COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MONTGOMERY COUNTY, ILLINOIS, A BODY PUBLIC

AND

UNION LOCAL 1084, LABORER'S INTERNATIONAL UNION OF NORTH AMERICA, HILLSBORO, ILLINOIS

HIGHWAY DEPARTMENT MAINTENANCE & CLERICAL WORKERS

EFFECTIVE DECEMBER 1, 2017 THROUGH NOVEMBER 30, 2022

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ARTICLE I
AGREEMENT

This Agreement by and between the Montgomery County Highway Department Maintenance and Clerical Workers and the County Board of Montgomery County, hereinafter referred as the "Employer," and Local Union 1084, hereinafter referred to as the "Union" shall become effective December 1, 2017 and shall be in effect in the territory covered by the Montgomery County Highway Department Maintenance and Clerical Workers and shall cover all work done by the Montgomery County Highway Department Maintenance and Clerical Workers.

This Agreement shall not apply to supervisory, professional engineers or technicians.

Any provision of this Agreement found to be in conflict with any State of Illinois or Federal law or regulation shall be either corrected to conform to such statute or be deleted from this Agreement.

It is agreed by and between the parties hereto that essential governmental functions and offices shall continue to operate without interruption for the benefit of the general public. In the event of any dispute hereunder, all forms of picketing, other than informational, are forbidden. Under no circumstances shall any dispute hereunder cause a strike or picketing against any other Montgomery County office or function, other than the Montgomery County Highway Department.

Regardless of any provision herein to the contrary, the Employer shall not be in violation of this contract when it is required by law or virtue of any regulation, directive or order of any proper office to perform any act required of it in compliance with such law, regulation, directive or order. The foregoing shall include compliance with all laws, regulations, directives or orders pertaining to civil rights and equal employment opportunity legislation.

ARTICLE II
MANAGEMENT RIGHTS

The Employer has the sole and exclusive right to manage the affairs of County business. Such functions shall include, but not be limited to, the right to discipline employees, the right to make reasonable rules and regulations, to promote, to determine the amount of work needed and to lay off because of lack of work. It is understood and agreed that these rights shall not be exercised in any manner not consistent with the terms and conditions of employment as set forth in this Agreement. This Article is subject to the provisions of Article XV, Grievance Procedure.

ARTICLE III
UNION RECOGNITION, DUES CHECKOFF AND FAIR SHARE

SECTION 1. UNION RECOGNITION. It is agreed by the Employer that the Union shall be the sole bargaining agent for all persons employed in the bargaining unit for the purpose of establishing wages, hours and other conditions of employment as required by the Illinois Public Labor Relations Act. The bargaining unit will consist of all regular maintenance and clerical employees of the Montgomery County Highway Department.

Upon receipt of written authorization by an employee submitted on a form provided by the Union, the Employer shall deduct from each employee's paycheck Union membership dues. Such deduction shall continue until the employee revokes his/her written authorization in the same manner as it was initially given or until the termination date of this Agreement. The amount of deductions provided for herein shall be remitted to the Union on a monthly basis, accompanied by a listing of each employee, his/her social security number and the specific deduction with the amount for each.

The Employer agrees that after all present and new employees have signed the proper check-off authorization card to check off his/her pay and proper dues, the Employer will forward same to the Secretary-Treasurer of the Union.

A new employee, as defined herein, shall become a member of the Union or pay the fair share not later than the thirtieth (30th) day following the beginning of his/her employment, or within thirty (30) days of the execution of this Agreement, as a condition of employment, and shall continue in good standing in the Union or pay the fair share as a condition of continued employment.

SECTION 2. FAIR SHARE DEDUCTION. All bargaining unit employees who are not members of the Union and who do not become members of the Union within thirty (30) days of the effective date of this Agreement, or on their date of employment, whichever is later, and who continue during the term of this Agreement to not be members of the Union, shall pay to the Union each month their fair share of the costs of services rendered by the Union, not to exceed the full amount of Union dues required of Union members. The fair share amount shall be deducted by the Employer from such employee's pay pursuant to this Article with regard to full dues check-off. Such deductions shall be forwarded to the Union pursuant to this Article along with the above-mentioned dues deduction amount stated within Section 1 of this Article.

SECTION 3. INDEMNIFICATION. The Union shall indemnify, defend and hold harmless the Employer against any claim, denial, suit or liability owing from any action taken by an employee in complying with this Article.

SECTION 4. PROBATIONARY PERIOD. Any new employee shall serve a probationary period of 6 (six) months during which time the employee shall not be entitled to fringe benefits contained in this Agreement, except holiday pay for holidays that occur during such probationary period. During the probationary period, an employee may be discharged without recourse provided; however, the Employer does not discharge or discriminate for the purpose of evading this Agreement or discriminate against Union members. Upon completion of the Six (6) months probationary period, an employee shall be granted seniority right from his/her most recent date of hire.

ARTICLE IV
NO STRIKE/NO LOCKOUT

SECTION 1. NO STRIKE/NO LOCKOUT. The Union agrees that during the term of this Agreement, neither the Union nor its officers, agents, members or representatives, individually or collectively, will authorize, instigate, cause, condone or take part in any strike or work stoppage because of a labor dispute with the Employer concerning the provisions covered by this Agreement. The Employer agrees that during the term of this Agreement there shall be no lockout of employees by the Employer because of a labor dispute with the Union or the employees covered by this Agreement.

SECTION 2. DISCIPLINE OF STRIKERS. Any employee who violates the provisions of this Article may be subject to discharge. Any action taken by the Employer against any employee who participates in an action prohibited by Section 1 above shall be subject to the provisions of the Grievance Procedure.

SECTION 3. RESUMPTION OF OPERATIONS. In the event of an action prohibited by this Article, the Union will immediately publicly disavow such action and request the offender to return to work and will use its best efforts to achieve a prompt resumption of normal operations.

ARTICLE V
HOURS OF WORK AND OVERTIME FOR MAINTENANCE WORKERS

Forty (40) hours, Monday through Friday, shall constitute a work week. A regular work day shall start at 7:00 a.m. and end at 3:30 p.m. with one-half (1/2) hour for lunch as near to 11:30 a.m. as possible, depending on existing conditions. An employee shall have two (2) work breaks per shift for ten (10) minutes each, one approximately two (2) hours after starting time and the second approximately (2) hours after lunch.

When an employee works three (3) hours or more past the regular quitting time, the Employer shall furnish lunch and allow the employee time to eat with no loss of pay. In the event it is not possible or practical to furnish this lunch, the employee shall receive the sum of five dollars ($5.00) in lieu of lunch.

All work performed before the employee's regular start time or after the regular quit time, provided the employee has worked a regular eight (8) hour day, or any work performed on Saturday, shall be paid at the rate of time and one-half (1-1/2) the regular hourly rate. All work performed on Sundays shall be paid at two (2) times the regular hourly rate.

All employees shall be given equal opportunity for overtime. The County Engineer shall post a list of employee overtime on the bulletin board.

An employee shall work overtime when it is necessary to protect life, property or maintain continuous service.

An employee who is called back to work after having completed a regularly scheduled work day and left the garage or job site will be paid time and one-half (1-1/2) the regular hourly rate for a minimum of four (4) hours.

HOURS OF WORK AND OVERTIME FOR CLERICAL WORKS

SECTION 1. FORTY (40) HOUR WORK WEEK FOR FULL-TIME EMPLOYEES. Forty (40) hours, Monday through Friday, shall constitute a work week. The regular work day shall start at 7:30 a.m. and end at 4:00 p.m. with one-half (1/2) hour for lunch as near to 12:00 p.m. as possible, depending on existing conditions. An employee shall have two (2) work breaks per shift for ten (10) minutes each, one approximately two (2) hours after starting time and the second approximately two (2) hours after lunch.

SECTION 2. OVERTIME REQUIREMENTS. All hours worked in excess of a regular eight (8) hour work day and in excess of a regular forty (40) hour work week shall be paid at the rate of time and one-half (1-1/2) the regular hourly rate. All work performed on Sundays and holidays shall be paid at two (2) times the regular hourly rate.

All employees shall be given equal opportunity for overtime. The County Engineer shall post a list of employee overtime on the bulletin board.

An employee shall work overtime when it is necessary to maintain continuous service.

An employee who is called back to work after having completed a regular scheduled work day and has left the office, will be paid time and one-half (1-1/2) the regular rate for a minimum of two (2) hours.

ARTICLE VI
HOLIDAYS

SECTION 1. HOLIDAYS. The following days shall be recognized and observed as paid holidays:

New Year's Day
Martin Luther King Day
Presidents' Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
General Election
Veterans' Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Holidays will be observed on the days set forth by the Chief Judge of the Fourth Judicial Circuit and approved by the Montgomery County Board.

If an employee is called to work on a Holiday, he/she shall be paid two (2) times the regular hourly rate for at least four (4) hours in addition to the regular holiday pay.

This Article shall in no way be construed as limiting the right of any County elected official to regulate and designate the working hours and days of his/her employees and office as permitted by law.

An employee shall be entitled to observe any additional holidays authorized by the Montgomery County Board.

SECTION 2. ELIGIBILITY REQUIREMENTS. Employees shall be eligible for holiday pay under the following conditions:

1. The Employee would have been scheduled to work on such day if it had not been observed as a paid holiday.
2. The Employee worked his/her last scheduled work day prior to the holiday and the next scheduled work day after the holiday, unless the employee is absent for any reasonable purpose. Reasonable purpose shall include use of paid leave.
3. If a (clerical worker) employee works on any of the paid holidays described in Section 1 above, the employee shall be paid at the rate of two (2) times the regular hourly pay for at least two (2) hours worked in addition to regular holiday pay.
4. If a (maintenance worker) employee works on any of the paid holidays described in Section 1 above, the employee shall be paid at the rate of two (2) times the regular hourly pay for at least four (4) hours worked in addition to the regular holiday pay.

SECTION 3. ADVANCE NOTICE. Employees scheduled to work a holiday shall be given as much advance notice as practicable.

ARTICLE VII
FUNERAL LEAVE

A maximum of three (3) days of leave with pay, depending on funeral arrangements and travel requirements, shall be granted to a full-time employee, as designated in this contract, in the event of a death in his/her immediate family, provided it is established the employee attended the funeral. Immediate family shall include an employee's spouse, children, stepchildren, grandchildren, step-grandchildren, parents, step-parents, grandparents, step-grandparents, brothers, sisters, step-brothers, step-sisters, mother-in-law, father-in-law, son-in-law or daughter-in-law.

If requested, an employee shall furnish to the Employer the name of the relative whose funeral the employee is attending, the city, as well as the funeral home name. If an employee is requested to serve as a pallbearer for someone other than an immediate family member, the employee will be granted the request for leave but will be charged one (1) day of sick leave. Sick leave, other than for the above, must be for illness only.

ARTICLE VIII
SICK LEAVE

Each full-time employee, as designated in this contract, shall be entitled to one (1) day of sick leave at the end of each month. An employee may use sick leave upon the approval of the County Engineer for absence due to illness or injury of the employee, or for illness, injury or death of an employee's immediate family member. The employee requesting sick leave shall inform the County Engineer of the fact for sick leave, and the reason, as soon as possible. Failure to do so may be cause for denial of sick leave for the period of absence. An employee must call in on or before the scheduled start time on each day of illness unless hospitalized. If requested by the Employer, sick leave with pay in

excess of four (4) consecutive days for reason of illness or injury shall be granted only after the employee provides a written statement by a reputable physician certifying that the employee's condition prevents him/her from performing the duties of his/her position.

An employee with proper medical verification for an extended sick/disability period shall be required, if requested by the Employer, to submit himself/herself for examination to an alternate qualified medical practitioner or surgeon selected by the employer at any time and place reasonably convenient for the employee. The purpose of this exam will be to determine the nature, extent and probable duration of the employee's injury or medical/mental health condition. The Employer will be responsible for the expense of said examination including transportation and meal expenses.

An employee who refuses to submit himself/herself to examination or obstructs the process of the examination pursuant to this section shall have his/her compensation privileges temporarily suspended until said examination is conducted.

An employee may voluntarily donate his/her sick days to a co-worker who has exhausted all sick leave and is in need of extra sick leave due to a serious illness or injury of the employee or a member of his/her immediate family. Any donated sick leave must be used immediately. An employee wishing to donate his/her sick leave must submit the request on the Sick Leave Donation Program Form attached to this Article as Addendum A.

Upon retirement and/or termination, once an employee has accrued a total of twenty-five (25) accumulated sick days, the employee is entitled to twenty dollars ($20.00) per accumulated sick day up to a maximum of two thousand dollars ($2,000.00).A

ARTICLE IX
INSURANCE

Effective August 1, 2003, the Employer will pay initial start-up costs for the employees' Health and Welfare Fund Program insurance. (See Addendum "B" attached to this Article.) In the event the insurance carrier should be changed by the Employer, comparable insurance will be provided, payable 75% by Employer, 25% by Employee.

Effective December 1, 2017, the Employer will be reimbursed twenty-five percent (25%) of the initial established hourly rate by way of employee payroll deduction plus 50% of any future hourly increases as outlined below. This shall hold true for each employee insured through the Health and Welfare Fund.

In regards to the agreement referencing financial cap limitations and the cost to the Employer, the following shall apply:

1. The initial established hourly rate is equal to $5.95 per hour which shall be shared 75% Employer (for an amount of $4.46 per hour) and 25% Employee (for an amount of $1.49 per hour). This rate will be effective, and guaranteed through, November 30, 2022.
2. For years 2, 3, 4, and 5, of the contract, the above rates will continue to apply. However, any increases in the premium rates will continue to be split 50% - 50% (Employer/Employee) up to $6.50 per hour cap for Employer.

In the event the Health and Welfare Fund rejects any employee as an insured, the Employer will reimburse the employee for the Employer's share of the premium cost.

In the event that National Health Insurance is legislated, the Employer and the Union agree to open this Article IX, Insurance, for negotiation.

ADDENDUM "B" (To Article IX – Insurance)

Section 1. Welfare Fund. Commencing on December 1, 2017, the Employer agrees to make payments to the Central Laborers' Welfare Fund (Non-Construction plan) and to be bound by the Central Laborers' Welfare Fund Trust Agreements, including any amendments or changes thereto, and the Employer accepts as Trustees, those Trustees selected in the manner provided for in said Trust Agreement. The rate to be paid by the Employer to the Welfare Fund for each employee covered by this agreement shall be $1,031.33 per month for each month that the employee performs any work or receives any pay or is entitled to receive pay pursuant to this agreement.

Section 2.

A. Payments to the office of the Welfare Fund shall be made by the Employer no later than the 15th day of the month next following the month for which the payments are required.

B. Contributions shall be paid on behalf of each applicable employee starting with the employee's first day of employment in a job classification covered by this agreement.

C. The Employer hereby irrevocably designates as its representatives on the Board of Trustees such Trustees as are now serving or who will in the future serve as Employer Trustees, together with their successors. The Employer further agrees to be bound by all actions taken by the Board of Trustees pursuant to the Trust Agreement as heretofore and hereafter amended.

D. All contributions shall be made at such time and in such manner as the Trustees require. The Trustees shall have the authority to have an accountant audit the records of the Employer, as set forth in the Trust Agreement, upon reasonable notice for the purpose of determining the accuracy of the Employer's contributions to the Fund.

E. If the Employer fails to make contributions within fifteen (15) days after the date required by the Trustees, the Union and/or the Trustees shall have the right to take whatever steps are necessary to secure compliance with this Agreement. Any other provisions hereof to the contrary notwithstanding, the Employer shall be liable for all costs for collection of the payments due, together with reasonable attorneys fees and other such costs or charges as may be assessed by the Trustees pursuant to the Trust Agreement.

F. The Welfare Fund adopted by the Trustees of said Fund shall, at all times, conform with the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat contributions to the Fund as a deduction for income tax purposes.

Employer:

By: _____ Date: 2-5-18

Laborers' International Union of North America Southwestern Illinois Laborers' District Council

By: _____ Date: 2/13/18

Laborers' Local #1084

By: _____ Date: 2-13-18

ARTICLE X
SENIORITY

All employees must be laid off according to seniority. All promotions shall be made according to seniority and qualifications. Seniority shall date from the time an employee is employed by the Employer.

An employee laid off because of lack of work or similar reasons and rehired within a period of two (2) years shall have seniority rights and all other benefits including accumulated sick leave restored as of the date they were laid off. The Employer will give employees at least two (2) weeks notice prior to being laid off, except in emergency situations. Employer will issue the final paycheck within five (5) days of layoff or termination. Any employee accepting a promotion will have ten (10) operating days as a trial period to see if he/she is qualified for the position, at the discretion of the Road Foreman or County Engineer, within a three (3) month period. The County Engineer or Road Foreman shall determine qualifications.

*Maintenance and Clerical seniority rights shall be two (2) separate issues. Maintenance workers will keep their designated seniority status and clerical workers shall have their own designated seniority status.

ARTICLE XI
VACATION

Every Union employee shall be allowed vacation leave with pay in accordance with the following schedule:

Upon one (1) year of service, employees are allowed up to two (2) weeks paid vacation.

Upon five (5) years of service, employees are allowed three (3) weeks paid vacation.

Upon ten (10) years of service, employees are allowed four (4) weeks paid vacation.

Upon twenty (20) years of service, employees are allowed five (5) weeks paid vacation.

Upon thirty (30) years of service, employees are allowed six (6) weeks paid vacation.

Vacation will be capped at a maximum of 4 (four) weeks after 10 years of service for New Hires after 12/1/12.

Employment on or before the fifteenth (15th) of the month is considered as starting on the first (1st) of the month.

Employment after the fifteenth (15th) of the month is considered as starting on the first (1st) of the following month.

Any employee who wants his vacation pay before going on vacation must make a request for this pay at least fourteen (14) calendar days before the start of his vacation. This request must be in writing with copies to the County Engineer and the Union Steward. The employee will receive his/her vacation pay on or before his/her last scheduled work day prior to vacation. This check shall be dated the same date as issued.

Employees must take vacation each year and are only allowed to go over into the month of January (considered as part of the past calendar year) of the following year with accumulated vacation from the previous year, and vacation time must be taken by the end of that month. In case of inclement weather or uncontrollable conditions, the County Engineer may extend the carryover through March of the same year.

Requests for vacation by an employee may be scheduled with the consent of the County Engineer as needed without an inconvenience to work priorities. At the time a request for vacation is made by more than one employee for the same time period, the employee with seniority will have preference. Once vacation is scheduled for an employee; that employee's time may not be taken away by a subsequent request for the same time period by an employee with more seniority. After the schedule has been set, it is subject to change only at the request of the employee.

SCHEDULE OF WORKERS OFF – MAINTENANCE WORKERS

Schedule of maximum workers off at one time:

January 1 to April 1	-	five (5) workers
April 1 to October 15	-	two (2) workers
October 15 to December 31	-	five (5) workers

In case of emergency, any employees who are at home must return to work if they are asked to do so.

ARTICLE XII
MISCELLANEOUS

CLOTHING ALLOWANCE. Effective December 1, 2017 Employer will provide each maintenance employee three hundred dollars ($300.00) for each of the five (5) years of the contract. On or before December 1 of each fiscal year of this contract, the Employer will provide each employee with the above amounts designated for each year of the contract. Clerical employees will be provided six (6) shirts per year embroidered with the office designation.

CDL LICENSE. Employer will reimburse each maintenance employee for the cost of renewing his/her CDL license. The employee will be allowed to go for the written and behind-the-wheel testing on the Employer's time.

ARTICLE XIII
SAFETY AND INCLEMENT WEATHER

It is recognized that safety is a matter of concern to employer and employee alike and both are to be governed by the safety rules of Employer.

Employer shall provide rubber boots, raincoats, rain hats and proper apparel for inclement weather or work in mud, slush or snow, all of which shall be available at the County shed and checked out and checked back in. Also, union employees who are equipment operators shall be furnished proper cabs, covers and heat housers for tractors. Employer will generally maintain sufficient employees to safely perform required work.

Employer will not require employees to work out of doors during severe cold, stormy or rainy weather unless such work is necessary to protect life or property, or maintain continuous service to the public. The County Engineer shall determine whether the work to be performed is necessary to protect life, property or maintain continuous service to the public.

Employer will keep trucks and other equipment which employees are required to use in their work duties maintained in such repair as to properly safeguard the health and safety of the employees operating such equipment. Complete first aid kits shall be maintained for each truck and at each station where employees covered by this agreement work.

A safety committee shall be formed to include: Union Steward or Secretary and one other Union member, a member from the Montgomery County Road and Bridge Committee and the County Engineer. The safety committee shall meet semi-annually, if necessary, to discuss problems and find ways to implement improvement.

XIV
UNION STEWARD

A steward shall be appointed by the Union. The steward shall not be discharged or laid off for the fulfillment of his duty to the Union. The steward shall be responsible to see that the provisions of this agreement are adhered to by the Employer and employees. The steward shall notify and receive approval from his/her supervisor prior to conducting any union business on company time. Other than the steward, employees are not allowed to conduct union business on company time. The business manager of the Union shall have the privilege of visiting any work site or job at any time, provided notice is given to the Employer. A phone call shall be deemed proper notice.

XV
GRIEVANCE PROCEDURE

In the event that an employee shall have a grievance, he/she shall report the same to the Union steward. The steward shall be authorized to discuss the grievance with the County Engineer. To be considered timely, any grievance must be reported within ten (10) days of the incident giving rise to the grievance.

If the steward and the County Engineer cannot resolve the matter satisfactorily within three (3) working days, then the business manager or his assistant in the Union shall discuss the grievance with the County Engineer. If the matter is not satisfactorily settled within five (5) additional working days, then the matter shall be submitted to the Montgomery County Personnel Committee at their next scheduled meeting.

The Personnel Committee shall hear evidence regarding the grievance from both the County Engineer and the Union and shall, within five (5) days from hearing such evidence, give an answer to the Union.

In the event the matter is not satisfactorily settled by the Personnel Committee, then the matter shall be submitted to the Department of Labor for a list of Arbitrators.

The Personnel Committee and the Union shall strike Arbitrators until a final selection is made. The decision of the Arbitrator shall be final and binding on both parties. The cost of arbitration shall be divided equally between the Employer and the Union.

In the event the Employer has a grievance, the County Engineer shall first discuss the matter with the business manager of the Union. If the matter cannot be resolved, it shall be referred to the Personnel Committee for consideration. If the Personnel Committee cannot satisfactorily resolve the matter, then it shall be referred to the Department of Labor as described earlier. Pending the Arbitrator's decision, work shall proceed under this Agreement.

The decision of the Arbitrator shall be final and binding on both parties.

ARTICLE XVI
PERSONAL DAYS

Employees covered by this Agreement shall be entitled to take four and one-half (4-1/2) personal days off with pay during each calendar year for the term of this Agreement. Personal leave may not be accumulated for use in later years.

ARTICLE XVII
PAY PERIOD AND PAY DAY

Pay day shall be every other Friday by regular quitting time in accordance with past practice. Allowing that if holidays fall on pay days, then the actual pay day will be the day prior to the holiday.

The pay period ending date indicated on the employee's paycheck shall coincide with the pay period ending date on the time card for the employee.

XVIII
DISCIPLINE

SECTION 1. DEFINITION. The Employer agrees with the tenets of progressive and corrective discipline. Disciplinary action or measures shall include only the following, which shall be imposed based upon the severity of the offense:

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

Disciplinary action may be imposed upon an employee only for just cause.

Discipline shall be imposed promptly after the Employer is aware of the event or action giving rise to the discipline and has a reasonable period of time to investigate the matter.

SECTION 2. MANNER OF DISCIPLINE. If the Employer has reason to discipline an employee, it shall normally be done in a manner that will not embarrass the employee before other employees or the public.

SECTION 3. NOTIFICATION AND MEASURE OF DISCIPLINARY ACTION. In the event disciplinary action is taken against an employee, other than the issuance of an oral warning, the Employer shall promptly furnish the employee and the Union in writing with a clear and concise statement of reasons therefore including any names of witnesses and copies of pertinent documents. The measure of discipline and the statement of reasons may be modified, especially in cases involving suspension pending discharge, after the investigation of the total facts and circumstances. 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.

An employee shall be entitled to the presence of the Union steward or business manager at an investigatory interview if the employee requests one and if the employee has reasonable grounds to believe that the interview may be used to support disciplinary action against the employee.

The County Engineer shall ensure that notification and /or copies of any disciplinary action, other than warnings, be given to the Chairmen of the County Personnel Committee and Road and Bridge Committee, as well as the Board Chairman. A copy of the disciplinary action shall be kept in the employee's personnel file.

SECTION 4. REMOVAL OF DISCIPLINE. Any written warning or other discipline shall be removed from an employee's record if, from the date of the last warning or discipline, eighteen (18) months pass without the employee receiving an additional warning or discipline for such offense.

ARTICLE XIX
SAVINGS AND SEPARABILITY

If any term or provision of this Agreement is, at any time during the term of this Agreement, in conflict with any applicable valid Federal or state law, such term or provision shall continue in effect only to the extent permitted by such law. If at any time thereafter such term or provision is no longer in conflict with any Federal or state law, such term or provision, as originally embodied in this Agreement, shall be restored in full force and effect. If any term or provision of this Agreement is, or becomes, invalid or unenforceable, such invalidity or unenforceability shall not affect or impair any other term or provision of this Agreement. This Article is subject to the provisions of Article XV, Grievance Procedure. If during the term of the Agreement, a new applicable federal or state law is enacted or becomes effective which law impacts any provision herein, then the newly-established federal or state mandate shall be incorporated into this Agreement to the extent permitted by such law.

ARTICLE XX
TRAINING

When employees are required or requested to attend or receive training, upon approval of the Montgomery County Road and Bridge Committee, the cost of said training shall be paid by Employer.

ARTICLE XXI
WAGES

Commencing on the signature date of this Agreement and for the duration of this Agreement, and any renewals or extensions thereof, the Employer agrees to increase wages as follows:

Maintenance Workers (per hour):

12/1/17	12/1/18	12/1/19	12/1/20	12/1/21
$25.40	**$25.65**	**$25.90**	**$26.15**	**$26.40**
$.25/hr	**$.25/hr**	**$.25/hr**	**$.25/hr**	**$.25/hr**

New Maintenance Hires after 12/1/12
Will start at lower wages per the three (3) year Apprenticeship Program – Addendum "C"

Clerical Workers (per hour):

12/1/17	12/1/18	12/1/19	12/1/20	12/1/21
$18.84	**$19.09**	**$19.34**	**$19.59**	**$19.84**
$17.10	**$17.35**	**$17.60**	**$17.85**	**$18.10**
$.25/hr	**$.25hr**	**$.25/hr**	**$.25/hr**	**$.25/hr**

New Clerical Hires will start at $13.30 per hour. The employee will receive a $.50 per hour increase at the end of his/her 6 month probation period and after 1 year of service will receive the annual increase for that year's contract negotiated amount. If the Administrative Assistant should leave the County Employ, then Highway Department Payroll Clerk, Lisa Holliday would be able to move up to the Administrative Assistant position with the same Salary as the Administrative Assistant that is leaving. If it is not Lisa Holliday then the current employee would be paid $13.30 per hour for the Administrative Assistant position.

Highway Department Maintenance Workers
Apprenticeship Program
Addendum "C" (12/1/17)

The apprenticeship will be a three year program that will train new employees in all aspects of the job. The program will benefit both Montgomery County and the employees. The training will be based primarily on OJT training, and may include any offsite training, upon the approval of the Montgomery County Road and Bridge Committee. Any additional training will be at the cost of the Employer.

All apprentices are required to participate in OJT (On the Job) training. Advancement through each apprenticeship step will include a minimum of 1,650 OJT hours along with one calendar year. Any paid, unpaid, or extended leave of absence will not be used to accumulate OJT hours.
Maintenance Worker Apprentice Wages:

1st Step Apprentice - 75% of applicable journeymen rate
2nd Step Apprentice - 85% of applicable journeymen rate
3rd Step Apprentice - 95% of applicable journeymen rate;

An Apprentice Oversight Committee will be formed to discuss any issues that may arise. The Committee will be made up of six representatives: Three employer representatives, and three union

representatives. The Committee will meet every six months or when deemed necessary by either party. The main goal of the Committee is to extend the furtherance and progression of the Apprenticeship Program.

ARTICLE XXII
TERMS OF AGREEMENT

This Agreement shall be effective as of the day the contract is executed by the parties and shall remain in full force and effect from said date until 11:59 p.m. on November 30, 2022, and it shall automatically be renewed from year to year thereafter unless either party notifies the other in writing at least sixty (60) days prior to November 30, 2022, or the anniversary date of such yearly extension, of a desire to amend it. 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 effect during the period of negotiations.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 12th Day of December, 2017.

UNION:	**EMPLOYER:**
Laborers' International Union of North American 1084, Business Manager	Evan Young, Chairman Montgomery County Board
Laborers' International Union of North America 1084, President	Jay Martin Personnel Committee Chairman
Steward/Secretary	Sandy Leitheiser Montgomery County Clerk

ADDENDUM "A" (To Article VIII)

SICK LEAVE DONATION APPLICATION

Purpose

The intent of the Sick Leave Donation Program is to allow an employee to voluntarily donate sick days to a co-worker who has exhausted all sick leave and who is in need of extra sick leave due to a serious illness or injury of the employee or a member of the employee's immediate family. Any donated sick leave is to be used immediately and must be approved by the County Engineer.

Employees using donated leave will be considered in active service status and shall accrue leave and be entitled to any benefits to which they would otherwise be entitled.

Donor's name:_____

Recipient's name: _____

Days of sick leave to be donated: _____

Balance of sick leave after donation: _____

APPROVED BY: _____ **Date:** _____
Montgomery County Engineer

Employee certification:
I hereby certify that this request is made voluntarily. I was not coerced, intimidated or financially persuaded into donating leave. By signing, I relinquish all rights to the donated leave above. I understand that the donation of the leave is irrevocable and that no leave will be refunded to me in cash or kind. I certify that I will have at least 10 days of accrued leave after making this donation.

_____ _____
Donor's Signature Date

Montgomery County,)
) ss.
State of Illinois)

Subscribed and duly sworn to before me according to law by the above-named applicant this _____ day of _____, 20___.

My commission expires: _____
_____
Notary Public

_____ _____
Recipient's signature Date