

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

WILLIAMSON COUNTY ANIMAL CONTROL DEPARTMENT

AND

OPERATING ENGINEERS LOCAL 318

DURATION

DECEMBER 1, 2014 THRU NOVEMBER 30, 2018

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AGREEMENT

This Agreement is made and entered into this day of December 2014, by and between WILLIAMSON COUNTY ANIMAL CONTROL DEPARTMENT (herein referred to as the "County" or the "Employer") and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 318, Marion, Illinois (herein referred to as the Union).

The Union represents and warrants that it has jurisdiction over the Operating Engineers employed by the COUNTY OF WILLIAMSON, STATE OF ILLINOIS, located in 318's territorial jurisdiction, and that it is authorized by the Employer in said County, and that it is the duly authorized labor organization to enter into any and all collective bargaining agreements for and on behalf of all the Operating Engineers employed by the County.

This Agreement is entered into in recognition of the Union's status as the exclusive representative of the County's Operating Engineers as 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 operations of the County; the establishment of an equitable and peaceful procedure for the resolution of grievances as provided herein; 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 agreements contained in the Agreement, the parties hereto do mutually promise and agree as follows:

PRISON WORKERS

During the terms of this agreement, the Employer will not contract out Williamson County Animal Control Department services normally performed by the bargaining unit employees, provided, however, that this shall not in any way limit or interfere with the County's ability to sub-contract in emergency circumstances.

Section 1.1. RECOGNITION. The County recognizes the Union as the sole and exclusive bargaining representative of all regular and temporary full time employees employed by the Williamson Animal Control Department. Excluded from the bargaining unit are all other employees, including non-Animal Control Department employees, office/clerical employees, professional employees, supervisory, managerial, administrative, confidential, short-term, part-time, guards and security employees as defined by the Illinois Public Labor Relations Act. The term "operating engineers" or "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.

Section 1.2. TEMPORARY EMPLOYEES. Temporary employees may be used by the County under terms of this Agreement, provided, however, that no employee shall be allowed to work when regular full-time employees are qualified to do the work in question and are on layoff through no fault of their own. An employee shall be considered temporary if he is employed for a period not to exceed one hundred twenty-five (125) calendar days per year and shall be compensated at one dollar (\$1.00) per hour less than the lowest full time employee. Extension of time for temporary employees may be extended by mutual agreement between the County and the Union. No temporary employee shall accumulate seniority under the terms of this Agreement nor shall he be entitled to any benefits or other provisions afforded to the regular full-time employees, including but not limited to, paid time off, seniority rights and insurance benefits.

Temporary employees shall pay the sum of ten dollars (\$10.00) per week working dues to I.U.O.E. Local 318, 3310 Water Tower Rd, Marion, Illinois 62959.

Any temporary employees with at least 125 days of service with the department and who is hired as a regular full-time employee, shall not be required to serve a probationary period.

Section 1.3. The County will set a number of permanent employees at no less than two (2).

ARTICLE II

UNION SECURITY AND RIGHTS

Section 2.1. FAIR SHARE AGREEMENT. (a) While this Agreement is in effect, all present and future bargaining unit employees shall become a member of the Union not later than ninety (90) calendar days after the first date of their employment; or (b) Alternatively, if an employee refrains from joining the Union, the employee will be required to pay a Fair Share fee, which shall be their proportionate share of the cost of the collective bargaining process, contract administration and other costs of representation concerning matters affecting wages, hours, and other conditions of employment. In no event shall the employee Fair Share fee exceed the amount of monthly dues uniformly required of Union members. (c) The union agrees to assume full responsibility to insure compliance with the constitutional rights of Fair Share fee payers as set forth by the United States Supreme Court, as well as all applicable provisions of the Illinois Public Labor Relations Act and rules and regulations promulgated hereunder relating to Fair Share fees. It is specifically agreed that any dispute concerning the amount of the Fair Share fee and other responsibilities of the Union with respect to Fair Share fee payers shall not be subject to the grievance and arbitration procedures set forth in this Agreement. (d) Employees who refrain from joining the Union and who object to the 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 non-religious charitable organizations mutually agreed upon by the employees and the Union. If the affected non-member and the Union are unable to reach an 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 Relation Board and payment shall be made to said organization.

Section 2.2. Visitation Rights. The Union Business Representative and all other agents or employees of the Union shall be allowed to visit the job site of the County at reasonable business hours, provided, however, such visits shall not interfere with work in process and shall have reference only to a matter concerning the administration of this Agreement. The Union agrees to keep the County informed of duly accredited representatives authorized to act on behalf of the Union.

ARTICLE III

MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the County retains all traditional rights to manage and direct the affairs of the County in all respects and to manage and direct its employees, and to make and implement decisions with respect to the operation and management of the County, including all rights and authority possessed or exercised by the County prior to the Employers recognition of the Union as the exclusive collective bargaining representative for the employees by this Agreement. These rights include, but are not limited to, the following: to plan, direct, control, and determine all of the operations and services of the County; to determine the County's mission, objectives, policies and budget and to determine and set all standards of service offered to the public; to supervise and direct all employees and their activities as related to the conduct of county business; to establish qualifications for employment and to employ employees; to schedule and assign work; to assign or transfer employees within the County; to establish work or transfer employees within the County; to establish work and productivity standards; to assign overtime; to layoff or relieve employees due to lack of work or funds or for other legitimate reasons; to determine the methods, means, organization and number of personnel by which operations and services shall be made or purchased; to make and enforce reasonable rules and regulations; to discipline, suspend, or discharge employees for cause (probationary employees without cause); to change, relocate, modify or eliminate existing programs, services, methods, equipment or facilities; to determine whether services or goods are to be provided or produced by employees covered by this Agreement or by other employees or non-employees not covered by this Agreement; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

Emergency Work

The Union agrees should one of the employees need assistance in their work, at the discretion of the Supervisor, The Supervisor may assist in helping the employee. We also realize that on the days the employee is off and Animal Control is short handed their may be times the Supervisor will be required to answer calls.

ARTICLE IV

WORKING CONDITIONS

Section 4.1. **WORKDAY, WORKWEEK, AND OVERTIME RATES.** The normal and regular workweek for full-time employees shall be forty- (40) hours. The standard workweek shall consist of eight (8) hours per day and five (5) days per week. Eight (8) hours per day (exclusive of a one-half hour unpaid lunch period) shall constitute a standard workday. All time worked over eight (8) hours in a regular workday or in excess of forty (40) hours in a workweek shall be paid at the rate of time and a half of the employee's regular hourly rate. All time worked on Saturday shall be paid at time and a half the regular hourly rate. All time worked on Sunday and recognized holidays shall be paid for at double the employee's regular hourly rate of pay. The County shall assign overtime according to turn sheet. The only time the County shall deviate from the turn sheet shall be when it is agreeable to the employees or in an emergency situation.

Section 4.1a One (1) employee shall be required to work two (2) hours Saturday and two (2) hours Sunday for the purpose of feeding only. He shall be allowed to take off one regular eight (8) hour day during the week to compensate for this four (4) hour period. This time shall be rotated between the three (3) workers.

Section 4.2. **REPORTING PAY.** The County shall make reasonable efforts to notify the employee the evening before when there is no work the following day. If no attempt is made by the County to prevent the employee from reporting for work when there is no work, the employee shall receive two (2) hours as reporting pay at the regular rate. The County may not hold employees for more than one (1) hour unless there is useful work that can be done.

Section 4.3. **LUNCH BREAK.** Employees shall receive a thirty- (30) minute unpaid lunch period each workday. During emergency periods, employees may be required to work through their lunch breaks. If required to do so for the thirty-minute lunch break missed. The requirement to work through lunch shall be at the discretion of the employee's supervisor. Any Employee required to work twelve (12) consecutive hours will be paid an additional one half hour straight time as a meal allowance.

Section 4.4. **WORKER'S COMPENSATION.** The parties agree workers Compensation shall be paid on all employees in accordance with applicable State law.

Section 4.5. UNEMPLOYMENT INSURANCE. In order to insure all operating Engineers who are covered by this Agreement against hazards of unemployment, resulting through no fault of their own, the County agrees to pay contributions under the Illinois Unemployment Insurance Act, in accordance with the applicable provisions of said Act.

Section 4.6. PERSONAL TOOLS. The County agrees to purchase all tools in the maintenance of their equipment.

Section 4.7. RIGHTS OF EMPLOYEES LAID OFF OR DISCHARGED. No foreman or any other supervisor shall do the work of any employee who is laid off. If the foreman or any other supervisor does do the work of any employee laid off, the employee so displaced shall receive pay for same.

If a post-probationary employee is discharged by the County and it is proven that he was not discharged for just cause, the County shall reinstate said employee with compensation for all time lost (based on operation).

Section 4.8. UNION REFERRALS. In the event the Employer request the Union to assist in obtaining some qualified employees, the Union will use its best efforts to secure the specific number of employees requested with the qualifications and skills needed by the County.

Section 4.9. RIGHTS OF REINSTATEMENT FOLLOWING MEDICAL LEAVE. In the event an employee becomes sick or incapable of performing the work required for any reason and as a result thereof is absent from the employment of the County, the County agrees that such employee will be reinstated as soon as they are able to resume work in a manner satisfactory to the County. The County reserves the right to have the employee examined by a physician designated by the County, at the County's expense, prior to returning to work. It is agreed that the County need not hold a job open if an employee is (or is expected to be) incapacitated for a period in excess of twenty (20) continuous work days, in which case the County can temporarily fill the vacancy utilizing the job bidding procedures of Section 8.3. If an employee temporarily bids into such a vacancy, he shall be displaced when the original employee is capable of returning to his job, and the employee who temporarily bid into the job will be able to return to his original position prior to his temporary bid. Article VIII. sec.8.1 and all State and Federal Laws shall be applied to this Article.

Section 4.10. WEATHER PROTECTION. Reasonable heat and protection from the weather elements shall be furnished by the County. The County shall furnish rain suits for employees. The Employee will be responsible for the care of rain gear issued to him, and if the equipment is lost, the employee will be responsible for supplying such equipment at his own expense.

Section 4.11. DRINKING WATER. Clean and fresh water shall be furnished by the County no later than one (1) hour after time. Ice shall be furnished when weather so warrants.

Section 4.12 LIGHT DUTY Employees may be able to return on a light duty work policy when said policy has been mutually agreement upon by the Union and County.

Section 4.13 LEAVE APPROVAL Employees must gain approval from the County at least 24 hours prior to taking any leave of three (3) days or less (48 hours for leave in excess of three (3) days) for vacation, compensatory time, personal, funeral, etc. Sick leave may be used if the employee notifies his supervisor at least 30 minutes prior to his shift. This leave approval policy shall not apply in cases of emergency.

Section 4.14 SAFETY and OCCUPATIONAL TRAINING Will be provided to all Animal Control Officers by the County in accordance with the Animal Control Act with no cost to the employee.

Section 4.15 LEGAL REPRESENTATION Paid by the County in the event of Civil action against Officers for actions taken in performance of their duties.

Section 4.16 PERSONAL VEHICLE If ask to use personal vehicle for county business in adverse weather conditions, County insurance would cover said vehicle.

Section 4.17 JURY DUTY Any employee who is required to serve Jury Duty shall have the option of retaining the stipend received for their Jury Duty service or relinquishing the Jury Duty stipend to the County and elect to receive workday pay. (Workday pay shall not be the actual hours served on Jury Duty, but rather the normal workday for said employee). If the employees fails relinquish the Jury Duty stipend upon receipt from the government, then said employee shall be considered to have elected to forgo regular pay.

ARTICLE V

DISCIPLINE AND DISCHARGE

Section 5.1. DISCIPLINE. Disciplinary action or measures shall normally include only the following: oral reprimand; written reprimand; and suspension and discharge (notice to be given in writing). The County recognizes the basic tenets of progressive discipline for initial occurrences of minor disciplinary infractions.

For any disciplinary action the employee retains the right to Union representation upon his request. Such meetings will normally be held by the end of the next workday, following notification to the Employee and his Steward. The Steward and Employee will be given paid time off if the meeting is conducted on working time. There will be no overtime paid if disciplinary meeting last after normal work hours.

Nothing in this agreement shall be deemed to alter or modify the Employers normal reasons for dismissal or suspension as contained in its rules and regulations, which rules and

regulations shall be provided to the Union.

Section 5.2. REMOVAL OF DISCIPLINE. Any oral or written reprimand will be removed from an employee's record if, from the date of the last discipline, one (1) year passes without an employee receiving an additional oral or written reprimand or other discipline. If the first oral or written reprimand is issued to an employee, and the Employee receives a second oral or written reprimand within one (1) year of the first reprimand, then all will be removed after two (2) years from the most recent reprimand. Such removal will be automatic.

Section 5.3. RIGHTS OF REPRESENTATION. Before conducting a disciplinary meeting as specified in Section 5.2., the employee may request that a Union Representative be present. 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 uninterrupted by the Union Representative. The Union Representative and the employee will be given time off if the meeting is conducted on working time. The employee has the right to union representation whether the County's intention is to administer discipline or to simply investigate a situation that could lead to disciplinary measures.

ARTICLE VI

GRIEVANCE/ARBITRATION

Section 6.1. A grievance is defined as a complaint against the County, arising under and during the term of this Agreement by an employee or employees that there has been a violation or misrepresentation or misapplication of an express provision of this Agreement.

Section 6.2. PROCEDURE STEP 1. If an employee has a grievance, the Union Steward must bring it to the attention of the County Animal control Warden within five (5) calendar days of the first event given rise to the grievance. The County Animal Control Warden and Union Steward shall have five (5) calendar days in which to settle the grievance.

STEP 2. If the grievance is not settled at Step 1., the Union may proceed to Step 2. of the procedure not later than ten (10) calendar days after the first event giving rise to the grievance. At Step 2., the Williamson County Commissioner and the Business Representative of the Union shall attempt to resolve the grievance within fifteen (15) calendar days of the Union's referral of the matter to Step 2.

STEP 3. If the parties are unable to resolve the grievance at Step 2., the Union may refer the grievance to arbitration by written notice to the Chairman of the County Board, which notice must be received not later than twenty-five (25) calendar days following the first event giving rise to the grievance. Upon referral of the matter to arbitration by the Union, the parties shall immediately jointly request the Federal Mediation and Conciliation Service (FMCS) to submit a panel of five (5) Arbitrators, all of whom shall be members of the National Academy of Arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. The Union and the County shall have the right alternatively to strike names from the panel. One party shall strike one name, the other party shall then strike one name, the other party shall then strike a name, and this process shall be repeated until one name remains. The person remaining shall be the Arbitrator. The parties shall determine the order for striking names by a coin toss. 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; provided, however, that each purchasing its own copy of the written transcript, if any.

Section 6.3. LIMITATION ON AUTHORITY OF ARBITRATION. 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 only the questions of fact as to whether there has been a violation, misinterpretation, or misapplication of the express provisions of this Agreement based upon specific issues submitted to the Arbitrator by the parties in writing. If no joint written stipulation of the issue is agreed to by the County and the Union, the Arbitrator shall be empowered to determine the issue raised by the grievance as submitted at the first two steps of the grievance procedure. The Arbitrator shall have no authority to decide an issue not submitted or raised. The Arbitrator shall be without power to make recommendations contrary to or inconsistent with, in any way, applicable laws or rules and regulations of administrative bodies having the force and effect of law. The decision of the Arbitrator, if made in accordance with the jurisdiction and authority granted to the Arbitrator pursuant to this Agreement, will be accepted as final and binding by the County, the Union and the employee, and all parties will abide by it.

No decision or remedy proposed by the Arbitrator shall be retroactive beyond the beginning of the time for filing grievance at the first step (a maximum of five (5) calendar days before the grievance was first filed). No grievance shall be entertained or processed unless it is submitted and processed through the procedure in a timely fashion as required by Sec. 6.2., it shall be considered "waived", and the Arbitrator shall have no authority to issue a decision regarding the grievance. The parties may, however, by mutual agreement, in writing, extend any of the time limits set forth in this Article.

ARTICLE VII

NO STRIKE/NO LOCKOUT

Section 7.1. 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, 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. 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(s) who violate this Article to return to work.

Section 7.2. NO LOCKOUT. The county will not lockout employees during the term of this Agreement as a result of a labor dispute with the Union so long as there is good faith compliance by both parties with this Article, unless the County cannot operate efficiently in the whole or in part due to a breach of Section 7.1.

ARTICLE VIII SENIORITY

Section 8.1. 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. Seniority shall accumulate during all authorized paid leaves of absence and during any layoffs or authorized unpaid leaves of absence of less than ninety- (90) calendar days. Seniority shall not accumulate from the first day of any layoff or authorized unpaid leave of absence of ninety- (90) calendar days or more, nor from the first day of any disciplinary suspension of five- (5) days or more. Due to job related issue leading to Workman's Compensation, an employee shall not be penalized toward seniority. Employees shall not continue to accumulate any benefits except Health Insurance while on Workman's Compensation or unpaid leave: benefits are defined as vacation days, sick days, personal days, holidays, bonus vacation days, bonus personal days and clothing allowance. When an Employee returns to work after Workman's Compensation or unpaid leave, benefits will restart and be prorated for remainder of the year worked. If an Employee is paid clothing allowance or earns any other type days or allowances at the beginning of the budget year (Dec. 1) and is off later that same year for Workman's Compensation or unpaid leave, the time off will be deducted from next years allowance.

Section 8.2. PROBATIONARY PERIOD. All new employees and those hired after loss of seniority, as well as temporary employees hired into a regular full-time position, shall be considered probationary employees until they have completed a probationary period equivalent to ninety- (90) calendar days. Time absent from duty or not served for any reason shall not apply toward satisfaction of the probationary period or any extension thereof. 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.

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.

Section 8.3. JOB BIDDING. When new jobs are created or vacancies occur in positions already established, the job shall be posted on the bulletin board for not less than three (3) working days. The most senior employee shall have preference for such position, if he is qualified to perform the work as determined by the County and the Union. The most senior employee will have no less than (90) working days to show progress. If the most senior employee cannot hold down the new position, then he shall be returned to the next available position. Successful bidding shall be limited to one time per calendar year with the exception of a vacancy coming as a result of an employee leaving employment unexpectedly.

Any job that will work twenty (20) continuous workdays or more shall be subject to bid under this Section. An employee who bids into temporary vacancy will be allowed to return to his original position. If the job cannot be filled with a permanent employee, or in case of emergency it shall be filled with temporary employee.

Section 8.4. LAYOFF AND RECALL. In the event of a reduction-in-force, the last hired man shall be the first man laid off. Employees who are laid off shall be placed on a recall list for a period of two (2) years or the length of their seniority, whichever is less. If there is a recall, employees who are still on the recall list shall be recalled, in the reverse order of their layoff (i.e., the last laid off shall be the first one recalled), provided they possess the qualifications to perform the work to which they are recalled, as reasonably determined by the County after the County's discussion with the Union.

Section 8.5. TERMINATION OF SENIORITY. Seniority for all purpose and the employment relationship shall be terminated if the employee:

- (a) Quits;
- (b) Is discharged and not reinstated;
- (c) Retires or is retired;
- (d) Fails to report to work at the conclusion of an authorized leave of absence or vacation (which shall be deemed a quit), except for good cause shown due to circumstances beyond the control of the employee;

- (e) Is laid off and fails to timely respond to notice of recall;
- (f) Is laid off or for any reason does not perform bargaining unit work for the County for a period equal to the amount of his seniority that he had on the last day of actual work or two (2) calendar years (whichever is less), unless this worker is on Workman's Compensation or on unpaid sick leave of absence leading to the eligibility of him or her gaining Disability Social Security.
- (g) 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 IX

WAGES

Section 9.1. BASE WAGE RATES. The County agrees to pay Employees the following hourly rates of wages: EFFECTIVE:

Dec. 1, 2014	Dec. 1, 2015	Dec. 1, 2016	Dec. 1, 2017
to	to	to	to
Nov. 30, 2015	Nov. 30, 2016	Nov. 30, 2017	Nov. 30, 2018
\$19.13	\$19.83	\$20.53	\$21.23

The above rates shall be retroactive to December 1, 2014 on straight time hours only.

In Dec. 1, 2014 and Dec. 1, 2015 only the non-top seniority employees will receive \$.50 cents per hour more bringing all control officers to the same pay grade. At present time non-top seniority employees make \$1.00 less than base wage rate scale.

Section 9.2. PAY PROCEDURE. The County agrees to pay the wages as shown above every other Friday. Pay checks shall be available no earlier than 3:00 p.m. on each payday. Employees not working shall be paid between starting and quitting time. Monday shall be the first day of the week for the purpose of computing straight time and time and one-half.

Section 9.3. CLOTHING ALLOWANCE. The County agrees to provide uniforms for Animal Control employees. The County will pay each employee the sum of \$1250.00 for clothing payment to make at the time the first paycheck is made for a new fiscal year. (December of each year) Clothing allowance will be paid on a separate check. Inactive Employees i. e. Workers Compensation, unpaid leave of absence will not be paid \$1250.00. The clothing allowance will be prorated. Refer to Article VIII. sec. 8.1.

ARTICLE X

HOSPITALIZATION PLAN

While the county is unwilling to guarantee continued payment of any portion of dependant coverage, it does represent that it has no present plan to change its non-mandatory practice.

The County agrees to maintain and pay all premiums on the Group Health Insurance Plan covering the employees. In the event the insurer alters benefits or coverage, the County shall notify the Union. In the event the County elects to change coverage or insurance carriers, the County shall notify the union. Before making any alterations or changes, the County will give the Union the opportunity to recommend alternatives.

ARTICLE XI

HOLIDAYS

Section 11.1. HOLIDAY SCHEDULE. Paid holidays for regular full-time employees shall consist of all days designated as County holidays from year to year by the Board of County Commissioners; provided, however, that employees shall receive at least the following eleven- (11) holidays; New Year's Day, Martin Luther King's Birthday, Memorial Day, July 4th, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, and Lincoln's Birthday (or President's Day, at the County's option).

The county shall pay double time for feeding on the eleven (11) holidays listed above. Each holiday thereafter shall be worked on a 1 for 1 basis with pay for 13th & 15th & ½ a day off for 12th & 14th holiday.

Section 11.2. ELIGIBILITY. To be eligible for holiday pay, an employee must have worked the last scheduled working day prior to and the first scheduled working day after such holiday, unless at the County's discretion, the employee is excused from work by the County Animal control Warden on either of these days. Employees may use accrued time off on either side of a Holiday, however the County retains the ability to call in the Employees on such days during regular shift hours and pay straight time only. Should the Employee be using a sick day for such day then said Employee shall not be called out and will receive a mark on the over time call out sheet. No Holiday pay will accrue when Employee is on Workman's Compensation or unpaid leave.

Section 11.3. HOLIDAY PAY. For each holiday, when not worked, an eligible employee will receive a regular day's pay eight (8) hours of holiday pay referred to in Section 11.1. above.

Section 11.4. WORK ON HOLIDAY. All work performed on holidays shall be paid for at the rate of twice the regular hourly rate, in addition to the eight (8) hours of holiday pay referred to in Section 11.3 above.

ARTICLE XII
VACATION

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 completion of one (1) 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 (8-hour Workdays) Per Year	Amount of Vacation Time Off
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After completion of 1 year	5 days
After completion of 2 years	10 days
After completion of 5 years	15 days
After completion of 10 years	20 days

Beginning 12/01/03, employees with twenty- (20) years continuous service will earn one- (1) vacation day per year up to a maximum of twenty-five- (25) days vacation.

Example: An employee with 23 years continuous service will receive 23 days vacation. No retroactive vacation days will be added to employee's accumulation prior to 12/01/03.

Vacation days can be accumulated, but no more than an employee's annual vacation allowance in effect during a given anniversary year can be carried forward into the next anniversary year. For example, an employee with more than ten (10) years of seniority can carry over twenty (20) vacation days. Vacation days accumulated in excess of this maximum carry-over will be forfeited, as employees will not be compensated for vacation benefits with pay for same in lieu of the paid vacation time off. The County will not allow more than 50% of its permanent workforce off at any given time, this will be governed by seniority except in the case of a scheduled vacation.

12.1a When employee feeds on the weekend & there are only 2 (2) employees & 1 (one) is on vacation, that weekend feeding shall be paid at 7 (seven) hours regular time.

Section 12.2. ELIGIBILITY. Employees will not accrue vacation 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. Refer to Article VIII.sec.8.1

Section 12.3. VACATION PAY. All vacation payments shall be made on the

regular paydays 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 otherwise terminated, the employee shall be paid for all accrued but unused vacation.

Section 12.4. VACATION BONUS. (As incentive to SAVE SICK DAYS). Any employee who uses two (2) or less sick days during any contract year (Dec. 1 thru Nov. 30 of the following year), will be granted a Bonus Vacation day. This Bonus will be added to other vacation due on the employees next employment anniversary date; an employee who uses two (2) or less sick days for two (2) consecutive contract years will be granted two (2) Bonus Vacation days. This Bonus will be added to the vacation balance each employee earning the Bonus on December 1 of the year immediately following the contract year in which it was earned. This concept will be followed for a maximum of six (6) Bonus Vacation days after (5) consecutive years of usage of two (2) or less sick days during the year. These six (6) bonus days will continue to be granted each year afterwards if the employee continues to use two (2) or less sick days per year.

If an employee earns a Bonus at the end of a contract year and then fails to earn the Bonus the following year, that employee's Bonus amount will be reduced by one (1) day for each such year that he has not earned a Bonus. The employee shall also lose one (1) Bonus Vacation day for that year. During any year an employee uses eight (8) or more sick days per year, the employee shall receive no Bonus days for that year. If the employee fails to earn the Bonus for two (2) consecutive years, the Bonus amount will be reduced by one (1) Bonus and he will receive no Bonus days for that year. A clarification example follows:

Year	Sick Days Used	Bonus Earned	Amount	Bonus Days
1	2	Yes+1	1	1
2	1 ½	Yes+1	2	2
3	2	Yes+1	3	3
4	½	Yes+1	4	4
5	4	No-1	3	3
6	6	No-1	2	0
7	1	Yes+1	3	3
8	1	Yes+1	4	4
9	½	Yes+1	5	5
10	2	Yes+1	5	5
11	8	No-1	4	0
12	3	No-1	3	0

Refer to Article VIII.sec.8.1

ARTICLE XIII

LEAVE OF ABSENCE

Section 13.1. SICK LEAVE. Employees shall earn one (1) day of sick leave for any month in which they receive compensation for at least eighty (80) hours of work (including compensation for holidays, vacations, and paid leaves of absence as defined in this Article Sick leave can be taken only in no less than half-day increments.

Notification of absence due to illness shall be given to the employee's County Animal Control Warden or his designate as soon as possible on the first day of such absence, and normally no later than one-half (½) hour before the starting of the employee's shift.

The County may require a doctor's slip attesting to an illness immediately upon the employee's return from such leave. The county may, where there is reason to suspect abuse for any absence after five- (5) days or more are used in any calendar month, require an employee seeking to utilize sick leave to submit a physician's certification of illness and/or to submit at any time during sick leave to an examination by a physician or other appropriate medical professional designated by the County, Examinations administered by a physician or medical professional selected by the County shall be paid for by the County to the extent they are not covered by insurance. Employees shall be required to submit a Doctor's slip to the County after being off for a period of three (3) consecutive sick days or more.

In the event an employee is injured on the job, he/she may receive all medical and rehabilitation needs during the regular workday. Employees will be credited with time worked and will not be charged with sick, personal, vacation, or compensatory time needed for these treatments and the time allotted will be agreed to by the attending physician and the County Engineer. This time off will be limited to eighteen (18) hours per fiscal year.

Accumulated sick leave days for employees with the minimum eight (8) years requirement for an IMRF Pension shall not be compensable in any manner upon separation from employment. Employees will be entitled, however, to any extension of their pension service period at the rate of one month for every twenty (20) days of unpaid leave or fraction thereof, not to exceed two hundred forty (240) days (one year ending at employee's salary value). This credit will apply only 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 sick leave accumulated.

However, for employees under the minimum eight (8) years of service for an IMRF pension, please note that the covered sick leave service cannot be used to meet the required minimum eight (8) 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 accumulated and purchased will be sixty-four (64). Refer to Article VIII.sec.8.1

Section 13.2. FUNERAL LEAVE. The County shall grant a leave without loss of pay up to three (3) days off as funeral leave immediately following a death in the employee's immediate family. Immediate family shall be defined to include father, mother, spouse, daughter, son, brother, or sister and step children of current spouse and grandchildren. One (1) workday shall be granted as paid funeral leave in the event of death of employee's brother-in-law, sister-in-law, father-in-law, mother-in-law, or grandparents, and Aunts, Uncles.

Section 13.3. PERSONAL LEAVE. Each calendar year, regular full-time employees are eligible to take three (3) workdays as personal leave with pay. Personal leave days must be used in the calendar year or they will be forfeited; they cannot be carried forward from year to year. Personal leave days may not be taken on the workday before or after a holiday, nor may they be taken on a workday before or after a vacation. If employee's use two (2) or less sick days during the fiscal year, they will earn two (2) extra personal days in the following year.

Personal leave days should ordinarily be scheduled at least three (3) workdays in advance with the employee's immediate supervisor, provided that in an emergency an application may be made with less advance notice. Request for personal leave days may be denied due to out-of-the-ordinary demands placed on the Animal Control Department, but requests will not be denied arbitrarily. Refer to Article VIII.sec.8.1

ARTICLE XIV

SEVERABILITY

Any provision contained herein that is contrary to or held to be in violation of Federal, State, or municipal law now in force, or hereinafter enacted, shall be void and of no force and effect and the other provisions of this Agreement shall remain in full force and effect. Any Article in this Agreement that is void by law shall become immediately negotiable.

ARTICLE XV

ENTIRE AGREEMENT

This Agreement, upon ratification by both parties, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective

bargaining for its term. The parties acknowledge that, during the negotiations which resulted in this Agreement, each has the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the exercise of understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the County and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter, whether or not referred or covered in this Agreement, including the impact and effect of the County's exercise of the rights as set forth herein on salaries, fringe benefits, or other terms and conditions of employment, even though such subject or matters 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 XVI

TERMINATION

This Agreement shall be effective as of the day after it is executed by both parties and shall remain in full force and effect until 11:59 p.m. on November 30, 2018 It shall

automatically be renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) calendar days prior to November 30 anniversary date that it desires to modify or terminate this Agreement.

IN WITNESS WHEREOF, the County has caused this Agreement to be executed, and the Union has caused this Agreement to be executed, by their duly authorized officers and representatives, on this 15th day of December, 2014.

SIGNED BY THE UNION:

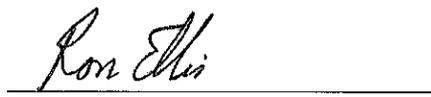

Dee Stahlhut, Business Manager

International Union of Operating Engineers
Local 318
3310 Water Tower Road
Marion, IL 62959


Norm Winters, President

PASSED and SIGNED by the Board of County Commissioners of Williamson County, State of Illinois, this 15th day of December, 2014.


Jim Marlo, Chairman


Ron Ellis, Commissioner


Brent Gentry, Commissioner


Amanda Barnes, County Clerk