

**AGREEMENT**

**AMONG**

**COUNTY OF FULTON (HIGHWAY DEPARTMENT)**

**AND**

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL**

**EMPLOYEES (AFSCME)**

**AFL-CIO, COUNCIL 31 (on behalf of Local 1372)**

**December 1, 2022 – November 30, 2026**

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**AGREEMENT**

This Agreement has been made and entered into by and among the Fulton County Highway Department and the Fulton County Board as Co-Employers, hereinafter referred to as Employer, and the American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, Council 31, for and on behalf of AFSCME, Local 1372, hereinafter referred to as Union.

**PREAMBLE**

In order to establish harmonious employment relations through a mutual process to provide fair and equitable treatment to all employees; to promote productivity, efficiency and the continuance of quality public service; to achieve full recognition for the value of employees and the vital and necessary work they perform in service to the people of Fulton County; to specify wages, hours, benefits and other working conditions; and to provide for the prompt and equitable resolution of disputes the parties agree as follows:

**ARTICLE I – RECOGNITION**

**Section 1.1 – Covered Employees**

The Employer recognizes the Union as the exclusive representative in all matters establishing and pertaining to wages and salaries, hours, working conditions and other conditions of employment for all employees employed by the County of Fulton (Highway Department) as follows:

Upon execution of this Agreement, the Parties agree to jointly file a Petition for Unit Clarification to amend the Unit Certification to the following:

Included: All employees of the County of Fulton (Highway Department) in the following titles: Executive Assistant I; Executive Assistant II; Highway Maintainer I; Highway Maintainer II; Highway Maintainer III; Landfill Operator; Temporary Highway Maintainer.

Excluded: Assistant County Engineer; County Engineer; Field Supervisor; and all other managerial, supervisory and confidential employees as defined by the Act.

Upon execution of this Agreement, the Parties agree to jointly file a Petition for Unit Clarification to amend the Unit Certification to the following:

Included: All employees of the County of Fulton (Highway Department) in the following titles: Executive Assistant I; Executive Assistant II; Highway Maintainer I; Highway Maintainer II; Highway Maintainer III; Temporary Highway Maintainer.

Excluded: Assistant County Engineer; County Engineer; Field Supervisor; and all other managerial, supervisory, and confidential employees as defined by the Act.

### **Section 1.2 – Integrity of Bargaining Unit**

The Employer recognizes the integrity of the bargaining unit, and the Employer will not seek to erode the bargaining unit by assigning bargaining unit work to non-bargaining unit County employees for a preponderance of their workday. Non-bargaining unit employees shall be permitted to do work customarily performed exclusively by bargaining unit employees when:

- (a) there is an emergency;
- (b) the work is incidental to their job;
- (c) training bargaining unit employees;
- (d) employees are not reasonably available; or
- (e) other tasks as directed by the County Engineer so long as the performance of those tasks is not meant to avoid overtime or would cause a reduction in the regularly scheduled hours of bargaining unit employees.

### **ARTICLE II – MANAGEMENT RIGHTS**

Except to the extent expressly amended or modified by specific provisions of this Agreement, the Employer reserves and retains all of its common law and statutory rights including those provided for in 5 ILCS 315/4. Among the rights retained by the Employer are the rights to full and exclusive authority of the management of its operations; to direct the working forces; to determine the methods, means, organization, qualification and number of personnel by which such operations are to be conducted including but not limited to hiring, promotion, overtime assignments, layoffs, and discharge for cause; to make and enforce reasonable rules and regulations; and the right to select new employees including examination techniques; and to prepare the overall operations budget for the Employer.

### **ARTICLE III – UNION RIGHTS**

#### **Section 3.1 – Deductions**

The Employer shall honor employees' individually authorized deduction forms and shall make such deductions in the amounts certified by the Union for union dues, assessments, or fees; Union sponsored benefit programs and PEOPLE contributions. Authorized deductions shall be irrevocable except in accordance with the terms under which an employee voluntarily authorized said deductions.

Request for any of the above deductions shall be made on a form(s) supplied by the Union. Deductions shall be remitted monthly to the Union at the address designated in writing to the Employer by the Union.

Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with law. The aggregate deductions of all Employees and a list of their names and the last four (4) digits of employees' social security numbers shall be remitted semimonthly to the Union at the address/electronic mail designated in writing to the

Employer by the Union. The list shall be provided by electronic mail in a format compatible with Microsoft Excel. The Union shall advise the Employer of any increase in dues or other approved deductions in writing at least fifteen (15) days prior to its effective date.

The Employer shall honor employees' individually authorized deductions. Authorized deductions shall be irrevocable except in accordance with the terms under which an employee voluntarily authorized said deduction.

The Union shall maintain accurate records of the voluntary deductions which have been authorized by represented employees and shall give the Employer timely notice of any changes in such authorizations, with the understanding that the Employer will promptly execute said changes in payroll deductions. The Employer will not cease voluntary deductions from a member unless required to do so by law, or so-directed by an arbitrator, a court of competent jurisdiction, or upon request of the Union.

All inquiries about union membership shall be referred to the Union. If any bargaining unit member requests a change in membership/dues status, the bargaining unit employee will be directed to the Union.

The union may communicate information about the Janus v. AFSCME case to bargaining unit members.

### **Section 3.2 – Indemnification**

The Union shall indemnify, defend and hold the Employer harmless against any claim, demand, suit or liability arising from any action taken by the Employer in complying with this Article.

### **Section 3.3 – Availability of Cards**

The Employer shall make available Union deduction cards to employees. Such cards shall be supplied by the Union.

### **Section 3.4 – Information Provided to Union**

Each month, the County shall furnish Council 31 and the Local Union President with a seniority roster of all bargaining unit employees including job titles, department, job status and home address. The information shall be provided by electronic mail in a format compatible with Microsoft Excel.

### **Section 3.5 – Information Provided to Employer**

On or before January 1st of each year, the Union shall furnish the Employer with names and addresses for all Union Representatives and Union Stewards.

### **Section 3.6 – Union Orientations**

Each newly hired bargaining unit Employee shall, during the Employee's first or second day of employment, be scheduled at a time mutually agreeable to the parties for an orientation

which shall be provided by the Union. The Union orientation period shall be thirty (30) minutes and shall take place during the Employee's regular working hours.

**Section 3.7 – Employee Privacy**

The Employers will not supply information in response to third party Freedom of Information Act ("FOIA") requests, or similar such requests, that is "private information" exempt from required disclosure under FOIA.

**Section 3.8 – Third-Party Notifications**

The Employer commits to notify the Union of any such third-party requests for information within twenty-four (24) hours of receiving such requests. The Employer will prohibit the use of its email system by outside entities for the purpose of discouraging union membership.

**ARTICLE IV – HOURS OF WORK**

**Section 4.1 – Workweek**

The normal workweek for regular full-time employees shall consist of five (5) consecutive eight (8) hour days totaling forty (40) hours per week (Monday – Friday), unless otherwise specified in this Agreement.

**Section 4.2 – Workday**

The regular hours of work each day shall be consecutive except that they may be interrupted by a lunch period.

*(a) Normal Workday*

The workday for the Highway Department employees covered in this Agreement shall consist of an eight (8) hour day, starting at 7:00 a.m. and ending at 3:30 p.m.

*(b) Summer Hours*

Beginning the Sunday before Memorial Day and continuing until the Sunday before Labor Day, the workweek shall consist of four (4) ten (10) hour workdays, starting at 6:00 a.m. and ending at 4:30 p.m., which shall be referred to herein as the "Summer Hours." During this period, employees will typically work from Monday through Thursday.

*(c) Lunch Period*

Employees shall receive a one-half (1/2) hour unpaid lunch period during their workday. Said one-half (1/2) hour unpaid lunch includes any and all travel time should any employee leave the job site, unless approved by Field Supervisor.

**Section 4.3 – Starting Time**

*(a) Change to Starting Time*

The Employer may change the starting time for Highway employees due to weather conditions or by mutual agreement with the Union President or their or designee. Their regular shift can be adjusted no more than two (2) hours.)

*(b) Call In Prior to 5:00 a.m.*

When Summer Hours are not in effect, if an employee is called to start their shift prior to 5:00 a.m., they will be paid overtime at the rate of time and one-half (1 ½) for the time worked prior to 7:00 a.m. All time worked between 7:00 a.m. and 3:30 p.m. shall be paid at straight-time.

- (i) If the Fulton County Engineer determines the roads are clear, bargaining unit employees assigned to snow removal may choose to complete their shift after working eight (8) hours or they may choose to stay until the completion of their regular 7:00 a.m. to 3:30 p.m. shift. All time worked between 7:00 a.m. and 3:30 p.m. shall be paid at straight-time.
- (ii) If the Fulton County Engineer determines the roads are not clear, bargaining unit employees assigned to snow removal shall not be given the option to leave after working eight (8) hours. If an employee is still working after 3:30 p.m., they will be paid overtime at the rate of time and one-half (1 ½) for the time worked after to 3:30 p.m.

*(c) Call In Between 5:00 a.m. and 7:00 a.m.*

When Summer Hours are not in effect, and if an employee is called to start their shift between 5:00 a.m. and 7:00 a.m., they shall be paid at their regular straight-time rate for the first eight (8) hours and at their overtime rate for any time over eight (8) straight-time hours scheduled for that day. The Employer may send employees home at the end of eight (8) hours.

**Section 4.4 – Duty Limitations**

Employees shall not work more than sixteen (16) work hours, inclusive of lunch, in their any twenty-four (24) hour period. An employee’s twenty-four (24) hour period begins with the starting time of that employee’s regularly scheduled workday. Except as otherwise provided in this Agreement, when an employee has their hours of work temporarily changed for weather conditions and is thereafter returned to their regular assignment, they will have eight (8) hours rest after their last preceding work assignment. In the event that the rest period extends into the employee’s regular work shift, they shall be paid at straight time rates for the time lost from their regular schedule which would provide them with the eight (8) hours rest.

**Section 4.5 – Work Site**

Employee’s time shall begin when they report for work at the County building, and/or maintenance sheds as assigned by the Field Supervisor and/or the County Engineer. The Employee’s time shall terminate at the same respective site it began.

**Section 4.6 – Breaks**

Each employee shall be entitled to a fifteen (15) minute rest or coffee break on the job site mid-morning each workday, except during summer hours when each employee shall be entitled to an additional a fifteen (15) minute rest or coffee break on the job site mid-afternoon each workday. Employees shall not be required to work more than two (2) consecutive eight-hour shifts.

**Section 4.7 – Pay Day**

Salaries and wages shall be paid on Friday every two (2) weeks. Pay shall be through direct deposit.

**Section 4.8 – Timeclocks**

For the purpose of keeping accurate records of hours worked, each employee shall login upon arriving at work and shall logout upon leaving work. The system for logging hours worked shall be as determined by the County. Employees who, without authorization, login or logout another employee shall be subject to discipline, up to and including termination.

**Section 4.9 – Meals**

Any employee who works more than eleven (11) continuous hours during the workday shall be paid fifteen dollars (\$15.00) for a meal allowance. This Section does not apply during the portion of the year when Summer Hours are in effect.

**ARTICLE V – HOLIDAYS**

**Section 5.1 – Allowance**

- (a) All regular full-time employees shall be paid for the following holidays:

Holiday	Observed Day
New Year's Day	January 1
President's Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 <sup>st</sup> Monday in September
Columbus Day	2 <sup>nd</sup> Monday in October
Veteran's Day	November 11
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Friday after Thanksgiving	4 <sup>th</sup> Friday in November
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve Day	December 31

- (b) Effective December 1, 2023, All regular full-time employees shall be paid for the following holidays:

Holiday	Observed Day
New Year's Day	January 1
Martin Luther King Jr's Birthday	3 <sup>rd</sup> Monday in January
President's Day	3 <sup>rd</sup> Monday in February
Good Friday	Friday before Easter
Memorial Day	Last Monday in May
Juneteenth	June 19 <sup>th</sup>
Independence Day	July 4
Labor Day	1 <sup>st</sup> Monday in September
Columbus Day	2 <sup>nd</sup> Monday in October
Veteran's Day	November 11
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Friday after Thanksgiving	4 <sup>th</sup> Friday in November
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve Day	December 31

- (b) When a holiday falls on a Sunday, the following Monday shall be observed as the holiday. When a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. However:
- (i) when Juneteenth or Independence Day falls on a Saturday, Juneteenth or Independence Day shall be observed on the preceding Thursday;
  - (ii) when Christmas Day and New Year's Day fall on a Saturday, Christmas Eve and New Year's Eve Day shall be observed on preceding Thursday and Christmas Day and New Year's Day shall be observed on preceding Friday;
  - (iii) when Christmas Day and New Year's Day fall on a Sunday, Christmas Eve and New Year's Eve Day shall be observed on the preceding Friday and

Christmas Day and New Year's Day shall be observed on the following Monday; and

- (iv) when Christmas Eve and New Year's Eve fall on a Sunday, the following Monday shall be observed as Christmas Eve and New Year's Eve and the following Tuesday shall be observed as Christmas Day and New Year's Day.

**Section 5.2 – Rate of Pay**

- (a) Eligible employees who perform no work on a holiday shall be paid for eight (8) hours at the current rate of pay of the position in which they worked the day before the holiday.
- (b) Eligible employees who perform no work on a Memorial Day, Juneteenth, and/or Independence Day shall be paid for ten (10) hours at the current rate of pay of the position in which they worked the day before the holiday.

**Section 5.3 – Eligibility**

To be eligible for holiday pay, an employee must be in paid status, including the use of benefit time, on their regularly scheduled workday before and their regularly scheduled workday after the holiday.

**ARTICLE VI – LEAVES OF ABSENCE**

Notwithstanding anything to the contrary in this Agreement, vacation, holiday and personal day benefits will only be paid to those employees who actually work or who use sick days in place of work.

**Section 6.1 – Vacations**

*(a) Eligibility*

Employees shall start to earn vacation allowances as of their date of hire.

*(b) Amount*

Vacation allowances shall be as follows:

After six (6) months	Forty (40) hours
After one (1) year	Eighty (80) hours [includes the forty (40) hours given after the first six (6) months]
After five (5) years	Ninety-six (96) hours
After ten (10) years	One hundred thirty-six (136) hours
After fifteen (15) years	One hundred sixty (160) hours
After twenty (20) years	One hundred seventy-six (176) hours
After twenty-five (25) years	Two hundred (200) hours

(c) *Use and Requesting Use of Vacation*

- (i) Vacation time shall be taken the following year in which it is earned and shall not accumulate from year-to-year unless mutually agreed to by the employee and the County Engineer.
- (ii) Vacation time of one (1) week or more shall be requested by the employee in writing at least one (1) week in advance. The County Engineer or their designee will approve or deny the request, in writing, within two (2) work days.
- (iii) If the nature of the work makes it necessary or the Employer, at its sole discretion, decides to limit the number of employees on vacation at the same time, the Employee that requested the vacation leave first shall be given their choice of vacation period in the event of any conflict over vacation period. If the Employer does not approve or deny the request within two (2) workdays the request shall automatically be approved.

(d) *Rate of Pay*

The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's job assignment on the paid day immediately preceding the employee's vacation period.

(e) *Vacation Rights in Case of Layoff or Separation*

Any employee who is laid off, discharged, retired or separated from the service of the Employer for any reason, prior to taking their earned vacation for that year, shall be compensated in cash for the unused vacation they have accumulated at the time of separation.

(f) *Work During Vacation Period*

Any employee who is required to and does work during his or her approved vacation time off shall be paid for regular hours at the rate of time and one-half (1½) of their regular rate. Any employee who has requested to and does work during their vacation will be paid straight time. In addition, the employee's vacation (with pay) shall be rescheduled as provided for herein.

**Section 6.2 – Sick Leave**

(a) *Amount*

Each regular full-time employee will receive eight (8) hours of sick leave per month. After six (6) months of continuous service, said employee may begin using their sick leave.

(b) *Use of Sick Leave*

Sick leave may not be taken in increments of less than one-half (1/2) hour. Sick leave may be used for appointments with a doctor or dentist or for serious illness, injury or disability of the employee or the employee's parents, spouse, domestic partner, children, brother, sister, grandchild,

grandparent, persons under a person's legal guardianship, or as is required by the Americans with Disabilities Act, the Family and Medical Leave Act, and the Illinois Human Rights Act. Physician's verification may be required if Employer has reasonable grounds to suspect sick leave abuse.

(c) *Pregnancy*

Pregnancy will be treated as an ordinary illness, disability, or other condition as required by law.

(d) *Notification*

Employees taking sick leave must notify their supervisor in advance if reasonably possible, but in no event shall Employees notify their supervisor later than the morning of each day's absence, unless the supervisor has a prior understanding of the duration of the employee's expected sick leave.

(e) *Accumulation*

- (i) Sick leave may accumulate up to and including three-hundred thirty-six (336) hours. At the end of each year, any employee who has accumulated more than two-hundred forty (240) hours will be compensated for them at the end of the year for one-half of the hours accumulated in excess of two-hundred forty (240) hours. The other one-half (1/2) which are not compensated for shall be added to an extended illness sick leave accumulation pool which may accumulate up to a maximum of nine-hundred sixty (960) hours. The additional accumulation above two-hundred forty (240) hours shall not be paid to the employee upon resignation or termination. It may, however, be used as credit toward early retirement as provided for under the Illinois Municipal Retirement Fund. Use of sick leave during the year shall be credited first against the employee's earned, normal sick leave and the additional accumulation of sick leave for extended illness shall not be used until the affected employee's accumulated sick leave has been exhausted.
- (ii) At layoff or retirement, the employee will be compensated for unused sick leave not to exceed forty-two (42) days or three hundred thirty-six (336) hours at a rate of one-half (1/2) day's pay for each of the accumulated sick leave days. Such payment shall be made no earlier than the sixty-first (61<sup>st</sup>) day after retirement.
- (iii) At termination (other than retirement or layoff), the employee forfeits payment of any accumulated sick time.

### **Section 6.3 – Personal Time**

Each regular full-time employee will receive twenty-four (24) hours of Personal Time per year, which must be scheduled and approved by the County Engineer.

### **Section 6.4 – Bereavement Leave**

- (a) A full-time employee shall be granted time off from duties with pay not chargeable to accrued leave between the time of death and the time of the funeral or memorial service for certain individuals as follows:
  - (i) up to five (5) workdays for an employee's parents, spouse, domestic partner, or children, (including step or adopted); and
  - (ii) three (3) workdays for stepparents, grandchildren, brothers, sisters, grandparents, grandparents-in-law, parents-in-law, brothers-in-law, sisters-in-law, legal guardians/wards, or other blood relatives residing in the employee's household.
- (b) If additional leave is needed due to extenuating circumstances or other deaths, the County Engineer may approve the use of sick leave or other accumulated time, which shall not be unreasonably denied.
- (c) The County also agrees to follow the Family Bereavement Leave Act (820 ILCS 154). Any time used under subsections (a) and/or (b) shall count toward the time provided for under the Family Bereavement Leave Act.

### **Section 6.5 – Injury and Sickness**

Employees who are on leave of absence due to a work-related injury or sickness, non-work-related injury or sickness, or other leave, shall to the extent permissible by law, forfeit all seniority and unaccrued benefits under this Agreement after the limitation period as provided for within this Section. Provided that during the limitation periods contained herein for injury or sickness, said employee may return, seniority permitting, upon being released by the Employer's doctor. During the period of leave, the Employer may request verification of continued disability by the employee's doctor and Employer's doctor every three (3) months. Provided further, after said limitation period for sickness and injury, said employees, upon being released by the Employer's doctor, shall be given preferential hiring, and placed first on the availability list for openings in a position that they were in at the time of leaving, which may come due from time to time. Employees on a leave of absence shall accumulate seniority as follows:

- (a) Paid leave – indefinitely
- (b) Workers' Compensation – eighteen (18) months
- (c) Other Disability – eighteen (18) months
- (d) Other leaves – six (6) months

**Section 6.6 – Military Leave**

The Employer agrees to follow all State and Federal law regarding military leave.

**Section 6.7 – Compensatory Time Off**

Employees can accumulate up to eighty (80) hours of compensatory time. Employees shall provide at least one (1) weeks' notice to request use of compensatory time.

**Section 6.8 – Paid Paternity or Maternity Leave**

- (a) Effective upon execution of this Agreement, employees will receive one (1) week of paid leave for the birth or adoption of a new child(ren).
- (b) The one (1) week of paid leave must be taken immediately after the birth or adoption of a new child(ren).
- (c) The one (1) week of paid leave shall be designated as protected leave under the Family Medical Leave Act ("FMLA") and shall count toward the amount of protected FMLA leave an employee is entitled to under FMLA.

**ARTICLE VII – OVERTIME**

**Section 7.1 – Assignment of Overtime**

Overtime is at the Employer's sole discretion. When the Employer determines overtime is required Employees shall work in accordance with Section 7.3 of this Agreement.

**Section 7.2 – Rate of Pay**

Employees shall earn overtime at the rate of time and one-half (1/2) the employee's regular hourly rate of pay for any work performed under any of the following conditions, and compensation shall not be paid twice for the same hours.

*(a) Daily*

All work performed in excess of eight (8) hours on any workday or in excess of ten (10) hours on any workday during Summer Hours.

*(b) Saturdays and Holidays*

Time and one-half (1 1/2) shall be paid for all hours worked on a Saturday or a holiday.

*(c) Sundays*

Double (2) time shall be paid for all hours worked on Sunday, Thanksgiving, Christmas, or New Year's Day.

**Section 7.3 – Overtime Distribution**

Overtime shall be distributed on a rotating basis amongst the employees within each classification based upon seniority.

*(a) Voluntary Overtime*

Voluntary overtime will be offered to the most senior employee first and rotate to the second senior employee and continue until each employee has been afforded an opportunity before beginning with the most senior employee again.

*(b) Other Employees*

Should no Highway Maintainer II volunteer for Maintainer II overtime, the overtime shall be offered to the Highway Maintainer III. If the Highway Maintainer III does not volunteer to take the overtime, then other qualified bargaining unit members shall be offered the opportunity to work the overtime prior to a supervisor working the overtime.

*(c) Mandatory Overtime*

Should no employee volunteer for the overtime opportunity, a bargaining unit employee shall be mandated to work the overtime. Mandatory overtime will begin with the least senior employee being ordered first and rotating to the second least senior employee until each employee has been ordered before beginning with the least senior employee again. Failure to answer a call to work a mandatory overtime assignment or failure to report for a mandatory overtime assignment could subject an employee to discipline, up to and including termination.

*(d) Overtime Call Log*

The Highway Department shall maintain an overtime call log. The overtime call log shall show the date and time that a supervisor called an employee for voluntary overtime. The call log shall state whether the employee accepted the overtime, declined the overtime, or did not answer the call. Failure to answer a call for voluntary overtime shall be treated the same as declining the overtime. The call log shall also contain the date and time that an employee was mandated to work overtime. Upon request, the Union and/or an employee may inspect the log.

*(e) Violations*

An employee who is bypassed in violation of the overtime distribution procedures shall be paid an amount of overtime equal to the amount of overtime missed at the overtime rate at which they were bypassed. Only the most senior employee by passed shall be paid.

**Section 7.4 – Reporting Time**

Any employee called to work outside of their regularly scheduled shift shall be paid for a minimum of three (3) hours at time and one half (1½).

**ARTICLE VIII – MILEAGE**

When requested to do so by a supervisor, employees using their personal car or truck for County business shall be reimbursed at the IRS approved rate of mileage reimbursement in effect when the reimbursement is made. Reimbursement of said mileage shall be processed as per the County's Reimbursement Policy.

Mileage reimbursement does not include transportation of the employee from their home to the County Highway Building in Canton or to any of the County's maintenance sheds at the beginning or end of a shift; however, employees will be reimbursed for job-related travel between maintenance sheds or the County Highway Building during the workday.

## **ARTICLE IX – RECORDS AND FORMS**

### **Section 9.1 – Attendance Records**

The Employer shall maintain accurate daily attendance records. Any employee shall have the right to review their time and pay records on file with the Employer in accordance with the law.

### **Section 9.2 – Notification of Absence**

An employee shall, whenever possible, provide advance notice of absence from work. Absence of an employee for two (2) consecutive workdays without reporting to the Employer or the person designated by the Employer to receive such notification shall be cause for discharge or suspension. If, due to extenuating circumstances the Employee does not report an absence for two (2) consecutive workdays, the above provisions shall not apply so long as the employee notifies the Employer as soon as it is physically possible.

### **Section 9.3 – Daily Records**

Each employee must show on their daily reports how each workday is spent, and the actual hours worked. Any employee falsifying the number of hours worked or the number of miles driven will be subject to dismissal from the County Highway Department.

All personnel records of the Employer shall be available for inspection upon written request by the Union, in accordance with the Illinois Personnel Records Review Act.

### **Section 9.4 – Forms**

Any employee required to sign any form prepared by the Employer shall, upon request, be given a copy of such forms at the time the employee's signature is affixed.

### **Section 9.5 – Employee Personnel Files**

The Employer and Union agree to comply with the Illinois Personnel Records Act, 820 ILCS 40/1.

## **ARTICLE X – SENIORITY**

### **Section 10.1 – Definition**

Seniority shall be defined as an employee's last date of hire with the Employer within the bargaining unit. If an employee is hired from another County department, they shall take with their seniority from first date of hire with the County for purposes of vacation and sick leave. All other seniority for purposes of layoff, recall, job bidding, overtime distribution, and wages shall be from first date of hire with the Highway Department.

**Section 10.2 – Termination**

Seniority shall be terminated when an employee:

- (a) Voluntarily resigns;
- (b) Is discharged for just cause;
- (c) Is laid off for a period of eighteen (18) months without recall, provided, however, that if said employee is rehired within five (5) years of layoff, they will be credited with previous seniority for the Employer for vacation and longevity purposes only.

**Section 10.3 – Rehiring**

- (a) If an employee is absent continuously for a period of eighteen (18) months due to sickness or injury provided, however, that said employee, upon being released by the Employer’s doctor, shall be placed on a preferential rehiring list for hiring into new positions as they may become available from time-to-time for which they are qualified.
- (b) Employees on a preferential rehiring list shall maintain on file with the Employer their current address for notice of a vacancy or shall lose their rehiring rights if:
  - (i) notice by certified mail is returned undelivered; or
  - (ii) the employee fails to contact the County Engineer within seven (7) days of receipt of written notice of a vacancy.

**ARTICLE XI – JOB VACANCIES/ADVANCEMENTS**

**Section 11.1 – Definition of a Permanent Vacancy**

For the purpose of this Article, a permanent vacancy is created:

- (a) When the Employer determines to increase the work force and to fill the new position(s).
- (b) When any of the following personnel transactions take place and the Employer determines to replace the previous incumbent: e.g., terminations, transfers and promotions.

**Section 11.2 – Posting**

- (a) *Permanent Vacancies*

Permanent vacancies shall be posted for bid on the Employer’s and other appropriate bulletin boards for a period of ten (10) working days.

Any bargaining unit employee may bid on a position. The bid notice shall state the position classification, shift, work location and assignment, rate of pay for such job and required qualifications for the job. Permanent vacancies shall be filled from among those qualified

employees bidding with the most seniority. If no bidding employee qualifies for the vacant position a non-bargaining unit employee or an applicant not employed by the County may be hired.

*(b) Temporary Assignment*

The Employer may, within the provisions of this Section, temporarily assign an employee to perform the duties of another position classification.

(i) Payment

An employee temporarily assigned to a position classification in an equal or lower pay grade than their permanent position classification shall be paid their proper permanent position classification rate. If the employee is temporarily assigned to a position classification having a higher pay grade, then their permanent position classification, the employee shall be paid as if they had received a promotion into such higher pay grade and shall be paid at the applicable rate for a minimum of two (2) hours and thereafter for time actually worked.

(ii) Restrictions

The provisions for temporary assignment provided for under this Section shall not apply to the loading of cinders, salt or less than five (5) loads of yard rock or other material for County Highway purposes.

**Section 11.3 – Vacancy Probation**

If an employee changes to a higher classification, they shall be placed on a three (3) month probationary period. If, at the sole discretion of the Employer and seniority permitting, an employee is unable to qualify for the new position, they will be permitted to bump into another classification for which they are qualified.

**Section 11.4 – Probationary Period for New Hires**

New employees shall be added to the seniority list following their probationary period of six (6) months from their date of hire. Discipline or discharge of a probationary employee shall not be subject to the grievance or arbitration procedure provided for within this Agreement and may occur with or without cause.

**ARTICLE XII – LAYOFF/RECALL**

**Section 12.1 – Application**

Layoff shall be in accordance with the procedures set forth in this Article.

**Section 12.2 – General Procedures**

- (a) Layoff shall be by position classification.
- (b) Employees in the appropriate layoff unit shall be laid off in inverse order of seniority.

### **Section 12.3 – Recall**

- (a) When permanent vacancies occur within the position classification of any laid off employee, affected employees shall be recalled in accordance with seniority and be entitled to the benefits associated therewith.
- (b) Employees on a preferential rehiring list shall maintain on file with the Employer their current address for notice of a vacancy or shall lose their rehiring rights:
  - (i) if notice by certified mail is returned undelivered; or
  - (ii) the employee fails to contact the Highway Engineer within seven (7) days of receipt of written notice of a vacancy.

### **Section 12.4 – Bumping for Layoff**

- (a) An employee laid off in a classification, provided they have more seniority and is qualified, may bump an employee in another classification of lower seniority.
- (b) In the event an employee is subject to layoff, the employee may, provided they are qualified, bump a less senior employee in another classification.
- (c) In applying the above procedure, all temporary and provisional employees shall be laid off prior to any full-time employees being laid off.
- (d) Any employee waiving or refusing to accept an available bump under this provision shall be laid off.

## **ARTICLE XIII – DISCIPLINE AND DISCHARGE**

### **Section 13.1 – Just Cause**

The Employer and Union agree with the tenets of progressive and corrective discipline. Disciplinary action may be imposed for just cause only. Considering the severity of the infraction, reasonable disciplinary action shall include the following:

- (a) Oral reprimand;
- (b) Written reprimand;
- (c) Suspension (notice to be given in writing); or
- (d) Discharge (notice to be given in writing)

Other reasonable conditions of continued employment may be required by the Employer after discipline has been imposed.

The Employer's agreement to use progressive and corrective disciplinary action does not prohibit the Employer in any case from imposing discipline which is commensurate with the severity of the offense, including discharge. Additionally, it shall be cause for immediate discharge if an employee comes to work in an intoxicated condition, possessing any alcoholic liquor or non-prescribed controlled substances while on duty, willfully destroys or damages any property owned

by the Employer, fighting while on duty unless in self-defense, failure without just cause to report to work for scheduled duty for two (2) days or more, or allows unauthorized personnel to ride in any Employer motor vehicles.

### **Section 13.2 – Manner of Discipline**

If the Employer has reason to discipline an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public and shall be done in a timely fashion.

### **Section 13.3 – Suspension Pending Discharge**

The Employer may suspend an employee for up to ten (10) calendar days, pending the decision whether or not charges for discharge shall be filed against the employee. If an employee is suspended without pay and the Employer files no charges or drops the charges giving rise to the discipline voluntarily and no other disciplinary action is taken as a result of the investigation, then the employee shall be compensated for any wages they may have lost from their regular shift.

### **Section 13.4 – Notification and Measure of Disciplinary Action**

In the event disciplinary action is taken against an employee, the Employer shall promptly furnish the employee with a clear and concise statement of the reasons therefor. The measure of discipline and the statement of reasons may be modified after the investigation of the total facts and circumstances, but once the measure of discipline is determined and imposed, the Employer shall not increase it for the particular act of misconduct which arose from the same facts and circumstances known to the Employer.

### **Section 13.5 – Pre-Disciplinary Meetings (Suspension & Discharge)**

Prior to the discharge or suspension of an employee except as provided in Section 14.4 above, the Employer shall meet with the employee and Union representative, if requested, and inform the employee of the reasons for the contemplated discharge or suspension, including any names of witnesses and copies of pertinent documents. The employee and Union representative, if requested, shall be given the opportunity to rebut or clarify the reasons for such discipline. Employees shall be entitled to Union representation at any meeting pertaining to discipline.

### **Section 13.6 – Removal of Discipline**

Any written or oral reprimand shall not be considered in implementing corrective discipline if, from the date of the last reprimand, one (1) year has passed without the employee receiving an additional reprimand for any related offenses. Records of prior discipline shall not be removed from any files.

### **Section 13.7 – Employee Waiver**

Any employee who chooses not to notify the Union for assistance on any discipline imposed on said employee as provided for within this Article, waives any claim or liability they may have against the Union for their failure to seek Union assistance.

## ARTICLE XIV – GRIEVANCE PROCEDURE

### Section 14.1 – Definition and Limitation

*(a) Definition*

A grievance is defined as any difference, complaint or dispute of a bargaining unit employee or the Union with affected employee approval, against the Employer regarding the application, meaning or interpretation of this Agreement. This Article shall be the sole and exclusive method for resolving grievances.

*(b) Processing*

Grievances may be processed by the Union, by an employee or a group of employees. The resolution of grievance affecting a group of employees shall be made applicable to that group of employees. The employee is entitled to Union representation at each step of the grievance procedure.

*(c) Union Representation*

Any employee who chooses not to notify the Union in the event of discipline and any employee, who neglects to contact the Union for assistance in processing grievances, waives any and all right of claim or liability against the Union resulting from that employee's decision to decline Union assistance.

### Section 14.2 – Grievance Steps

*(a) Step 1 – Immediate Supervisor*

Within ten (10) calendar days of the time the union or employee knew or should have known of the event giving rise to a grievance, the employee or the Union shall raise a grievance in writing with the employee's immediate supervisor not covered by the bargaining unit and shall acknowledge with their supervisor that this constitutes the Step 1 of the grievance on the appropriate form.

*(b) Step 2 – County Engineer*

If the grievance cannot be worked out between the immediate supervisor and the grievant within seven (7) calendar days, then within seven (7) calendar days, the employee or Union shall submit the grievance to the County Engineer or their designee in writing. Within seven (7) calendar days from the receipt of the grievance, the Employer shall respond in writing to the employee and the Union.

*(c) Step 3 – Highway Committee of the County Board*

If the grievance is not resolved in Step 2 it shall be presented, in writing, by the Union to the Highway Committee of the Fulton County Board within seven (7) calendar days after receipt of the Step 2 response or after the Step 2 response is due, whichever is earliest. Thereafter, the employee or Union shall be given an opportunity to present their grievance position, in person or

in writing within seven (7) calendar days of the earliest Highway Committee meeting. The Committee shall respond, in writing, to the employee with a copy to the Union within seven (7) calendar days after said meeting.

*(d) Step 4 – Arbitration*

If the grievance is not settled at Step 3, the Union may, within fourteen (14) calendar days after the reply of the Highway Committee, by written notice to the County Administrator or County Board Chairperson, refer the pending case to arbitration. The arbitration proceedings shall be conducted by an arbitrator selected by the Employer and the Union within seven (7) calendar days after notice has been given, if possible. If the parties fail to select an arbitrator, the party requesting arbitration shall request the Federal Mediation and Conciliation Service to provide a panel of seven (7) arbitrators. The Union shall strike one (1) name from the list, then the Employer, and alternately thereafter until the one remaining arbitrator who has not been removed from the list remains. Either party may reject one panel in its entirety.

The arbitrator shall be notified of their selection by a joint letter from the Employer and Union, requesting that they set a time and place for the hearing, subject to the availability of the Employer and Union representatives, and shall be notified of the issue where mutually agreed by the parties.

Both parties agree to attempt to arrive at a joint stipulation of facts and issues as outlined to be submitted to the arbitrator.

**Section 14.3 – Arbitrator’s Decision and Cost**

The arbitrator’s decision shall be final and binding on both parties and the employee(s) involved in the grievance. The Arbitrator shall have no authority to add to, subtract from, modify, nullify or imply any terms of this agreement, and shall be limited to interpreting the express provisions of agreement agreed by the parties to be in dispute. The arbitrator’s fee and expenses and the cost of renting a hearing room shall be shared by the parties. The cost of the transcript of the hearing shall be paid by the party requesting the transcript; however, the other party shall split the cost if it also requests a copy of the transcript.

**Section 14.4 – Limitation Periods**

The failure of any employee to submit their grievance, in writing or orally within the time limits prescribed herein, shall be treated as a withdrawn grievance. The Employer’s failure to respond within the time limits prescribed shall automatically advance the grievance to the next Step. Grievances are not considered timely filed unless Step 1 is acknowledged on the appropriate form in writing by the Union and the Employer.

Grievances may be withdrawn at any Step of the grievance procedure without prejudice. The time limits at any Step or for any hearing may be extended by mutual agreement of the parties involved at the particular Step.

**Section 14.5 – Pertinent Witnesses and Information**

The Union or Employer may request the production of specific documents, books, papers or witnesses reasonably available from the Employer or Union and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted, shall be in conformance with the applicable laws and rules issued pursuant thereto governing the dissemination of such materials.

**Section 14.6 – Advance Step Filing**

Grievances concerning discharge, suspension in excess of ten (10) work days shall be processed directly to the Step 3 of the grievance procedure.

**Section 14.7 – Union Notice**

The Employer will give notice in writing to the Union of any employee who is discharged by the Employer.

**Section 14.8 – Time Off for Investigation of Grievance**

So long as it does not unreasonably interfere with normal work duties and does not require the calling in of a replacement, the grievant(s) and/or Union shall be permitted a maximum of forty (40) hours per year Countywide, without loss of pay, during their working hours to investigate and process grievances.

**Section 14.9 – Meeting Space**

Provided it does not disrupt the operations of the Employer or interfere with the duties of the employees, employees' reasonable request for use of available room(s) for the purpose of investigating or processing grievances shall be allowed. Meeting space shall be limited to common rooms of the Employer such as public meeting areas.

**ARTICLE XV – INSURANCE**

**Section 15.1 – Health Insurance**

Employees shall pay thirty-three percent (33%) of the of the health insurance premiums for employee, employee plus spouse, employee plus child(ren) or family to be deducted in equal amounts each pay period. Effective upon execution of this Agreement, employees shall pay thirty percent (30%) of the of the health insurance premiums for employee, employee plus spouse, employee plus child(ren) or family to be deducted in equal amounts each pay period. The County reserves the right to initiate cost containment plans such as PPO's or other similar types of cost saving programs so long as it does not substantially change the benefits given to the employees.

If the County seeks to change any of the insurance benefits currently being offered to the Union, it will notify the Union of such intent and if the Union timely requests to do so, the parties will discuss such a change before implementation.

The County agrees to maintain the Internal Revenue Service Section 125 Plan to allow employees to pay their health care costs and childcare costs through this plan as provided for by the Internal Revenue Service Regulations.

**Section 15.2 – Insurance Committee**

A joint Health Insurance Committee shall be formed and be comprised of the following persons who accept invitation to participate:

- (a) A representative from the Circuit Clerk’s Office Union employees;
- (b) A representative from the Courthouse Union employees;
- (c) A representative from the County Nursing Home employees;
- (d) A representative from the Sheriff’s Office Union employees represented by AFSCME;
- (e) A representative from the Sheriff’s Office Union employees represented by the Illinois Fraternal Order of Police Labor Council;
- (f) A representative from the Highway Department Union employees; and
- (g) A representative from non-union employees.
- (h) Seven (7) representatives or an equal number of Employer representatives from the County Board including the County Clerk.

This Committee shall be empowered to research and analyze the existing coverage and benefits, as well as available plans, to recommend possible changes to the existing plan; additions to the existing plan; changes in insurance providers, and/or other cost containment measures. The Committee shall only make recommendations to modify the existing plan; change plans; and/or make cost containment measures with a majority vote of the Committee. The Fulton County Board shall have the final authority to approve or disapprove such recommendations of the Health Insurance Committee.

**Section 14.3 – Illinois Municipal Retirement Fund**

Further, the Employer agrees to pay the Employer’s share of the IMRF contributions required for each employee.

**Section 14.4 – Retiree Health Insurance**

- (a) *Employees Hired Prior to December 1, 2023*

Employees who have become entitled to a pension under the provisions of Illinois Municipal Retirement Fund (IMRF) and have at least ten (10) years of service with Fulton County at the time of retirement, shall be eligible to have the County pay the amount of the applicable premium for such insurance until the retiree and their spouse have attained the age of sixty-five (65) years.

Upon attaining the age of sixty-five (65) years, or such other age as Congress may subsequently determine for Medicare, this coverage shall terminate, and the retired employee shall make application to Medicare or its successor program. The County shall offer Medicare supplemental insurance through the County's group insurance carrier. Retirees who elect to buy Medicare supplemental insurance through the County shall pay the same percentage as those retirees under the age of sixty-five (65) years.

*(b) Employees Hired After November 30, 2023*

- (i) Employees who have reached the minimum retirement age under the provisions of Illinois Municipal Retirement Fund (IMRF) and have at least twenty (20) years of service with Fulton County at the time of retirement, shall be eligible to have the County pay the applicable percentage of the premium for insurance for the retiree and their spouse at the time of retirement, if any, until the retiree has attained the age of sixty-five (65) years. The retiree shall be responsible for one hundred percent (100%) of the premium for any other dependents.
- (ii) Upon attaining the age of sixty-five (65) years, or such other age as Congress may subsequently determine for Medicare, this coverage shall terminate, and the retired employee shall make application to Medicare or its successor program. The County shall offer Medicare supplemental insurance through the County's group insurance carrier. Retirees who elect to buy Medicare supplemental insurance through the County shall pay the same percentage as those retirees under the age of sixty-five (65) years based upon the retiree's years of service with Fulton County.
- (iii) The retiree shall be responsible for sixty-seven percent (67%) of the premium for the person who was their spouse at the time of retirement, if any, until said spouse has attained the age of sixty-five (65) years.
- (iv) Once said spouse, if any, has attained the age of sixty-five (65) years, the County shall pay the applicable percentage of the premium based upon the retiree's years of service with Fulton County. The retiree shall be responsible for one hundred percent (100%) of the premium for any other dependents.
- (vii) The applicable percentages of the premiums for employees hired after November 30, 2023 to be paid by the County are attached to this Agreement as Appendix A.

*(c) Premiums*

Employee Premiums shall continue to be set by the Fulton County Board on a yearly basis.

**ARTICLE XVI – CLOTHING/TOOL ALLOWANCE**

**Section 16.1 – Personal Tools**

The Employer shall provide certain Personal Protective Equipment (PPE) for its employees, which includes:

- (a) ANSI Class II and III vests;
- (b) safety glasses;
- (c) welding shield/glasses;
- (d) grinding shield;
- (e) welding gloves
- (f) ear protection; and
- (g) heat resistant gloves

The employer will use reasonable efforts to provide ergonomically designed equipment for its employees. Weather related clothing is not provided by the county.

**Section 16.2 – Personal Tool Usage**

It shall be the policy for the Employer to provide all tools, including specialty tools, needed by the shop; such tools to be obtained after approval of the County Engineer.

**Section 16.3 – Employee Responsibility**

The employee using the tools is responsible for its care and condition.

**Section 16.4 – Clothing Allowance**

The County Highway Department shall cover the cost of work clothing in the sum of four-hundred dollars (\$400.00) per fiscal year. Purchases of items shall be from vendors with whom the County has an account and tax exemption.

**ARTICLE XVII – GENERAL PROVISIONS**

**Section 17.1 – Non-Discrimination**

*(a) Prohibition Against Discrimination*

The provisions of this Agreement shall be applied equally to all Employees in the bargaining unit without “unlawful discrimination” as defined in Section 1-103 of the Illinois Human Rights Act [775 ILCS 5/1-103] and/or in violation of the Illinois Human Rights Act [775 ILCS 5/1-101, et. seq.] or any Federal Laws regarding discrimination.

*(b) Union Activity*

Neither the Employer nor the Union shall interfere with the rights of Employees covered by this Agreement to become or not to become members of the Union, and there shall be no

discrimination against any such Employees because of Union membership or non-membership. The Employer and the union agree that no employee shall be discriminated against, intimidated, restrained, or coerced in the exercise of any rights granted the Employee by the Illinois Public Labor Relations Act or their participation in any lawful activities thereunder.

*(c) Use of Pronouns*

The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes all pronouns as well.

**Section 17.2 – Time Off for Union Activity**

Local Union representatives shall be allowed time off, with pay, for legitimate Union business, such as Union meetings, Union committee meetings and state or international conventions, provided such representative shall give reasonable notice to their supervisor of such absence. The employee shall utilize a holiday, personal or vacation leave for said time off.

**Section 17.3 – Work Rules**

When existing rules or new rules are established by the Employer, they shall be posted on the Union bulletin board for a period of ten (10) working days prior to becoming effective.

**Section 17.4 – Access to Premises by Union Representative**

By mutual agreement with the Employer in emergency situations, Union staff representatives or local Union representatives may call a meeting during work hours to prevent, resolve or clarify a problem.

**ARTICLE XVIII – UNION BULLETIN BOARDS**

The Employer agrees to provide and maintain a suitable bulletin board in a convenient place in the main work area to be used by the Union. The Union shall limit posting of notices and bulletins to such bulletin board.

**ARTICLE XIX – JOB CLASSIFICATIONS AND WAGE RATES**

**Section 19.1 – Classification and Rates**

The wage rates for each classification covered by this Agreement shall be as follows:

Job Title	Effective 12/01/21	Effective 12/1/2022*	Effective 12/01/2023	Effective 12/01/2024	Effective 12/01/2025
		<u>1.50%</u>	<u>2.75%</u>	<u>2.75%</u>	<u>2.75%</u>
Executive Assistant I	\$21.38	\$21.70	\$22.30	\$22.91	\$23.54
Executive Assistant II	\$26.61	\$27.01	\$27.75	\$28.51	\$29.29
Temp Hwy Maintainer	\$19.74	\$20.04	\$20.59	\$21.16	\$21.74
Hwy Maintainer I	\$26.61	\$27.01	\$27.75	\$28.51	\$29.29
Hwy Maintainer II	\$27.28	\$27.69	\$28.45	\$29.23	\$30.03
Hwy Maintainer III	\$27.85	\$28.27	\$29.05	\$29.85	\$30.67

Any employee while plowing snow shall be paid a minimum of Highway Maintainer II's wages for all hours worked while plowing snow.

\* All employees shall receive a six-hundred fifty dollars (\$650) bonus upon execution of this Agreement.

#### **Section 19.2 – Temporary Employees**

Temporary or casual employees shall not be entitled to any of the benefit provided for in this Agreement except the wage scale. A temporary employee is defined the same as a short-term employee under the Act, provided that any temporary employee hired to replace a permanent employee off on leave shall remain a temporary employee unless hired to fill a vacancy under Section 11.2.

#### **Section 19.3 – Probationary Rates**

All new employees of the Highway Department shall start two dollars (\$2.00) an hour less than scale for their hired position. After three (3) months, the employee will be paid at one dollar and twenty-five cents (\$1.25) less per hour than scale for their position. The new employee will be at full scale after six (6) months and completion of probationary period.

#### **Section 19.4 – Job Classifications Descriptions**

All employees, no matter the classification, shall be willing to attend training relevant to their jobs, as scheduled by the County Engineer. All employees shall take and pass the Illinois Department of Transportation's Flagger Certification class or if approved by a supervisor, the equivalent of such a class, and have a valid certification while employed at the Highway Department.

It shall be the responsibility of each employee to maintain the equipment assigned to them so that a proper and current record of maintenance is kept and that at any time equipment is needed it will be serviced and ready for operation. Any repairs needed shall be reported immediately to the Field Supervisor or County Engineer on the Equipment Repair Report. It is contemplated that bad weather days and early return time to the shop will allow for such maintenance and it is expected that such time shall be utilized for this purpose. Willful failure of an employee to accept,

assume, and carry out the continuing responsibility of cleanup and maintenance as set forth in the preceding paragraph is grounds for discipline.

*(a) Highway Maintainers*

Highway Maintainers are responsible for maintaining roadways and right of ways ("ROW"), equipment and building facilities in a safe and cost-efficient manner, and for completing such other duties as assigned by the Field Supervisor and/or County Engineer. Work is expected to include roadway patching, culvert replacement, hauling of materials, traffic control, right-of-way control, snow and ice removal, and proper documentation of the work. Highway Maintainers shall have a willingness to learn basic computer skills including Microsoft Excel for the purposes of keeping maintenance records, timecards and for conducting internet searches for equipment and situational troubleshooting (equipment forums, manual look-ups, and YouTube). All maintenance employees shall be responsible for emergency work including snow and ice removal. Skills needed to complete the necessary work required by the Department can fall into different job classifications (Highway Maintainer I, II or III).

*(b) Highway Maintainer I*

A Highway Maintainer I is required to obtain a Class B CDL with no restrictions on automatic and/or manual transmissions and Full Air Brakes allowed within sixty (60) days from the date of hire and hold this certification while employed as a Maintainer.

A Highway Maintainer I shall have the ability to:

- (i) Understand and perform basic math, including but not limited to measuring, calculating slope with use of a laser level;
- (ii) Communicate verbally and in written word for the purpose of noting roadway issues and documenting work;
- (iii) Communicate on 2-way radio (hearing, speaking, and hand use);
- (iv) Tailgate material (aggregate and asphalt, cold or hot mix, cinders, slag, or millings) smoothly without leaving piles of material;
- (v) Spread material on shoulders using a chute attachment on a heavy highway truck without leaving piles on the roadway surface;
- (vi) Spread material in the center of a roadway with a spinner attachment on a heavy highway truck without leaving piles of material;
- (vii) Back heavy highway trucks into and to dump into paving and spreading equipment for the purpose of maintaining a roadway surface;
- (viii) Use a shovel to dig holes, shovel materials (aggregate, cold patch, etc.);
- (ix) Properly set up or install traffic control, including signs, posts, delineators, barricades and flagging in work zones;

- (x) Perform field maintenance as necessary on light-duty, medium-duty, and heavy highway trucks (cleaning, fluid refilling, greasing, tire changing, etc.), and noting equipment problems. Routine maintenance shall be performed at the shop by the Highway Maintenance III;
- (xi) Safely operate heavy highway trucks while hauling and/or spreading materials, and while operating attachments, including snowplows and brooms;
- (xii) Safely plow roads with heavy highway trucks and front-end plows;
- (xiii) Safely load trucks with material, with either a wheeled loader or farm tractor;
- (xiv) Safely run chainsaws in clearing brush/trees in ROW or on the roadway in routine maintenance or during emergency situations;
- (xv) Safely operate a tractor for mowing ROW;
- (xvi) Operate crack sealer, self-propelled broom, spray patcher, and rollers (rubber tired and/or steel drum) on routine maintenance projects, including culverts, patching, seal coating, and striping;
- (xvii) Perform pre-operation inspections on heavy highway trucks and other equipment as the first step of the equipment operation;
- (xviii) Moving heavy highway equipment when required in the field and at the job site, including but not limited to motor graders, excavators, backhoes, dozers, under the direct supervision of the Field Supervisor; and
- (xix) Perform routine building maintenance and repair including mowing (with a push mower), painting, drywall patching, cleaning.

(c) *Highway Maintainer II*

A Highway Maintainer II is required to obtain a Class A CDL with no restrictions on automatic and/or manual transmissions and Full Air Brakes allowed within sixty (60) days from the date of hire and hold this certification while employed as a Maintainer II.

A Highway Maintainer II shall have the ability to:

- (i) Fulfill the job duties of a Class I Maintainer;
- (ii) Perform pre-operating inspections on all equipment immediately prior to use;
- (iii) Perform routine pre-operational and post-operational routine maintenance of cleaning and fluid-refilling on all equipment;

- (iv) Safely operate a tractor for dragging gravel surfaces;
- (v) Efficiently operate a motor grader and excavator on a routine basis (weekly) in the tasks detailed below, per piece of equipment;
- (vi) Proficiently operate a dozer and backhoe on a recurrent basis (monthly or semi-annually) in the tasks detailed below, per piece of equipment; and

(d) *Operator Requirements*

(i) Motor Grader Operator Requirements:

- (1) Grade and shape gravel roads;
- (2) Scarify gravel and/or blacktop roads;
- (3) Grade and shape dirt and/or rock or gravel shoulders to the cross section required;
- (4) Cut and shape V-ditches and various widths of flat bottom ditches;
- (5) Grade and shape foreslopes, backslopes, and berms; and
- (6) Fine grade and shape bituminous patching materials in pavement patching and/or pavement overlay operations.

(ii) Excavator Requirements:

- (1) Excavate and shape ditches to the required grade and cross section;
- (2) Grade and shape earth foreslopes, backslopes and berms to the required grade and cross section;
- (3) Excavate trenches for pipe culverts and place same to the required grades and cross section; and
- (4) Cut brush in the ROW to mulch consistency with brush-cutter attachment.

(iii) Dozer Operator Requirements:

- (1) Rough grade and shape roadways;
- (2) Move, place and shape earth and/or rock or gravel to the required depths over various sized areas of land;
- (3) Remove brush and trees from land areas and stack them in a pile for burning;
- (4) Demolish existing structures, pavements, etc. and stack and bury debris as required;
- (5) Make earth cuts or fills to the grades and cross sections required; and

- (6) Shape gravel, stockpile, and doze materials into Pugmill Hopper.

This position must be capable of performing the above-described operations to the satisfaction of the County Engineer.

*(e) Highway Maintainer III*

A Highway Maintainer III is required to obtain a Class A CDL with no restrictions on automatic and/or manual transmissions and Full Air Brakes allowed within sixty (60) days from the date of hire and hold this certification while employed as a Maintainer III.

A Highway Maintainer III shall have the ability to:

- (i) Fulfill the job duties of a Class I Maintainer;
- (ii) Perform pre-operating inspections on all equipment;
- (iii) Perform routine maintenance on all equipment;
- (iv) Diagnose or cause to be diagnosed mechanical problems on all highway equipment; and
- (v) Repair highway equipment.

*(f) Temporary Highway Maintainer*

A Temporary Highway Maintainer shall have the ability to fulfill the job duties of a Class I, II, or III Maintainer, but:

- (i) will not be hired to work more than nine-hundred ninety-nine (999) hours per year;
- (ii) will not receive paid time off, nor receive any retirement or insurance benefits; and
- (iii) Discipline or discharge of a Temporary Highway Maintainer shall not be subject to the grievance or arbitration procedure provided for within this Agreement and may occur with or without cause.

*(g) Executive Assistants*

Executive Assistants primarily handle the day-to-day administrative and accounting duties of the Department. Administrative duties consist of typical business administrative operations such as answering phones, receiving, and sorting mail, email correspondence, and typical governmental administrative operations such as preparations of Committee Agendas, meeting minute taking and reporting. Accounting consists of the tracking of accounts payable for the Highway Department and preparation of monthly and/or annual financial reports for the County Engineer's use.

- (i) An Executive Assistant I shall have the ability to:

- (1) Communicate verbally and in writing with the public, other governmental offices, and elected officials, via a multi-line phone system, email, letter writing, and public notices;
  - (2) Perform Accounts Payable duties on a daily basis for the various County funds the Highway Department oversees (County Highway, County Aid to Bridges, Federal Aid Matching, and others as assigned – Bike Trail, County Highway 6 Mitigation Fund);
  - (3) Perform Payroll Accounting biweekly;
  - (4) Perform Accounts Receivable duties routinely (monthly) for materials sold to other governmental agencies;
  - (5) Balance monthly and annually with the County Clerk's and Treasurer's Offices;
  - (6) Maintain databases and listings of materials, equipment, liabilities, and assets;
  - (7) Maintain and manage filing systems, hardcopy and electronic;
  - (8) Proficiently operate Microsoft Office, including but not limited to Excel, Word, and Access;
  - (9) Prepare financial reports from the Accounting data for the County Engineer's use;
  - (10) Perform and understand laws relating to County Government including, but not limited open meetings, procurement and disposal of materials, equipment, and records;
  - (11) Maintain and oversee Petty Cash receipts; and
  - (12) Recommend purchases of office equipment and supplies.
- (ii) An Executive Assistant II shall have the ability to:
- (1) Perform all duties of an Executive Assistant I;
  - (2) Perform Accounts Payable duties for County Motor Fuel Tax, the 26 Township Motor Fuel Tax funds, and Township Bridge Program Fund in a manner consistent with the guidelines set up by the State of Illinois, in accordance with the Illinois Department of Transportation (IDOT);
  - (3) Track project costs in addition to Accounts Payable tracking;
  - (4) Assist in MFT budgeting;

- (5) Prepare MFT Reports for revenues and expenditures as requested by IDOT;
- (6) Assist in the preparation of project administration, including but not limited to petitions, intergovernmental agreements, cost analyses, resolutions; and
- (7) Prepare documents for materials, labor, equipment, construction, or maintenance lettings, regardless of the funding source.

**Section 19.5 – Commercial Driver’s License (CDL)**

- (a) The Employer agrees to pay the entire cost for obtaining and renewing a commercial driver’s license for all employees including a mechanic required to take the test.
- (b) The Employer agrees to a reasonable time (3-4 hours) with pay during work hours to attend any classes offered by the State of Illinois to prepare for the test.
- (c) The Employer agrees to allow the employee use of a County vehicle, on County time, to take the test.
- (d) The Employer agrees that employees who have failed to test and/or, whose CDL or license are suspended, or temporary permit has expired, may be placed on layoff with recall rights according to Section 14.3 of this Agreement, provided that they first passed the test for the CDL. This Section is subject to the Drug and Alcohol Testing Policy adopted by the County and any discipline provisions provided for therein. Availability of work will be determined by the Employer.

**Section 19.6 – Longevity Bonus**

In addition to the hourly rates in Section 19.1, employees shall have the following increases added to their hourly in the anniversary date of the hiring with the Fulton County Highway Department:

Years of Service	Longevity Added to Employee's Current Hourly Rate
After one (1) year	One and a half percent (1.50%)
After three (3) years	One and a half percent (1.50%)
After five (5) years	One and a half percent (1.50%)
After seven (7) years	One and a half percent (1.50%)
After nine (9) years	One and a half percent (1.50%)
After eleven (11) years	One percent (1.00%)
After thirteen (13) years	One percent (1.00%)
After fifteen (15) years	One percent (1.00%)
After seventeen (17) years	One percent (1.00%)
After nineteen (19) years	One percent (1.00%)
After twenty-one (21) years	One percent (1.00%)
After twenty-three (23) years	One percent (1.00%)
After twenty-five (25) years	One percent (1.00%)

**ARTICLE XX – PAST PRACTICE**

Excepting policy to administer this Agreement, the Employer and the Union agree that during the period of this Agreement they shall not unilaterally change any past practices enjoyed by members of the bargaining unit and Management.

When past practice conflicts with the express terms of this contract, the contract shall prevail. The absence of any contractual language in this Agreement, which was formally included in previous Agreements, shall not be deemed a past practice.

**ARTICLE XXI – DRUG POLICY**

The Drug and Alcohol Policy adopted by Fulton County for CDL drivers is incorporated herein by reference. Any changes by law to that policy are agreed as incorporated herein.

**ARTICLE XXII – SAVINGS CLAUSE AND AMENDMENT**

**Section 22.1 – Savings Clause**

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any Court of competent jurisdiction, or under any applicable Federal or State law, such decision shall apply only to the specific Article, Section or portion thereof specified. Upon issuance of the applicable law or decision the Employer and Union agree to immediately negotiate a substitute for the invalidated Article, Section or portion thereof.

**Section 22.2 – Amendment by Mutual Agreement**

It shall be understood that the provisions of this Agreement may be modified at any time upon mutual agreement of the parties, provided that all such mutual amendments shall be in writing and signed by authorized representatives of the parties to be binding.

**ARTICLE XXIII – TERMINATION**

This Agreement shall be in full force and effect from December 1, 2022 through November 30, 2026, and shall remain in full force and effect from year-to-year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least one hundred eighty (180) days prior to the date of expiration. It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least one hundred eighty (180) days prior to November 30, 2026 advising that such party desires to continue this Agreement but also desires to revise or change terms and conditions of such Agreement.

Executed this 29 day of Nov, 2023.

**FULTON COUNTY BOARD**

By:   
Chair

By:   
Ex-Officio Clerk of the Fulton County Board

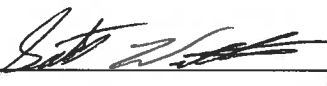


**AFSCME COUNCIL 31**

By:   
Representative

**FULTON COUNTY HIGHWAY**

By:   
County Engineer

**LOCAL 1372 BARGAINING COMMITTEE**

By:   
By:   


**APPENDIX A – PAID RETIREE HEALTH INSURANCE PREMIUM FOR EMPLOYEES HIRED AFTER NOVEMBER**

**30, 2023**

IMRF Tier	Age at Retirement	Years of Service with Fulton County at Age of Retirement	Percentage of Premium Paid by County			Percentage of Premium Paid by the Retiree		
			Retiree	Spouse	Other Dependents	Retiree	Spouse	Other Dependents
Tier 1	55-64	30+	67%	33%	0%	33%	67%	100%
		25 - 29	50%			50%		
		20 - 24	33%			67%		
Tier 2	62-64	30+	67%	33%	0%	33%	67%	100%
		25 - 29	50%			50%		
		20 - 24	33%			67%		

Retirees Over Age 65	Years of Service with Fulton County at Age of Retirement	Percentage of Premium Paid by County			Percentage of Premium Paid by Retiree		
		Retiree	Spouse	Other Dependents	Retiree	Spouse	Other Dependents
Medicare Supplement	30+	67%	67%	0%	33%	33%	100%
	25 - 29	50%	50%	0%	50%	50%	
	20 - 24	33%	33%	0%	67%	67%	

