COLLECTIVE BARGAINING AGREEMENT

BETWEEN

WILLIAMSON COUNTY BOARD OF COMMISSIONERS

AND

WILLIAMSON COUNTY STATE'S ATTORNEY
(ASSISTANT STATE'S ATTORNEY BARGAINING UNIT)

AND

AND

LABORERS' LOCAL 773

December 1, 2016 to November 30, 2021

WILLIAMSON COUNTY STATE'S ATTORNEY OFFICE
ASSISTANT STATE'S ATTORNEY'S AGREEMENT
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ASSISTANT STATE'S ATTORNEY'S AGREEMENT
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COLLECTIVE BARGAINING AGREEMENT

ARTICLE 1
PARTIES TO AGREEMENT

This Collective Bargaining Agreement is made and entered into by and between the Williamson County State's Attorney's Office, hereinafter referred to as "State's Attorney" and the Laborers' International Union of North America, the Southern and Central Illinois Laborers' District Council and Laborers' Local 773, hereinafter referred to as "the Union"

ARTICLE 2
AREA AND EMPLOYEES COVERED

All Assistant State's Attorneys employed by the Williamson County State's Attorney's Office, excluding the State's Attorney himself and Assistant State's Attorneys who are hired to fill "grant positions", hereinafter referred to as "employees".

ARTICLE 3
RECOGNITION AND UNION SECURITY

Within the limits provided by the laws of Illinois, the State's Attorney recognizes the Laborers' Union as the exclusive bargaining representative for the employees covered by this Agreement.

It shall be a condition of employment that all present employees who are not members of the Union shall become and remain members of the Union unless an employee chooses not to be a member of the Union. Any employee who chooses not to be a member of the Union shall contribute his fair share for representation within sixty (60) days of the effective date of this Agreement. All employees who are hired hereinafter shall become and remain members of the Union unless an employee chooses not to be a member of the Union then that employee shall contribute his fair share for representation within sixty (60) days following the date of the first employment.

New employees shall serve a probationary period of sixty (60) days and will not be subject to the benefits of this Agreement until completing their probationary period. Upon successful completion of the probationary period, all rights and benefits shall be retroactive to the first date of hire.

No one will suffer reductions in wages and conditions as a result of this Agreement.

ARTICLE 4
DUES

All dues and assessments levied by the Union on the employees covered by this Agreement including any "fair share contribution" shall be deducted from the wages of such employees twice every month. The deduction, however, is to apply only to such employees covered by this Agreement who authorize the County in writing to so deduct. If any employee or employees should at any time contend the County acted wrongfully or illegally in making a deduction for dues or assessments, the Union will defend and protect the County against expenses, repayments, or losses on account of such contention.

The County is hereby authorized and requested to deduct from wages hereafter due employees, and payable on the first pay due in each calendar month, such sums for Union fees, assessments and dues as may be certified due to Laborers' Local 773 by the Secretary/Treasurer of the said Union. The County is hereby authorized and directed to pay the amount deducted to the Secretary/Treasurer of Laborers' Local 773 for each account on or before the fifteenth (15th) day of the calendar month for which said deductions are made. The County is further authorized and requested to continue monthly deductions unless written thirty (30) day notice is given to the County by the employees authorizing the County to discontinue such deductions.

ARTICLE 5
WORK HOURS AND PAGER/SUNDAY COURT PAY

Normal office hours shall be set by the State's Attorney. When Assistant State's Attorneys are required to perform on-call service the amount of compensation shall be an additional $500.00 for that one-week (7 day) period. Only one (1) Assistant shall serve this seven (7) day period at a time. The Assistants shall rotate throughout the year and reserve the right to switch weeks as long as an Assistant covers the seven (7) day period and only one (1) claim is submitted for that time period. Duties for the week include: weekend court, which includes filing of charges and setting bond on weekend jail persons, and responding to requests to create and execute search warrants and overhears throughout that seven (7) day non-business hour time period. The schedule for the on-call service will follow the natural progression of Assistants from week to week regardless of calendar year change. The service shall be performed from Friday to Friday. However, for any week requiring two weekend court functions, i.e.: Thanksgiving Week, in addition to the on-call service, an additional $150.00 will be paid to that one Assistant required to do the two (2) weekend court functions. An Assistant may opt out of performing the on-call service with the permission of the State's Attorney.

ARTICLE 6
HOLIDAY, SICK, PERSONAL, AND FUNERAL LEAVE

The holidays recognized under this Agreement shall be those designated as holidays by the Williamson County Board plus, any days declared to be inclement weather closure days by the Williamson County Board or its Chairman ONLY. In no circumstance will an employee be paid more than once for the same named holiday.

Each employee shall be entitled to take their birthday off work with straight pay only if it falls during the normal workweek on a workday. If the employee's birthday falls on a weekend or holiday, then no time off will be awarded.

Each employee shall be entitled to take Christmas Eve or New Year's Eve off with pay. The Steward will make sure the office will be staffed with a sufficient number of attorneys to conduct court business as needed on both days and will give the State's Attorney a list of who will be off on Christmas Eve and New Year's Eve.

Plus, any days declared to be inclement weather closure days by the Williamson County Board or its' Chairman ONLY. In no circumstance will an employee be paid more than once for the same named holiday.

Sick leave/*Personal Leave*:
Each employee shall be entitled to twelve (12) sick leave days per year without loss of pay. Sick leave shall be accumulated at the rate of one (1) day per month. Sick leave shall be interpreted to mean personal illness including pregnancy related disability or illness or death in the immediate family or household. The immediate family for the purposes of this Article shall include parents, spouse, siblings, children, parent-in-law, brothers or sisters-in-law, grandparents, spouse's grandparents, grandchildren, and legal guardians. Immediate family shall also include step-relatives in the same relationships as listed previously.

Each employee will also receive four (4) personal days each calendar year.

Sick leave and personal leave shall accumulate and carry over.

Bereavement Leave/Funeral Leave:
The Employer agrees to provide to employees leave without loss of pay as a result of a death in the family, not to exceed three (3) consecutive days, including regularly scheduled days off, immediately following the death of a member of the immediate family. A member of the immediate family shall be defined to be an officers mother, father, wife,

husband, daughter or son (including step or adopted), sister or brother (including half o step), father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in law, grandparent or grandchild, or significant other.
A significant other shall be one who maintains a quasi-spousal relationship with the member, and with whom the member shares permanent residency. Employees will also be given one (1) day of bereavement leave for the death of an aunt or uncle.

ACCUMULATED SICK LEAVE/PERSONAL LEAVE:
Accumulated sick leave/personal leave days for employees with the minimum of eight (8 years 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 (1) month for every twenty (20) days of unpaid, unused sick leave/personal leave or fraction thereof, not to exceed two hundred and forty (240 days (One (1) year at ending employee's 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 his accumulated IMRF pension funds thus making him not eligible to receive a pension under that system, the employee shall not be compensated in any way for his accumulated sick leave/personal leave.

However, for an employee under the minimum eight (8) years of service for an IMRF pension, his sick leave/personal leave cannot be used to meet the required minimum eight (8) years and will have to be purchased back from that employee. The employee will receive 50% of the value for each unused accumulated day, example: 4 days x 50% = two (2) days' pay. The maximum number of days which may be accumulated for an employee with less than eight (8) years' service and purchased will be sixty four (64).

ARTICLE 7
VACATIONS

Vacation days will be implemented as follows:

After 1 year of service	2 weeks' vacation
After 5 years of service	3 weeks' vacation
After 10 years of service	4 weeks' vacation
After 20 years of service	1 additional day
After 25 years of service	1 additional day

A week is equivalent to a five (5) working day period. Vacation days may be used separately or taken in blocks. Employees should give reasonable notice for requested vacations. If vacation days are not used in a calendar year, they will be lost for that year. When a new employee joins the office, it is up to the discretion of the State's Attorney how much vacation time they receive before the start of their first new calendar year

beginning December 1. If an employee quits or is otherwise terminated, the employee shall be paid in full for all unused vacation time.

ARTICLE 8
SALARY SCHEDULE/PAY PERIODS

Employees shall be paid on alternate Fridays. In the event an employee is on vacation payroll shall be mailed timely or held at the office upon request.

For the fiscal years 2017, 2018, 2019, 2020 and 2021, the Assistant State's Attorneys wil receive a raise of $3,000.00 per attorney per year.

ARTICLE 9
GRIEVANCE PROCEDURE

Purpose:
The State's Attorney recognizes the need for employees to have an opportunity to voice their complaints and grievances and hereby establishes the following procedure:

Procedure:
The grievance shall be presented promptly by the Steward to the State's Attorney ir writing so that the facts can be readily obtained. The time limit shall be established as within four (4) working days of the occurrence that comprised the grievance. The immediate supervisor (State's Attorney) shall render a written response within three (3 working days after the grievance is presented.

If the Steward and the State's Attorney cannot adjust the matter satisfactorily, the grievance shall be submitted to the Union. The Union will then submit it in writing to the State's Attorney. The State's Attorney, as the employer, shall investigate the grievance In the course of the investigation the State's Attorney shall meet to discuss the grievance within three (3) working days with the Union, unless the time limit is mutually extended. I no settlement of the grievance is reached, the State's Attorney shall respond in writing tc the Union with two (2) working days following the meeting, unless the time limit is extended by mutual agreement.

Arbitration:
If the grievance is not settled and the Union wishes to appeal the grievance, the Unior may refer the grievance to arbitration by delivering a written request for arbitration to the State's Attorney within five (5) working days of receipt of the State's Attorney's writter

answer as provided to the Union above. The parties shall attempt to agree upon ar arbitrator within five (5) working days after receipt of the notice of referral.

If they cannot agree, either party shall request the Federal Mediation and Conciliatior Service to submit a panel of seven (7) arbitrators each of whom must be a member of the National Academy of Arbitrators. Both the State's Attorney and Union shall have the righ to strike three (3) names from the panel. The parties shall alternate striking the first

name with the Union striking first in the first grievance arbitration during the term of this Agreement. The process will be repeated twice and the remaining named person shall be the arbitrator. The parties shall notify the Federal Mediation and Conciliation service o the one selected as the arbitrator, who shall then be notified by the Federal Mediatior and Conciliation Service of his selection and shall be requested to set a time and place for the hearing. The State's Attorney and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The State's Attorney anc the Union retain the right to employ legal counsel. The arbitrator shall submit his decisior in writing within forty-five (45) calendar days following the close of the hearing. The fees and expenses of the Arbitrator and the cost of a written transcript if any shall be dividec equally between the State's Attorney and the Union. Each party must pay for its owr representatives and witnesses. All financial matters must include the County Board.

ARTICLE 10
STEWARD

The Steward will be the recognized representative of the Union during work hours anc shall be subject to the same terms and conditions of employment as any other employee The Steward shall be allowed non-paid time off not counting against his personal, sick o vacation days for Union business and training. Further, time will be allowed to meet with the County Board for contract negotiations and to represent employees at all stages o arbitration.

ARTICLE 11
CONTINUING LEGAL EDUCATION

The County agrees to pay the cost of mandatory continuing legal education anc membership to the Illinois State Bar Association for the attorneys each year of the contract. The continuing legal education courses/conferences selected by the attorneys shall be subject to prior approval by the State's Attorney. Time spent attending mandatory continuing legal education does not count against an employee's personal, vacation, o sick time.

ARTICLE 12
SENIORITY

Seniority will exist from the date the employee is hired. Seniority shall be the determining factor for promotion, advancements, vacancies, lay-offs, re-employment, office space and location, and reallocation of office equipment. Should any reduction in the work force be required reduction will be achieved by seniority in the Attorney's unit, with the most senior bargaining unit member being recalled first. Each bargaining unit

employee shall remain eligible for recall for a period of three (3) years from the date of termination due to a reduction in force.

ARTICLE 13
IMRF/LIUNA PENSION

Section 1: IMRF.
The County shall participate in the Illinois Municipal Retirement Fund and forward the standard amount of the employees share.

Section 2: LIUNA Pension.
Beginning on December 1, 2016, and for the term of this Agreement, the Employer shall forward part of the employees wage to the Laborers' International Union of North America "Industrial" Pension Fund at the rate specified in the Preferred Schedule.

Section 2.1: Pension Preferred Schedule.
The current contribution rate to the Pension Fund (Attached as Appendix "B") of 1.77% of salary shall be increased effective December 1, 2016 by 10% to the rate of 1.95% of salary or wage payments that each employee covered by this Agreement is paid by the Employer (including months or portions of months of paid holidays, vacation, sick leave, personal leave, other paid leave and overtime, as well as any salary or wage bonus). The parties agree that these pension contributions **that would otherwise be paid in salary wages instead** will be contributed by the Employer (pre-tax) to the Pension Fund. The existing negotiated rate of pay for employees will be reduced by any additional contributions made to the Pension Fund by the County starting December 1, 2016 and for the period covered by the existing Collective Bargaining Agreement and any extension thereof. The contributions are to be considered Employer contributions for purposes of the tax laws and they are not taxable income to the employees, rather taxation is deferred until benefits are paid. On each anniversary of that effective date for the term of the Collective Bargaining Agreement, the contribution rate then in effect shall be increased by another 10% (rounded to the next highest penny).

Effective 12-01-2017 the rate will be increased to 2.14%.
Effective 12-01-2018 the rate will be increased to 2.36%.

With regard to benefits under the Pension Fund, the Plan's Preferred Schedule provides that the Pension Fund's current plan of benefits for the group(s) will remain unchanged with the following exceptions:

a. Benefit accruals for periods after adoption of the Preferred Schedule will be based on the contribution rate in effect immediately before the Preferred Schedule goes into effect for the group, not on the increased rates required by this Schedule.

b. Effective April 30, 2010 and until the Rehabilitation Plan succeeds, the Pension Fund is not permitted by the PPA to pay any lump sum benefits or pay any other benefit in excess of the monthly amount that would be payable to the pensioner under a single life annuity. This means that the Fund must suspend its Partial Lump Sum Option, Social Security Level Income Option, and Widow/Widower Lump Sum Option. Exceptions are made for a lump sum cash-out of a participant or beneficiary whose entire benefit entitlement has an actuarial value of $5000.00 or less and for the Fund's $5000.00 death benefit.

c. The Board of Trustees continues to have discretionary authority to amend the Rules and Regulations of the Pension Fund, including the Rehabilitation Plan, within the bounds of applicable law.

ARTICLE 14
HEALTH AND WELFARE

Section 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, 2016.

The County will not be responsible for changes imposed by an insurance provider in benefits, copayment 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 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, 2016.

Section 3: Cost Sharing.
The County will pay 90.5% of the cost of the premiums for employee's 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 + dependent/family group health and hospitalization insurance, and employees will contribute 30%. The employees' contribution for individual premiums shall not exceed $130.00 per month;

the employees' contribution for individual plus child or spouse shall not exceed $530.00 per month; and the employees' contribution for family insurance shall not exceed $630.00 per month. These contribution levels and caps shall not be altered or increased except by mutual agreement until November 30, 2021. The employees' portion of the premiums will be deducted from their pay checks.

Section 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, 2016. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, preferred provider provisions, preadmission and continuing admission review, prohibition on weekend admissions except in emergency situations, and mandatory outpatient elective surgery for certain designated surgical procedures.

Section 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 un-paid 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 plans, provided the employee makes arrangements for the change or arrangements to pay the entire insurance premium involved, including the amount of premium previously paid by the County.

Section 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 there-under 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 15.6 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 7: Retiree Health Insurance.
Retiree Health Insurance benefits are as described in the Agreement set forth in Appendix A.

Section 8: Insurance Committee.
The County agrees to allow 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 9: Compliance.
If, during the current contract, a change in the 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 Illinois Public Labor Relations Act, 5 ILCS 315/1, *et seq*.

ARTICLE 15
NO STRIKE/NO LOCKOUT

NO STRIKE
Neither the Union nor any officers, agents, or employees will instigate, promote, sponsor, engage in, or condone any strike, secondary boycott, residential picketing, slow down, sit down, concerted stoppage of work, or any other intentional interruption or disruption of the operation of the Employer at any location. Any or all employees proved of violating any provision of the Article beyond a reasonable doubt may be discharged or otherwise disciplined by the Employer. The failure to confer 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 Employer in taking whatever affirmative action is necessary to direct and urge any employee who violates this Article to return to work and to achieve a prompt resumption of normal operations.

NO LOCKOUT
The Employer will not lockout any employee during the term of this Agreement as a result of a labor dispute with the Union so long as there is a good faith compliance by the Union with this Article, unless the Employer cannot effectively operate in whole or in part due to a breach of this Article.

JUDICIAL RELIEF

Nothing contained herein shall preclude the Employer from obtaining a temporary restraining order, damages, and other judicial relief as determined appropriate by the court in the event the Union or any employee covered by this Agreement violates this Article.

ARTICLE 16
JURY DUTY

When an employee is called to serve on jury duty, the Employer shall compensate the employee with his regular pay; however, the employee must reimburse the County any jury fees paid other than meals provided at the County's expense.

ARTICLE 17
MANAGEMENT RIGHTS

Management reserves the right to assign work assignments and set work rules and standards to effectively maintain the performance level of the Williamson County State's Attorney Office. Management, by signing off on this contract, is agreeing to the provisions contained herein, which are in compliance with state law.

ARTICLE 18
OFFICE STAFFING

Due to the current size of the workload in the State's Attorney Office, there shall be no layoffs or positions eliminated. In the event of a bona fide workload decrease, the State's Attorney shall have the right to decrease the work force as per Article 12.

ARTICLE 19
FEES

The County agrees to reimburse each Assistant State's Attorney the cost of his or her Illinois Law License registration fee each year of the contract.

ARTICLE 20
NEW HIRING

The minimum salary for new Assistants shall be $30,000.

ARTICLE 21
DISCIPLINE AND DISCHARGE

Disciplinary action or measures shall include only the following:

1. Oral Reprimand (Employee is not entitled to Union Representation at this step)

2. Written Reprimand
3. Suspension with Pay (notice given in writing)
4. Suspension without Pay (notice giving in writing)
5. Discharge (notice given in writing)

The Employer recognizes the basic tenants of progressive and corrective discipline and will follow a policy of progressive discipline for initial occurrences of minor disciplinary infractions. The Employer may by-pass one or more of these steps if they determine that suspension or discharge for cause is warranted.

Disciplinary action may be imposed upon an employee for just cause. If the Employer has a reason to reprimand an employee, it shall be done in private, so as not to embarrass the employee before other employees or the public. The employee shall have the right to Union representation at all meetings where disciplinary action takes place, except in instances of oral reprimand or counseling.

ARTICLE 22
DURATION OF AGREEMENT

This Agreement shall be in full force and effect from December 1, 2016 until November 30, 2021. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing not less than ninety (90) days prior to the November 30 anniversary date that it desires to modify this Agreement. In the event notice is given, negotiations shall begin no later than ninety (90) days prior to the November 30 anniversary date.

If an impasse is reached at the expiration of the Agreement, a joint request will be made to the Illinois Department of Conciliation and Mediation for a mediator. If after thirty (30) days this process has not produced an Agreement, the matter shall go to the Illinois Arbitration Service for an arbitrator with each party submitting their final offer within one (1) week prior to the final mediation session. The arbitrator shall render a decision within forty-five (45) days that is binding on the parties. The cost of mediation and arbitration shall be divided equally excluding cost of outside representation.

IN WITNESS THEREOF, both parties have executed this Agreement on this 21st *day of*

December, 2016.

Williamson County State's Attorney:

Brandon J. Zanotti, State's Attorney

Laborers' Local 773

Kevin L. Starr, Business Manager

Williamson County Commissioners:

Ron Ellis, Board Chairman

Brent Gentry, Commissioner

Jim Marlo, Commissioner

Southern and Central Illinois Laborers' District Council:

Clint B. Taylor, Business Manager

APPENDIX "A"
RESOLUTION NO. 15-05-12-21
CONTINUATION OF EMPLOYEE HEALTH INSURANCE BENEFITS
THROUGH RETIREE HEALTH INSURANCE
WILLIAMSON COUNTY, ILLINOIS

A Resolution providing for and the making available to retiring Williamson County, Illinois employees continued employee health insurance benefits through Retiree Health Insurance effective December 1,2007.

WHEREAS, the Board of Commissioners of Williamson County, Illinois has determined that it is their intent to provide retiring Williamson County, Illinois employees with continued employee health insurance benefits through Retiree Health Insurance effective December I, 2007.

NOW, THEREFORE, BE IT RESOLVED that there be and hereby provided continued employee health insurance benefits through Retiree Health Insurance, as described below, for retiring employees of Williamson County, Illinois effective December 1,2007, provided in accordance with the terms and conditions as stated below:

SECTION 1- ELIGIBILITY REQUIREMENTS;

Regular and *BCO members* with IMRF

As long as available through our group health insurance carrier and if all of the following six requirements are met, employees who are Regular members and ECO members with IMRF will be considered eligible for Retiree Health Insurance as offered by Williamson County, Illinois:

1) The employee must be age 55 upon making the election for Retiree Health Insurance Coverage.

2) The employee must be covered on the County's Health Insurance Plan immediately prior to making the election for Retiree Health Insurance Coverage.

3) The employee must have completed 10 years of continuous or non-continuous service in one or more County Department(s).

4) The employee must be an employee of Williamson County Government and not of any component unit, related organization, or other affiliated group.

5) The employee must sign an irrevocable statement of retirement and an irrevocable election for Retiree Health Insurance. The irrevocable statement of retirement and irrevocable election for Retiree Health Insurance must include the employee's name, current position, current office, year(s) of service in current position, year(s) of service in any other County positions, effective date of retirement, requested effective date of Retiree Health Insurance, the employee's Medicare eligibility date, and the current Office Holder's signature of understanding. The irrevocable statement of retirement and the irrevocable election for Retiree Health Insurance are both required to be notarized within one month prior to submission for benefits.

6) Employees electing Retiree Health Insurance will be eligible to continue coverage only with the plan (single, single/spouse, single/family) that was in effect as of the date of the election for Retiree Health Insurance benefits. If there is a change in family status after the election date. (i.e. death of spouse), the employee will be allowed to decrease coverage from family to single, family to single/spouse, or single/spouse to single. Under no circumstances can the employee increase coverage from single to single/spouse, single to family, or single/spouse to family.

SLEP IMRF and ECQ SLEP IMRF Members

As long as available through our group health insurance carrier and if all of the following six requirements are met, employees who are SLEP and ECO SLEP members with IMRF will be considered eligible for Retiree Health Insurance as offered by Williamson County, Illinois:

7) The employee must be age 50 upon making the election for Retiree Health Insurance Coverage.

8) The employee must be covered on the County's Health Insurance Plan immediately prior to making the election for Retiree Health Insurance Coverage.

9) The employee must have completed 10 years of continuous or non-continuous service in one or more County Department(s),

10) The employee must be an employee of Williamson County Government and not of any component unit, related organization, or other affiliated group.

11) The employee must sign an irrevocable statement of retirement and an irrevocable election for Retiree Health Insurance. The irrevocable statement of retirement and irrevocable election for Retiree Health Insurance must include the employee's name, current position, current office, year(s) of service in current position, year(s) of service in ally other County positions, effective date of retirement, requested effective date of Retiree Health Insurance, the employee's Medicare eligibility date, and the current Office Holder's signature of undemanding. The irrevocable statement of retirement and the irrevocable election for Retiree Health Insurance are both required to be notarized within one month prior to submission for benefits.

12) Employees electing Retiree Health Insurance will be eligible to continue coverage only with the plan (single, single/spouse, single/family) that was in effect as of the date of the election for Retiree Health Insurance benefits. If there is a change in family status after the election date, (i.e, death of spouse), the employee will be allowed to decrease coverage from family to single, family to single/spouse, or single/spouse to single. Under no circumstances can the employee increase coverage from single to single/spouse, single to family, or single/spouse to family,

SECTION 2 - PREMIUMS:

A. For Regular IMRF and ECO IMRF retirees ages 55 to Medicare Eligibility Date:

This section is only applicable to Regular IMRF and ECO IMRF retirees who are age 55 to the employee's respective Medicare Eligibility Date. Section 2B describes the benefits available to retirees as of the employee's respective Medicare Eligibility date and beyond.

The County agrees to pay a percentage of each employee's monthly health insurance premium up to a maximum of $500 Per month per employee. The percentages will vary according to longevity. Employees, who meet the requirements as stated in Section 1, may obtain continued County Health Insurance by paying the employee's portion of premiums according to the following rate schedule:

Years of Service	Employee Portion	County Portion
10-20 Years of Service	75 % of monthly premium, plus any amount above the maximum monthly County contribution.	25% of monthly premium up to the maximum monthly premium

Years of Service	Employee Portion	County Portion
20-25 Years of Service	50% of monthly premium, plus any amount above the maximum monthly County contribution.	50% of monthly premium up to the maximum monthly premium.

Years of Service	Employee Portion	County Portion
25 or more Years of Service	25% of monthly premium, plus any amount above the maximum monthly County contribution.	75% of monthly premium up to the maximum monthly premium.

If an eligible County employee retires and elects employee/spouse plan continued coverage or employee/family plar continued coverage, the employee shall be responsible for 100% of the additional employee/spouse plan monthly premiums or the employee/family plan monthly premiums above the maximum of $500 per month as stated by the plan.

Premiums payments due from eligible County retirees are due by the 5th of each month. Coverage shall be terminatec for non-payment of premiums.

B. For SLEP IMRF end ECO SLEP IMRF retires ages 50 to 55:

This section is only applicable to SLEP IMRF and ECO SLEP IMRF retirees who are age 50 to 55.

The County agrees to pay a percentage of each employee's monthly health insurance premium up to a maximum o: $500 per month per employee. The percentages will vary according to longevity. Employees, who meet the requirements as stated in Section 1, may obtain continued County Health Insurance by paying the employee's portior of premiums according to the following rate schedule:

Years of Service	Employee Portion	County Portion
10-20 Years of Service	85 % of monthly premium, plus any amount above the maximum monthly County contribution.	15% of monthly premium up to the maximum monthly premium.
20-25 Years of Service	60 % of monthly premium, plus any amount above the maximum monthly County contribution.	40% of monthly premium up to the maximum monthly premium.
25 or more Years of Service	35% of monthly premium, plus any amount above the maximum monthly County contribution.	65% of monthly premium up to the maximum monthly premium.

If an eligible County employee retires and elects employee/spouse plan continued coverage or employee/family plan continuec coverage, the employee shall be responsible for 100% of the additional employee/spouse plan monthly premiums or th employee/family plan monthly premiums above the maximum of $500 per month as stated by the plan.

Premiums payments due from eligible County retirees are due by the 5th of each month. Coverage shall be terminated for non payment of premiums.

All SLEP IMRF and ECO SLEP IMRF members, upon turning age 55, shall abide by the same premium schedule as Regular IMRI and ECO IMRF members up to their respective Medicare eligibility dates.

C. For all Regular. ECO. SLEP, and ECO SLEP IMRF retirees who have reached the age of Medicare Eligibility or who are otherwise eligible for Medicare:

This section is applicable to all Regular, ECO, SLEP and ECO SLEP IMRF retirees who have reached the age of Medicare eligibility or who are otherwise eligible for Medicare. Section 2A describes the benefits available to Regular IMRF and ECO IMRF retirees ages 55 to the date of Medicare eligibility. Section 2B describes the benefits available to SLEP IMRF and ECO SLEP IMRF retirees ages 50 age 55.

This section is also applicable to retirees who retire prior to their respective Medicare eligibility dates at whatever age and subsequently reach their respective Medicare eligibility dates while continuing coverage on the County's Group Health Insurance Plan.

Upon becoming eligible for Medicare at age 65 or another age, whether as of the employee's retirement date or a date subsequent to retirement, the retiree shall use Medicare as his or her primary medical insurance and prescription drug provider. The retiree may elect to obtain secondary coverage by continuing coverage under the County's Group Health Insurance Plan. Upon retirement or upon the employee's Medicare eligibility date, the employee must provide the County a copy of his or her Medicare card and must submit the appropriate forms to notify Medicare and our medical insurance provider notifying each plan of the change of Medicare to the primary provider and the County's medical insurance provider to the secondary insurance provider.

The County agrees to pay a percentage of each employee's monthly secondary health insurance premium up to a maximum of $200 per month per employee. The percentages will vary according to longevity. Employees, who meet the requirements as stated in Section 1 and have reached the age of Medicare eligibility, may obtain continued County Health Insurance by paying the employee portion of secondary premiums according to the following rate schedule:

Years of Service	Employee Portion	County Portion
10-20 Years of Service	75 % of monthly premium, plus any amount above the maximum monthly County contribution.	25% of monthly premium up to the maximum monthly premium.
20-25 Years of Service	50 % of monthly premium, plus any amount above the maximum monthly County contribution.	50% of monthly premium up to the maximum monthly premium.
25 Of more Years of Service	25% of monthly premium, plus any amount above the maximum monthly County contribution.	75% of monthly premium up to the maximum monthly premium.

If an eligible County employee retires and elects employee/spouse plan continued coverage or employee/family plan continued coverage, the employee shall be responsible for 100% of the additional employee/spouse plan monthly premiums or the employee/family plan monthly premiums above the maximum of $200 per month as stated by the plan.

Premiums payments due from eligible County retirees for secondary coverage are due by the 5th of each month Coverage shall be terminated for non-payment of premiums.

D. Surviving Spouse/Family Benefit

1) If the retired employee, after selecting continuation of coverage for a spouse or family plan, passes away, the insurance benefit for the surviving spouse/family will continue through the last day of the month for the premiums already submitted by the County.

Example: If a retired employee passes away January 15, the retiree health insurance coverage will extend for the surviving spouse/family through February 28, providing the County has submitted the February premium as of the date of death. If the February premium has not been submitted by the County as of the January 15 date of death, the coverage would only be extended through January 31.

2) The surviving spouse/family will have the option to continue the retiree health insurance coverage

3) The surviving spouse/family will be required to submit 100% of the monthly premium for the plan in place at the time of the retired employee's death by the 5th of each month. There will be no County match for the surviving spouse/family.

4) The County will notify the surviving spouse/family of the plan selected, the required monthly premium and the respective due date for each monthly premium.

5) The surviving spouse/family will be required to send written notification to the County as to the selection of continued coverage of the plan in place as of the date of death of the desire for discontinuation of the retiree health benefit.

6) The surviving spouse/family benefit may continue until the surviving spouse reaches age 65 or becomes otherwise eligible for Medicare.

7) Utilizing the surviving spouse/family benefit for secondary insurance coverage after age 65 or becoming otherwise eligible for Medicare will not be available to surviving spouses/families.

SECTION 3- OTHER PROVISIONS

1) This plan is expressly provided for retired employees of the County. Therefore, premium schedules will be based on the retired employee's age and length of service.

2) The County does not intend for this resolution to be in contradiction with any Federal, State or Local Laws pertaining to employee health insurance provisions or any current collective bargaining agreements in place at the time of the passing of this resolution.

3) The County reserves the right to change health insurance providers and agents depending on the terms and conditions of plans presented to the Board of Commissioners.

4) The County reserves the right to submit requests for bids for health insurance providers and agents in accordance with fiscal year planning.

5) The attached schedule lists the current health insurance rates that are applicable to the formulas listed above The amounts payable from the County and the retired Employee will change as the monthly premiums are revised annually by the County's Health Insurance provider. All maximum County rates are fixed until this resolution is amended.

6) Each eligible retiree will be notified with 60 days of new health insurance rates as dictated by the County Health Insurance provider and of the adjusted employee portion due for continued coverage.

7) As this is intended to be a continuation of coverage, all terms and conditions, inclusive of deductibles and out of pocket costs, of the County Health Insurance Plan will also apply to Retiree Health Insurance.

8) Currently, as per IRS codes and standards, the payment of premiums for Retiree Health Insurance on behalf of retirees is not a taxable event to the employee or to Williamson County for Federal

Income Tax, Social Security/Medicare, or State of Illinois tax purposes. However, if the IRS codes or standards change, the County will abide by the most recent IRS codes and standards.

9) As the County's Health Insurance Plan's terms and conditions change or if plan participation levels are below cost/benefit ratios, the County reserves the right to amend this resolution and/or any provisions, inclusive of termination of the Retiree Health Insurance Plan, of the Retiree Health Insurance Plan benefits. Any amendments to this resolution or to any provisions of the Retiree Health Insurance Plan will be properly negotiated through collective bargaining procedures prior to adoption of any plan amendments.

10) If for any reason the Retiree Health Insurance Plan is terminated, the employees on the plan as of the termination date will continue to receive the benefits stated above up to their respective Medicare eligibility dates. As of the Retiree Health Insurance Plan termination date, no new employees will be eligible to be added to the plan.

11) County employees retiring prior to the effective date of this resolution are not eligible for Retiree Health Insurance Plan benefits.

12) County employees who obtain employment after retiring from the County and are eligible for health insurance coverage with another employer must notify the County Administrator's office immediately. Upon a retiree's eligibility for another employer's health insurance coverage, the retiree's eligibility for the County's Retiree Health Insurance Plan shall terminate.

13) A separate interest bearing bank account will be used for the Retiree Health Insurance Plan in order to provide adequate accountability and disclosure. In the year of an employee(s) retirement) any and all savings in salaries and fringe benefits will be reinvested into the health insurance plan(s) maintained by the County for County employees, with the funding emphasis being on the Retiree Health Insurance Plan.

14) The County Commissioner's office shall be the administrator for the plan and the County Treasurer shall be the custodian for the funds.

On roll call vote this **Resolution No. 15-05-122** passes this 12th day of May, 2015.

WILLIAMSON COUNTY BOARD OF COMMISSIONERS

Jim Marlo, Chairman

Brent Gentry, Commissioner

Ron Ellis, Commissioner

ATTEST:

Amanda Barnes, County Clerk and Recorder

APPENDIX "B"
WILLIAMSON COUNTY STATE'S ATTORNEY'S OFFICE
(ASSISTANT STATE'S ATTORNEY BARGAINING UNIT)

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA NATIONAL (INDUSTRIAL) PENSION

'PREFERRED SCHEDULE'

Whereas the undersigned Union and Employer are parties to a Collective Bargaining Agreement that provides for contributions to the Laborers' National (Industrial) Pension Fund; and

Whereas, the Pension Fund's Board of Trustees has adopted a Funding rehabilitation Plan ("Plan"), dated July 26, 2010, to improve the Fund's funding status over a period of years as required by the Pension Protection Act of 2006 ("PPA"); and

Whereas, a copy of the Plan has been provided to the Union and Employer; and

Whereas, the Plan, in accordance with the PPA, requires that the signatories to every Collective Bargaining Agreement providing for contributions to the Pension Fund adopt one of the Schedules included in the Plan; and

Whereas, the Union and the Employer have agreed to adopt the Plan's Preferred Schedule and wish to document that Agreement;

It is hereby agreed by the Undersigned Union and Employer as follows:

1. This Section shall be considered as part of the Collective Bargaining Agreement. The provisions of this Section supersede any inconsistent provision of the Agreement.

2. The current contribution rate to the Pension Fund shall be increased effective December 1, 2016 by 10% to the rate of 1.95% of salary or wage payments that each employee covered by this Agreement is paid by the Employer (including months or portions of months of paid holidays, vacation, sick leave, personal leave, other paid leave and overtime, as well as any salary or wage bonus). The parties agree that these pension contributions **that would otherwise be paid in salary or wages instead** will be contributed by the Employer (pre-tax) to the Pension Fund. The existing negotiated rate of pay for employees will be reduced by any additional contributions made to the Pension Fund by the County starting January 1, 2016 and for the period covered by the existing Collective Bargaining Agreement and any extension thereof. The contributions are to be considered Employer contributions for purposes of the tax laws and they are not taxable income to the employees, rather taxation is deferred until benefits are paid.

On each anniversary of that effective date for the term of the collective bargaining agreement, the contribution rate then in effect shall be increased by another 10% (rounded to the next highest penny), 12-01-2017 increased to 2.14%, 12-01-2018 increased to 2.36%.

3. With regard to benefits under the Pension Fund, the Plan's Preferred Schedule provides that the Pension Fund's current plan of benefits for the group(s) will remain unchanged with the following exceptions:

(a) Benefit accruals for periods after adoption of the Preferred Schedule will be based on the contribution rate in effect immediately before the Preferred Schedule goes into effect for the group, not on the increased rates required by this Schedule.

(b) Effective April 30, 2010 and until the Rehabilitation Plan succeeds, the Pension Fund is not permitted by the PPA to pay any lump sum benefits or pay any other benefit in excess of the monthly amount that would be payable to the pensioner under a single life annuity. This means that the Fund must suspend its Partial Lump Sum option, Social Security Level Income Option, and Widow/Widower Lump Sum Option. Exceptions are made for a lump sum cash-out of a participant or beneficiary whose entire benefit entitlement has an actuarial value of $5000 or less and for the Fund's $5000 death benefit.

(c) The Board of Trustees continues to have discretionary authority to amend the Rules and Regulations of the Pension Fund, including the Rehabilitation Plan, within the bounds of applicable law.

- The Plan as a whole is deemed to be a part of the Preferred Schedule.

- This Addendum shall be effective as of December 1, 2016, which date is the same date on which the contribution rate increase under paragraph 2 is first effective.

o acknowledge their agreement to this Preferred Schedule, the Union and Employer have caused their uthorized Representatives to place their signatures below on this 21st day of December, 2016:

OR THE EMPLOYER:
Villiamson County State's Attorney

Brandon Zanotti, State's Attorney

FOR THE UNION:
Laborers' Local 773

Kevin L. Starr, Business Manager

Villiamson County Board of Commissioners

Commissioner Jim Mario

Commissioner Brent Gentry

Commissioner Ron Ellis

The Southern and Central Illinois Laborers' District Council

Clint B. Taylor, Business Manager

APPENDIX "C"

DUES CHECK-OFF AUTHORIZATION FORM

LABORERS' LOCAL 773
5102 LABORERS' WAY
MARION, IL 62959

AFFILIATED WITH
THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

(Williamson County State's Attorney Office)

I, _____, (print name), do hereby assign to Laborers' Local Union No. 773, Laborers' International Union of North America, such amounts from my wages as shall be required to pay an amount equivalent to the initiation fees, readmission fees, membership dues, and assessments of the Local Union as may be established for its members from time to time. My Employer, including my present Employer and any future Employer, is hereby authorized to deduct amounts from my wages and pay the same to the Local Union and/or its authorized representative, in accordance with the Collective Bargaining Agreement in existence between the Union and my Employer.

This authorization shall become operative upon the effective date of each Collective Bargaining Agreement entered into between my Employer and the Union.

This authorization shall be irrevocable for a period of one year, or until termination of the Collective Bargaining Agreement in existence between my Employer and the Union, whichever occurs sooner; and I agree and direct that this authorization shall be automatically renewed and shall be irrevocable for successive periods of one year each, or for the period of any subsequent Agreement between my Employer and the Union, whichever is shorter, unless written notice is given by me to my Employer and the Local Union not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable Collective Bargaining Agreement between my Employer and the Union, whichever occurs sooner. Furthermore, this check-off authorization shall continue in accordance with the above renewal and revocation provisions irrespective of my membership in the Union.

Union Dues and fees are not tax deductible as charitable contributions for federal income tax purposes. Local dues may qualify as business expenses, however, and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Service.

This assignment has been executed this _____day of_____,20_____.

( )
Telephone Number | Employee Signature

Date of Birth | Social Security Number

Address

City | State | Zip Code

Initiation Fee | Date Employed | Dues