours accrued for each full pay period worked - maximum of eighty (80) hours of vacation pay.

- C. Employees with four (4) years of continuous service- 4.6154 hours accrued for each full pay period worked- maximum of one hundred twenty (120) hours of vacation pay.
- D. Employees with nine (9) years of continuous service - 6.154 hours accrued for each full pay period worked - maximum of one hundred sixty (160) hours of vacation pay.
- E. Employees with nineteen (19) years of continuous service- 7.6923 hours accrued for each full pay period worked- maximum of two hundred (200) hours of vacation pay

Employees will be credited with time worked for purposes of accruing vacation for all hours paid for vacation, holidays, sick days, personal days, jury duty, bereavement pay and compensatory time off. Any employee who has completed one year of service will be paid for all accrued but unused vacation at the time of separation from service.

New employees who start in the middle of a pay period shall be credited with 1.5385 hours of vacation pay for that pay period if they work all regular scheduled hours.

Employees will be allowed to carry one (1) week unused vacation over from the previous year except if staff shortages or scheduling conflicts prevent the employee from taking their total amount of vacation, then employees will be allowed to carry over whatever vacation they have remaining.

Maximum consecutive use of vacation leave shall be eighty (80) hours. Five days of earned vacation may be taken one day at a time but the remainder of the vacation, to the extent possible, will be taken during whole weeks.

Vacations shall be granted at the time requested by the eligible employee providing the type of work performed by the employee will permit approving requests. If the nature of the type of work involved makes it necessary to limit the number of employees on vacation at the same time, the employee(s) with the greatest seniority shall be given his choice of vacation in the event of any conflict over vacation periods.

If an employee with one or more years of continuous service is laid off, he shall receive his vacation money that he is entitled to at the time of layoff or, with the agreement of the States Attorney, he may postpone receiving his vacation money until the time that his vacation was scheduled.

ARTICLE XIV - STRIKES AND LOCKOUTS

SECTION 1. LOCKOUTS

No lockout of employees shall be instituted by the County during the terms of this Agreement.

SECTION 2. STRIKES

No strikes of any kind or any interruption of work, including sympathy strikes in recognition or support of issues involving other employees, shall be caused or sanctioned by the Union or any employee during the term of this Agreement.

ARTICLE XV - WAIVER

The parties acknowledge that during negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at are set forth in this Agreement. Therefore, the

County and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargaining collectively with respect to any subject or matter referred to or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE XVI- INSURANCE

All eligible employees are encouraged to participate in the county group hospitalization insurance program offered at a group rate through the county. Health insurance benefits for bargaining unit employees shall remain consistent with other non-bargaining unit employees of the County. The Union shall be represented on the county insurance study committee by a representative designated by the Local Union President. Bargaining unit employees shall pay the same health insurance premiums as all other County employees.

The Union, during the term of this Agreement, agrees to work with the County and all other bargaining units within the County, who receive the benefits of the current health insurance plan, to begin the good faith negotiation process in order to form an Agreement which will establish a "Health Care Planning Committee". This committee once formed will be charged with the administration of the Rock Island County Health Plan and would be empowered by all bargaining units and the Rock Island County Board to make collective decisions regarding benefits, coverage levels and premiums.

ARTICLE XVII - EFFECT OF AGREEMENT

- A. The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties.
- B. If any article, section, paragraph, clause or sentence of this Agreement should be declared invalid or unconstitutional, such decision(s) shall not void the remaining articles, sections, paragraphs, clauses or sentences, and they remain in full force and effect for the duration of this Agreement.

ARTICLE XVIII- TERMINATION

This Agreement shall be effective as of the 1st day of December, 2014 and shall remain in full force and effect until the 30th day of November, 30, 2019. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

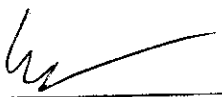
In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties have executed this Agreement this 15 day of

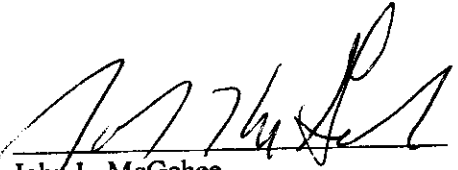
September, 2015, in Rock Island County.

INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 150
PUBLIC EMPLOYEES DIVISION


James M. Sweeney,
President-Business Manager


Ken Edwards,
Attorney

ROCK ISLAND COUNTY


John L. McGehee
Rock Island County State's Attorney


Ken Maranda
Rock Island County Board Chairman

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