

AGREEMENT

between

**COUNTY OF ROCK ISLAND
and
ROCK ISLAND COUNTY BOARD
OF HEALTH**

and

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

COUNCIL 31 - LOCAL 2025 B

**DECEMBER 1, 2008
TO
NOVEMBER 30, 2012**

TABLE OF CONTENTS

AGREEMENT	7
ARTICLE I - RECOGNITION	7
SECTION 1.....	7
SECTION 2.....	8
SECTION 3.....	8
SECTION 4.....	9
SECTION 5.....	9
SECTION 6. ELIGIBILITY FOR BENEFITS	9
SECTION 7. CLASSIFICATIONS.....	10
ARTICLE II - PAYROLL DEDUCTION.....	10
SECTION 1.- DUES CHECK-OFF	10
SECTION 2.....	11
SECTION 3.....	11
SECTION 4.....	11
SECTION 5.....	12
SECTION 6.....	12
SECTION 7.....	12
SECTION 8. PEOPLE CHECK OFF	12
SECTION 9. FAIR SHARE.....	13
ARTICLE III - SENIORITY.....	14
SECTION 1. PURPOSE AND SCOPE	14
SECTION 2. DEFINITIONS.....	14
SECTION 3. PROBATIONARY PERIOD	15
SECTION 4. DEVIATIONS FROM SENIORITY	16
SECTION 5.....	16
SECTION 6.....	17
SECTION 7.....	17
SECTION 8. TRANSFER FROM SENIORITY UNIT	17
SECTION 9.....	17
SECTION 10.....	18
SECTION 11. JOB POSTING.....	18
SECTION 12. REDUCTION IN WORK FORCE	20
SECTION 13. CONTRACTING OUT WORK.....	21
ARTICLE IV - NON-DISCRIMINATION.....	21
ARTICLE V - GENERAL PROVISIONS	22
SECTION 1.....	22
SECTION 2.....	23
SECTION 3. OUTSIDE EMPLOYMENT	23
SECTION 4. CHECK OFF LIST	23
SECTION 5. PERSONNEL FILES	23
SECTION 6. INDEMNIFICATION	23
SECTION 7. RULES OF CONDUCT.....	23
SECTION 8. INCLEMENT WEATHER.....	24
ARTICLE VI - DISCIPLINARY ACTION	24
SECTION 1.....	24
SECTION 2. ORAL OR WRITTEN REPRIMAND	24
SECTION 3. INVESTIGATIVE MEETINGS	24

SECTION 4. REVIEW.....	24
SECTION 5 HEALTH DEPARTMENT WORK RULES AND PROCEDURAL MANUAL	25
ARTICLE VII - BULLETIN BOARD.....	25
SECTION 1.....	25
SECTION 2.....	25
ARTICLE VIII - LEAVES OF ABSENCE.....	26
SECTION 1. JURY SERVICE.....	26
SECTION 2. SICK LEAVE.....	26
SECTION 3. BEREAVEMENT PAY.....	28
SECTION 4. UNION BUSINESS.....	29
SECTION 5. MILITARY SERVICE.....	29
SECTION 6. EMERGENCY LEAVE.....	30
SECTION 7. PERSONAL TIME.....	30
SECTION 8. FAMILY AND MEDICAL LEAVE.....	30
SECTION 9. LEAVE WITHOUT PAY.....	30
ARTICLE IX - UNION REPRESENTATION.....	30
SECTION 1.....	30
SECTION 2.....	31
SECTION 3. STEWARDS.....	31
SECTION 4. UNION CENTRAL COMMITTEE.....	32
SECTION 5. JOINT MEETINGS.....	32
SECTION 6.....	33
SECTION 7.....	33
ARTICLE X - GRIEVANCE PROCEDURE.....	33
SECTION 1.....	33
<i>PROCEDURE</i>	33
SECTION 2.....	34
<i>STEP 1</i>	34
<i>STEP 2</i>	34
<i>STEP 3. ARBITRATION</i>	35
SECTION 3.....	36
SECTION 4.....	36
ARTICLE XI - HOURS OF WORK.....	36
SECTION 1.....	36
SECTION 2.....	37
SECTION 3.....	37
SECTION 4. REST PERIODS.....	38
SECTION 5. MEAL PERIODS.....	38
SECTION 6. OVERTIME.....	38
SECTION 7. HOLIDAYS.....	38
SECTION 8. TRAVEL REIMBURSEMENT.....	39
ARTICLE XII - VACATION.....	40
ARTICLE XIII - STRIKES AND LOCKOUTS.....	42
SECTION 1. LOCKOUTS.....	42
SECTION 2. STRIKES.....	42
ARTICLE XIV - INSURANCE.....	42
SECTION 1. HEALTH INSURANCE.....	42

ARTICLE XV – EDUCATIONAL REIMBURSEMENT 43

ARTICLE XVI - WAIVER..... 43

ARTICLE XVII - EFFECT OF AGREEMENT..... 44

ARTICLE XVIII - AMENDMENT AND MODIFICATION 44

SECTION 1 44

SECTION 2..... 44

ARTICLE XIX - TERMINATION 45

APPENDIX – CLASSIFICATIONS/STARTING RATES..... 46

SECTION 1. CLASSIFICATION/STARTING RATES 46

SECTION 3..... 46

SECTION 4..... 46

SECTION 5 – DESIGNATED INTERPRETERS 47

SECTION 6 – DEPUTY REGISTRARS 47

SECTION 7 – THIRTEENTH YEAR 47

SECTION 8 – EDUCATIONAL REIMBURSEMENT POLICY 47

SECTION 9 – SENORITY LIST/MEMORANDUM(S) OF UNDERSTANDING 49

INDEX

AGREEMENT.....	7
AMENDMENT AND MODIFICATION.....	44
ARBITRATION	35
BEREAVEMENT PAY.....	28
BULLETIN BOARD.....	25
CHECK OFF LIST	23
CLASSIFICATIONS.....	10
CLASSIFICATIONS/STARTING RATES	46
CONTRACTING OUT WORK	21
DEFINITIONS.....	14
DEPUTY REGISTRARS	47
DESIGNATED INTERPRETERS	47
DEVIATIONS FROM SENIORITY	16
DISCIPLINARY ACTION.....	24
DUES CHECK-OFF.....	10
EDUCATIONAL REIMBURSEMENT.....	43
EDUCATIONAL REIMBURSEMENT POLICY	47
EFFECT OF AGREEMENT	44
ELIGIBILITY FOR BENEFITS.....	9
EMERGENCY LEAVE.....	30
FAIR SHARE	13
FAMILY AND MEDICAL LEAVE	30
GENERAL PROVISIONS	22
GRIEVANCE PROCEDURE.....	33
HEALTH DEPARTMENT WORK RULES AND PROCEDURAL MANUAL.....	25
HEALTH INSURANCE.....	42
HOLIDAYS	38
HOURS OF WORK.....	36
INCLEMENT WEATHER.....	24
INDEMNIFICATION.....	23
INSURANCE.....	42
INVESTIGATIVE MEETINGS.....	24
JOB POSTING.....	18
JOINT MEETINGS	32
JURY SERVICE.....	26
LEAVE WITHOUT PAY.....	30
LEAVES OF ABSENCE.....	26
LOCKOUTS	42
MEAL PERIODS.....	38
MEMORANDUM(S) OF UNDERSTANDING	49
MILITARY SERVICE	29
NON-DISCRIMINATION	21
ORAL OR WRITTEN REPRIMAND.....	24
OUTSIDE EMPLOYMENT.....	23
OVERTIME.....	38
PAYROLL DEDUCTION.....	10

PEOPLE CHECK OFF	12
PERSONAL TIME	30
PERSONNEL FILES	23
PROBATIONARY PERIOD.....	15
PURPOSE AND SCOPE.....	14
RECOGNITION	7
REDUCTION IN WORK FORCE	20
REST PERIODS	38
REVIEW	24
RULES OF CONDUCT	23
SENIORITY	14
SENIORITY LIST	49
SICK LEAVE	26
STEWARDS	31
STRIKES	42
STRIKES AND LOCKOUTS	42
TERMINATION.....	45
THIRTEENTH YEAR.....	47
TRANSFER FROM SENIORITY UNIT	17
TRAVEL REIMBURSEMENT.....	39
UNION BUSINESS.....	29
UNION CENTRAL COMMITTEE	32
UNION REPRESENTATION.....	30
VACATION.....	40
WAIVER.....	43

AGREEMENT

- A. This Agreement, made and entered into by and between the County of Rock Island Department of Public Health, acting by and through the County Board of Rock Island County and the Rock Island County Board of Health, hereinafter collectively referred to as the Employer, and the American Federation of State, County and Municipal Employees, AFL-CIO, Council 31, and its affiliated Local Union 2025B, hereinafter called the Union, on behalf of employees of the Health Department, recognized and referred to in Article I, Recognition of this Agreement

- B. Whenever in this Agreement he or related pronouns may appear, they have been used for literary purposes and are meant to include all humankind, specifically both female and male sexes.

ARTICLE I - RECOGNITION

SECTION 1.

The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters concerning wages, hours, and other conditions of employment for all employees in the classifications of Program Assistant, Program Specialist, Case Manager, Nutritionist, Family Practitioner, Transporter, Health Educator, Sanitarian, Vision and Hearing Technician, Bookkeeper, Maintenance Assistant, Certified Medical Assistant, Nutrition Site Supervisor, Healthworks Supervisor, Licensed Practical Nurse, Registered Nurse, and Nurse Practitioner, but excluding all other employees of the Employers, including Administrators, Directors, Associate Directors, Healthy Moms/Healthy Kids Supervisor, Director of School Health, Associate Director of Women's Health Services, Maintenance Supervisor, Vision and Hearing Supervisor, WIC Supervisor and Office Manager, supervisors, managerial and confidential employees as defined by the Act and all other persons excluded from coverage under the Act.

SECTION 2.

Except as expressly modified by a specific provision of this Agreement, the Employer reserves and retains solely and exclusively, all of its inherent rights to manage the business as such rights existed prior to the execution of any agreement with the Union.

The Union agrees and acknowledges that the Employer has exclusive right, using its sole discretion, to manage its operations, direct the work of its employees, determine the means and places of the Employer's operations or services to be performed by employees, the direction and control of all operations or services performed at any site, program or facility, scheduling of work hours, the decision of what work or service shall be performed at the various sites, programs and facilities of the Employer, the right to create, expand or combine job classifications and to modify or discontinue existing job classifications, the right to determine and change the size and makeup of the work force, to determine and establish job duties, standards and requirements and to make changes in such standards and requirements, the right to discontinue, transfer or subcontract all or part of its operations or services, the right to hire, promote, and transfer, to suspend, discipline, discharge for just cause and to relieve employees because of lack of work or for other legitimate reasons, the right to control, change and regulate or discontinue programs, equipment or facilities and the right to make and enforce reasonable rules and regulations.

SECTION 3.

The listing of specific management rights in this Article is not intended to be or shall it be considered restriction of or a waiver of any of the rights of the Health Department not listed and not specifically surrendered by a specific provision of this Agreement whether or not such rights have been exercised in the past. Nothing in this section shall be a restriction or waiver on the Union's right over wages, hours or conditions.

SECTION 4.

It is agreed that the Employer, if required by a grant, law or administrative regulations, has the right to establish and maintain a drug and alcohol testing program for employees upon such terms and conditions as established in negotiations by the Employer and the Union in accordance with the State Labor Relations Act.

SECTION 5.

Due to the programs and grants administered by the Health Department, temporary employees, students/interns and volunteers may perform work that is also performed by employees covered by this agreement. Temporary employees may be used up to six (6) months to cover for leaves of absence. The Employer may also contract with outside agencies to perform work similar to the work performed by employees covered by this Agreement. The rights granted to the Employer under this section shall not result in the displacement of bargaining unit employees or positions. Subcontracting of bargaining unit work shall be governed by Article III, Section 13.

SECTION 6. ELIGIBILITY FOR BENEFITS

Full-time employees are defined as employees who are regularly scheduled to work forty (40) hours per week and are entitled to all benefits as described in this agreement.

Part-time employees are defined as employees who work less than forty (40) hours per week and are entitled to prorated benefits as described in this agreement. Prorated vacation benefits for part time employees are determined by adding all of the paid hours during an employee's anniversary year and then dividing that number by 2080 hours and then multiplying that number by the amount of vacation that a full time employee would be entitled to under the agreement. For purposes of holidays, sick pay and bereavement, the prorated benefit for part time employees, for days that they would have otherwise worked, will be based on the number of

hours for which the employee was paid during the last two pay periods immediately prior to the use of the benefit divided by 20 days to determine the number of hours of pay per day.

Employees are eligible to participate in the Rock Island County group hospitalization insurance program after ninety (90) days of employment if they are regularly scheduled to work thirty (30) or more hours per week.

SECTION 7. CLASSIFICATIONS

In the event that the Employer establishes a new classification or changes, expands or combines job classifications, the parties will negotiate as to the proper rate of pay for the new or changed classification, in light of the job content and responsibilities of the new or changed classification. If the parties cannot reach an agreement on the pay rate for the classification within thirty (30) days after commencing discussions of the matter, the Union may appeal the pay rate proposed by the Employer to the arbitration step of the grievance procedure. If the Arbitrator determines that the appropriate pay rate is different from the rate assigned by the Employer, such pay rate will become effective the first full pay period the employee began working in the position, provided the employee is employed as of the date of the Arbitrator's decision. In cases where there is a substantial change in the classification, then the Union may submit to arbitration not only the issue of the rate of pay but also what duties and functions should be included in the proposed revised classification. Employees shall be given a copy of their job description.

ARTICLE II - PAYROLL DEDUCTION

SECTION 1.- DUES CHECK-OFF

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

from compensation earned by executing the following "Authorization for Check-Off Dues" form:

AUTHORIZATION FOR CHECK-OFF OF DUES

TO: County of Rock Island, Illinois

BY: _____
(Please Print) LAST NAME FIRST NAME MIDDLE NAME

TO: _____
(Name of Employer)

Effective (date)____, I hereby request and authorize you to deduct from my earnings each (pay period) an amount sufficient to provide for the regular payment of the current rate of monthly union dues established by AFSCME Local Union No. _____, Council No. ____, and any change in such amount shall be certified. The amount deducted shall be paid to Council 31, AFSCME.

Employee's Name Street City State

SECTION 2.

Deductions shall be made only in accordance with the provisions of the Authorization for check-off Dues form, together with the provisions of this Article.

SECTION 3.

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

SECTION 4.

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

SECTION 5.

The amount to be deducted shall be certified to the Employer by the Union, and aggregate deductions of all employees shall be remitted together with an itemized statement to the American Federation of State, County and Municipal Employees Council 31, by the fifteenth of the succeeding month, after such deductions are made.

SECTION 6.

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

SECTION 7.

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

SECTION 8. PEOPLE CHECK OFF

- A. During the life of this Agreement any employee who is a member of the Union may authorize the County or its designated representative to deduct political contributions from compensation earned by submitting and signing an "Authorization for Voluntary Payroll Deduction National People Committee" card. The Union will furnish to the County for each employee for whom a deduction is to be made, an authorization card signed by the employee. The County will make such authorized deductions from checks on the same basis as Union Dues deductions and will forward the deductions to the International Union with the Dues deductions.
- B. Employees who wish to cancel their authorization for payroll deductions will sign a card supplied by the Union for that purpose.

- C. The Union will indemnify and hold harmless the County from any and all liability or claims arising from administrative error resulting from the deductions provided for in this Agreement.

SECTION 9. FAIR SHARE

- A. Employees covered by this Agreement who are not members of the Union or do not make application for membership within thirty days after completion of the probation period, shall be required to pay, in lieu of dues, their proportionate fair share of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment. Should any employee be unable to pay their contributions to the Union based upon bona fide religious tenants or teachings of a church or religious body of which such employee is a member, such amount equal to their fair share shall be paid to a non religious charitable organization mutually agreed upon by the employee affected and the Union. If the Union and the employee are unable to agree on the matter, such payment shall be made to a charitable organization from an approved Labor Board list of charitable organizations to which such payment is to be made or the employee may elect to pay cash, as long as such payment is paid, by furnishing a written receipt to the Union on a monthly basis that such payment has been made to the designated charitable organization.
- B. The proportionate fair share payment, as certified annually by the Union, to be current (not to exceed the amount of Union dues) pursuant to the Illinois Public Relations Act, shall be deducted by the Employer on the same basis as Union dues are deducted and will forward the deductions to the International Union with dues deductions.
- C. 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.

ARTICLE III - SENIORITY

SECTION 1. PURPOSE AND SCOPE

- A. The purpose of this Article is to provide maximum employment security to employees included in the Certified Bargaining Unit consistent with the efficient performance of required work assignment.
- B. The seniority standing of any employee shall apply only in layoffs due to lack of work and recalls after such layoffs, except as otherwise specifically provided in this Agreement.
- C. The Employer and the Union recognize that the best interest of the employees and the Employer are assured and that continuity of employment shall be governed by seniority, skill, ability and experience.

SECTION 2. DEFINITIONS

- A. The term "seniority" wherever used in this Agreement, except as otherwise indicated, shall mean the relative ranking of employees in the Bargaining Unit in terms of the employee's continuous employment in their classification. For purposes of job vacancy, layoffs or recall from layoffs, part-time employees will be credited with years or fractions of years of seniority based on a 2080 hour work year, for all hours worked since their last date of hire. Attached as Appendix I is a seniority list of all full-time and part-time employees to be used for purposes of job vacancies, layoffs and recalls.
- B. The terms "qualifications" and "qualified" wherever used in this Article as descriptive of an employee who has the skills, ability and experience, with normal supervision, to satisfactorily perform the required work or the work assignment for which the employee is being considered including meeting the certification and educational requirements of

the position.

- C. In the event an employee is transferred from one classification to another, he enters the new classification as the employee with the least classification seniority, however, the transferred employee does not lose his Health Department or County seniority.
- D. County seniority shall, for the purposes stated in this agreement, be defined as the length of service of an employee with Rock Island County. County seniority will be used in determining eligibility for benefits based on years of service such as vacation, sick days, etc. Classification seniority shall, for the purposes stated in this agreement, be defined as the length of service of an employee within a classification.

SECTION 3. PROBATIONARY PERIOD

The first six (6) months of active employment during the employee's last period of employment, is a new hire probationary period during which period there shall be no responsibility on the part of the Employer for the continued employment of above referred to new employee, and the termination of such probationary employee shall not be subject to challenge or shall not be proper subject matter of a grievance. Probationary employees shall be able to use accrued sick leave and shall receive holiday pay.

When the probationary period is satisfactorily completed, seniority will back date to original hired date. After a new employee has acquired seniority, the name of the employee and their seniority date shall be placed on the classification seniority list at the time of completion of the probationary period.

Following transfer or promotions, employees are required to serve a new three (3) month probationary period. The Employer may disqualify the employee during this probationary period if the employee is unable to perform the duties of the position. Upon disqualification the employee shall be returned to his previous classification. No limitations are placed on employee

benefits during this time. An employee who is disqualified may challenge his disqualification by filing a grievance. If the grievance is submitted to arbitration, the standard of review will be whether or not the Employer acted arbitrarily and unreasonably in demoting the employee.

SECTION 4. DEVIATIONS FROM SENIORITY

- A. At each layoff or recall following layoff, the Employer or its designated representative may designate certain individual employees whose services are required under special circumstances as exempt from the provisions of this Article. Such employees may be retained, or recalled regardless of their established seniority. The fact that an employee has been so designated shall not affect their regular seniority standing and they shall resume the same as soon as the recognized special exemption ceases to exist.
- B. The provisions of this Article shall not apply:
 - 1. To layoffs of ten (10) working days or less.
 - 2. To recalls following layoffs for a period of five (5) working days.

SECTION 5.

In the event of reduction in the work force, except as deviations may occur as provided in Section 4, employees shall be laid off in the following order:

- A. Temporary employees in affected classifications shall be removed from active employment and their services terminated.
- B. Probationary employees in the affected classification shall be removed from active employment and their services terminated.
- C. If further reduction is required, employees with seniority shall be laid off from the affected classification in the reverse order of their seniority, provided that in all cases the employees remaining in the classification are qualified to perform the work required.

The employee(s) whose program is reduced thereby requiring a layoff shall displace the

least senior person in their classification except as follows. The least senior employee who is displaced from the following classifications may displace the least senior employee in the following lower classifications: Program Specialist - displace Program Assistant; Nutrition Site Supervisor - displace Nutritionist; Health Works Supervisor - displace Case Manager.

SECTION 6.

Employees shall be recalled to their respective classifications except when deviations may occur as provided in Section 4, on the basis of their classification seniority in the reverse order of their layoff, provided in all cases employees entitled to be recalled are qualified to perform the work required. No new employees shall be hired in a classification as long as there are qualified employees eligible for recall in the classification.

SECTION 7.

A list showing names of employees who have been laid off or who have been recalled will be sent to the Union. If any deviations have been made from seniority, an explanation will be made upon request. It is understood there shall be no redress to the Grievance Procedure by an employee in connection with layoff or recall unless a formal grievance is presented within five (5) working days from the date of layoff or recall.

SECTION 8. TRANSFER FROM SENIORITY UNIT

Any employee who has heretofore been, or at any time in the future may be, promoted or transferred to any position not included in the current bargaining unit, and who later returns to the bargaining unit covered by this Agreement, shall have his classification seniority accumulated and reestablished.

SECTION 9.

Prior to any substantial permanent change in an employee's job duties the Health

Department shall meet with the employee within 72 hours of the effective date of the job change. The Health Department, upon request, shall provide the Union with a written description of the job duty changes within a reasonable amount of time.

SECTION 10.

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

- A. If he (1) quits or (2) remains away from work three (3) consecutive working days or more without a reason satisfactory to the Health Department.
- B. If he is discharged for just cause.
- C. If, after layoff or authorized leave of absence, he fails to report to work within five (5) working days after being notified in writing to his last known address to do so, unless prevented by a reason satisfactory to the Health Department. Employees laid off or on an authorized leave of absence and desiring to retain their seniority rights must keep their address known to the Health Department.
- D. If he is laid off for a period of time equal to his length of service prior to layoff or a period of eighteen (18) months, whichever is the lesser.

SECTION 11. JOB POSTING

When the Employer knows that a vacancy will occur in a job classification in the near future, the Employer may post the vacancy as soon as possible before the vacancy occurs. When it becomes necessary to fill a vacancy in a job classification, such vacancies will be subject to job bidding for any employee in a lower classification after the recall or restoration of all employees with recall or restoration rights to the classification in which the vacancy occurs. Employees in lower classifications will be given consideration to fill vacancies based on seniority and qualifications. If no qualified employee bids on a position, then the Employer may fill the

position by transfer or hire. Job postings will be placed on all bulletin boards.

The following procedure will apply to vacancies in a job classification.

- A. Any vacancy, which in the best judgment of the Employer is of a temporary nature, shall not be listed as a vacancy and shall not be posted.
- B. The posting shall specify the job classification and program in which the vacancy exists and the qualifications necessary for an employee to be eligible to make application for such vacancy.
- C. Any employee, with seniority, who can qualify or believes himself to be qualified, may apply for the posted vacancy by submitting a completed "Application for Vacancy" to the designated representative.
- D. When the vacancy has been posted for seven (7) working days, no more applications for the vacancy shall be accepted. From the application, the Health Department shall determine those who are qualified, and from this group, if there is more than one (1), shall fill the vacancy based on Health Department seniority, skill, ability and experience. The position will be awarded within ten (10) working days following the last day of posting. If there are no qualified bidders, consideration shall be given to other employees who apply.
- E. No employee may apply for a transfer under the provisions of this Section who has been granted a change during the preceding six (6) months by this procedure.
- F. If the Employer decides to fill a vacancy created by a job bid, it shall post the vacancy for three (3) working days and award the job in seven (7) working days.
- G. The term vacancy, when used in this Article, shall include any new classifications created within the bargaining unit.
- H. The Employer shall provide on the job instruction, if needed, to an employee who bids

and is awarded a position.

- I. The Employer will have the right to temporarily transfer employees from one classification to another to fill vacancies of a temporary nature as that term is defined in this section or to meet public health emergencies. Employees temporarily assigned to a higher classification for more than one hundred twenty (120) hours shall be paid in the same manner as if they had been promoted to that classification. No employee shall suffer a reduction in his rate of pay due to a temporary transfer. A temporary transfer shall not be longer than sixty (60) days or the remainder of the program contract year to which the employee is being transferred, whichever is longer; provided that the employee's original position shall not be filled during this temporary transfer.

SECTION 12. REDUCTION IN WORK FORCE.

- A. No supervisory personnel shall permanently replace the work of an employee covered under this agreement who is laid off as a result of a reduction in the number of employees in any classification.
- B. It is further agreed and understood supervisory personnel may perform work normally performed by bargaining unit employees in the following temporary situations:
 1. When necessary to replace an employee during designated relief breaks.
 2. When necessary to replace an absent employee.
 3. When necessary to replace an employee on vacation.
 4. When necessary to replace an employee absent due to injury, bona fide illness, or some other specific reason permitted under this Agreement.
 5. In emergencies such as an unforeseen situation or circumstance or combination of unforeseen situations or circumstances that calls for or requires immediate job performance.

6. When necessary in the instructing or training of employees.
 7. When necessary to temporarily fill a vacant position provided that the Employer is making a reasonable effort to fill the position.
- C. The Rock Island County Health Board and the Rock Island County board agree not to lay off any bargaining unit employees during the first two years of this agreement unless the employer, through no fault of their own, should lose funding in any of the following areas:
1. Grant Revenues
 2. Client and/or service fees
 3. Property taxes
 4. Medicaid and/or Medicare reimbursements.

The Union further agrees to withdraw the currently pending Unlawful Labor Practice upon signing of the contract by the Rock Island County Health Board and the Rock Island County Board.

SECTION 13. CONTRACTING OUT WORK

The Employer agrees that if it decides to contract out any or all work now being performed by bargaining unit employees, which would cause a reduction of employees within a classification, it shall so notify the Union and shall bargain over its decision before it contracts out such work.

ARTICLE IV - NON-DISCRIMINATION

The Employer and the Union shall not discriminate against any person directly or indirectly because of race, sex, color, creed, age, national origin, religion, ancestry, disability or handicap or because of membership or non-membership or activities in the Union. In addition, there will be no discrimination on the basis of age, as provided in the Age Discrimination In

Employment Act of 1967, as amended, handicap or Vietnam Era Veterans status.

In the event that an employee requests a reasonable accommodation under The Americans With Disabilities Act, which request is or may be in conflict with the terms of this Agreement, it is agreed that:

- (a) The Employer and the Union will meet immediately to resolve the issue of accommodation.
- (b) If resolution is not reached within thirty (30) days, the matter shall be submitted to an expedited arbitration process.
- (c) After resolution by either (a) or (b) above, neither party shall initiate a legal proceeding regarding the legality of the resolution.

In order to expedite the arbitration process, the parties agree to waive the filing of written briefs and require the arbitrator to render his decision and award within seven (7) days after the date of the arbitration.

ARTICLE V - GENERAL PROVISIONS

SECTION 1.

It is understood and agreed that employees covered by this Agreement have the right to join and/or assist the Union or engage in concerted activities insofar as any such activity is not prohibited by any law of the State or by the terms of this Agreement. Conversely, it is understood and agreed that any employees covered by this Agreement may refuse to join and/or participate in the activities of the Union, including the payment of any dues, fees or assessments or service fees of any type, except as provided for in Section 9, Article II. The Union agrees further that it will not solicit Union membership or carry on other Union activities on Health Department time, or carry on any such activities in such a manner as to interfere with the operation of the Health Department.

SECTION 2.

The Union's certified Staff Representative(s) shall have access at reasonable times to work areas of those employees as described in Article I Recognition, regarding matters relative to the administration of this Agreement provided that: Notification of desired visits shall be submitted to the Public Health Administrator or his designated representative, indicating the reason for the visit.

SECTION 3. OUTSIDE EMPLOYMENT

Outside employment is generally incompatible to full-time service. It is agreed and understood no employee shall engage in any outside employment that will impair the performance of their duties or be detrimental to the Employer.

SECTION 4. CHECK OFF LIST

The Employer agrees to furnish the designated Union representative a monthly check-off list for all employees covered under this Bargaining Agreement, stating the following information:

1. Name of employee, date hired, salary and classification.
2. Name of employee, date terminated.
3. Name of employee, change of salary.

SECTION 5. PERSONNEL FILES

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

SECTION 6. INDEMNIFICATION

Employees' immunity shall be provided pursuant to the Local Governmental and Governmental Employees Tort Immunity Act. (745 ILCS 10/1-101 et al)

SECTION 7. RULES OF CONDUCT

Any changes in the rules of conduct or regulations shall be posted 72 hours before they become effective, within the workweek, Monday through Friday, 8:00 a.m. – 4:30 pm, and the Union shall be furnished with a copy. The 72 hour notice may be waived in the event of conditions beyond the control of the Health Department.

SECTION 8. INCLEMENT WEATHER

The Health Department shall have the same inclement weather policy established by Rock Island County for employees employed within AFSCME Local 2025A.

ARTICLE VI - DISCIPLINARY ACTION

SECTION 1.

The Employer shall not exercise its right to reprimand, suspend, discharge, or otherwise discipline any employee with seniority except for just cause. Discipline imposed shall be commensurate with the offense.

SECTION 2. ORAL OR WRITTEN REPRIMAND

After an oral or written reprimand has been on file for one (1) year without any intervening disciplinary action, it will be removed from the employee's employment record. If an employer has reason to reprimand an employee, it shall be done in private, if possible.

SECTION 3. INVESTIGATIVE MEETINGS

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

SECTION 4. REVIEW

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

The Union shall have the right to take up any suspension or discharge as a grievance,

provided the grievance is signed by the aggrieved employee and is filed within five (5) working days from the effective date of the disciplinary action. It is also agreed and understood that disciplinary action procedures shall be filed initially in Step 2 of the Grievance Procedure.

SECTION 5 HEALTH DEPARTMENT WORK RULES AND PROCEDURAL MANUAL

Nothing in the Health Department Work Rules and Procedural Manual changes the terms of the collective bargaining agreement with AFSCME Council 31, AFL-CIO and its affiliated Local Union 2025B, nor shall any wage, hours of work or condition of employment apply to any bargaining unit employee unless it was negotiated with AFSCME Council 31 on behalf of its affiliated Local 2025B. This disclaimer is not intended, however, to abrogate any management right to make and enforce reasonable rules and regulations pursuant to Article 1, Section 2 of the Collective Bargaining Agreement. Nor does this disclaimer waive any other rights of management.

ARTICLE VII - BULLETIN BOARD

SECTION 1.

The Health Department will assign bulletin board space for the exclusive use of the Union at a designated location within the Health Department's main facility and satellites provided it is allowed by the building owner.

SECTION 2.

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

- A. Recreation and social affairs of the Union.
- B. Union regular or special meetings.
- C. Union appointments.
- D. Scheduled Union elections and results of such election. No provisions of this Article

shall be construed to permit the posting of any political or advertising matter on the

assigned bulletin board.

E. Contract Information.

ARTICLE VIII - LEAVES OF ABSENCE

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

SECTION 1. JURY SERVICE

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

If required to serve jury duty during pre approved vacation leave, the vacation days used during jury duty will be restored to the employee's record.

SECTION 2. SICK LEAVE

A. Any employee contracting or incurring any non-service connected sickness or disability, which renders such employee unable to perform the duties of his employment, shall receive sick leave with pay. An employee with accrued sick leave may use sick leave to care for the employee's immediate family. Pregnancy shall be treated as any other illness or non-occupational disability when it renders an employee unable to perform her

assigned duties. Employees shall be granted a leave of absence upon request for a period not to exceed six (6) months for the care of a newborn child.

Sick leave may also be used for appointments with a doctor, dentist, or other professional medical practitioner. Sick leave may not be taken in less than ¼ hour increments.

Such leave, except as set out above, must be used for personal illness only. Employees shall notify their supervisor at the beginning of the shift on the first day of illness and each day of absence thereafter at the beginning of the shift unless the illness or injury is for a specified period of time, which upon request of the Director of Human Resources is substantiated by a doctor's affidavit. The Health Department may request a medical doctor's affidavit confirming the absence from work due to illness if there is a suspicion of abuse. The Health Department may require an employee to be examined by a doctor selected by the Health Department, at its cost, to substantiate the need for the employee to remain on sick leave.

B. Sick leave covered by Worker's Compensation Act will not be counted against sick leave. Sick leave will not be paid for such a period. On a work related injury that necessitates an absence from work, the Health Department will pay for the first three days of absence from the employee's sick leave plan providing:

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

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

- C. Sick leave for non-service connected and service connected sickness or disability shall be granted for a period not to exceed six (6) months, which period may be extended at the discretion of the Health Department for an additional six (6) months leave of absence.
- D. Employees shall earn one (1) day of sick leave per month on the same day of each month which corresponds to the date of the month in which they were hired. Sick leave may be accumulated. Sick leave may not be added to vacation time, nor will cash or bonus time off be given in lieu of sick time. The employee may go on Illinois Municipal Retirement Fund after thirty (30) days after any one (1) illness.
- E. Employees may return to light duty if approved by the employees' doctor and the Director of Human Resources. The Health Department shall have the right to determine the type of light duty that employees are assigned to perform. Light duty assignments shall be of a temporary nature as defined in Article III Seniority, Section 11(I) of this Agreement.
- F. Any employee abusing the sick leave privilege will be required to provide a doctor's excuse for each absence. An employee who is required to be on proof status, and provide a doctor's excuse, shall be reviewed by the Health Department Administrator or his designee every sixty (60) days to determine if such requirement is still needed.
- G. Part-time employees will not be entitled to sick pay if they would not have otherwise been scheduled to work on the day that they were absent due to sickness.

SECTION 3. BEREAVEMENT PAY

When death occurs in the immediate family of an employee, with seniority, such an employee, upon request, will be excused for any three (3) normal scheduled days of work immediately following the date of death provided employee attends the funeral. An employee's immediate family shall include only the following: spouse, children, parents, brother, sister,

grandparents, grandchildren, immediate in-laws, stepparents, stepchildren, step-grandparents, stepbrothers, stepsisters, and legal guardian. After making written application thereof, which will show date of death, relationship to deceased and the fact employee attended funeral, the employee shall receive pay on basis of straight time established rate for any scheduled days of work for which employee is excused. Employee shall be entitled to an additional day of funeral leave if the funeral is more than 500 miles from the Health Department. In the event of death of someone other than an immediate family member, the Employer may grant an employee up to three (3) days of sick leave. Part-time employees will not be entitled to bereavement leave pay if they would not have otherwise been scheduled to work on the day that they were absent due to bereavement leave.

SECTION 4. UNION BUSINESS

The Employer shall grant an unpaid leave of absence to any employee elected to any union office requiring such a leave of absence, but such leave shall not be for more than a total of ninety (90) days each contract year. No more than two employees will be granted a leave in a contract year and no more than one shall be absent on such leave at one time.

SECTION 5. MILITARY SERVICE

Any employee who is a member of a reserve force of the United States or of this State and who is ordered by the appropriate authorities to attend a training period or perform other duties under the supervision of the United States or this State shall be granted a leave of absence during the period of such activity. Written notification from the employee's unit will be required. Any employee who enters into active service in the armed forces of the United States while in the service of the employer shall be granted a leave of absence for the period of military service. An employee's seniority shall continue to accumulate during said leave and all privileges provided by law shall be afforded (5 ILCS 330, *et seq.*).

SECTION 6. EMERGENCY LEAVE

A leave of absence may be granted an employee, with seniority, when an unforeseen situation occurs and the Health Department Administrator or his designee approves such leave.

SECTION 7. PERSONAL TIME

Employees will be permitted time off without loss of pay at the rate of sixteen (16) hours per year for compelling and necessary personal reasons for cases in which permission to be absent without loss of pay has been granted by the department head prior to such absence. Personal leave is not granted during the probationary period, however sixteen (16) hours of personal time will be given at the end of the probationary period. In the case of extreme emergency where prior notification is impossible, consideration will be given to each individual case. Personal leave shall not accumulate. Employees must take the personal time off as of December 1 of each year or it will convert to vacation and must be used before his anniversary date. Personal time may not be taken in less than one-quarter (1/4) hour increments.

SECTION 8. FAMILY AND MEDICAL LEAVE

Employees will be eligible for leaves under the Health Department's Family and Medical Leave Policy. Employees may use, but shall not be required, to use accrued leave time concurrent with Family Medical Leave.

SECTION 9. LEAVE WITHOUT PAY

Leave without pay may be granted for urgent personal reasons only after the employee has expended all accrued annual leave. This type of leave will not exceed twenty (20) working days.

ARTICLE IX - UNION REPRESENTATION

SECTION 1.

In the administration of this Agreement, the Union shall be represented as provided

below, it being understood that all certified Union representatives shall have successfully completed the required probationary period.

SECTION 2.

The Union shall, within ten (10) days from the signing of this Agreement, provide the Public Health Administrator a list of its representatives by name and the jurisdictional area they serve, and also the names of members of the Union Central Committee. Changes in this list shall be furnished to the Public Health Administrator or his designee, promptly in writing, as they occur. The Employer shall not be obligated to recognize any Union representative of whom they have not been so informed.

SECTION 3. STEWARDS

- A. The Union shall be represented in Step 1 of the Grievance Procedure by certified stewards. The Union shall be entitled to stewards in each building, or geographic location not to exceed four (4). The jurisdiction of stewards shall be limited to the processing of grievances in the area in which they serve as stewards.
- B. A steward shall be permitted to be away from his work in order to perform his duties as a Union Representative only in the processing of grievances in accordance with Step 1 of the Grievance Procedure in Article X.
- C. If it is necessary for a steward to enter a program area other than his own for reasons set out in Paragraph B, above, he shall receive from his supervisor written permission to leave his program area and shall report to the supervisor of the program area he enters prior to performing any handling of the grievance involved.
- D. Each certified steward shall be allowed a maximum of three (3) hours per week, chargeable to the Employer beginning with the effective date of this Agreement.

Compensation for such allowed time, if used, shall be on the basis of the employee's

straight-time hourly rate of pay.

SECTION 4. UNION CENTRAL COMMITTEE

The Union Central Committee shall represent the Union in all regular and special meetings with the County Committee, as provided below:

- A. This Central Committee shall be composed of four (4) representatives certified in accordance with Section 2 above, and a majority shall constitute a quorum. Each member of the Union Central Committee shall be entitled to actual time spent in special or regular meetings scheduled during working hours chargeable to the County for which members of this committee shall be limited twelve (12) hours per month. Compensation for such allowed time shall be on the basis of employee's straight time hourly rate.
- B. Members of the Union Central Committee shall report to their department heads at the time of leaving their work assignment and upon their return.
- C. The President and one delegate shall be allowed time off, without pay, to attend the state or international conventions. Not more than two employees at a time shall be allowed to be absent to attend these meetings, nor shall these employees be from the same department. Notice of a request for leave for this purpose should be given thirty (30) days prior to the date of the leave or as soon as possible. Time off for the purpose of attending these meetings, shall not exceed more than five (5) work days per contract year.

SECTION 5. JOINT MEETINGS

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

items may be placed on the agenda by mutual consent prior to or at the scheduled meeting.

SECTION 6.

No provisions of this Agreement shall be construed so as to require payment by the Employer for any time spent by a Union representative(s) in any negotiations for the amendment, extension of, renewal of or additions to an existing collective bargaining agreement, nor for the negotiations for any agreements. Nothing herein shall preclude the parties from agreeing to such payment.

SECTION 7.

The Union will be allowed to meet with new employees for thirty (30) minutes at a mutually agreeable time within thirty (30) days of a new employee's hire date. New employees will be paid for attending the Union orientation.

ARTICLE X - GRIEVANCE PROCEDURE

SECTION 1.

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

PROCEDURE

An attempt shall be made to resolve any grievance in an informal discussion between the grievant and his immediate supervisor or if the grievant does not have an immediate supervisor, then with the Director of the applicable program. If requested by the allegedly aggrieved employee, the appropriate steward may participate in this informal discussion. It is understood that all grievances, other than suspension or discharge cases, must be presented within seven (7) working days of the occurrence of the event giving rise to the grievance. In order for claims for back pay to be retroactive to a date prior to the filing of the grievance, such claims must be filed within seven (7) days of the date that the employee first had sufficient information available to determine a claim existed for back pay.

SECTION 2.

STEP 1.

Between the aggrieved employee with his steward and the Health Department Administrator or his designee.

- A. If the grievance is not resolved informally in accordance with the above procedure, the grievance shall be reduced in writing and signed by the aggrieved employee and the steward and filed with the Health Department Administrator within seven (7) working days after the above informal discussion on the alleged complaint has been concluded. Any grievance reduced to writing shall specify Section(s) and/or Article(s) allegedly violated and shall also state the specific relief sought. The Health Department Administrator shall, within seven (7) working days from the date the written grievance was presented, arrange a meeting at a mutually satisfactory time with the aggrieved employee and his steward. The Health Department Administrator shall formally answer the grievance within seven (7) working days from date of meeting. However, if grievance is not formally answered within specified time limit, the Union shall be privileged to advance grievance to Step 2 without an answer.
- B. Any grievance that is not carried to Step 2 seven (7) working days after the Health Department Administrator's written answer was due in Step 1 shall be deemed settled and shall not be eligible for further processing.

STEP 2.

The Health Department shall be represented in Step 2 by a committee consisting of two representatives of the Health Department's Board of Health and the Chairman of the County's Negotiating Committee. The Union shall be represented by a committee consisting of a Staff Representative and /or his designated representative, local Union President and a steward.

- A. The Health Department Administrator or his designated representative shall arrange a

meeting between the Employer's Committee and the Union's Committee within seven (7) working days from the date of appeal. The Employer's Committee shall formally answer the grievance within seven (7) working days after the meeting at which discussion of the grievance was concluded between the parties. Such written answer shall be presented to the Union's Committee. If grievance is not formally answered within above time limit, the Union shall be privileged to advance grievance to Step 3 without an answer. Before the end of the Step 2 meeting, the Union may add to the written grievance any additional articles or sections they believe have been violated.

- B. Grievances of a general character, disciplinary action grievances, grievances involving matters which are outside the jurisdiction of the program supervisor may enter the grievance procedure at Step 2.
- C. Any grievance which is not carried to Step 3 within fifteen (15) working days from the date of the Employer's written answer was due in Step 2 shall be deemed settled and shall not be eligible for further processing.

STEP 3. ARBITRATION

Grievances involving interpretations and application of the provisions of this Agreement which have been processed through the Grievance Procedure, and only such grievances, may be submitted to arbitration as provided below:

Should the Union desire to submit a grievance to Step 3, it shall give written notice to the Employer within fifteen (15) working days from the date the Employer's answer was due in Step 2.

Within ten (10) working days of a grievance being submitted to arbitration, the parties shall request from the Federal Mediation and Conciliation Service a panel of five (5) arbitrators. Within fourteen (14) working days after both parties have received the panel, the parties shall select an arbitrator. Both the Employer and the Union shall have the right to strike out two (2)

names from the panel. The party requesting arbitration shall strike the first name, the other party shall then strike one name, the process will be repeated and the remaining person shall be the arbitrator, provided, however, either party may reject the first panel in its entirety. The jurisdiction of the arbitrator shall be limited to the interpretation and application of the provisions of these Articles and the obligations of the parties under these Articles. The arbitrator shall have no power or authority to add, ignore, modify or enlarge upon any provision(s) of this Agreement. No decision of the arbitrator shall pertain to matters not at issue in a given case. All decisions of the arbitrator shall be presented in writing and shall be binding upon both parties. Expenses for the arbitrator's services and the expenses, which are common to both parties to the arbitration, shall be borne equally by the Employer and the Union. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.

SECTION 3.

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

SECTION 4

The Health Department Administrator shall appoint a "designee" to act in his absence for purposes of processing grievances. The Health Department Administrator, within ten days from the signing of this Agreement, will provide the Union with the name of his designee and if he changes his designee he shall promptly notify the Union in writing.

ARTICLE XI - HOURS OF WORK

SECTION 1.

The established work week of the Health Department begins at 12:00 a.m. Saturday and extends to 11:59 p.m. on the following Friday.

SECTION 2.

The regular work week shall consist of five (5) prescheduled eight (8) hour days or four (4) prescheduled ten (10) hour days or four (4) nine (9) hour days plus one four (4) hour day for full-time employees. Employees in the Health department shall retain their current hours of work and current work schedule, except as set forth in Section 3 below. By mutual agreement between the employee and Employer a flex schedule may be permitted.

SECTION 3.

Work schedules showing the employee's shift, work days and hours shall be posted at convenient places and times. Permanent changes in work schedules may be made only by mutual agreement of the parties, or by the employer only if it has a demonstrated operational need to do so. The Employer may temporarily change employee work schedules if it has a demonstrated operational need to do so in order to cover vacations or absences or other circumstances of a temporary nature. Employees shall have the right to utilize their classification seniority to retain their current work schedule in the event some but not all employees within a given classification and program have their work schedules changed in any way.

Consistent with the above, if the Employer needs to increase the number of hours an employee within a given classification and program works it shall first offer the increased hours to the most senior part time employee based on their classification seniority and if that employee declines to accept, the hours shall be offered to the employee with the next highest seniority, and this process shall continue until an employee accepts the additional hours. If no employee agrees to accept the additional hours, the least senior employee shall be assigned the additional hours.

If the employer needs to reduce the number of hours employees work, prior to implementing a layoff it shall notify the Union of such need and, upon the Union's request,

bargain with the Union over a method by which hours could be reduced without any layoffs. If no method is agreed upon, the Employer may implement a layoff consistent with this collective bargaining agreement.

SECTION 4. REST PERIODS

All employees will be allowed paid rest periods of 15 minutes during each half of the normal work day. Rest periods will be taken when the work load allows so as not to conflict with Departmental operations and shall not be cumulative or combined with starting or closing hours.

SECTION 5. MEAL PERIODS

All employees who work five (5) or more hours per day shall be granted an unpaid lunch break. The unpaid lunch period shall be either thirty-five (35) minutes or sixty-five (65) minutes, unless otherwise mutually agreed. Whenever possible the lunch period shall be regularly scheduled at the middle of each shift.

SECTION 6. OVERTIME

An employee shall be paid time and one-half for all hours actually worked in excess of forty (40) hours in an established work week. Any time paid for hours that an employee would have normally been scheduled to work but for a holiday or jury duty shall be counted as time worked for the purposes of overtime computation.

SECTION 7. HOLIDAYS

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

- New Years Day
- Martin Luther King's Birthday
- Lincoln's Birthday
- Washington's Birthday
- Good Friday (1/2 day)
- Memorial Day
- Independence Day
- Labor Day

Columbus Day
Veterans Day
Thanksgiving Day
Friday After Thanksgiving
Christmas Eve
Christmas Day
The day on which members of the House of Representatives are elected

- A. If a holiday falls on a Saturday, the preceding Friday will be observed. If a holiday falls on a Sunday, the following Monday will be observed. If one or more holidays falls within a scheduled vacation, the employee shall be allowed additional days off which shall agreed to by the employee and his supervisor.
- B. Employees shall not receive pay for the holidays listed above under the following conditions:
1. If they are unscheduled part-time and/or temporary employees.
 2. Employees laid off for lack of work or suspended or terminated for cause.
 3. Holidays occurring during an employee's leave of absence, except for vacations.
 4. If there is a conflict concerning traditional holidays, the Employer will make the determination as to when the holiday will be observed. Regularly scheduled part-time employees will receive holiday pro-rata pay if they work an average of twenty (20) hours per week for the full two pay periods immediately preceding the holiday, even if they are not scheduled to work on the holiday.
- C. Employees who work on a holiday shall receive two and one-half (2 ½) times their regular rate of pay for all hours worked on the holiday in lieu of holiday time off for the hours worked on the holiday.

SECTION 8. TRAVEL REIMBURSEMENT

Employees, who are required by the Employer to attend seminars, conventions or other

meetings, shall be paid for travel time, and for attending the event, excluding scheduled lunch breaks, employees will be reimbursed for out-of-pocket expenses in accordance with the County's reimbursement procedures.

ARTICLE XII - VACATION

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

- A. Vacation leave shall be earned on an annual basis and in the beginning and ending times shall be determined by each employee's date of employment.
- B. Employees shall be entitled to paid vacation leave as per the schedule listed in paragraph "C" of this section.
- C. Schedule of vacation benefits:
 - Years one through four, 2 weeks
 - Years five through nine, 3 weeks
 - Years ten through nineteen, 4 weeks
 - After 20 years of service, 5 weeks
- D. The vacation request shall be in written form, provided in advance and submitted to the requesting employee's appropriate authority for approval.
- E. Vacation time will be granted and deducted in no less than ¼ hour increments.
- F. Upon an employee's separation from the Health Department, any earned and unused vacation leave balances shall be offered to the employee in the form of monetary compensation.

New employees who complete their probationary period shall be credited, for the purposes of accruing vacation, as if they had worked all holidays which occurred during their probationary period, provided that they have met the eligibility requirements for holiday pay

except for being on probation.

Vacations are not cumulative and shall be forfeited if not used in the year following the year they are earned, except:

1. Employees may carry over one (1) week of vacation.
2. Vacation shall not be forfeited if staff shortages or scheduling conflicts prevent the employee from taking vacation.

Maximum consecutive use of vacation leave shall be one hundred twenty (120) hours. Effective January 1, 2004 and January 1st of each year thereafter, employees shall be given the right to bid for vacations by department (Environmental Health, Women's Care Clinic (Family Planning), Health Promotions (also Vital Records), Family Health (includes WIC, CHC, FCM, HWI), School Health Services (Lead, Links, V & H), Bookkeeper, Healthy Child Care, Ryan White, Infectious Diseases and Maintenance). Vacation bids may include vacation through the end of February of the following calendar year. Vacations shall be granted at the time requested by the eligible employee providing the type of work performed by the employee will permit approving requests. If the nature of the type of work involved makes it necessary to limit the number of employees on vacation at the same time, the employee(s) with the greatest length of employment with the Employer shall be given his choice of vacation in the event of any conflict over vacation periods. After January 31st of each calendar year, vacation shall be granted on a first come first service basis.

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

ARTICLE XIII - STRIKES AND LOCKOUTS

SECTION 1. LOCKOUTS

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

SECTION 2. STRIKES

No strikes of any kind or any interruption of work shall be caused or sanctioned by the Union or any member thereof during the term of this Agreement.

ARTICLE XIV - INSURANCE

SECTION 1. HEALTH INSURANCE.

All eligible employees are encouraged to participate in the Rock Island County group hospitalization insurance program offered at a group rate through the county. Two (2) representatives designated by the Union shall represent the Union on the County's Health Planning Committee. Upon request from the Union, the County agrees to meet and bargain over any changes in benefits or employee contributions which are made during the term of this agreement provided that both parties shall retain their legal rights in the event an impasse occurs concerning a change.

Bargaining unit employees will pay no more than any other County employees for insurance during the term of this agreement.

The Union agrees that the County's "Health Care Planning Committee" will be charged with the administration of the Rock Island County Health Plan and is empowered by all bargaining units and the Rock Island County Board to make collective decisions regarding benefits, coverage levels and premiums.

The health insurance plan will be negotiated with the health insurance committee. If no agreement is reached, all benefits and premiums will remain the same until negotiations have

concluded with each bargaining unit.

ARTICLE XV – EDUCATIONAL REIMBURSEMENT

Employees represented by AFSCME 2025B shall have access to the educational reimbursement policy provided for in the Rock Island County Procedures Manual. The Union and Employer hereby adopt that portion of the manual as part of this collective bargaining agreement. Current training-budget funding, rules and procedures shall control. Further, the Rock Island County Board shall control funding of this program during the period of this collective bargaining agreement. When funding is available, employees who meet all qualifications and conditions required by the Procedures Manual shall have access on a first-come, first-served basis. (Educational Policy shall be included in appendix of collective bargaining agreement.)

ARTICLE XVI - WAIVER

The parties acknowledge that during negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargaining collectively with respect to any subject or matter referred to or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement. The Employer agrees, upon request, to bargain with the Union over any mandatory subject of bargaining which is not specifically reserved to management or covered by this Agreement; provided, that if an impasse

occurs after good faith bargaining, the Employer shall have the right to implement its final offer.

ARTICLE XVII - EFFECT OF AGREEMENT

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

ARTICLE XVIII - AMENDMENT AND MODIFICATION

SECTION 1

It is understood and agreed that this contract shall not be varied or amended by oral agreement or by custom or practice, and may only be amended or modified by written agreement signed by both parties. Language issues may be brought up by either side at labor management meetings, but changes will only be made by mutual agreement. The union's chief negotiator and the employer's chief negotiator must be present for any agreement to be reached on any changes. The failure of any party at any time or from time to time to exercise any right under this agreement or to insist upon strict compliance with its provisions will not effect the right of either party to exercise any right or insist upon strict compliance thereafter.

SECTION 2.

Unless specifically provided for in this agreement, the Health Department has no obligation to continue practices that existed prior to this Agreement. Prior to changing or eliminating a prior practice, the Health Department shall first notify the Union, and if requested, agrees not to implement the change prior to first bargaining with the Union to impasse.

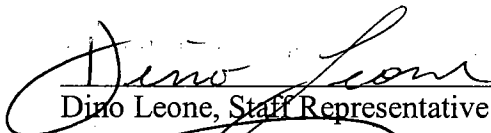
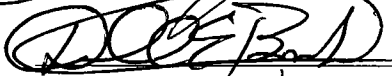
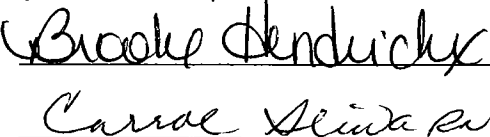
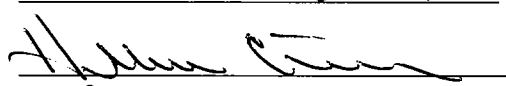
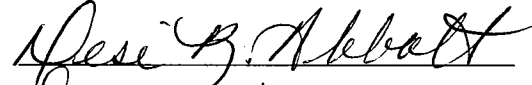
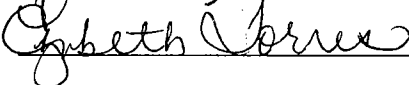
ARTICLE XIX - TERMINATION

This Agreement shall be effective December 1, 2008 through November 30, 2012. There will be a wage re-opener in the third and fourth year of the contract. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in this article.


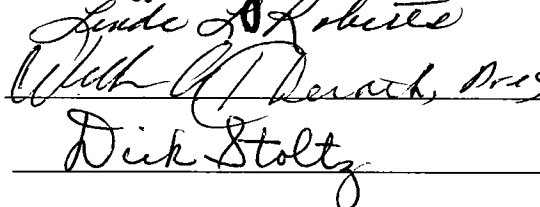
IN WITNESS WHEREOF, the parties have set their hands this _____ day of

_____, 2009.

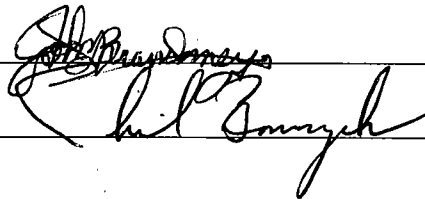
FOR THE UNION:


Dino Leone, Staff Representative

Brooke Hendrickx

Carol Steiner

Helen

Jesse B. Abbott

Cynthia

FOR ROCK ISLAND COUNTY
DEPARTMENT OF PUBLIC HEALTH



Dick Stoltz

FOR ROCK ISLAND COUNTY


Phil

APPENDIX – CLASSIFICATIONS/STARTING RATES

SECTION 1. CLASSIFICATION/STARTING RATES

The following are the starting rates of each classification of employees covered by this Agreement.

Starting Salaries	12/01/08	12/01/09
Bookkeeper	\$10.15	\$10.65
Case Manager	\$14.52	\$15.06
Certified Medical Assistant	\$11.20	\$11.70
Family Health Practitioner	\$33.78	\$35.05
Health Educator	\$14.52	\$15.06
Health Works Supervisor	\$16.21	\$16.82
LPN	\$11.85	\$12.35
Maintenance Assistant	\$9.22	\$9.72
Nurse Practitioner	\$27.66	\$28.70
Nutrition Site Supervisor	\$16.21	\$16.82
Nutritionist	\$14.52	\$15.06
Program Assistant	\$10.15	\$10.65
Program Specialist	\$11.20	\$11.70
RN	\$14.52	\$15.06
Sanitarian	\$14.52	\$15.06
Transporter	\$9.22	\$9.72
Vision & Hearing Technician	\$11.20	\$11.70

SECTION 2.

Effective December 1, 2008, there will be a four percent wage increase or fifty cents per hour on each employee's base, whichever is greater. Effective December 1, 2009, there will be a three point seven five percent wage increase or fifty cents per hour on each employee's base, whichever is greater.

SECTION 3.

Employees shall receive, after the execution date of the Agreement, a 4% step increase at their anniversary date of employment in years 1, 2, 4, 6, 8, 10, 12, 15, and 20.

SECTION 4.

An employee who is promoted to a higher wage classification shall receive the starting rate of

the new classification or \$.50 per hour, whichever is higher, effective on the pay period immediately after the promotion.

SECTION 5 – DESIGNATED INTERPRETERS

Employees who are designated a Spanish or French interpreters shall receive \$.35 per hour differential for all hours worked. A list of employees so designated shall be kept by the Health Department Administrator and shall be presented to any AFSCME 2025B representative upon request. The Administrator shall make all good faith efforts to maintain the number of designated interpreters at not less than twelve (12) employees. All current interpreters shall remain in that function.

SECTION 6 – DEPUTY REGISTRARS

Deputy Registrars shall receive a minimum of one (1) hour pay if called for duty after hours.

SECTION 7 – THIRTEENTH YEAR

Each employee with thirteen (13) years of service shall receive an additional \$1.00 per hour added to their wage.

SECTION 8 – EDUCATIONAL REIMBURSEMENT POLICY

ROCK ISLAND COUNTY TUITION REIMBURSEMENT

Rock Island County wishes to upgrade skills of its non-unit employees. A budget will be prepared and adhered to on a first-come, first-served basis as long as budgeted funds are available, to be decided annually.

Rock Island County will specifically not reimburse employee expenses pertaining to a total Associate, Bachelor, or Masters level degree, but will reimburse for those courses within certain degrees which are related to the employee's position at Rock Island County, along with other criteria for successful completion depending on level of course(s) taken. Additionally, a pre-determined continued employment period will be required, as follows:

1. Course must be (County) job-related.
2. Course must be taken during non-working hours. No "homework" or studying will be done or otherwise allowed during the employee's scheduled working hours.

3. Course will be reimbursed only when employee submits a satisfactory grade to the County, in addition to proof of prior payment by employee to educational institution. However, required Tuition Reimbursement Request Form(s) must be completed and approved prior to start of the course.
4. Employee must receive a "C", "B", or "A"; or PASS (in a Pass/Fail type course).
5. Only tuition which includes mandatory fees will be reimbursed. Employee is responsible for any necessary course books, additional course specific fees, transportation, or any other related expenses.
6. No more than one job-related class per semester will be reimbursed for any one employee (again on a first-come, first-served basis as long as budgeted funds are available. Final decision will rest with the County Board Chair.).
7. "Semester" is defined as follows: July 1 through December 31; January 1 through June 30; except any job-related course started in one "semester" which may overlap into the next "semester" may still be considered for reimbursement for the starting semester (and not counted again as ending, or in, the following semester).
8. Employee will be required and must agree at the time the request is made to remain with the County for a period of one (1) year following completion of the last course(s) taken (Associate Degree); OR for any employee already possessing an Associate Degree, two (2) years following completion of the last course(s) taken (Bachelors or higher Degree).
9. Any employee already possessing a Bachelors, Masters or higher degree may take any job-related course to use as "brush-up" with the same required grade, or equivalent, semester requirement, and for continued two (2) years employment (as required of the Bachelor level).
10. All classes must be requested and approved to be taken by the County for reimbursement prior to the start of the class. All pertinent information must be submitted and approved by the immediate supervisor and the County Board Chair in order that current budget may be properly maintained. Proof of payment for the class by the educational institution will be required prior to reimbursement.
11. No reimbursement will be made by the County which does not meet the above criteria.
12. Any employee voluntarily leaving the County who has agreed to the above conditions prior to completion of the required employment period for the course taken, agrees to repay the County for the last course(s) taken requiring the continued employment period. It must be agreed by the employee that repayment will be made by deduction from the final paycheck of the employee. Provided the final paycheck is not enough for reimbursement to the County, the employee will be billed for the balance.
13. The County may at its discretion require an employee to take a certain job-related course or courses to remain in a current grade level. In that event, approval of the County Board Chair will be required. All other rules will apply.

14. Any employee not leaving employment voluntarily during the required employment period following completion and reimbursement of a course(s) will not be required to repay the County.
15. Form(s) will be provided and located in the County Board Office to apply for each class requested or required.
16. Failure to adhere to the policies as described above may result in the non-reimbursement of previously approved course.

SECTION 9 – SENORITY LIST/MEMORANDUM(S) OF UNDERSTANDING

See attached ten documents



Public Health
Prevent. Promote. Protect

Seniority List

Yrs/Mnths of Service	Seniority Date	Employee	Job Title	RFT/RPT
26y 7m	10/14/82	Turner,Bonnie	Program Specialst	RFT
20y 5m	12/06/88	Gibson,Mary	Program Specialst	RFT
20y 3m	02/14/89	Sliwa,Carrol	Registered Nurse	RPT
19y 6m	11/07/89	Johnson,Jo Anna	Registered Nurse	RPT
18y 1m	04/01/91	Williams,Karri	Registered Nurse	RPT
17y 7m	10/07/91	Engstrom,Julie	Registered Nurse	RPT
17y 0m	04/22/92	Davies,Theresa A	Sanitarian	RPT
16y 11m	06/08/92	Dominguez,Felipa	Program Assistant	RFT
16y 9m	08/09/92	Long,Michelle R	LPN	RPT
15y 9m	08/02/93	Carroll,Kelly J	Transporter	RFT
15y 8m	08/23/93	Abbott,Desi R	Program Specialst	RFT



Public Health
Prevent. Promote. Protect.

Seniority List

Yrs/Mnths of Service	Seniority Date	Employee	Job Title	RFT/RPT
15y 8m	08/27/93	Knott,Hilary A	Nutr Site Supervi	RFT
15y 3m	01/25/94	Herr,Katherine F	Registered Nurse	RPT
15y 3m	02/07/94	Viren,Holly S	Program Assistant	RFT
14y 9m	08/08/94	Cervantes,Chris M	Case Manager	RFT
14y 7m	10/11/94	Lopez,Josefina L	Transporter	RFT
13y 1m	04/15/96	Sierens,Misty L	Sanitarian	RPT
12y 5m	12/09/96	Rubio,Aida	Program Assistant	RFT
11y 5m	12/04/97	Neely,Deborah L	Program Specialst	RFT
10y 8m	08/31/98	Watts,Jason G	Sanitarian	RFT
10y 7m	09/30/98	Wren,Linda J	Vision & Hearing	RPT
10y 1m	04/19/99	Rash,Teresa P	Nutritionist	RPT



Public Health
Prevent. Promote. Protect.

Seniority List

Yrs/Mnths of Service	Seniority Date	Employee	Job Title	RFT/RPT
10y 0m	05/04/99	Torres,Elizabeth	Case Manager	RFT
9y 10m	06/21/99	Garcia,Tannishia E	Program Assistant	RFT
9y 5m	11/29/99	Bedard,Kristina L	Hlth Wrks Supervi	RFT
9y 4m	01/19/00	Meyer,Kathryn	Case Manager	RFT
9y 0m	05/08/00	Hall,Freddie M	Program Assistant	RFT
8y 9m	08/14/00	Oliva,Venancio	Maintenance Asst	RPT
8y 7m	10/16/00	Cervantes,Sara	Vision & Hearing	RPT
8y 6m	10/23/00	Gore,Estefana	Program Assistant	RFT
8y 6m	11/13/00	Cline,Helen	Program Specialst	RFT
8y 2m	02/26/01	Guzman,Maria G	Transporter	RFT
8y 2m	03/13/01	Velazquez,Graciela	Program Assistant	RFT



Seniority List

Public Health
Prevent. Promote. Protect.

Yrs/Mnths of Service	Seniority Date	Employee	Job Title	RFT/RPT
7y 7m	10/01/01	Raya,Diana	Program Specialist	RFT
6y 2m	02/25/03	Flynn-Johnston,Kathleen	Case Manager	RFT
6y 0m	04/21/03	Reynolds,Marianne	Program Assistant	RFT
6y 0m	04/23/03	Davila,Gloria M	Case Manager	RFT
5y 9m	07/28/03	Wildemuth,Cynthia A	Family Hlth Pract	RFT
5y 2m	03/08/04	Johnson,Jennifer L	Health Educator	RFT
5y 2m	03/15/04	White,Melynda	LPN	RFT
4y 7m	09/20/04	Rodell,Amanda J	Program Specialist	RFT
4y 5m	12/06/04	Nowlin,Jamie	Case Manager	RFT
4y 1m	03/28/05	Sandahl,Rhonda J	Registered Nurse	RFT
4y 0m	05/09/05	Hendrickx,Brooke	Case Manager	RFT



Public Health
Prevent. Promote. Protect.

Seniority List

Yrs/Mnths of Service	Seniority Date	Employee	Job Title	RFT/RPT
3y 4m	12/27/05	Damron,Barbara S	Medical Assistant	RFT
3y 0m	04/28/06	Nacin,Cynthia M	Registered Nurse	RFT
2y 11m	06/12/06	Pennock,Sheri L	Sanitarian	RFT
2y 5m	12/14/06	Van Der Leest,Jeffrey C	Registered Nurse	RFT
2y 3m	01/29/07	Lundberg,Barbra L	Program Assistant	RFT
1y 8m	09/17/07	Allen,Diana K	Program Specialst	RFT
1y 7m	09/24/07	Ortiz,Elvia	Program Assistant	RFT
1y 7m	10/01/07	Dobereiner,Sheryl S	Registered Nurse	RFT
1y 6m	11/12/07	Collins,Rosalee B	Registered Nurse	RFT
0y 11m	05/23/08	Casas,Cassy	Nutritionist	RFT
0y 10m	07/14/08	McFadden,Deanna M	Registered Nurse	RFT



Seniority List

Public Health
Prevent. Promote. Protect.

Yrs/Mnths of Service	Seniority Date	Employee	Job Title	RFT/RPT
0y 10m	07/15/08	Reese, Carolyn K	LPN	RFT
0y 9m	08/18/08	Beaston, Jody M	Maintenance Asst	RFT
0y 8m	09/02/08	Gilbert, Merrilee	Vision & Hearing	RFT

Memorandum of Understanding
between
The Rock Island County Health Department
and
AFSCME Council 31,
Local 2025B

Smoke Free Building and Grounds Agreement

The following agreement between AFSCME Local 2025B and the Rock Island County Health Department is to provide and maintain a safe and healthy work environment for all employees and citizens. This agreement will become effective upon passage of the Health Department's Smoke-Free Campus Policy.

The Smoke-Free Campus agreement applies to:

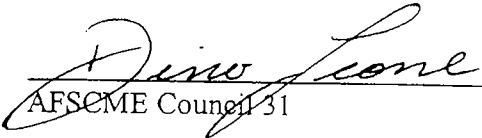
- All areas of the buildings and grounds of the Department
- All vehicles owned or leased by the Department
- All visitors (client and vendors) on Department premises
- All contractors and consultants and/or their employees working on Department premises
- All temporary employees
- All student interns

Smoking will not be permitted in any locations except designated smoking area (Probation or personal vehicle). If the Probation smoking area becomes unavailable, it will revert to the gazebo area until the issue can be further negotiated between the Department and the Union. We believe that the spirit of thoughtfulness and cooperation, which is characteristic of the Department, is adequate to resolve any disputes which arise under this agreement.



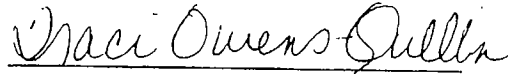
RICO Health Department

11-07-2007
Date



AFSCME Council 31

10-31-07
Date



Local 2025B

11-7-2007
Date

**Memorandum of Understanding
between
Rock Island County Health Department
and
AFSCME Council 31
on behalf of Local 2025B**

The parties agree to amend Appendix II, Section I, Starting Wages in the following:

As of September 21, 2005, it is agreed that a starting wage of \$27.00 (twenty-seven dollars) an hour shall be paid for the new classification of Family Health Practitioner or nurse practitioner with one of the following specialty certifications: Adult Nurse Practitioner, Family Nurse Practitioner, Acute Care Nurse Practitioner, School Nurse Practitioner, Gerontological Nurse Practitioner, Pediatric Nurse Practitioner, Neonatal Nurse Practitioner or OB/GYN Nurse Practitioner/Women's Health Care Nurse Practitioner

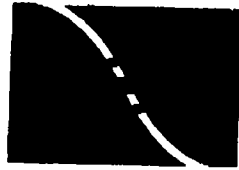
AFSCME Council 31

Dino Leone 9-22-05
Date
AFSCME Local 2025B

Grace Owens-Quillin 9/22/05
Date

Rock Island County Health Department

Wendy J. Jara 9-22-2005
Date



**Rock
Island
County**

**Memorandum of Understanding
Between
Rock Island County Health Department
and
AFSCME Council 31
on behalf of
Local 2025B**

The parties agree to amend Appendix II, Section I, Starting Wages in the following:

As of May 7, 2003, it is agreed that a starting wage of \$27.00 (twenty-seven dollars) an hour shall be paid for the new classification of Family Health Practitioner.

AFSCME Council 31

Dino Leone
Date *5-16-03*
AFSCME Local 2025B

Pamela K. Manger *5-16-03* *Steward Chair*
Date

Rock Island County Health Department

David H. Gray *5-17-03*
Date

HEALTH DEPARTMENT
Rock Island County, Illinois
2112 25th Avenue, Rock Island, IL 61201
Phone: (309) 794-1955 • Fax: (309) 794-7091
E-Mail: health@co.rock-island.il.us



**Memorandum of Understanding
Between
Rock Island County Health Department
And
AFSCME Council 31
on behalf of
Local 2025B**

The parties agree to amend Appendix II, Section I, Starting Wages to the following:

As of May 7, 2003, the new starting rate for the classification of Nurse Practitioner shall be \$22.00 (twenty-two dollars) an hour.

AFSCME Council 31

Dino Leon
Date: 5-16-03

AFSCME Local 2025 B

5-16-03 *Debbie K. Stanger, Steward Chair*
Date:

Rock Island County Health Department

5-7-03 *Paul Bray*
Date:

HEALTH DEPARTMENT
Rock Island County, Illinois
2112 25th Avenue, Rock Island, IL 61201
Phone: (309) 793-1955 • Fax: (309) 794-7001