

AGREEMENT

between

THE COUNTY OF ROCK ISLAND

and

**THE ROCK ISLAND COUNTY BOARD OF
HEALTH**

and

**THE AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL EMPLOYEES
COUNCIL 31 – LOCAL 2025B**

DECEMBER 1, 2022

to

NOVEMBER 30, 2027

AGREEMENT – PAGE 3
ARTICLE I – RECOGNITION – PAGE 3
ARTICLE II – PAYROLL DEDUCTION & UNION SECURITY – PAGE 6
ARTICLE III – SENIORITY – PAGE 8
ARTICLE IV – NONDISCRIMINATION – PAGE 16
ARTICLE V – GENERAL PROVISIONS – PAGE 16
ARTICLE VI – DISCIPLINARY ACTION – PAGE 18
ARTICLE VII – BULLETIN BOARD – PAGE 20
ARTICLE VIII – LEAVES OF ABSENCE – PAGE 20
ARTICLE IX – UNION REPRESENTATION – PAGE 25
ARTICLE X – GRIEVANCE PROCEDURE – PAGE 28
ARTICLE XI – HOURS OF WORK – PAGE 31
ARTICLE XII – VACATION – PAGE 35
ARTICLE XIII – STRIKES AND LOCKOUTS – PAGE 36
ARTICLE XIV – DISCIPLINE AND TARDINESS – PAGE 37
ARTICLE XV – INSURANCE – PAGE 37
ARTICLE XVI – WAIVER – PAGE 38
ARTICLE XVII – EFFECT OF AGREEMENT – PAGE 38
ARTICLE XVIII – SMOKE FREE BUILDING AND GROUNDS AGREEMENT – PAGE 39
ARTICLE XIX – AMENDMENT AND MODIFICATION – PAGE 40
ARTICLE XX – TERMINATION – PAGE 40
APPENDIX - PAGE 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, Nurse Practitioner, Nurse Midwife, and Phlebotomist, but excluding all other employees of the Employers, including Administrators, Maintenance Supervisor, Vision and Hearing Supervisor, Chief Nursing Officer, Chief Financial and Information Officer, Chief Operating Officer, Manager of Emergency Planning and Response, Administrative Office Assistant, Grants Manager, Supervisor of School Health, 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 workforce, 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, nor shall it be considered, a restriction or 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 of the Union's right over wages, hours, or conditions. It is agreed that the Employer, if required by any governmental entity in order to get or keep a grant, has the right to conduct background checks for pre-hires.

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 fewer 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, dividing that number by 2,080 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 as determined by the County's Health Planning Committee.

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, 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 & UNION SECURITY

SECTION 1. DUES CHECKOFF

The County and Union agree to adhere to the provisions of (5ILCS 315/) the "Illinois Public Labor Relations Act," and all matters pertaining to the rights of public employees as established by law. The County shall make payroll deductions of labor organization dues, initiation fees, assessments, and other payments for a labor organization that is the exclusive representative. Such deductions shall be made in accordance with the terms of an employee's written authorization, and shall be paid to the

exclusive representative. Written authorization may be evidenced by electronic communications, and such writing or communication may be evidenced by the electronic signature of the employee as provided under Section 5-120 of the Uniform Electronic Transactions Act.

SECTION 2.

A properly executed copy of the "Authorization for Checkoff 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 Checkoff Dues" form is in effect.

SECTION 3.

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 4.

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 (15th) of the succeeding month after such deductions are made.

SECTION 5.

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 employees' wages earned.

SECTION 6.

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 this Agreement.

SECTION 7. PEOPLE CHECKOFF

- 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 the 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.

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 assignments.
- 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 2,080 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 are 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 the above referenced 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 backdate to the original hire 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 promotion, 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 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 fewer
2. To recalls following layoffs for a period of five (5) working days

SECTION 5.

In the event of reduction in the workforce, 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 Health Department 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 first be placed in a comparable vacant position if they are qualified for it; otherwise, they shall displace the least senior employee (based upon Health Department seniority) within their classification. The least senior employee who is displaced from the following classifications may displace a less senior employee (based upon Health Department seniority) 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 Health Department 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 that 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 who 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 quits or remains away from work for 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 for a period of twenty-four (24) 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, the Employer may fill the position by transfer or hire. Job postings will be emailed and 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(s), 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 for 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 WORKFORCE

- 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 that 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 who is 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

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 – NONDISCRIMINATION

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 arbitration. Mediation services may be utilized through Federal Mediation Conciliation Services (FMCS) by mutual agreement. If an agreement is not reached through mediation, the matter will proceed with the scheduled date of 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

employee covered by this Agreement may refuse to join and/or participate in the activities of the Union, including the payment of any dues, fees, assessments, or service fees of any type. The Union agrees further that it will not solicit Union membership or carry on other Union 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 the 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 with full-time service. It is agreed and understood that no employee shall engage in any outside employment that will impair the performance of their duties or be detrimental to the Employer.

SECTION 4. CHECKOFF LIST

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

1. Name of employee, date hired, salary, 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 files 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 p.m., 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. If the Employer closes the building and causes a loss of hours for the employee, then they shall be paid. If the employee chooses not to work because of inclement weather or disaster, the employee may use benefit time available or the time off will be without pay.

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 I, 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 who 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 preapproved vacation leave, the vacation days used during jury duty will be restored to the employee's record.

SECTION 2. SICK LEAVE

- A. Employees shall earn one (1) day of sick leave per month on the same day of each month that 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 (IMRF) after thirty (30) days after any one (1) illness.
- B. 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, or the adoption of a 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 quarter ($\frac{1}{4}$) 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.

C. Sick leave covered by the 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 (3) 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.

- D. 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.
- E. Employees may return to light duty if approved by the employee's doctor and the Director of Human Resources. The Health Department shall have the right to determine the type of light duty 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. In the event the funeral or other memorial service is not held within this timeframe, the employee may delay the third day for up to 30 days to attend the service (proof of attendance required). 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 the date of death and relationship to the deceased, the employee shall receive pay on the basis of the straight-time established rate for any scheduled days of work for which the employee is excused. The employee shall be excused for an additional day of funeral leave if the employee travels more than 500 miles from the Health Department to attend the service (proof of attendance required). In the event of the 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 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 (2) employees will be granted leave in a contract year and no more than one (1) 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 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 by law shall be afforded (5 ILCS 330, *et seq.*).

SECTION 6. EMERGENCY LEAVE

A leave of absence may be granted to 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 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 (¼) 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 will be required to use sick time they have on the books while on Family Medical Leave. Employees may, 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 the employee's straight-time hourly rate.

- B. Members of the Union Central Committee shall be allowed time off without pay to attend the state or international conventions. Not more than two (2) 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 recognize 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 the 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 of, 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.

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 the date of the meeting. However, if the grievance is not formally answered within the specified time limit, the Union shall be privileged to advance the 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 (2) 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, a 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 the grievance is not formally answered within the above time limit, the Union shall be privileged to advance the 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, and 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 the Employer's written answer was due in Step 2 shall be deemed settled and shall not be eligible for further processing.
- D. Mediation services may be utilized through Federal Mediation Conciliation Services (FMCS) by mutual agreement. If an agreement is not reached through mediation, the matter will proceed with the scheduled date of arbitration.

STEP 3. ARBITRATION

Grievances involving the interpretation and application of the provisions of this Agreement that 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, that 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 of 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 the purpose of processing grievances. The Health Department Administrator, within ten (10) days from the signing of this Agreement, will provide the Union with the name of his designee. 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 (1) 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 in order to cover vacations, 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. If that employee declines to accept, the hours shall be offered to the employee with the next highest seniority. 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 period of 15 minutes during each half of the normal work day. Rest periods will be taken when the workload 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) 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 normally have been scheduled to work but for a holiday or jury duty shall be counted as time worked for the purpose of overtime computation.

SECTION 7. HOLIDAYS

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

- New Year's Day
- Martin Luther King, Jr.'s Birthday
- Lincoln's Birthday
- Washington's Birthday
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Indigenous Peoples' Day
- Veterans Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve
- Christmas Day
- Juneteenth

- 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 be agreed to by the employee and his supervisor.
- B. Employees shall not receive pay for the holidays listed above under the following conditions:
1. If they are unscheduled part-time and/or temporary employees
 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 received holiday pro-rata pay if they work an average of twenty (20) hours per week for the full two (2) 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 (2½) 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 the beginning and ending times shall be determined by each employee's date of employment.
- B. Employees shall be entitled to paid vacation leave per the schedule listed in Paragraph C of this section
- C. Schedule of benefits:
 - Years 1-4: Two (2) weeks
 - Years 5-9: Three (3) weeks
 - Years 10-19: Four (4) weeks
 - After 20 years of service: Five (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 quarter ($\frac{1}{4}$) 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 that occurred during their probationary period, provided 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, Health Promotions (also Vital Records), Family Health (WIC, FCM, HWI), School Health Services (Lead, Links, V&H), 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 serve basis.

If an employee with one (1) 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 – DISCIPLINE AND TARDINESS

- A. All pre-disciplinary actions, i.e., counselings, shall be memorialized in writing, dated and signed by the effected employee, and placed in the employee's personnel file;
- B. An employcc who is one (1) minute late for a work shift shall be considered tardy; however, only periods of tardiness of three (3) minutes or longer in duration shall be subject to disciplinary action;
- C. Only tardiness disciplinary or pre-disciplinary actions within the same calendar year (January 1 – December 31) shall be considered in the progressive disciplinary process for tardiness.

ARTICLE XV – 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 Hcalth 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 XVI - WAIVER

The parties acknowledge that during the negotiations that 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 waive the right, and each agrees that the other shall not be obligated, to bargain 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 – 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.

Section 1.

The Smoke-Free Campus Agreement applies to:

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

Section 2.

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.

ARTICLE XIX – 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 affect 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 XX – TERMINATION

This Agreement shall be effective December 1, 2022 through November 30, 2027. 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 1st day of
December, 2022.

FOR THE UNION:

[Signature] 12-1-22
Kyle Carroll 12-1-22
Maya Dell 12/1/22
Jillene Hummer 12/1/22
[Signature]
Kary Baxter

FOR ROCK ISLAND COUNTY DEPT.
OF PUBLIC HEALTH:

FOR ROCK ISLAND COUNTY:

APPENDIX – CLASSIFICATIONS/STARTING RATES

SECTION 1. CLASSIFICATIONS/STARTING RATES

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

CLASSIFICATION	12/1/22 STARTING WAGE	12/1/23 STARTING WAGE 3.00%	12/1/24 STARTING WAGE 3.00%	12/1/25 STARTING WAGE 3.00%	12/1/26 STARTING WAGE 3.00%
CASE MANAGER	\$22.65	\$23.33	\$24.03	\$24.75	\$25.49
CERTIFIED MEDICAL ASSISTANT	\$15.00	\$15.45	\$15.91	\$16.39	\$16.88
HEALTH EDUCATOR	\$22.65	\$23.33	\$24.03	\$24.75	\$25.49
HEALTH WORKS SUPERVISOR	\$24.50	\$25.24	\$25.99	\$26.77	\$27.57
LPN	\$16.31	\$16.80	\$17.30	\$17.82	\$18.36
MAINTENANCE ASSISTANT	\$15.00	\$15.45	\$15.91	\$16.39	\$16.88
NURSE PRACTITIONER	\$40.28	\$41.49	\$42.72	\$44.02	\$45.34
NUTRITION SITE SUPERVISOR	\$24.50	\$25.24	\$25.99	\$26.77	\$27.57
NUTRITIONIST	\$22.65	\$23.33	\$24.03	\$24.75	\$25.49
PHLEBOTOMIST	\$15.00	\$15.45	\$15.91	\$16.39	\$16.88
PROGRAM ASSISTANT	\$15.00	\$15.45	\$15.91	\$16.39	\$16.88
PROGRAM SPECIALIST	\$16.31	\$16.80	\$17.30	\$17.82	\$18.36
RN	\$22.65	\$23.33	\$24.03	\$24.75	\$25.49
SANITARIAN	\$22.65	\$23.33	\$24.03	\$24.75	\$25.49

SECTION 2.

Effective December 1, 2022, all employees whose starting date was 12/1/21 or later will have their wage brought up to the 12/1/22 starting wage. Effective December 1, 2022, all employees whose starting date was prior to 12/1/21 and their current wage is below the 12/1/22 starting wage will have their wage brought up to the 12/1/22 wage plus an additional \$0.50. Effective December 1, 2022, all employees in the bargaining unit who have 10 years of service as of 11/30/2022 will receive a \$1.50 per hour wage increase, and upon ratification of the contract, those same employees will receive a \$1,250.00 onetime ratification stipend. Effective December 1, 2023, all employees in the bargaining unit shall receive a 3.0% wage increase. Effective December 1, 2024, all employees in the bargaining unit shall receive a 3.0% wage increase. Effective December 1, 2025, all employees in the bargaining unit shall receive a 3.0% wage increase. Effective December 1, 2026, all employees in the bargaining unit shall receive a 3% increase.

SECTION 3.

Employees shall receive, after the execution date of the Agreement, a 4% step increase at their anniversary date of employment in years 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 \$0.50 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 interpreter shall receive \$0.35 per hour differential for all hours worked. A list of employees so designated shall be kept by the Health

Department Administrator and 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. SEVENTEENTH AND TWENTY-FIFTH YEARS

Each employee with seventeen (17) years of service shall receive an additional \$0.50 per hour added to their wage.

Each employee with twenty-five (25) years of service shall receive an additional \$0.50 per hour added to their wage.


SECTION 8. SENIORITY LIST/MEMORANDA OF UNDERSTANDING


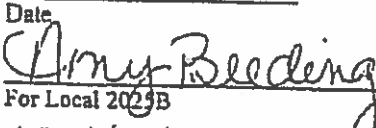
- See attached documents.
- The parties have reviewed and ratified the MOUs as attached.

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

This Memorandum of Understanding ("MOU") is made and entered into by and between the Rock Island County Health Department and the American Federation of State, County and Municipal Employees, Council 31, Local 2025 B, ("The Parties").

1. The Parties agree to Stephanie Gore's promotion to work 32 hours as the Program Specialist in the HealthWorks program and 8 hours per week as a Program Assistant in the FCM program.
2. The Parties agree that Stephanie will work 4 days per week in HealthWorks as a Program Specialist at the rate of \$18.75 per hour and 1 day per week as a Program Assistant for the Family Case Management Program at the rate of \$18.25 per hour.
3. The Parties agree that Stephanie will work a designated day per week in the FCM program. That day will be Friday each week. The other days of the week shall be working in the HealthWorks program.
4. The Parties agree that this MOU is agreed upon for Stephanie Gore only at this time and that no precedent will be set from this agreement.
5. The Parties agree that the terms of this MOU are effective beginning August 29, 2016.


Rock Island County Health Department
8/25/16
Date


For AFSCME, Council 31
8-29-16
Date

For Local 2025B
10-4-16
Date

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

This Memorandum of Understanding ("MOU") is made and entered into by and between the Rock Island County Health Department and the American Federation of State, County and Municipal Employees, Council 31, Local 2025 B, ("The Parties").

1. The Parties agree that Diana Raya will work 32 hours as the Program Specialist in the HealthWorks program and 8 hours per week as a Program Assistant in the Childhood Lead program (CLED).
2. The Parties agree that due to closure of women's health programs, Diana will not have any decrease in pay. She will earn the same wage for each day of the week, even though one day is spent working as a Program Assistant.
3. The Parties agree that Diana will work a designated day per week in the CLED program. That day will be Friday each week. The other days of the week shall be working in the HealthWorks program.
4. The Parties agree that this MOU is agreed upon for Diana Raya only at this time and that no precedent will be set from this agreement.
5. The Parties agree that the terms of this MOU are effective beginning February 5, 2018.

Y. Ludwig
Rock Island County Health Department

2/5/18
Date

Miguel Moya
For AFSCME, Council 31

2/5/18
Date


Kelly Carroll
For Local 2025B

2-6-18
Date


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

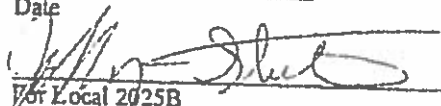
This Memorandum of Understanding ("MOU") is made and entered into by and between the Rock Island County Health Department and the American Federation of State, County and Municipal Employees, Council 31, Local 2025 B, ("The Parties")

1. The Parties agree that Jamie Dreher will work 40 hours per week in the WIC program located at the Community Health Care office in Moline, Illinois.
2. The Parties agree that Jamie Dreher will not have any decrease in pay due to change in programs.
3. The Parties agree that Jamie will be covering a vacancy due to a medical leave. Jamie will work Monday through Friday, 8 a.m. to 4 30 p.m. If the current medical leave is extended beyond March 3, 2023, or the position becomes vacant, Jamie may remain in this position with her current pay.
4. The Parties agree that this MOU is agreed upon for Jamie Dreher only at this time and that no precedent will be set from this agreement.
5. The Parties agree that the terms of this MOU are effective October 11, 2022 through March 3, 2023.



Rock Island County Health Department
10/3/22
Date



For AFSCME, Council 31
10-3-2022
Date


For Local 2025B
10/03/22
Date

Years/Months of Service	Hire Date	Position Date	Employee	Job Title	RFT/RPT
31 years	4/1/1991	4/1/1991	Karri Williams	Registered Nurse	RPT
29 years	8/2/1993	1/31/2012	Kelly Carroll	Program Specialist	RFT
29 years	8/27/1993	1/5/2015	Hilary Knott	Nutritionist Site Supervisor	RFT
28 years	8/8/1994	11/14/1994	Chris Cervantes	Case Manager	RFT
28 years	10/11/1994	10/15/2011	Josefina Lopez	Program Assistant	RFT
26 years	4/15/1996	4/15/1996	Misty Sierens	Sanitarian	RPT
26 years	12/9/1996	12/9/1996	Aida Rubio	Program Assistant	RFT
25 years	12/4/1997	8/14/2006	Deborah Neely	Program Specialist	RFT
23 years	5/4/1999	10/1/2007	Elizabeth Myers	Case Manager	RFT
23 years	6/21/1999	9/6/2016	Tannishia Garcia	Program Specialist	RFT
22 years	5/8/2000	5/8/2000	Freddie Hall	Program Assistant	RFT
22 years	10/23/2000	9/6/2016	Estefana Gore	Program Assistant	RFT
22 years	11/13/2000	2/10/2003	Helen Cline	Program Specialist	RFT
21 years	3/13/2001	11/13/2019	Graciela Velazquez	Program Specialist	RFT
21 years	10/1/2001	7/1/2004	Diana Raya	Program Specialist	RFT
19 years	2/25/2003	11/28/2016	Kathleen Flynn	Health Works Supervisor	RFT
19 years	4/23/2003	4/23/2003	Gloria Davila	Case Manager	RFT
16 years	6/12/2006	6/12/2006	Sheri Duhme	Sanitarian	RPT
15 years	9/17/2007	9/17/2007	Diana Allen	Program Specialist	RFT
15 years	9/24/2007	4/18/2011	Elvia Ortiz	Phlebotomist	RFT
11 years	2/14/2011	2/14/2011	Karey Baxter	Registered Nurse	RFT
10 years	3/19/2012	3/19/2012	Mack Childs	Maintenance Assistant	RFT
9 years	11/4/2013	7/15/2019	Deanna Brumbaugh	Sanitarian	RFT
6 years	9/26/2016	8/5/2019	Tina Haskins	Case Manager	RFT
6 years	10/31/2016	10/31/2016	Jessica Temple	Nutritionist	RFT
4 years	2/5/2018	2/5/2018	Joleen Diehl	Registered Nurse	RFT
4 years	7/16/2022	7/16/2022	Brenda Cook	Registered Nurse	RPT
3 years	2/4/2019	2/4/2019	Barbara Smith	Registered Nurse	RFT
3 years	9/16/2019	9/16/2019	Janelle Nicewanner	Program Specialist	RFT
3 years	9/30/2019	9/30/2019	Alexandra Sanchez	Nutritionist	RFT
3 years	10/7/2019	10/7/2019	Roshawn Wilson	Case Manager	RFT
2 years	1/6/2020	1/6/2020	Hannah Holliday	Nurse Practitioner	RFT
1 year	10/18/2021	10/18/2021	Karen Flack	Program Assistant	RFT
9 months	2/16/2022	10/11/2022	Jamie Dreher	Program Assistant	RFT
9 months	2/22/2022	2/22/2022	Sara Meguffy	Sanitarian	RFT
7 months	6/6/2022	6/6/2022	Meghan Carr	Sanitarian	RFT
4 months	7/25/2022	7/25/2022	Faith Henderson	Health Educator	RFT
3 months	8/29/2022	8/29/2022	Strefanie Daniels	Nutritionist	RFT