AGREEMENT BETWEEN

COUNTY OF CARROLL

FOR THE CARROLL COUNTY HIGHWAY DEPARTMENT

and

TEAMSTERS LOCAL UNION NO. 722 LASALLE, ILLINOIS

affiliated with the

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

December 1, 2025, through November 30, 2029

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AGREEMENT

This Agreement made and entered into by and between the COUNTY OF CARROLL, HIGHWAY DEPARTMENT (hereinafter referred to as the "Employer County"), and TEAMSTERS LOCAL UNION NO. 722, an affiliate of the International Brotherhood of Teamsters (hereinafter referred to as the "Union") and their successors and assigns on behalf of employees in the collective bargaining unit set forth in Article 1 hereof.

ARTICLE 1

PURPOSE AND RECOGNITION

Section 1.1 Purpose

It is the intent and purpose of the parties hereto to set forth the agreement between them for the term hereof concerning rates of pay, wages, hours of employment and other working conditions to be observed by them and the employees covered hereby.

Section 1.2 Recognition

The Employer recognizes the Union as the sole and exclusive representative for purposes of collective bargaining, pursuant to the "Illinois Public Employees Labor Relations Act", as amended, 5 ILCS 315/1 et seq. (hereinafter referred to as the "Labor Act") over wages, hours, and other terms and conditions of employment for the employees of the Highway Department of Carroll County.

The Collective Bargaining Unit:

All full-time employees in the following classifications:
Highway Maintainer
Foreman
Mechanic
Office Manager

Excluding: County Engineer, part-time employees, temporary employees, professional employees, supervisory, confidential or managerial employees and all other employees of County of Carroll Highway Department.

ARTICLE 2

MANAGEMENT RIGHTS

Section 2.1 Management Rights

Subject to the provisions of this Agreement, the management of the operations of the Employer, the determination of its policies, budget and operations, the manner of exercise of its statutory functions and the direction of its work force, including, but not limited to, the right to hire, promote, demote, transfer, allocate, assign and direct employees; to discipline, suspend and discharge for just cause; to relieve employees from duty because of lack of work; to make and enforce reasonable rules of conduct and regulations; to determine the departments, divisions and sections and work to be performed therein; to determine quality, to determine the number of hours of work and shifts per work week, if any; to establish and change work schedules and assignments, the right to introduce new methods of operations, to eliminate, relocate, transfer or subcontract work and to maintain efficiency in the Carroll County Highway Department is vested exclusively in the Employer, provided the exercise of such rights by the Employer does not conflict with the provisions of this Agreement.

Section 2.2 Limitations

Moreover, it is agreed and understood by the parties herein, that management and/or non-bargaining unit employees will not perform work which has been historically performed by bargaining unit employees, past practice to continue, except in cases of emergency and/or until after a reasonable effort has been made to utilize bargaining unit employees in the completion of the tasks; however, the parties agree that the utilization by the Employer of management and/or non-bargaining unit employees in the aforementioned circumstances will not be instigated by the employer for the sole objective of circumventing the overtime provisions contained herein and/or displacing bargaining unit employees.

ARTICLE 3

NON-DISCRIMINATION

Section 3.1 Equal Employment Opportunity

The Employer will continue to provide equal employment opportunities for all employees and develop and apply equal employment practices.

Section 3.2 Prohibition Against Discrimination

Both the Employer and the Union agree not to illegally discriminate against any employee on the basis of race, sex, creed, religion, color, age or national origin.

Section 3.3 Union Membership or Activity

Neither the Employer nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union and there shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status.

ARTICLE 4

MAINTENANCE OF STANDARDS

Section 4.1 Maintenance of Standards

Except as otherwise provided in this Agreement, rights and benefits enjoyed by employees shall not be diminished or eliminated as a result of entering this Agreement.

Section 4.2 Limitations

The Employer shall not take action to decrease its Highway Department's budget with the intention of undermining application of this Article.

ARTICLE 5

UNION ACTIVITY, VISITATION, AND BULLETIN BOARDS

Section 5.1 Union Activity

No employee shall engage in Union activity which could or would interfere with the performance of work during work time.

Section 5.2 Union Access with Notification

A representative of the Union. shall have reasonable access to the Employer for the purpose of conferring with the Employer and/or employees, and for the purpose of administering this Agreement. Where the Union representative finds it necessary to enter the Highway Department for this purpose, he shall advise the County Engineer, or his designee. Such visits shall not unreasonably interfere with the operation of the Employer.

Section 5.3 Bulletin Boards

The Employer shall provide two (2) bulletin boards which shall be used for the purpose of posting proper Union notices. Such bulletin boards shall be placed conspicuously and at a place readily accessible to workers in the course of employment.

Section 5.4 Union Steward

The Employer recognizes the right of the Union to designate up to one (1) steward and one (1) alternate steward at the Carroll County Highway Department building. The Employer shall not be required to recognize any steward or alternate steward unless and until the Union notifies the Employer of the names and date of appointment of such steward and alternate in writing over the signature of the appropriate official of the Union. The authority of steward and alternate, so designated, shall be limited to and shall not exceed the following duties and activities: Investigation and presentation of grievances to the Employer in accordance with the provisions of this Agreement.

ARTICLE 6

PROBATIONARY AND TEMPORARY EMPLOYEES

Section 6.1 Probationary Employees

Newly hired employees shall be considered probationary for a period of six (6) months from the date of employment.

Section 6.2 Temporary Employees

A temporary employee is one who is hired for a period of up to one thousand (1,000) hours and is so informed at the time of hire, and who is hired for a special project or to replace an employee on leave or vacation. A temporary employee shall not exceed one thousand (1000) hours of work for the Carroll Highway Department during a fiscal year.

ARTICLE 7

TERMINATION AND DISCIPLINARY ACTION

Section 7.1 Employer's Right to Discipline

The employer shall have the right to discharge, suspend and/or discipline any employee for just cause. The Employer will utilize progressive disciplinary steps when engaging in disciplinary action.

Progressive discipline steps to be followed:

1. oral warning
2. written warning
3. one (1) day suspension
4. three (3) day suspension
5. discharge

In circumstances of gross misconduct, the Employer shall have the right to proceed to immediate discharge without engaging in progressive discipline. "Gross misconduct" shall include the following "proven" actions:

a. carrying a firearm while on duty

b. sexual harassment, as defined by law

c. willful destruction of public property or records

d. theft of public property or records

e. physical fighting or assault upon another while on duty

f. willful misrepresentation or concealment of any fact requested during the hiring process.

g. actions while on duty which result in the felony conviction of the employee

h. other acts while on duty which present a substantial and unjustifiable risk to the safety of the persons or property of others

i. the refusal to obey a direct order of a supervisor unless the order, if followed, is clearly unlawful or clearly endangers the safety of any person or the property of any person.

Section 7.2 Employee's Right Following Suspension or Discharge

The Employer will notify the Union in writing of any discharge or suspension within forty-eight (48) hours from the time of discharge or suspension. If the Grievant desires to contest the discharge or suspension, he/she shall give written notice thereof to the Employer within ten (10) working days from the date of receipt of notice of discharge or suspension. In such event, the dispute shall be submitted and determined under the grievance procedure hereinafter set forth, commencing at Step 3 of the grievance procedure.

Section 7.3 Calculation of Time

All time limits herein shall be deemed exclusive of Saturdays, Sundays and holidays.

Section 7.4

Discipline herein provided shall not remain in effect for a period of more than twenty (20) months from date of said discipline.

ARTICLE 8

GRIEVANCE PROCEDURE

Section 8.1 Intent of Parties

It is the intent of the parties to this Agreement that the grievance procedure set forth herein shall serve as a means of peaceful settlement of disputes that may arise between them as to the application and interpretation of this Agreement. All employees covered by this collective bargaining agreement shall have the right to Union representation at any employer-employee interview in which the employee reasonably believes that disciplinary action may be taken against him.

Section 8.2 Definition and Process

A grievance is defined as a dispute or complaint arising between the parties hereto under or out of this Agreement or in the interpretation, application, performances, termination, or any alleged breach hereof, and shall be processed and disposed of in the following manner:

Step 1. Within five (5) working days of the occurrence giving rise to the grievance, or within five (5) working days of the employee becoming aware of the occurrence giving rise to said grievance, the employee having the grievance shall take it up with the County Engineer, or his/her designee. The Employer shall give his/her answer to the employee, and/or the Union representative, within five (5) working days after the presentation of the grievance in Step 1.

Step 2. If the grievance is not resolved in Step 1, the grievance shall, within ten (10) days, request a review by the Carroll County Administrator in order to resolve the grievance. A grievance presented in Step 2 will result in a meeting with the County Administrator, the County Engineer, and the grievant within ten (10) working days in an effort to resolve the grievance.

Step 3. If the grievance is not resolved in Step 2, the grievant may, within five (5) working days after receiving the answer in Step 2, elect to present the grievance to Step-3. The grievant, pursuant to the provisions of Article 9 herein, shall elect to present his grievance to an impartial three-member grievance panel for final and binding resolution.

Section 8.3 Employer's Failure to Respond

Failure on the part of the County Engineer to answer a grievance at any step shall not be deemed acquiescence thereto, and the Union may proceed to the next step.

Section 8.4 Grievances Related to Suspension or Discharge

Anything to the contrary herein notwithstanding, a grievance concerning a discharge or suspension may be presented initially at Step 3 in the first instance, within the time limits specified in Article 7, Section 7.2. Without waiving its statutory rights, a grievance on behalf of the Employer may be presented initially at Step 3 by notice in writing addressed to the Union at its offices.

Section 8.5 Calculation of Time

All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays and holidays.

Section 8.6 Waiver

Any disposition of a grievance from which no appeal is taken within the time limits specified herein shall be deemed resolved and shall not thereafter be considered subject to Article 9 of the Agreement, i.e., if a grievance is not submitted or presented within the time limits set forth above, it shall be considered "waived".

ARTICLE 9

BINDING RESOLUTION OF GRIEVANCES

Section 9.1 Referral to Grievance Committee

If the grievance is not settled in Step 2 of Section 8.2, or no answer is given within the specified time, the Grievant may request by written notice to the County Engineer, within five (5) working days after his receipt of the Step 3 answer, or after such answer was due, whichever occurs first, that this grievance be resolved by a grievance committee.

Section 9.2 Grievance Committee

Within ten (10) working days after receiving receipt by the County Engineer of the grievant's request to proceed to Step 3 of the grievance procedure by electing final and binding resolution of the grievance by a grievance committee. Such discussions shall include an opportunity for the grievant and the Union representative to present their side of the grievance to the County Board's Committee or similar set of individuals designated by the County Board to exercise this

responsibility. This Committee when considering a grievance shall not include a member of this bargaining unit but will consist of one (1) other department head, a County Board member and a member of another County Union member.

Section 9.3 Grievance Hearing

The Chairman shall call a hearing to begin within twenty (20) days of his appointment and give reasonable notice of the time and place of the hearing. The hearing shall be held at the Carroll County Government Center. The appointed County Board Member shall preside over the hearing and shall take testimony. Any oral or documentary evidence deemed relevant by the grievance panel may be received in evidence. The proceedings shall be informal. Technical rules of evidence shall not apply. A verbatim audio record of the proceedings shall be. Transcripts may be ordered at the expense of the party ordering them, but the transcripts shall not be necessary for a decision by the grievance panel. The hearing conducted by the grievance panel may be adjourned from time to time, but unless otherwise agreed to by the parties, it shall be concluded within ten (10) working days of the time of its commencement. Majority action and rulings shall constitute the actions and rulings of the grievance panel.

Section 9.4 Jurisdiction

The grievance panel shall have jurisdiction only over disputes arising out of grievances as defined in Section 8.2 of Article 8, and shall have no power to add to, or subtract from, or modify in any way the provisions of this Agreement; moreover, the question of grievability shall be decided by the grievance panel. Once a determination is made that the material is grievable (i.e., that the committee has jurisdiction), the grievance panel shall then proceed to determine the merits of the dispute.

Section 9.5 Decision of the Grievance Committee

The grievance panel, within ten (10) working days after the conclusion of the hearing, or such further additional periods to which the parties may agree, shall make written findings of fact and promulgate a written opinion which shall be final and binding on the parties. The Chairman shall mail or otherwise deliver a free copy of the grievance committee's opinion to the parties and their representatives.

ARTICLE 10

HOURS OF WORK AND OVERTIME

Section 10.1 Normal Workday/Week

This Article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the County from restructuring the normal workday or workweek for the purpose of promoting the efficiency of the Highway Department; from establishing the work schedules of employees.

For definition:

The normal workday of the highway garage maintenance employees covered by this Agreement shall be eight (8) hours per day, starting at 7:00 a.m. and ending at 3:30 p.m., with a thirty (30) minute unpaid lunch break. The normal workweek shall consist of five (5) consecutive, eight (8) hour days, Monday through Friday, inclusive.

The normal workday for the Engineering Technician covered by this agreement shall be eight (8) hours per day, starting at 7:30 a.m. and ending at 4:00 p.m., with a thirty (30) minute unpaid lunch break. The normal workweek shall consist of five (5) consecutive, eight (8) hour days, Monday through Friday, inclusive.

The standard work week for the Highway Department office staff covered by this agreement is Monday through Friday. Office hours shall be from 8:30 a.m. to 4:30 p.m., with each employee being allowed one hour for lunch. Readjustments and special schedules will be worked out under special circumstances and shall be consistent with the basic workweek and any existing statutory regulations.

New hires in the office will have hours of work as set by the County Engineer and approved by the County Board.

Section 10.2 Hours of Work

It is the intention of the County to provide forty (40) hours of work for its employees with the exception of Layoff procedures. In that event refer to Article 12, Section 12.5.

Section 10.3 Lunch Break

Employees at the County garage covered by this Agreement, shall be entitled to an unpaid half-hour (½) lunch break. Employees shall be at their designated workplaces, ready for work at their scheduled starting time, and shall remain at their workplaces until their scheduled quitting time, including during designated or authorized relief or rest period or lunch period. Employees may

leave the job site for lunch during the regular workday subject to the approval of their supervisor.

All employees covered by this Agreement shall be entitled to relief or rest periods as follows: A fifteen-minute break to be taken each morning and afternoon, however, the employee may not leave the work facility during such periods of rest and can be called back to work at any time. Breaks may not be taken at the end of the day to shorten the workday. Each person involved in this break is responsible for clean-up and neatness of the area.

Section 10.4 Reasonable Overtime Hours Required

Employees shall work reasonable amounts of overtime when overtime is necessary. It is agreed by both parties that severe winter weather conditions will present emergencies demanding that the public interest be placed above that of either party to this Agreement. Under such conditions, the County Engineer, or his designee, may call in such employees by classification as in his judgment can handle the work to be done.

Section 10.5 Overtime Compensation

Employees shall be compensated at a rate of one and one-half (1 ½) times their regular hourly rate of pay, or compensatory time, under the following circumstances:

1. For time worked in excess of forty (40) hours, or a normal work week, within a seven-day period beginning Sunday and ending Saturday.
2. For all time worked outside the normal work schedule.
3. For time worked in excess of eight (8) hours in a day.
4. For time worked in excess of regularly scheduled hours in a day when the employee is called back to work after completing the regularly scheduled work period.
5. For any time worked on a County Board approved holiday (day observed) employee shall be paid double time in addition to regular holiday pay. If the holiday falls on a weekend but is observed by the County on a weekday as a paid day off, the day it is observed during the week is the day used for holiday overtime.
6. For time worked on Saturday during the normal work week.
7. Exception to the above: Travel time to and from seminars shall not constitute hours worked (for computation of overtime) so long as the employee's day does not exceed twelve (12) hours.
8. All hours worked on Sunday shall be paid at two (2) times the employee's regular hourly rate of pay.

Section 10.6 "Time-Worked" Inclusions

Holiday, vacation and jury duty paid hours shall count as "time worked" for purposes of calculating overtime.

Section 10.7 No Pyramiding of Overtime

There shall be no pyramiding of overtime.

Section 10.8 Call-Back/Call-In Pay

An employee called in or back, for work in excess of work comprising his normal workday or workweek, shall receive a minimum of two (2) hours work at the applicable overtime rate if sent home upon arrival: however, if the employee is put to work, he shall receive a minimum of two (2) hours work at the applicable overtime rate.

Section 10.9 Overtime Records and Distribution

Overtime records shall be posted and maintained. Overtime records shall be provided to the Union Business office, on a monthly basis. Overtime assignments shall be distributed as equally as practicable among qualified personnel.

Section 10.10 Compensatory Time/Overtime Pay

Overtime can be compensated by payment in cash or by the award of compensatory time off. It will be the employee's right to elect whether he or she shall receive overtime compensation in the form of cash paid or in the form of compensatory time off, so long as he or she notifies the County Engineer, or his designee, of his or her election in accordance with current practice (time sheets). In the event the employee fails to so elect, the County Engineer shall have the authority to designate the form in which the overtime shall be compensated. The County Board shall continue to fund the Highway Department for overtime in accordance with prior practice and existing budgetary needs. In the event that overtime funds become depleted, the County Engineer may direct that compensation for overtime shall be in the form of compensatory time off, regardless of the election of the employee. All compensatory time will be given at the rate of time and a half for the hours worked.

At the employee's option, he or she may elect to accrue compensatory time off throughout the year, but in no event shall an employee be permitted to accrue time off in excess of one hundred twenty (120) hours. In the event compensatory time is accrued in excess of one hundred twenty (120) hours, the County Engineer, or his designee, shall have the authority to assign the time off at his designation. No compensatory time off in excess of one hundred twenty (120) hours shall be carried into the next calendar year.

ARTICLE 11

WAGES

Section 11.1 Wages. Current Employees:

Lead Worker Rate: The Lead Worker is designated by the County Highway. Superintendent as/if needed and will take the lead responsibilities for the daily assigned tasks. No more than one person at a time will be appointed as Lead Worker.

STARTING RATE	12/1/2025	12/1/2026	12/1/2027	12/1/2028
LEAD WORKER RATE	1.24	1.28	1.32	1.37

Hourly rate for each individual for each of the four years of the contract is listed below effective date will be December 1 of the corresponding fiscal year:

	FY 2026	FY 2027	FY 2028	FY 2029
	12/1/2025	12/1/2026	12/1/2027	12/1/2028
MOSHURE, JOHN	29.39	30.41	31.48	32.58
WILKINSON, RANDY	28.32	29.31	30.34	31.40
HOCKMAN, MARTY	26.78	27.72	28.69	29.70
DAVIS, CLINT	26.78	27.72	28.69	29.70
WILKINSON, DAVID	27.30	28.26	29.25	30.27
SKILES, RAYMOND	24.20	25.05	25.92	26.83
BRINKMEIER, SIRENA	22.70	23.49	24.32	25.17

STARTING RATE	12/1/2025	12/1/2026	12/1/2027	12/1/2028
HIGHWAY MAINT	17.22	17.82	18.44	19.09
HIGHWAY MAINT - CDL	20.36	21.07	21.81	22.57

ARTICLE 12

SENIORITY

Section 12.1 Definition

a. "Bargaining Unit Seniority" is defined as the length of time an employee has been continuously employed in any capacity in the Highway Department.

b. "Classification Seniority" is defined as the length of time an employee has worked in a specific job classification within the Highway Department.

Section 12.2 Accrual

a. An employee's seniority shall commence after the completion of his probationary period and shall be retroactive to the date of his last hire.

b. Bargaining Unit seniority shall accrue during a continuous authorized leave of absence without pay up to twelve (12) months or for the period of maternity leave, provided that the employee returned to work immediately following the expiration of such leave of absence; during an authorized leave of absence with pay; during a period of continuous layoff not to exceed the lesser of twelve (12) months or the length of an employee's continuous employment, if the employee is recalled into employment; and during a sick leave of up to twelve (12) months.

c. Classification seniority shall accrue during the periods specified in (b) above and during the time an employee works in a specific job classification.

Section 12.3 Loss of Seniority

An employee's seniority shall be lost when he:

a. Terminates voluntarily
b. Is discharged for just cause.
c. Willfully exceeds an official leave of absence.
d. Is laid off for a period of twelve (12) consecutive months or a period exceeding the length of the employee's continuous service, whichever is less.
e. Fails to return to work on a recall from layoff, with a reasonable time after the Employer has sent notice to him to return by letter or telegram to the last address furnished to the Employer by the employee, unless the employee has a valid reason for inability to respond.

Section 12.4 Application

Bargaining unit seniority shall apply in the computation and determination of eligibility for all benefits where length of service is a factor pursuant to this Agreement.

Classification seniority shall apply in layoffs and recalls and for scheduling of vacations as herein provided.

Section 12.5 Layoff

a. In the event of a layoff within a job classification, probationary employees within that job classification shall be laid off first without regard to their individual periods of employment. Non-probationary employees shall be the next to be laid off on the basis of their classification seniority.

b. In the event an employee is scheduled to be laid off in one classification and there exists a vacant position in another classification which the employee has the ability to perform, then bargaining unit seniority shall prevail in assigning such employees scheduled to be laid off to such vacant jobs.

Section 12.6 Recall

a. Whenever a vacancy occurs in a job classification, employees who are on layoff in that classification shall be recalled in accordance with their classification seniority in the reverse order in which they were laid off. If a vacancy occurs in a job classification where no employee in that classification has recall rights, then the laid-off employee with the most bargaining unit seniority will be recalled if he has the ability to do the work, and, if not, the next senior employee will be recalled, and so on.

b. Probationary employees who have been laid off have no recall privileges.

ARTICLE 13

HEALTH AND WELFARE

The Employer shall provide the employees covered under this Agreement with insurance for medical, hospitalization, and life.

The Employer shall cover ninety percent (90%) of the premium cost, and the employee shall be responsible for ten percent (10%).

In the event that, due to volatile insurance market conditions, it becomes necessary to modify the employee contribution rate for health insurance premiums, the Employer shall not increase the employee's required contribution to exceed twenty percent (20%) of the total premium cost for any plan offered.

Any adjustments to the employee contribution rate shall be applied uniformly and consistently across all County employees, such that no bargaining unit, department, or classification shall be subject to a higher employee contribution rate than that paid by non-represented or other represented County employees.

No change to the employee contribution rate under this provision shall be implemented unless the entire County workforce is subject to the same contribution percentage.

ARTICLE 14

VACATIONS

Section 14.1 Vacation Entitlement

All full-time, covered employees, who are not ineligible pursuant to Section 14.2 of this Article, shall be entitled to accumulate vacation time in accordance with the following schedule:

Years of Continuous service	Vacation Days Earned
1 year through 6 years, inclusive	10 Days
7 years through 9 years, inclusive	13 Days
10 years through 14 years, inclusive	15 Days
15 years or more	20 Days

Section 14.2 Vacation Eligibility

Every full-time, covered employee shall earn a specific number of hours and minutes monthly as vacation time. All newly hired personnel by the County must have completed at least one year of service before they can use accrued vacation time. Additionally, after the one-year employment anniversary, employees may carry over one (1) year of accumulated vacation into the next calendar year. After the one-year employment anniversary, earned vacation may be taken in hourly increments. All vacation time must have prior approval from the employee's supervisor.

Vacation time will be earned at the following rates:

A. Personnel with one through six years of credited service will accrue ten (10) working days or eighty (80) hours per year computed at the rate of six (6) hours and forty (40) minutes per month.

B. Personnel with seven through nine years of credited service will accrue thirteen (13) working days or one hundred four (104) hours per year computed at the rate of eight (8) hours forty (40) minutes per month.

C. Personnel with ten through fourteen years of credited service will accrue fifteen (15) working days or one hundred twenty (120) hours per year computed at the rate often (10) hours per month.

D. Personnel with fifteen or more years of credited service will accrue twenty.

E. (20) working days or one hundred sixty (160) hours per year computed at the rate of thirteen (13) hours twenty (20) minutes per month.

Employees will not be allowed to use vacation hours they have not earned and, therefore, may not have a negative balance of vacation hours. If an employee leaves the employment of Carroll County, he/she will be paid for the hours of earned vacation.

It is the responsibility of the County Engineer, or his/her designee, to keep permanent records of vacation time earned and taken so there will be no question as to the amount of accumulated time earned or taken.

Section 14.3 Vacation Pay

The rate of vacation pay shall be the employee's regular straight-time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken.

Section 14.4 Holidays During Vacation

In the event a holiday occurs during the period when an employee is on an approved vacation leave, such holiday is considered as a holiday and shall not be counted as part of the employee's vacation. The employee shall receive an additional vacation day benefit.

Section 14.5 Pay for Unused Vacation Upon Separation

Any covered employee who is separated from employment (resignation, death, retirement, or discharge) shall be compensated at the next scheduled pay period, for all unused vacation time accumulated, at his/her regular straight-time hourly rate of pay at the time of separation.

ARTICLE 15

HOLIDAYS

Section 15.1 Holiday Designation

Annually, Carroll County employees covered by this Agreement, shall enjoy the same holidays as the Carroll County Board affords the rest of the Carroll County employees, but no less than fourteen (14) holidays.

Section 15.2 Holiday Eligibility

All full-time, covered employees are eligible for holiday pay. All full-time covered employees, who are on authorized leave of absence, not to exceed thirty (30) days, who were not eligible for holiday pay and were not so paid, shall be eligible to receive holiday pay if they return to work within thirty (30) days from the date of the holiday's observance.

Section 15.3 Holiday Pay

All full-time, covered employees shall receive eight (8) hours pay at their normal straight-time rate for all scheduled holidays. Employees who work on a scheduled holiday shall be compensated at a rate of double (2) times their regular hourly rate of pay.

ARTICLE 16

SICK LEAVE

Section 16.1 Allowance

It is the policy of the County to provide protection for its covered, full-time employees against loss of income because of illness. All eligible employees are encouraged to save as much sick leave as possible to meet serious illness situations. Sick leave is not intended for one-day vacations or to extend vacation periods or holidays. Employees not using sick days per annum will receive one (1) personal day per annum, which shall not be carried over, must use the year following year earned.

Section 16.2 Sick Leave Accumulation Rate

Sick leave shall be granted at the rate of eight (8) hours or one (1) sick day per month accumulative. The County Engineer, or his designee, may require medical certification of illness, and/or fitness prior to returning to work after three (3) consecutive days of absence, signed by a physician.

All sick time must be approved by department heads and may be taken as follows:

A. In hourly increments.

B. For personal illness.

C. For the illness of an immediate family member who requires the employee's personal care and attention.

D. Enforced quarantine.

E. Accumulated sick leave may be taken as a result of pregnancy and childbirth or in the case of adoption. The normal amount of sick leave taken in such instances will be six (6) weeks, however, this period of time may be extended on advice of the attending physician or with the approval of the department head.

F. On-the-job-injuries.

G. Any employee who sustains injury on the job shall have the option to use his sick leave and/or vacation time, thereby extending his period of entitlement to full pay.

Section 16.3 Sick Leave Eligibility Requirements

Employees shall start to accumulate sick leave credit as of their date of employment and shall be eligible for said sick leave absences after completion of their probationary period.

Section 16.4 Sick Leave Pay

The rate of sick leave pay shall be the employee's regular straight-time hourly rate of pay in effect for the employee's regular job at the time the sick leave is being taken.

Section 16.5 Sick Leave Notification

It is the responsibility of each employee requesting paid sick leave to timely notify the County Engineer, or his designee.

Section 16.6 IMRF

This article is expressly subject to the sick leave provisions of the laws and regulations governing the Illinois Municipal Retirement Fund (IMRF).

Upon separation of employment, unused accumulated sick leave shall be applied to the employees IMRF account.

ARTICLE 17

ADOPTION OF CERTAIN COUNTY PROVISIONS

Carroll County Personnel Policy, as revised from time to time, are incorporated herein to the extent they do not conflict with the Articles of this Agreement.

ARTICLE 18

LEAVES OF ABSENCES

Section 18.1 Funeral Leave

In the event of a death in a covered employee's immediate family, the employee will be allowed a leave of absence. Employees will be allowed up to four (4) days leave with pay, at straight time, for time actually lost. Immediate family members are defined as including the employee's

children (including step and guardian), father, mother, spouse, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents and grandchildren.

Section 18.2 Jury Duty Leave

All covered employees called for jury duty or subpoenaed by any legislative, judicial, or administrative tribunal, shall be allowed time away from work with pay for such purposes.

Actual lost time from work, as a result of the aforementioned service, will be paid up to a limit of ten (10) consecutive days, except for jury service, wherein all lost time shall be compensated.

Such supplemental pay will be limited to a maximum of eight (8) hours per day. Supplemental pay will be limited to actual loss of earnings and will not be paid if the time of service occurs on a non-scheduled workday. Monies earned for jury duty shall be returned to the County, minus travel pay and/or witness fees.

Section 18.3 Military Leave

Military leave shall be granted in accordance with the applicable law.

Section 18.4 Personal Days

Employees shall receive two (2) personal paid leave days per each calendar year. Employees may use personal days in either full or half-day increments.

ARTICLE 19

PENSIONS

All employees covered under this Agreement, shall participate in the IMRF Pension Fund as set forth by Illinois statute.

ARTICLE 20

NO STRIKE - NO LOCKOUT

Section 20.1 Strike Prohibited

No employee shall engage in any strike, sit-in, slowdown, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Employer during the term of this Agreement.

It shall not be a violation of this Agreement, and it shall not be cause for discharge or permanent replacement, if an employee, who of his own accord refuses to go through the legal picket line of a Union; nor shall the exercise of any rights permitted by law be a violation of this Agreement.

Section 20.2 Prohibition of Union Participation

The Union, its officers, agents, representatives and members, shall not in any way, directly or indirectly, authorize, assist, encourage, participate in or sanction any strike, sit-down, sit-in, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Employer, or ratify, condone or lend support to any such conduct or action during the terms of this agreement.

Section 20.3 Union Liability Duty

In addition to any other liability, remedy or right provided by applicable l:;iw or statute, should a strike, sit-down, sit-in, slowdown, cessation or stoppage or interruption of work, boycott or other interference with the operations of the Employer occur, the Union, within twenty-four (24) hours· of a request by the Employer, shall:

a. Advise the Employer in writing that such action by the employees has not been called or sanctioned by the Union.

b. Notify employees of their disapproval of such action and instruct such employees to cease such action and return to work immediately.

c. Post notices at Union Bulletin Boards advising that it disapproves of such action and instructing employees to return to work immediately.

Section 20.4 Discharge for Violation

The Employer may discharge or discipline any employee who violates Section 20.1. and the Union will not resort to the Grievance Procedures on such employee's behalf.

Section 20.5 No Lockout

The Employer agrees that it will not lock out employees during the term of this Agreement.

Section 20.6 Further Discipline

The Employer shall have the sole and complete right to immediately further discipline or discharge any employee participating in any unauthorized strike, slowdown, walkout, or any other cessation of work in violation of this Agreement, and such employees shall not be entitled to or have any recourse to the grievance procedure. The suspension or discharge herein

referred shall be uniformly applied to all employees participating in such unauthorized activity. The employer shall have the sole right to schedule the employee's period of suspension.

Section 20.7 Employer's Judicial Remedies

Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article.

ARTICLE 21

GENERAL PROVISIONS

Section 21.1 Certification / Licences

The Employer will maintain its past practice of paying for the obtaining and renewal of required CDL licenses.

Section 21.2 Uniforms

The Employer shall furnish seasonally appropriate uniforms for all maintenance employees, and the maintenance employees shall wear said uniforms, to consist of eleven (11) complete sets - five (5) sets clean, five (5) sets at the cleaners and (1) set being worn, and the upkeep of said uniforms at no expense to the employees.

Section 21.3 Tools

Employer to pay for all special tools required to work on County equipment and will replace tools broken while working on County equipment with same brand and type of tool. Employee shall submit the broken tool with a written request for a replacement tool.

Section 21.4 Safety Apparel - Safety Shoes/Boots

The Employer to compensate employees for safety footwear (shoes, boots) or seasonal wear (excluding the Office Manager) or safety glasses in the shop or prescription safety glasses in the office, up to five hundred dollars ($500.00) annually, and shall meet OSHA standards and must be worn.

Section 21.5 Rain Gear

Employer will provide rain gear (raincoats, rubber gloves, boots, etc.) for employees and rain gear shall be in a safety orange/yellow, or some other bright, noticeable color. Employer shall provide all necessary safety equipment and tools for chemical spraying. Employer shall replace worn out rain gear for the employee upon employee delivering worn out rain gear to the Employer.

ARTICLE 22

UNION SECURITY

The County of Carroll agrees that during the term of this Agreement it shall be a condition of employment that all present and future employees covered by this Agreement become members of the Union upon completion of their probationary period or pay a reasonable service charge of representation by the Union pursuant to the Fair Share Agreement contained herein. An employee who fails to become or remain a Union member in good standing or fails to pay his fair share for Union representation shall be notified by mail at his/her last known address of his arrearage. Any such employee shall have twelve (12) days from the date of mailing to adjust any arrearage in dues or service fees. Any employee who fails to comply within the twelve (12) day period shall be terminated seventy-two (72) hours after his Employer has received written notice from an authorized representative of the Union. The Union hereby indemnifies and agrees to hold the Employer harmless against any and all claims, demands, or other forms of liability that may arise out of, or by reason of, any action taken by the Employer for the purpose of complying with the provisions of this Article.

ARTICLE 23

DUES, DEDUCTIONS AND FAIR SHARE AGREEMENT

Section 23.1 Union Dues

The Employer shall deduct from each paycheck and forward to the Union monthly a specified amount of dues for those employees signing a dues authorization card. The form will be provided by the Union. The Union shall indemnify, defend, and hold the Employer harmless against any claim, demand, suit or liability arising from any actions taken by the Employer in compliance with this Section.

The Union shall provide the Employer satisfactory proof of employee dues authorization and the amount of local membership dues. The Union shall advise the Employer of any change(s) in the amount of dues, in writing, at least fifteen (15) calendar days prior to the effective date of said change(s).

Section 23.2 Fair Share

Any present employee covered by this Agreement who is not a member of the Union shall be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process, contract administration in pursuing matter affecting wages, hours, and other conditions of employment, but not to exceed the amount of dues uniformly required

of members. All employees covered by this Agreement who are hired on or after the effective date of this Agreement, and who have not made application for membership, shall, on or after the thirtieth (30th) day of their hire, also be required to pay a fair share as defined above. The Union hereby indemnifies and agrees to hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of any action taken by the Employer for the purpose of complying with the provisions of this Article.

ARTICLE 24

ALCOHOL AND DRUG TESTING

The County agrees to abide by any and all State of Illinois and/or United States Department of Transportation regulations relative to alcohol and drug testing. The County further agrees not to exceed the testing requirements as set forth by the Federal Highway Administration, Department of Transportation regulations. (49 CFR 382,391,392 and 395 et seq.) Any alleged violation of the regulations, such as, but not limited to, testing, confirmatory testing, chain of possession or confidentiality shall be subject to the Grievance Procedure. The County will pay for any and all testing.

ARTICLE 25

PARTIAL INVALIDITY OF AGREEMENT

It is not the intent of either the Employer or the Union to violate any laws, ruling or regulations of any governmental authority or agency having jurisdiction of the subject matter of this Agreement, and the Employer and the Union agree that, in the event any provision of this Agreement is finally held or determined to be illegal or void, as being in contravention of any such laws, rulings or regulations, the remainder of the Agreement shall remain in full force and effect, unless the part so found to be void is wholly inseparable from the remaining portion of the Agreement. The Employer and the Union agree that if and when any provision of this Agreement is held or determined to be illegal or void, they will then promptly enter into lawful negotiations concerning the substance thereof. In the event the parties are unable to reach agreement within sixty (60) days following the beginning of such negotiations, the parties agree to submit the issue to final and binding grievance resolution. The grievance panel shall render decisions only on the specific issue submitted and shall have no authority to change or abrogate other conditions of this Agreement.

ARTICLE 26

WAIVER

The parties acknowledge that during the 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 within the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifying waives 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 said subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 27

TERM AND SIGNATURE

Section 27.1 Term of Agreement

This Agreement shall be effective from December 1, 2025, and shall remain in full force and effect until November 30, 2029. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party to the other not more than one hundred and twenty (120) days nor less than ninety (90) days prior to expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt

Section 27.2 Continuing Effect

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or Resolution of Grievances are continuing for a new Agreement or part thereof between the parties.

Section 27.3 Procedure on Notice of Termination

The parties agree that if either side decides to reopen negotiations upon termination, make any changes in the Agreement, the other party may so notify the other at least ninety (90) days and not more than one hundred and twenty (120) days prior to the expiration of this Agreement or the extension thereof. In the event such notice to negotiate is given, then the parties shall meet

no later than ten (10) days after the date of receipt of such notice, or at such reasonable times as are agreeable to both parties for the purposes of negotiation. All notices provided for in this Agreement shall be served upon the other party by registered mail, return receipt requested.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

FOR THE EMPLOYER:

Julie Bickelhaupt
Carroll County Board Chairman

Amy Buss
Carroll County Clerk and Recorder

Date: 3-10-26

FOR THE UNION:

Shawn Dowd, President
Teamsters Local Union 722

Ted Rowley, Secretary-Treasurer
Teamsters Local Union No. 722

Date: 3-10-26

John Moshure, Steward

DATE: 3-10-26