

COLLECTIVE BARGAINING AGREEMENT

Between

**COUNTY OF WILLIAMSON AND
WILLIAMSON COUNTY BOARD OF COMMISSIONERS**

And

**AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES
AFL-CIO, COUNCIL 31,
LOCAL NO. 3369**

For

**WILLIAMSON COUNTY ASSESSOR'S OFFICE,
EMERGENCY SERVICES DISASTER AGENCY,
HIGHWAY DEPARTMENT SECRETARY
CORONER'S OFFICE
BARGAINING UNIT**

DECEMBER 1, 2013 thru NOVEMBER 30, 2018

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PREAMBLE

This AGREEMENT is made and entered into by and between the BOARD OF COMMISSIONERS OF WILLIAMSON COUNTY, ILLINOIS (hereinafter referred to as the "County" or the "Employer") and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, COUNCIL NO. 31, LOCAL NO. 3369 (hereinafter referred to as the "Union").

This Agreement is entered into in recognition of the Union's status as the exclusive collective bargaining representative of the County's employees included in the bargaining unit defined in Section 1.1 of this Agreement, and has as its basic purpose the promotion of harmonious relations between the Employer and the Union: to encourage and improve efficiency and productivity; to prevent interruptions of work and interference with the operations of the County; the establishment of an equitable and peaceful procedure for the resolution of grievances as provided within this Agreement; and the establishment of an entire agreement covering all rates of pay, hours of work and conditions of employment applicable to bargaining unit employees during the term of this Agreement.

Therefore, in consideration of the mutual promises and covenants contained in this Agreement, the parties hereto do mutually agree as follows:

ARTICLE I **RECOGNITION AND REPRESENTATION**

Section 1.1. Recognition.

The County recognizes the Union as the sole and exclusive bargaining representative for all employees of the Williamson County Board of Commissioners, Supervisor of Assessments, Emergency Management Agency Office, and Coroners Office, including but not limited to all Computer Programmer and Technicians, Chief Deed Clerks, Secretaries, Mapper Secretary, Switchboard Operator/Clerk, Field Listers, Administrative Aide, Highway Department Secretary, and Secretary/Deputy Coroner as certified in ISLRB Case No. S-RC-95-46 and S-RC-03-062. Excluded from the bargaining unit are the Supervisor of Assessments, Assistant Supervisor of Assessments, the Solid Waste Management Director, Emergency Management Agency Director, General Assistance Caseworker III, and General Assistance Work Program Supervisor, as defined by the Illinois Public Labor Relations Act. The word "employee" as used in this Agreement shall mean only a person

included within the bargaining unit as defined in this Section 1.1, unless in the context of the language concerned, a different meaning is clearly apparent.

The County may hire temporary or short term employees for up to one year. Temporary employees shall not be used to replace bargaining unit positions, only to supplement staffing when the need arises due to circumstances beyond the control of the County. Temporary and short term employees shall be excluded from the bargaining unit.

Section 1.2. Classifications Not Guaranteed.

The classifications or job titles used by the County are for descriptive purposes only. Their use is neither an indication nor a guarantee that these classifications or titles will continue to be utilized by the County.

Section 1.3. New Classifications.

The County shall promptly notify the Union of its decision to implement any new classifications pertaining to work of a nature performed by employees in the bargaining unit. If the new classification is a successor title to a classification covered by the Agreement and the job duties are not significantly altered or changed, the new classification shall automatically become a part of this Agreement.

If the new classification contains a portion of the work now being done by any of the classifications covered by this Agreement, or whose functions are similar to employees in this bargaining unit, and the Union notifies the County of a desire to meet within ten (10) business days (days the County's administrative office is open) of its receipt of the County's notice, the parties will then meet to review the proposed classification. If the parties are unable to reach agreement as to its inclusion or exclusion from the unit, the County shall be free to implement its decision and the Union shall be free to challenge that decision before the Illinois State Labor Relations Board.

If the inclusion of the proposed classification is agreed to by the parties or found appropriate under the Illinois State Labor Relations Board, the parties shall then negotiate as to the proper pay grade for the classification, with the County free to assign a temporary pay grade pending resolution of negotiations. Article VIII (No Strike-No Lockout) shall continue in effect during these negotiations. If the parties are unable to agree on the pay grade, the impasse resolution procedures of Article XIX shall apply to the resolution of any bargaining impasse. If the parties mutually agree or if an interest arbitrator determines that the pay grade for the new classification should be higher than what was set by the County,

then any resultant pay increase shall be made retroactive to the date the new classification was filled.

Section 1.4. Duty of Fair Representation.

The Union agrees to fulfill its duty to fairly represent all employees in the bargaining unit regardless of Union membership. The Union further agrees to indemnify and hold harmless the County from any and all liability, including monetary damages, and all legal costs resulting from any failure on the part of the Union to fulfill its duty of fair representation.

ARTICLE II
NON-DISCRIMINATION

Section 2.1. Non-Discrimination.

Neither the County, 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 such employees because of lawful Union membership or non-membership activity or status.

In accordance with applicable law, neither the County, nor the Union, shall illegally discriminate against any employee covered by this Agreement because of race, sex, creed, religion, color, marital or parental status, age, national origin, physical challenges or Union membership.

ARTICLE III
UNION SECURITY AND RIGHTS

Section 3.1. Dues Checkoff.

While this Agreement is in effect, the County will deduct from each employee's paycheck once each pay period, the uniform, regular semi-monthly Union dues for each employee in the bargaining unit who has filed with the County a lawful, voluntary, effective checkoff authorization form that shall be supplied by the Union. The County will honor all executed authorization forms received no later than ten (10) working days (days the County's administration offices are open) prior to the next deduction date (date of the employee's paycheck). If a conflict exists between the checkoff authorization form and this Article, the

terms of this Article and Agreement control. An employee may also have Union assessments, fees, Union-sponsored dental programs, and P.E.O.P.L.E. contributions deducted by requesting such deductions on a form mutually agreed to by the parties. However, a minimum of seven (7) employees must participate in the Union Dental and P.E.O.P.L.E. programs for these programs to qualify for payroll deduction. Employees who elect to discontinue their participation in the Union Dental or P.E.O.P.L.E. programs may not reenlist in the program until after the following October 1. Total deductions collected for each pay period shall be remitted semi-monthly by the County to the Union, together with a list of employees for whom deductions have been made. Dues deducted shall be sent to the official address designated in writing to the County by the Union. The Union agrees to refund to the employee any amounts paid to the Union in error on account of this dues deduction provision.

A Union member desiring to revoke the dues checkoff may do so at any time with thirty (30) calendar days notice to the County and the Union. Dues shall be withheld and remitted to the Union unless or until such time as the County receives a notice of revocation of dues checkoff from an employee, or notice of an employee's death, transfer from covered employment, termination of covered employment, or when there are insufficient funds available in the employee's earnings after withholding all other legal and required deductions. Information concerning dues not deducted under this Article shall be forwarded to the Union, and this action will discharge the County's only responsibility with regard to such cases. Deductions shall cease at such time as a strike or work stoppage occurs in violation of Article VIII (No Strike-No Lockout).

The actual dues amount to be deducted shall be certified in writing to the County by the Union, and shall be uniform in dollar amount for each employee in order to ease the County's burden of administering this provision. The Union will give the County thirty (30) calendar days notice of any such change in the amount of uniform dues to be deducted.

Section 3.2. Fair Share.

During the term of this Agreement, employees who are covered by this Agreement but not members of the Union shall, upon their date of hire, pay a fair share fee to the Union for collective bargaining and contract administration services rendered by the Union as the exclusive representative of the employees covered by this Agreement, provided that the fair share fee shall not exceed the dues attributable to being a member of the Union. Such fair share fees shall be deducted by the County from employees covered by this Agreement but not members of the Union and remitted to the Union with the same

frequency and in the same manner as dues are deducted for Union members.

The Union agrees to assume full responsibility to insure full compliance with the requirements laid down by the United States Supreme Court in such cases as Chicago Teachers Union v. Hudson, 105 U.S. 1066 (1986), with respect to the constitutional rights of fair share fee payers as well as all applicable provisions of the Illinois Public Labor Relations Act and rules and regulations promulgated thereunder relating to fair share fees.

It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the Union with respect to fair share fee payers, shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall direct the Union to pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Union.

If the affected non-member and the Union are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois State Labor Relations Board and the payment shall be made to said organization.

Section 3.3. Union Indemnification.

The Union shall indemnify, defend and hold harmless the County and its officials, representatives and agents against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the County in complying with the provisions of this Article, or in reliance on any list, notice, certification, or assignment furnished under Sections 3.1 and 3.2. If an improper dues or fair share deduction is made, the Union shall refund directly to the employee any such amount.

Section 3.4. Bulletin Boards.

The County will make available bulletin board space for the posting of official Union notices at each work location which are not political, partisan, or defamatory in nature. This bulletin board space shall be for the sole and exclusive use of the Union, whose officers will be responsible for maintaining same in a neat and orderly fashion. The Union will limit the posting of Union notices on County premises to these Union bulletin boards. The Union bulletin board shall be located in the Williamson County Courthouse break room and at the Emergency Management Agency Office.

Section 3.5. Distribution of Union Literature.

During a bargaining unit employee's non-work hours, he shall be permitted to distribute to other bargaining unit employees, during their non-work hours, Union literature related to the Union's functions as the exclusive bargaining representative for employees covered by this Agreement.

Section 3.6. Union Officers and Other Representatives.

For purposes of this Agreement, the term "Union Officers" shall refer to the Local Union's duly elected President, Vice-President, Secretary and Treasurer and Executive Board Members. The Union will maintain, and keep current, with the County a complete written list of its Officers, non-employee staff representatives and other agents (including their addresses and telephone numbers) who will deal with the County.

Section 3.7. Union Activity and Access to Premises.

The Union agrees that it will not: solicit Union membership; except as otherwise specified in this Article, carry on other Union activities at the County during the normal working hours of any employee involved; carry on such activities in the non-public work areas of County premises at any time or in any manner as to interfere with the efficient operation of the County.

The County agrees that local representatives, officers and AFSCME staff representatives shall have reasonable access to the premises of the County, giving notice upon arrival to a County Board member or in their absence the appropriate County representative. Such visitations shall be for the reason of the administration of this Agreement. By mutual agreement with the County, in an emergency situation, Union staff representatives or local Union representatives may call a meeting during work hours to prevent, resolve or clarify a problem, provided the meeting does not interfere with the efficient operations of the County.

Section 3.8. Union Orientation.

By mutual agreement regarding time and place with the County, the Union shall be allowed to orient, educate and update each employee, one time for up to one (1) hour during the term of the contract, for the purpose of informing employees of their rights and obligations under this Collective Bargaining Agreement, without loss of pay for the employee involved.

Such attendance by employees shall be on a voluntary basis. New hires shall be included in such orientation during the first week of their orientation or training. The County shall inform the Union of all such hiring(s) and the Union shall inform the County of the Union

representative who will carry out the Union orientation.

ARTICLE IV
MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the County shall retain all traditional rights to manage and direct the affairs of the County in all respects; to manage and direct its employees; to make and implement decisions with respect to the operation and management of the County; as well as including all rights and authority possessed or exercised by the County prior to the recognition of the Union as the exclusive collective bargaining representative for the employees covered by this Agreement. These rights include, but are not limited to, the following:

- A. To plan, direct, control and determine all operations and services of the County;
- B. To determine the County's mission, objectives, policies and budget, and to determine and set all standards of service;
- C. To supervise and direct employees and their activities as related to the conduct of County business;
- D. To establish and enforce reasonable work rules and regulations;
- E. To schedule and assign work;
- F. To establish qualifications for employment, to hire; to transfer, schedule and assign employees in positions within the County, and to create, combine, modify and eliminate positions within the County;
- G. To suspend, discharge and take other disciplinary action against employees for cause (probationary employees without cause);
- H. To lay off or relieve employees due to lack of work, funds, or other legitimate reasons;
- I. To maintain efficiency of County operations;
- J. To establish work and productivity standards;

- K. To introduce new or improved methods or facilities;
- L. To change, relocate, modify or eliminate existing programs, services, methods, equipment or facilities at the discretion of the County;
- M. To determine the kinds and amounts of services to be performed as pertains to County operations;
- N. To contract out for goods or services other than those services normally performed by bargaining unit employees or as provided in this Agreement;
- O. To determine the methods, means and personnel by which County operations are to be conducted; and
- P. To take whatever action is necessary to carry out the functions of the County in situations of emergency.

ARTICLE V
SUBCONTRACTING

During the term of this Agreement, the Employer will not contract out services normally performed by bargaining unit employees, provided, however, that this shall not in any way limit or interfere with the County's ability to subcontract in emergency circumstances.

For work other than services normally performed by bargaining unit employees, the Employer reserves the right to contract out any such work it deems appropriate in the exercise of its best judgment and consistent with the County's lawful authority under Illinois statutes. The County retains the right to contract out any such work for any reason, including but not limited to cost savings, improved work product, lack of appropriate equipment or sufficiently trained personnel to perform the work in an efficient, timely manner, or emergency circumstances.

ARTICLE VI
DISCIPLINE AND DISCHARGE

Section 6.1. Discipline.

Disciplinary action or measures shall include the following: oral reprimand; written reprimand; suspension and/or discharge, with notice to be given in writing. The County

recognizes the basic tenants of progressive and corrective discipline and will follow a policy of progressive discipline for minor disciplinary infractions.

Disciplinary action may be imposed upon an employee only for failing to fulfill his responsibilities as an employee and for just cause. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure. Employees and the Union Steward shall be given immediate notice by the County when a formal, written warning or other disciplinary documentation is permanently placed in their personnel file.

If the County has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Section 6.2. Oral Reprimand, Written Reprimand.

In cases of oral reprimand and written reprimands, the supervisor must: inform the employee that they have the right to a Union representative that he is receiving an oral reprimand; provide the reasons for the reprimand; provide the type of conduct desired to be corrected; provide suggestions on how to improve the employee's work performance or conduct.

Section 6.3. Pre-Discipline Meetings.

For discipline other than oral and written reprimands, prior to notifying the employee of the contemplated discipline to be imposed, the County shall notify the Local Union of the meeting, further a Local Union representative shall be available within twenty-four (24) hours of notification. The County shall then meet with the employee involved to inform him of the reason for such contemplated discipline and will provide the employee any names of witnesses and copies of pertinent documents. The employee shall be informed of his contract rights to Union representation and shall be entitled to such if so requested. The employee and local Union representative shall be given the opportunity to rebut or clarify the reasons for such discipline. If the employee does not request Union representation, a local Union representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings. The measure of discipline and the statement of reasons may be modified, especially in cases involving suspension and/or discharge, after investigation of the total facts and circumstances. But once the measure of discipline is determined and imposed, the County shall not increase it for the particular act of misconduct which arose from the same facts and circumstances.

Section 6.4. Right of Representation.

Before conducting a disciplinary meeting as specified in Section 6.3, the employee may request that a Union representative be present. The employee may not insist that any particular Union representative be present if the requested Union representative is unable to meet within twenty-four (24) hours. It is not the intent of the parties to convert such meetings into adversarial proceedings. The role of the Union representative is to assist the employee. The representative may also attempt to clarify the facts or suggest other individuals who may have knowledge of them. The County retains the right to insist on hearing the employee's own account of the matter(s) under investigation. This Section does not apply to meetings at which discipline is simply to be administered. The Union representative and the employee will be given paid time off if the meeting is conducted during normal work hours for the employee.

Section 6.5. Removal of Discipline.

Any oral or written reprimand shall be removed from an employee's record if: from the date of the most recent discipline, one (1) year passes without an employee receiving an additional oral or written reprimand or other discipline. Such removal shall be only at the written request of the employee. Disciplinary suspensions may not be removed from an employee's record.

ARTICLE VII
GRIEVANCE PROCEDURE

Section 7.1. Definition.

A grievance is defined as a complaint arising under and during the term of this Agreement, raised by an employee or the Union against the County that there has been an alleged violation, misinterpretation or misapplication of an express provision of this Agreement.

Section 7.2. Procedure.

If an employee and his immediate supervisor are unable to resolve a grievance informally, the grievance shall be processed according to the following procedure. If a grievance alleges the same contract violation, same underlying facts and seeks the same remedy for a group of two (2) or more employees then the Union may process one grievance on behalf of all employees in the said group. Such a group grievance shall be filed at Step 2 within the time limits specified in Section 7.5. Grievances involving a discharge or layoff may also be filed at Step 2 within the time limits specified in Section 7.5. By mutual agreement of the Union and the County, other grievances can be filed at Step 2, commensurate with the

level at which the action giving rise to the grievance was initiated; or where for other reasons it cannot be resolved at a preliminary step; or where it may become moot due to lapse of time necessary to process the grievance starting at Step 1. The County shall provide the Union with access to information related to the processing of grievances. For purposes of this Article, the term "working days" shall be defined as days the County administrative offices are open.

Step 1: Any employee or Union Officer who has a grievance shall submit the grievance in writing on a mutually agreed to form to the employee's immediate supervisor, who is not a member of the bargaining unit, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the fact(s), and/or the provision(s) of this Agreement which are alleged to have been violated, and the specific relief requested. All grievances must be presented no later than ten (10) working days from the date of the occurrence of the event first giving rise to the grievance or within ten (10) working days after the employee or the Union could have become aware of the occurrence of the event first giving rise to the grievance. The immediate supervisor shall render a written response to the grievant and the County Board within seven (7) working days after the grievance is presented.

Step 2: If the grievance is not settled at Step 1 and/or the Union wishes to appeal the grievance to Step 2 of the Grievance Procedure, it shall be submitted by the Union in writing to the County Board within ten (10) working days of denial of Step 1. The County Board, as the Employer, shall investigate the grievance. In the course of the investigation the County Board, or its designee, shall meet to discuss the grievance within fifteen (15) working days with the Union, unless the time limit is mutually extended. If no settlement of the grievance is reached, the County Board shall respond in writing to the Union within seven (7) working days following the meeting, unless the time limit is mutually extended.

Section 7.3. Arbitration.

If the grievance is not settled in Step 2 and/or the Union wishes to appeal the grievance from Step 2 of the Grievance Procedure, the Union may refer the grievance to arbitration, described below, by delivering a written request for arbitration to the County Board within ten (10) working days of receipt of the County's written answer as provided to the Union at

Step 2 or within ten (10) working days of when the answer was due in Step 2.

- A. The parties shall attempt to agree upon an arbitrator within ten (10) working days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said ten (10) working days, either or both parties shall request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators, each of whom must be a member of the National Academy of Arbitrators. Each party retains the right to reject one (1) panel in its entirety and request that a new panel be submitted. Both the County and the Union shall have the right to strike three (3) names from the panel. One party shall first strike one (1) name, the other party shall then strike one (1) name. The process will be repeated twice and the remaining named person shall be the arbitrator. The parties shall alternate striking the first name, with the Union striking first in the first grievance arbitration during the term of this Agreement.
- B. The parties shall notify the Federal Mediation and Conciliation Service of the person selected as arbitrator, who shall then be notified by the Federal Mediation and Conciliation Service of his selection and shall be requested to set a time and place for the hearing, subject to the availability of the Union and County representatives.
- C. The County and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The County and the Union retain the right to employ legal counsel.
- D. The arbitrator shall submit his decision in writing within forty-five (45) calendar days following the close of the hearing or the submission of briefs by the parties (if any), whichever is later.
- E. More than one grievance may be submitted to the same arbitrator only if both parties mutually agree to do so in writing.
- F. The parties by mutual agreement may utilize expedited arbitration procedures.
- G. The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the County and the Union. Each party shall be responsible for compensating its own representatives and witnesses.

Section 7.4. Limitations on Authority of Arbitrator.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide on the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue as jointly submitted by the parties, or, in the absence of a stipulation of the issue, as raised by the grievance as submitted in writing at Step 2. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable state or federal laws or of rules and regulations of state or federal administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the County under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section 7.4 shall be final and binding on the County, the Union and the employees covered by this Agreement. No decision or remedy proposed by the arbitrator shall be retroactive beyond the beginning of the time for filing a grievance at Step 1 (maximum of ten (10) working days before the grievance was filed at Step 1).

Section 7.5. Time Limit for Filing.

No grievance shall be entertained or processed unless it is submitted at Step 1 (or at a higher step if initially filed at a higher step) within ten (10) working days after the occurrence of the event first giving rise to the grievance or within ten (10) working days after the employee or the Union could have become aware of the occurrence of the event first giving rise to the grievance.

If a grievance is not presented by the employee or the Union within the time limits set forth above, it shall be considered "waived" and may not be pursued further. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered denied. If the County does not hold a meeting or answer a grievance or an appeal thereof within the specified time limits, the grievant may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article. The parties may also agree in writing to allow a grievance to be settled without precedent or prejudice. Grievances which are withdrawn by the parties shall be considered withdrawn without precedent or prejudice.

Section 7.6. Processing of Grievances.

The names of authorized Union representatives who may represent employees at each

step of the Grievance Procedure shall be certified in writing to the County by the Union.

The parties shall endeavor to schedule grievance meetings specified in Section 7.2 at times which do not interfere with the work of bargaining unit members whose presence is necessary at the particular meeting in question. If, however, a meeting is scheduled at the request or consent of the County during work hours, a maximum of two (2) employees (the grievant and/or Union Officer) shall be released from duty to attend the meeting without any loss of pay.

Release time shall not be granted without prior approval of the County to employees for the investigation of, preparation for, or processing of any grievance, provided that such approval will not be denied unreasonably.

In the case of a grievance over a work assignment or other directive, the employee shall perform his assigned work first and grieve later, unless the employee reasonably believes that the assignment or direction unreasonably endangers his personal safety.

Section 7.7. Miscellaneous.

No member of the bargaining unit shall have any authority on behalf of the County to settle or respond to a grievance being processed in accordance with the Grievance Procedure set forth in this Article. Moreover, no action, statement, agreement, settlement, or representation made by any member of the bargaining unit regarding the County's obligations or rights under this Agreement shall impose any obligation or duty or be considered to be authorized by or binding upon the County unless and until the County has agreed thereto in writing.

ARTICLE VIII
NO STRIKE-NO LOCKOUT

Section 8.1. No Strike.

Neither the Union nor any officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, secondary boycott, residential picketing, slow down, sit down, concerted stoppage of work, concerted refusal to perform overtime, or any other intentional interruption or disruption of the operations of the County at any location, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the County. The failure to impose a penalty in any instance is not a waiver of such right in any other

instance nor is it a precedent. The Union and its officers and representatives will cooperate with the County in taking whatever affirmative action is necessary to direct and urge any employee who violates this Article to return to work.

Section 8.2. No Lockout.

The County will not lock out any employees during the term of this Agreement.

ARTICLE IX
SENIORITY, LAYOFF AND RECALL

Section 9.1. Definition of Seniority.

Seniority shall consist of an employee's length of continuous employment in a position covered by this Agreement since his last date of hire, except, in the event of layoffs, seniority shall be defined as the length of continuous service within the affected office. Seniority shall accumulate during all authorized paid leaves of absence. Seniority credit shall not continue to accrue from the first day of any layoff or authorized unpaid leave of absence of sixty (60) days or more. Whenever two (2) or more employees have identical seniority dates, their relative seniority order shall be established by the drawing of numbers. The employee who draws number one shall be first in seniority, the employee who draws number two shall be second, and so on. The drawings will be conducted by the County with a representative of the Union present as a witness.

Section 9.2. Probationary Period.

All new employees and those hired after loss of seniority shall be considered probationary employees until they have completed a probationary period of six (6) months of employment. If for any reason an employee has not completed state-mandated training or equivalent schooling during his first six (6) months of employment, it is understood that his continued employment shall be contingent on successful completion of such training. During an employee's probationary period, the employee may be suspended, laid off or terminated without cause at the sole discretion of the County. Such probationary employee shall have no recourse to the grievance or arbitration procedure to contest such a suspension, layoff or termination. At the request of the Union the County shall normally discuss the termination of the probationary employee with the Union, provided the request is made in writing within two (2) working days following the termination.

There shall be no seniority among probationary employees. Upon successful completion

of the probationary period, an employee shall acquire seniority which shall be retroactive to his last date of hire with the County in a position covered by this Agreement.

Employees who are promoted to a higher classification shall serve a ninety (90) day promotional probation. If, during the promotional probation period, an employee is unable to satisfactorily perform his new position he shall be returned to his previously held classification without any loss of seniority.

Section 9.3. Seniority Upon Return to the Bargaining Unit.

If an employee is appointed by the County to a position outside of the bargaining unit and is subsequently returned to a bargaining unit position by the County within twelve (12) months, the employee shall not be credited with the service outside of the bargaining unit.

If the employee returns to the bargaining unit after more than twelve (12) months, the employee shall be considered a new employee in the bargaining unit for the purpose of vacation accrual.

Section 9.4. Seniority List.

On or about October 1 and March 1 of each year, the County will provide the Union with a seniority list of all employees in the bargaining unit setting forth each employee's seniority date, and current position. The County shall adjust any errors in the seniority list brought to the attention of the County in writing within fourteen (14) calendar days after the seniority list is posted.

Section 9.5. Layoff.

The County, by its sole discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees shall be laid off in the inverse order of their seniority unless compliance with state or federal laws, skills, qualifications, experience and physical ability to perform the specific job requires otherwise. The County agrees to inform the Union in writing not less than thirty (30) calendar days prior to a layoff and to indicate in the notice the names and job classifications of employees to be laid off. Any probationary employees covered by this Agreement must be laid off first, then regular full-time employees shall be laid off as provided above. Individual employees shall receive notice in writing of the layoff not less than fourteen (14) calendar days prior to the effective date of such layoff.

Section 9.6. Recall.

Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled in the reverse order of their layoff. For example, the last one laid off shall be the first one recalled, provided the employee possesses the skill, qualifications, experience and physical ability to perform the work to which he is being recalled for, without further training (with the exception of routine on-the-job refresher instruction and any new training or certification requirements imposed for the position since the employee was laid off).

Employees who are eligible for recall shall be given notice of recall either by actual notice or written notice delivered by certified mail, return receipt requested. Upon receipt of the notice of recall, the employee shall have three (3) working days (i.e., days the County's administrative offices are open) to notify the Supervisor of their acceptance of the recall. The employee shall have five (5) working days thereafter to report to duty.

The County shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of each employee eligible for recall to provide the Supervisor or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice his name shall be removed from the recall list. If the County has not heard from the employee within seven (7) calendar days of mailing a properly addressed notice of recall, the employee's name shall be removed from the recall list.

Section 9.7. Job Openings and Transfers.

In the event a permanent job vacancy occurs within a position covered under this Agreement, which the County elects to fill on more than a temporary basis, notice of such vacancy will be posted on the two (2) bulletin boards where employees notices are posted for a period of ten (10) working days, not counting the day the notice is first posted. During this posting period, employees including those on layoff may apply for the vacancy. During the posting period the County shall accept applications from employees covered under this Agreement, laid off employees, and outside applicants.

When selecting from the applicants the County shall give preference to the most senior employee in the bargaining unit, where qualifications are relatively equal. Qualifications may include education, training, physical fitness and ability to perform the work in a satisfactory manner with proper orientation.

Any employee who is transferred or bids into a position will serve a ninety (90) day probationary period in his new position. If the County is not satisfied with the employee's performance in his new assignment during the probationary period, or if the employee requests to return to his former position, the employee will be returned to the position from which he was transferred.

Temporary vacancies are defined as job vacancies that may periodically develop in any job classification that do not exceed fourteen (14) calendar days. Job openings that recur on a regular basis and/or that remain open more than fourteen (14) calendar days at a time shall not be considered temporary openings.

When a new job classification is created, and it has been determined that it shall be covered by this Agreement, it shall be posted and filled in accordance with this Section.

Section 9.8. Termination of Seniority.

Seniority for all purposes and the employment relationship shall be terminated if the employee:

- A. quits;
- B. is discharged and not reinstated;
- C. retires or is retired;
- D. falsifies the reason for a leave of absence or is found to be working for another employer during a leave of absence without written permission from the County, which shall be deemed a quit;
- E. fails to report to work at the conclusion of an authorized leave of absence or vacation for three (3) consecutive working days, which shall be deemed a quit;
- F. is laid off and fails to respond to a notice of recall within three (3) working days after receiving notice of recall or otherwise does not timely respond to a notice of recall as provided in Section 9.6. Recall;
- G. is laid off or for any other reason does not perform bargaining unit work for the County for a period of two (2) years, except as provided in Section 9.3. Seniority Upon Return to the Bargaining Unit; or
- H. is absent from work for three (3) consecutive working days without notification to or authorization from the County, which shall be deemed a quit, except for good cause shown due to circumstances

beyond the control of the employee.

ARTICLE X
HOURS OF WORK AND OVERTIME

Section 10.1. Regular Hours.

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

Section 10.2. Work Period.

The work period is defined as a regularly recurring period of seven (7) days beginning at 12:00 a.m. on Sunday and ending at 11:59 p.m. the following Saturday.

Section 10.3. Work Day.

Up to seven (7) consecutive hours of work within a 24-hour period constitutes a regular work day except eight (8) consecutive hours of work within a 24-hour period constitutes a regular work day for the Highway Department Secretary.

Section 10.4. Work Shift.

All employees shall be scheduled to work on a regular work shift in each 7-day work period. An employee shall normally be assigned to work thirty-five (35) hours in each work period as their regular shift. Shifts shall be defined as 8:00 a.m. - 4:00 p.m. Monday - Friday with Saturday and Sunday off.

The Highway Department Secretary shall normally be assigned to work forty (40) hours in each work period as his/her regular shift.

The County may request employees to begin their work shift earlier or later than normal. However, employees shall not be mandated to do so. The Employer may create new shifts, other than those listed above. Any new shifts shall not be implemented until the Employer has fulfilled its obligation to bargain with the Union over this change. Employee's hours of work shall not be changed for disciplinary or punitive reasons.

Section 10.5. Overtime.

The need for overtime shall be determined at the sole discretion of the County. All work performed or where the employee has paid absences that total in excess of 40 hours per

week; or on Saturday and Sunday, when Saturday and Sunday is not part of the employee's regular work week, shall be paid at one and one-half (1 ½) times the regular straight-time hourly rate of pay. Work performed between 35 and 40 hours per week, which is not covered above, shall be compensated at straight time in the form of compensatory time. All overtime in excess of forty (40) hours may be requested by the employee in the form of cash or compensatory time.

In addition, travel time to and from Employer or State-mandated training shall be paid at overtime rates to the extent required by the FLSA and applicable rules and regulations. Overtime shall be paid in fifteen (15) minute increments as provided by the FLSA. Time off without pay is not counted for purposes of calculating the hours worked in a workweek.

The employer or his designee shall offer overtime assignments first to the employee performing the job and thereafter by seniority, provided the employee has the then present ability to perform the required work without further training. In the event that such offers of overtime are not accepted by such employees, the Employer may mandatorily assign such overtime by reverse seniority.

The Employer shall maintain an overtime roster on a rotating seniority basis. Whether an employee accepted or rejected an overtime opportunity, the individual will be rotated to the bottom of the list until all employees have reasonably been afforded the opportunity to work overtime.

Section 10.6. Payment For Accumulated Comp Time.

Employees shall schedule comp time to be taken prior to the end of the first pay period in November of each year. Comp time not used by that time shall be liquidated and paid to the employee on his regular pay check. All comp time earned after the first pay period in November shall be carried over into the next fiscal year.

Section 10.7. Meal Periods.

All full-time employees shall be granted an unpaid lunch period of one (1) hour during each shift. Employees required to work through their lunch break shall be paid at the overtime rate for time worked.

Employees are encouraged to take their meal periods away from the Department/Office in designated areas, or away from the Courthouse. Meals will not be permitted to be eaten in the lobby of the Courthouse.

Section 10.8. Court Time.

Employees required to attend court outside of their regularly scheduled working hours on behalf of the County and in connection with their duties as an employee, shall be compensated in accordance with Section 10.5 for all hours worked, with a minimum of two (2) hours, unless the time is an extension of the employee's regularly scheduled work shift.

Section 10.9. Call Back.

A call back is defined as an official assignment of work which does not continuously precede or follow an employee's regularly scheduled work hours. An employee called back to work after having left work shall be paid for all hours actually worked at one and one-half (1-1/2) the employee's regular straight-time hourly rate of pay, with a minimum of two (2) hours, unless the time extends into the employee's regularly scheduled work shift.

Section 10.10. No Pyramiding.

Compensation shall not be paid (nor compensatory time taken) more than once for the same hours under any provision of this Article or Agreement.

Section 10.11. Application of This Article.

This Article is intended only as a basis for calculating overtime payments and nothing in this Agreement or Article shall be construed as a guarantee of hours of work per day, per week, or per work period.

**ARTICLE XI
HOLIDAYS**

Section 11.1. Holiday Designation.

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

- | | |
|----------------------------------|------------------------|
| New Years Day | Columbus Day |
| Martin Luther King Jr. Birthday | Veteran's Day |
| Washington's Birthday | Thanksgiving Day |
| Lincoln's Birthday | Day after Thanksgiving |
| Good Friday | Memorial Day |
| Christmas Day | Independence Day |
| General Election Day | Labor Day |
| (when House of Reps. is elected) | |

And any additional days the County Board of Commissioners or it's Chairman proclaims as holidays.

In no circumstances will an employee be paid more than once for a designated holiday during the fiscal year.

Section 11.2. Holiday Pay.

Employees shall be compensated for holidays as follows:

- (1) When an employee's regularly scheduled day off falls on the actual day of a holiday, he shall be paid a regular days' pay, at the straight-time rate, as holiday pay.
- (2) When an employee's regular workday falls on the actual day of a holiday, he shall receive the regular days' pay, at the straight-time rate, as holiday pay.
- (3) Should an employee be required to work a holiday the full-time employee shall receive his regular days' pay plus one and one-half (1-1/2) times his regular salary for the first seven (7) hours worked.

Section 11.3. Eligibility Requirements.

To be compensated for a holiday an employee must work the regularly scheduled work day before and after the holiday, unless the absence is approved by the County.

ARTICLE XII
VACATIONS

Section 12.1. Vacation Schedule.

An employee's period of computation and vacation eligibility allowance shall be computed from his most recent date of beginning continuous full-time employment in a position covered by this Agreement ("anniversary date"). Vacation cannot be taken before it is earned and cannot be taken prior to the completion of one year of service. Regular full-time employees who have been employed by the County as indicated below, shall be entitled to a vacation with pay as follows:

**Years of Continuous
Service as a Full-Time
Bargaining Unit Employee**

**Amount of Vacation Time Off
Per Year Stated in Terms of:**

**No. of
Workdays**

Less than one (1) year	0 days
After completion of 1 year	10 days
After completion of 5 years	15 days
After completion of 10 years	20 days

Section 12.2. Eligibility.

Employees will not accrue vacation benefits from the first day of any layoff or unpaid absence from active employment which continues uninterrupted for a period of thirty (30) calendar days or more.

Section 12.3. Vacation Pay.

All vacation pay shall be made on the regular payday at the employee's regular straight-time rate of pay in effect immediately prior to the beginning of the employee's scheduled vacation. If an employee quits or is otherwise terminated, the employee shall be paid for all accrued but unused vacation.

Section 12.4. Vacation Scheduling.

On or before October 15 of each year, the County shall post a vacation sign up sheet. Employees shall select those weeks during the upcoming fiscal year (December 1 through November 30) they desire for vacation. During the first thirty (30) days the list is posted, seniority as defined in Article IX of this Agreement shall determine which employee is entitled to a particular week in the event two or more employees want to schedule vacation during the same week. No employee shall exercise his seniority to obtain priority in scheduling more than two (2) weeks of vacation per fiscal year. Ordinarily, vacations picked from October 15 to November 15 shall be scheduled in one-week time blocks, where there are conflicting requests for the same time off during a given week.

After this October 15 to November 15 thirty (30) day period, vacations shall be scheduled exclusively on a first-come, first-served basis, and seniority shall not determine which employee is entitled to any of the remaining weeks that are open for vacations, except where two or more employees have requests for the same time off pending simultaneously.

Vacation time shall be used in no less an increment than one-half (1/2) day.

Vacation allowances are earned on an anniversary year basis. Vacations to be scheduled and taken during a given fiscal year are vacation allowances that have been earned by the time the vacation is actually taken.

Section 12.5. Vacation Carryover.

Employees shall utilize at least (1/2) one-half of their annual accumulation of vacation time within one year of accumulation. If they fail to use at least (1/2) of their annual accumulation of vacation time within one year of accumulation such time shall be lost. Employees may elect to liquidate in cash at the employee's current rate of pay on the last pay period of the fiscal year the other (1/2) of their accumulated vacation time or employees may elect to carry over up to one week of accumulated vacation time. If the employee elects to carry over any accumulated vacation time they must use the carried over time within one year or they will lose the amount of vacation time they carried over.

Annual Accumulation:	Use or loose at least:	cash out up to:	carry over up to:
10 days	5 days	5 days	5 days
15 days	7.5 days	7.5 days	5 days
20 days	10 days	10 days	5 days

For example: If I am a 7 year employee I will earn 15 vacation days per year. I must use or loose at least 7.5 days within one year of accumulation. I can cash out up to 7.5 days one year after I accumulate it if I don't use it. Or I can cash out 2.5 days and carry over 5 days. The next year I must use or loose at least 12.5 days within the year following the date when I carried over the 5 days. 12.5 days will include (1/2) of my annual vacation accumulation and the 5 days I carried over from the prior year.

ARTICLE XIII
SICK LEAVE

Section 13.1. Allowance.

It is the policy of Williamson County to provide protection for its 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 vacation or to be used to extend vacation periods or holidays.

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 in accordance with this Agreement.

An employee may also utilize sick days to care for members of his immediate family who are residents of the employee's household and who are seriously ill and in need of the employee's attention. Members of the immediate family for purposes of this Article are defined to be the employee's parents (including step), spouse, child (including step or adopted children), sibling (including half or step), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparent or grandchild.

Section 13.2. Accrual and Accumulation.

Sick leave may accumulate from year to year. Sick leave will be earned at the rate of one day per month.

Accumulated sick leave days for employees with the minimum eight years requirement for an IMRF pension shall not be compensable in any manner upon separation from employment. Employees will be entitled, however, to an extension of their pension service period at the rate of one month for every 20 days of unpaid, unused sick leave or fraction thereof, not to exceed 240 days (one year at ending employees salary value). See: IMRF Section 5/benefits, page 7. This credit will only apply to an employee's retirement and will not be compensated for in any other manner. Should an employee choose upon or after separation of employment to withdraw their accumulated IMRF pension funds thus making themselves not eligible to receive a pension under that system, the employee shall not be compensated in any way for the sick leave accumulated.

However, for employees under the minimum eight years of service for an IMRF pension please note that converted sick leave service cannot be used to meet the required

minimum eight years and will have to be purchased back from those employees. The employee will receive 50% of the value for each unused accumulated sick day, example: 4 days x 50% = two (2) days pay. The maximum number of days which may be purchased will be 64.

Employees shall not continue to accrue additional sick leave benefits from the first day of any layoff or other paid or unpaid absence from active employment which continues uninterrupted for a period of sixty (60) calendar days or more.

Section 13.3. Notification.

Notification of absence due to sickness shall be given to the employee's immediate supervisor as soon as possible on the first day of absence. Failure to properly report an illness shall be considered an absence without pay and may subject the employee to discipline.

Section 13.4. Utilization.

Sick leave cannot be taken before it is actually earned. Sick leave shall be used in no less an increment than one-half (1/2) workday.

Sick leave may be utilized by employees when they are sufficiently ill so that good judgment would determine it best not to report for work or in the event of injury not arising out of or during the course of their employment.

Employees who are unable to return to work upon expiration of sick leave benefits and after exhausting all other authorized paid time off must request, in writing, a leave of absence without pay. Failure to make a timely request for such an unpaid leave of absence will result in termination, as provided in Section 9.8.

Any employee who does not utilize any unscheduled sick leave during a fiscal year will earn one Personal Day to be used within the next fiscal year on a date of the employee's choice. Unscheduled sick leave is defined as any sick leave used that is not scheduled and approved prior to the date on which the sick leave is used.

Section 13.5. Medical Examination and Other Procedures.

The County may, where there is legitimate reason to suspect abuse or for an absence of three (3) consecutive work days or more, require an employee seeking to utilize sick leave to submit a physician's certification of illness and/or to submit at any time during such leave to an examination by an independent and unbiased physician designated by the County. If

it is a family member who is sick, the County may require a physician's certification of the family member's illness from the family's personal physician. Examinations administered by an independent and unbiased physician selected by the County shall be paid for by the County to the extent such costs are not covered by insurance.

The County may require a written verification substantiating that the employee is fit to return to work for any absence of three (3) consecutive working days or more. Notice of an employee's intent to return to work after an extended illness of three (3) working days or more must be given to the County no less than twenty-four (24) hours in advance.

The County shall maintain a record of sick leave accrual, sick leave taken, and the balance of sick leave allowance available for the individual employees.

Section 13.6. Sick Leave Donations.

Employees of the bargaining unit shall be allowed to voluntarily donate accumulated sick time to another employee who has utilized his/her sick time and is still unable to report to work due to a continuing illness or injury.

ARTICLE XIV
OTHER LEAVES OF ABSENCE

Section 14.1. Discretionary Leave.

The County may grant leaves of absence, without pay or salary, to employees covered by this Agreement for: job related reasons such as further training or study to enable the employee to perform their usual and customary duties with greater efficiency and expertise; for prolonged illness of the employee, spouse, child(ren) or childbirth.

The County may assure an employee who is granted such leave that the employee's position will be restored to him at the conclusion of his leave. The employee's position could be terminated if during the period of such leave the employee's position were to be eliminated. In that event, any person hired by the County to fill the employee's position, or to perform his usual and customary duties during the employee's leave will be discharged so as to permit such employee to resume his employment by the County.

No leave shall be granted for a period exceeding one hundred eighty (180) consecutive calendar days, nor shall any employee be granted a leave totaling more than one hundred eighty (180) days in a given calendar year without the approval of the County.

An employee on leave will not accrue any benefits whatsoever.

Section 14.2. Bereavement Leave.

The County agrees to provide to employees leave without loss of pay as a result of death in the family, not to exceed three (3) consecutive working days, immediately following the death of a member of the immediate family. A member of the immediate family shall be defined to be any employee's: parent, including step; spouse; child, including step or adopted; sibling, including step or half; father or mother-in-law; son or daughter-in-law; grandparent; or grandchild. The County agrees to provide to employees up to a one day leave without loss of pay as a result of the death of the employees brother-in-law or sister-in-law, aunt/uncle, or niece/nephew if the day of the funeral falls on the employees normal work day.

Section 14.3. Short Term Military Leave.

Any employee covered by the terms of this Agreement who is a member of a reserve force of the Armed Forces of the United States, or the State of Illinois, and who is ordered by the appropriate authorities to attend training programs or perform assigned duties shall be granted a leave of absence, without pay, for the period of such activity and shall suffer no loss of seniority rights. Employees who are called up for two (2) weeks active duty training may take a leave of absence without pay or take the option of using their earned vacation time.

Section 14.4. Maternity Leave.

Maternity is recognized as a disability by the parties and under the law. Maternity leave is an unpaid leave. The County encourages a pregnant employee to continue in employment as long as she is physically able to perform the duties of her position, without detriment to health, as confirmed by a physician's certificate at least six (6) weeks in advance of the expected date of delivery. The physician's certificate shall contain: approval of the continuation of employment; expected date of delivery; recommended date for commencement of leave of absence for maternity reasons.

All days, determined by the attending physician, that the employee is absent from work for this temporary disability may be chargeable as sick leave at the option of the employee. Immediately upon return to work an employee shall furnish a statement from the attending physician that the employee is able to return to regular duty. Pregnancy leave is granted with a maximum of twelve (12) weeks, in accordance with the Family Medical Leave Act, with the exception of extenuating circumstances due to health reasons as determined by

the attending physician.

Section 14.5. Injury Leave.

An employee who sustains injuries or illness arising out of and in the course of his employment shall be covered by the provisions of ILCS Chapter 70. No employee will lose any benefits while injured on duty, and will continue to accumulate all benefits to the extent provided by this Agreement. An employee on injury leave may be returned to light duty, if he is able to perform light duty, at the sole discretion of the County.

Section 14.6. Jury Duty.

An employee required to serve on a grand jury or petit jury shall be granted leave for the period required to serve, without loss of pay. Such employees shall sign a waiver of any compensation otherwise due them for serving on such jury.

Section 14.7. Union Business Leave.

Local Union Representatives shall be allowed time off without pay for legitimate Union business such as: Union meetings; State or area-wide Union Committee Meetings; State or International conventions. Reasonable time off requests shall be given in writing to his supervisor, with a copy sent to the County Board, of such absence. The employee shall be granted such time off if it does not substantially interfere with the efficient operating needs of the County. The County shall not be required to pay overtime to fill vacancies created by the absence of the Local Union Representatives.

Such time off shall not be detrimental in any way to the employee's record.

Section 14.8. Personal Leave.

Employees shall earn four (4) personal leave days each contract year, December 1 through November 30. Employees shall normally schedule personal leave days at least forty-eight (48) hours in advance of the requested date(s). If an employee requests a personal leave day(s) forty-eight (48) hours in advance of the day(s) requested, the requested day(s) shall be granted by the County. Personal leave shall be used in no less than a half day increment. The County at its sole discretion reserves the right to restrict or limit personal days that may substantially interfere with the efficient operating needs of the office.

In the case of an emergency, where employee is unable to notify the County forty-eight (48) hours in advance, the employee shall notify the County of his intended absence as

soon as possible. Any personal leave not used by December 1 of each year shall be converted to sick time and credited to the employee's sick leave balance.

New employees shall receive personal leave. The amount of personal leave earned during their first year of employment shall be pro-rated based on their date of hire with the County.

Section 14.9. Family Medical Leave Act.

The parties recognize that additional rights regarding leaves of absence may exist under the Family Medical Leave Act. Employees who take a leave of absence pursuant to said Act shall have the option of using accumulated time prior to going on unpaid leave, but shall not be required to use any accumulated leave.

Section 14.10. Prohibition Against Misuse of Leave.

During any leave granted pursuant to the terms of this Agreement, regardless of being with or without pay, an employee may not be gainfully employed or independently self-employed without prior written approval by the County. Employees who engage in employment elsewhere during such leave shall be subject to immediate discharge and loss of all accrued rights and benefits.

Section 14.11. Right to Return From Leave.

When an employee returns from any leave of absence permitted by this Agreement, the County shall return the employee to work, seniority permitting. If the employee does not have the seniority, the layoff provisions of this Agreement shall apply.

ARTICLE XV
WAGES AND ALLOWANCES

Section 15.1. Base Wages.

Employees shall receive a \$.70 cent increase per hour on 12/1/13, 12/1/14, 12/1/15, 12/1/16 and 12/1/17.

Section 15.2. County Vehicles.

Employees who are required to work in the field, as part of their duties, shall be provided with a county vehicle. Unless directed otherwise, County vehicles shall be parked at the County Courthouse.

Section 15.3, Field Lister Clothing Allowance.

Field Listers will receive up to \$250.00 per year reimbursement for the purchase of boots and foul weather gear. Field Listers are to purchase clothing items and bring in original sales receipt for reimbursement.

**ARTICLE XVI
INSURANCE AND PENSIONS**

Section 16.1 Health and Hospitalization Coverage.

The County shall continue to make available to non-retired employees and their eligible dependents substantially similar group health and hospitalization insurance coverage and benefits as existed in the County's insurance plan as it existed as of December 1, 2013. The County will not be responsible for changes imposed by an insurance provider in benefits, co-payment provisions or deductibles so long as the County uses its best efforts to minimize changes by the insurance providers from one plan year to another. During the term of this Agreement, if changes to the benefit insurance policies provided by the County are instituted for employees not covered by this Agreement, the County agrees additionally to grant those changes to employees covered by this Agreement.

Section 16.2 Right to Change Insurance Carriers.

The County reserves the right to change or provide alternate insurance carriers, health maintenance organizations, or benefit levels or to self-insure as it deems appropriate for any form of insurance referred to in this Article, so long as the new coverage and benefits are substantially similar to the insurance coverage which existed as of December 1, 2013.

Section 16.3 Cost Sharing.

The County will pay 90.5% of the cost of the premiums for employees' individual group health and hospitalization insurance, and employees will contribute 9.5%. The County will pay 70% of the cost of the premiums for employees' individual + dependant/family group health and hospitalization insurance, and employees will contribute 30%. The employees' contribution for individual premiums shall not exceed \$130/month; the employees' contribution for individual plus child or spouse shall not exceed \$530/month; and the employees' contribution for family insurance shall not exceed \$630/month. This contribution levels and caps shall not be altered or increased except by mutual agreement until November 30, 2018. The employees' portion of premiums will be deducted from their pay checks.

Section 16.4 Cost Containment.

The County reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially similar to the insurance coverage in effect as of December 1, 2013. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, preferred provider provisions, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures.

Section 16.5 Continuation of Benefits While on Leave or Layoff.

The County shall continue benefits under applicable group insurance as set forth above in this Article while an employee is on an authorized paid leave. During an approved unpaid leave of absence or lay off extending beyond the end of the calendar month in which the leave or lay off began, an employee shall be entitled to coverage under applicable group insurance plans to the extent provided in such plan(s), provided the employee makes arrangements for the change and arrangements to pay the entire insurance premium involved, including the amount of premium previously paid by the County.

Section 16.6 Terms of Insurance Policies to Govern.

The extent of coverage under the insurance policies (including HMO and self-insured plans) referred to in this Agreement shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning said insurance policies or plans or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies or plans and may not be the subject of a grievance. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Employer, nor shall such failure be considered a breach by the Employer of any obligation undertaken under this or any other Agreement. However, nothing in this Section 16.6 shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the County, employee or beneficiary of any employee.

Section 16.7 Retiree Health Insurance.

Retiree Health Insurance benefits are as described in the agreement set forth in Appendix E.

Section 16.8 Insurance Committee.

The County agrees to allow the employees to participate in a county-wide insurance

committee. Members of this committee shall receive regular updates on insurance plan information, and notice of pending changes. They shall be allowed to review all proposals that would change the plan or benefit levels, and to make recommendations to the County.

Section 16.9 Compliance.

If, during the current contract, a change in state or federal laws mandate that the County must require employees to contribute more in premium payments or mandate that the County reduce benefit levels in some substantial way, then the parties shall reopen the insurance provisions of this contract in an attempt to resolve the matter through good faith bargaining, with any impasse result pursuant to Section 14 of the Labor Act. The County will give the Union a fifteen (15) day notice of such requirement.

Section 16.10 Pensions.

The Employer shall continue to contribute on behalf of the employees to the Illinois Municipal Retirement Fund in the amount the Employer is required to contribute by State Statute.

ARTICLE XVII

LABOR MANAGEMENT/SAFETY COMMITTEE

Section 17.1. Labor Management Conferences.

The Union and the County mutually agree that in the interest of efficient management and harmonious employee relations it is desirable that meetings be held between Union representatives and responsible administrative representatives of the County. Such meetings may be requested at least seven (7) days in advance by either party or by placing in writing a request to the other for a labor-management conference and expressly providing the agenda for such meeting. Meetings shall be scheduled at mutually agreeable times. Such meetings shall be limited to:

1. Discussion of the implementation and general administration of this Agreement;
2. A sharing of general information of interest to the parties;
3. Notifying the Union of changes in non-bargaining conditions of employment contemplated by the Employer which may affect employees;
4. Discussion of pending grievances on a non-binding basis to

attempt to adjust such grievances and to discuss procedures for avoiding further grievances;

5. Items concerning safety issues.

The County and the Union agree to cooperate with each other in matters of the administration of this Agreement.

To effectuate the purposes and intent of the parties, both parties agree to meet as necessary.

Section 17.2. Integrity of Grievance Procedure.

It is expressly understood and agreed that such meetings shall be exclusive of the Grievance Procedure. Grievances being processed under the Grievance Procedure shall not be discussed in detail at labor-management conferences. Any such discussions of a pending grievance shall be non-binding on either party and solely for the purpose of exploring alternatives to settle such grievances. Such grievance discussions shall only be held by mutual agreement of the County and the Union, nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 17.3. Safety Issues.

Any report or recommendation on safety issues which may be prepared by the Union or the County as a direct result of a labor-management conference discussion will be in writing and copies shall be submitted to the County and the Union.

Section 17.4. Union Attendance.

When absence from work is required to attend labor-management conferences held under this Article, Union members shall, before leaving their work station, give reasonable notice to and receive approval from, their supervisor in order to remain in pay status. Union members attending such conferences with pay shall be limited to two (2), and they shall remain within the County building and available to report back to duty in an emergency. Time spent in labor-management meetings shall not be compensated or counted as hours worked for any employee Union representative who attends such meetings outside of his regularly scheduled work times.

ARTICLE XVIII
GENERAL PROVISIONS

Section 18.1. Gender.

Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall be deemed to refer to both the masculine and feminine.

Section 18.2. Ratification and Amendment.

This Agreement shall become effective when ratified by the County Board and the and may be amended or modified during its term only with mutual written consent of both parties.

Section 18.3. Personnel Files.

The Employer shall keep a central personnel file for each employee within the bargaining unit. The Employer is free to keep working files, but material not maintained in the central personnel file may not provide the basis for disciplinary or other action against an employee.

Employees shall be given immediate notice by the Employer when a formal, written warning or other disciplinary documentation is permanently placed in their personnel file.

Upon request of an employee, the Employer shall reasonably permit an employee to inspect his personnel file subject to the following:

- (a) Such inspection shall occur upon request, when the request is received during regular business hours, however at no time shall the inspection be delayed more than twenty-four (24) hours from the receipt of the request;
- (b) Such inspection shall occur during daytime working hours Monday through Friday upon reasonable request;
- (c) The employee shall not be permitted to remove any part of the personnel file from the premises but may obtain copies of any information contained therein upon payment for the cost of copying;
- (d) Upon written authorization by the requesting employee, the employee may have a representative of the Union present during such inspection and/or may designate in such written authorization that said representative may inspect his personnel file subject to the procedures contained in this Article;
- (e) Pre-employment information, such as reference reports, credit checks

or information provided the Employer with a specific request that it remain confidential, shall not be subject to inspection or copying. The Employer reserves the right to keep any other information confidential, to the extent provided in the Illinois Employee Access to Personnel Records Act, as amended.

Nothing in this Section 18. 3 is intended to waive or limit the Employer's rights as set forth in the Illinois Employee Access to Personnel Records Act, as amended.

Section 18.4. Required Training and Certification.

The County shall pay for all training, seminars and recertification(s) mandated by State or Federal law, or required by the County as a condition of employment. The class schedule shall be the employee's schedule for the duration of the class schedule. Employees shall be paid for all hours spent in class and traveling to and from class in accordance with Article X, Hours of Work.

As a condition of employment for the position of Field Lister, the employer requires a CIAO designation to be obtained within three (3) years from date of hire. This designation will be issued in accordance with the rules and regulations of the Illinois Property Assessment Institute (IPAI). Current employees of the position of Field Lister or employees who transfer to this position are also required to obtain a CIAO designation within three (3) years from date of transfer or three (3) years from enactment of this agreement. Employees must begin classes on year one (1) of this agreement. Failure to obtain this designation within the three (3) year period and or begin classes on year one (1) shall be grounds for termination.

Any employee that has current CIAO certification shall receive \$1,000.00 added to their salary on the 2nd year of this agreement or obtains CIAO certification within the four (4) year time frame of this contract shall have it added to their salary on the following year. Failure to keep the CIAO current will have the \$1,000.00 removed from their salary the following year.

Section 18.5. Education Certified IL Assessment Officer

The County shall pay the following amounts for a current Certified IL Assessment Official designation as per the Illinois Property Assessment Institute (IPAI):

Level 1	CIAO	\$400.00
Level 2	CIAO I	\$500.00
Level 3	CIAO S	\$600.00

This will be paid out on the 1st and 3rd year dates of 2013 and 2015 on the first pay period in December. To keep this agreement, a copy of certification must be provided to the Supervisor of Assessments for each four (4) year period per IPAI (2011/2014). If the certification is obtained during the 2013 or 2015 year, it shall be paid out on the last pay period in November of the 2013 or 2015 year.

ARTICLE XIX
IMPASSE RESOLUTION

Upon the expiration of this Agreement, the remedies for the resolution of any bargaining impasse shall be in accordance with Section 14 of the Illinois Public Labor Relations Act, as amended, with the exceptions that (1) arbitration hearings shall be held in Marion, Illinois, and (2) the parties' neutral interest arbitrator shall be selected in accordance with the selection procedures set forth in Section 7.3 of this Agreement.

ARTICLE XX
SAVINGS CLAUSE

If any provisions of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequent act of Federal or State legislation or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

**ARTICLE XXI
TERMINATION**

This Agreement shall be effective as of December 1, 2013, and shall remain in full force and effect until 11:59 p.m. on the 30th day of November, 2018. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing approximately ninety (90) days prior to the November 30th 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 November 30th anniversary date.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

All notices provided in this Article shall be served upon the other party by registered mail, return receipt requested.

Executed this 8th day of October, 2013.

FOR THE EMPLOYER:

Ronald Ellis
Chairman
County Board of Commissioners

James D. [Signature]
County Commissioner

[Signature]
County Commissioner

FOR THE UNION:

Kevin [Signature]
AFSCME Council 31

[Signature]
Local 3369 President

Rose [Signature]
Local 3369 Bargaining Representative

Lindsey [Signature]
Local 3369 Bargaining Representative

[Signature]
Local 3369 Bargaining Representative

APPENDIX B

The article listed within this appendix, namely, **Article XI – Holidays**, has been negotiated and agreed upon separately by the office holder over the objection of the County board and shall be made a part of this Agreement.

APPENDIX C

A one-time bonus of \$1,000.00 will be issued from the Supervisor of Assessments funds. This one-time bonus check will be issued on or about December 20, 2013 to all members of the bargaining unit.