

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**THE COUNTY OF WILLIAMSON
(CIRCUIT CLERK EMPLOYEES)**

AND

**LABORERS' INTERNATIONAL UNION OF NORTH AMERICA,
THE SOUTHERN AND CENTRAL ILLINOIS LABORERS' DISTRICT COUNCIL,
AND
LABORERS' LOCAL 773**



Effective: November 1, 2013 through November 30, 2017

**Williamson County Circuit Clerk
Collective Bargaining Agreement**

ADDENDUM

The Employer and Union have agreed to amend the current Collective Bargaining Agreement as follows:

Effective 11-01-2013:

**ARTICLE 2
AREA AND EMPLOYEES COVERED**

All employees employed by the Williamson County Circuit Clerk's Office to include Supervisor and as referenced in Certification **S-RC-91-014**. Excluded in this unit are the Circuit Clerk, and confidential employees of the employer and any other employees of the Office of the Circuit Clerk as defined in the Illinois Public Labor Relations Act.

Use of Masculine Pronoun:

The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

**ARTICLE 9
SALARY SCHEDULES AND PAY PERIODS**

Employees of the Circuit Clerk's Office shall receive the following wage increase:

Effective December 1, 2012.....	\$0.70/hour.
Effective December 1, 2013.....	\$0.70/hour.
Effective December 1, 2014.....	\$0.70/hour.
Effective December 1, 2015.....	\$0.70/hour.
Effective December 1, 2016.....	\$0.70/hour.

Employees shall be paid on alternate Fridays.

ARTICLE 15 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, 2013. 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, 2013.

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 per month; and the employees' contribution for family insurance shall not exceed \$630 per month. These contribution levels and caps shall not be altered or increased except by mutual agreement until November 30, 2018. 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, 2013. 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 plan(s), 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 14.6 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 state or federal laws mandate that the County must require employees to contribute more in premium payments or mandate that the County reduce benefit levels in some substantial way, then the parties shall reopen the insurance provisions of this contract in an attempt to resolve the matter through good faith bargaining, with any impasse result pursuant to Section 14 of the Labor Act.

BEGINNING AND DURATION OF AGREEMENT

Except as noted, this Agreement shall be in full force and effect from November 1, 2013 until November 30, 2017, and shall automatically continue year to year thereafter. Either party desiring change or modification in the same shall notify the other party in writing at least ninety (90) days prior to November 30, 2017.

1. If, at the expiration of this Agreement, a settlement mutually agreeable to both parties has not been reached, a joint request will be made to the Federal Mediation and Conciliation Service for a mediator. If, at the end of thirty (30) days, this process has not produced an agreement it shall be referred to Step 2.
2. A joint request shall be made to the FMCS for an arbitrator with the parties each submitting their final offer. The arbitrator shall render a decision within forty-five (45) days that is final and binding on the parties. The costs of the arbitrator shall be shared by the parties 50/50, with each responsible for its own cost of representation.

IN WITNESS WHEREOF, the parties hereto have set their hands;

FOR THE EMPLOYER:
County of Williamson

FOR THE UNION:
Laborers' Local 773

Stuart Hall
Stuart Hall, Williamson Co Circuit Clerk

Kevin L. Starr
Kevin L. Starr, Business Manager

12-16-13
Date

12-18-13
Date

COUNTY COMMISSIONERS

THE SOUTHERN AND CENTRAL
ILLINOIS LABORERS' DISTRICT
COUNCIL

Ron Ellis
Ron Ellis

Clint B. Taylor
Clint B. Taylor, Business Manager

Jim Marlo
Jim Marlo

12-18-13
Date

Brent Gentry
Brent Gentry