

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

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

AND

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



DURATION: DECEMBER 1, 2017 THROUGH NOVEMBER 30, 2021

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
1	Parties to Agreement	1
2	Area & Employees Covered	1
3	Recognition, dues Check off & Union Security.....	1
	Section 1 - Dues Check off.....	1
	Section 2 - Union Security	2
	Section 3 - Religious Exemption.....	3
	Section 4 - Notice of Appeal	3
	Section 5 – Indemnification.....	3
4	Management Rights.....	3
5	No Strike - No Lockout.....	4
	Section 1 - No Strike.....	4
	Section 2 - No Lockout	4
	Section 3 - Judicial Relief	4
6	Work Week & Overtime Pay.....	4
7	Holidays, Sick, Personal & Bereavement Leave	5
	Section 1 - Sick Leave	5
	Section 2 – Personal Leave.....	6
	Section 3 - Bereavement Leave.....	6
8	Vacation	6
9	Salary Schedules & Pay Periods	7
10	Grievance Procedure.....	7
	Section 1 – Purpose	7
	Section 2 – Procedure	7
11	Steward	8
12	Training	8
13	Seniority.....	9
14	IMRF.....	9
15	Health & Welfare	9
	Section 1 - Health & Hospitalization Coverage	9
	Section 2 - Right to Change Insurance Carriers	9
	Section 3 - Cost Sharing.....	9
	Section 4 - Cost Containment.....	9
	Section 5 - Continuation of Benefits While on Leave or Layoff	9
	Section 6 - Terms of Insurance Policies to Govern.....	10
	Section 7 – Retiree Benefits	10
16	Discipline	11
17	Limitations of Agreement.....	11
	Section 1 - Conduct of Lawsuits	11
	Section 2 - Judicial Powers.....	11
	Section 3 - Entire Agreement.....	11
	Section 4 – Savings.....	12
	Beginning & Duration of Agreement.....	12
	Appendix “A” Dues Authorization.....	14
	Appendix “B” Checkoff Authorization and Assignment	19

COLLECTIVE BARGAINING AGREEMENT

ARTICLE 1 PARTIES TO AGREEMENT

This Collective Bargaining Agreement is made and entered into by and between the Williamson County Circuit Clerk, hereinafter referred to as the "Employer", 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 employees employed by the Williamson County Circuit Clerk's Office *to include Supervisor and* as referenced in Certification **S-RC-91-12/14**. 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 3 RECOGNITION, DUES CHECK-OFF AND UNION SECURITY

Within the limits provided by the laws of Illinois, the Employer recognizes The Laborers' International Union of North America as the exclusive bargaining representative for the employees covered by this Agreement.

Section 1 - Dues Check-off

The Employer agrees to deduct from the pay of those employees who individually request it, any or all of the following:

- a. Union membership dues, assessments, or fees;
- b. Union sponsored benefit programs.

Request for any of the above shall be made on a form (Appendix "B") agreed to by the parties. Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with law. The aggregate deductions of all employees shall be remitted to the Union at: Laborers' Local 773, 5102 Ed Smith Way, Marion, Illinois 62959, or at such other address as designated in writing to the Employer by the Union. The Union shall advise the Employer of any increase in dues or other approved deductions in writing at least fifteen (15) days prior

to its effective date. All employees covered by this Agreement who sign Union dues check-off cards for Laborers' shall not be allowed to cancel such dues deduction within the term of this Agreement. The period for cancellation of dues deduction shall be the first pay period of this Agreement, and it is contemplated by the parties that the same period will be provided in future Collective Bargaining Agreements.

The Union shall indemnify, defend, and hold the Employer harmless against any claim, demand, suit, or liability arising from any action taken by the Employer in complying with this Article.

Section 2 - Union Security: Fair Share Deductions

The Employer shall grant "fair share" to the Union in accordance with Section 6(e)-(g) of the Illinois Public Labor Relations Act. Employees covered by this Agreement, who have completed probation, are scheduled to work full-time (i.e. 5 days/week, 35 hours of work/week), are expected to work indefinitely, rather than for a specified period of time, and who are not members of the Union shall pay the Union each month their fair share for collective bargaining, contract administration services, and the pursuance of matters affecting wages, hours and conditions of employment. The fair share payments, as certified by the Union, shall be deducted by the Employer from the earnings of the non-member employees. The deductions of all employees and a list of their names shall be remitted to the Union at: Laborers Local 773, 5102 Ed Smith Way, Marion, Illinois 62959, or at such other address as designated in writing to the Employer by the Union.

The Union agrees to provide the Employer with a list of any discrepancies between its understanding of who would be subject to a fair share deduction and the list provided by the Employer. The Union further agrees to periodically provide the Employer with an affidavit certifying the amount of the fair share fee, not exceeding the dues uniformly required of members of the Union. The Union shall advise the Employer of any increase in fair share fees in writing at least fifteen (15) days prior to its effective date. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office, for any member-only benefit, or for any other matter determined not to be appropriate.

The Employer shall be relieved from making any deductions, upon termination of this Agreement, termination of an employee's employment, transfer of an employee from the bargaining unit, or a revocation of an employee's authorization. The Employer shall not be obligated to deduct dues from an employee's pay during any month in which the employee's pay is less than the amount to be deducted.

The Union agrees to assume full responsibility to ensure full compliance with the requirement laid down by the United States Supreme Court in *Chicago Teachers Union v. Hudson*, 106 U.S. 1066 (1986), subsequent Federal and Illinois Court decisions and decisions by the Illinois State or Local Labor Relations Board or an arbitrator. It is specifically agreed that any dispute concerning the amount of fair share payment and/or the establishment of the constitutionally mandated procedures for resolving disputes as to the appropriate amount of such fair share payment shall be the responsibility of the

Union and not the Employer, and such dispute shall not be subject to the grievance and arbitration procedures set forth in this Agreement, but may be subject to an internal Union arbitration.

Section 3 – Religious Exemption

Should any employee make a valid objection to making his or her fair share payment to the Union because of bona fide religious tenets or teachings of a church or religious body of which such employee is a member, an amount equal to fair share payment shall be paid to a non-religious charitable organization mutually agreed upon by the employee affected and the Union, as set forth in Section 6(g) of the Illinois Public Labor Relations Act. If the Union and the employee are unable to agree on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois State Labor Relations Board. The employee will be required to furnish a written receipt to the Union on a monthly basis, verifying that such payment has been made.

Section 4 - Notice of Appeal

The Union agrees to provide notices and appeal procedures to employees in accordance with applicable law.

Section 5 – Indemnification

The only obligation of the Employer is to deduct and remit the certified amounts to the Union in accordance with Section 1 of this Article. The Employer shall bear no obligation or liability to the Union or any employee for any action taken in an effort to discharge such obligation. The Union shall indemnify, defend, and hold harmless the Employer, its officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, or any other forms of liability that shall arise out of or by reason of any action by the Employer for the purpose of complying with this Article or in reliance upon any list, form, notice, certification, or assignment furnished by the Union pursuant to the provisions hereof.

**ARTICLE 4
MANAGEMENT RIGHTS**

The Employer, subject to the general administrative and supervisory authority of the Illinois Supreme Court and the Chief Judge, has the right to direct all work activities and shall retain and have the exclusive right to exercise the customary functions of management, including but not limited to: the right to manage and control the premises and equipment, to supervise and assign duties to employees in accordance with the needs and requirements of the Employer; to determine qualifications for the work force, including the right to do all hiring; and to carry out all ordinary functions of management subject only to the terms and provisions expressly specified in this Agreement.

Notwithstanding the above, if, during the life of this Agreement, a job in a new classification is created in the bargaining unit, the Employer will negotiate with the Union regarding the role that seniority will play in filling that position.

ARTICLE 5 NO STRIKE / NO LOCKOUT

Section 1 - No Strike

Neither the Union nor any officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, secondary boycott, residential picketing, slow down, sit down, concerted stoppage of work, concerted refusal to perform overtime, or any other intentional interruption or disruption of the operations of the Employer at any location, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the 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.

Section 2 - No Lockout

The Employer will not lockout any 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 the Union with this Article, unless the Employer cannot efficiently operate in whole or in part due to a breach of this Article.

Section 3 - 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 employees covered by this Agreement violate this Article.

ARTICLE 6 WORKWEEK AND OVERTIME PAY

The workweek will be based on thirty-five (35) hours, with the office hours 8:00 a.m. until 4:00 p.m., with one (1) unpaid hour for lunch, a fifteen (15) minute break in the morning and a fifteen (15) minute break in the afternoon.

Employees shall be compensated in compensatory time at a rate of one and one-half (1½) times the regular rate of pay for work in excess of thirty-five (35) hours in a week. Work in excess of forty (40) hours in a week will be compensated at a rate of one and one-half (1 ½) times the regular rate of pay and may be "paid" at that rate by use of compensatory time, conditional upon agreement by the employee and the Circuit Clerk. The compensatory time referenced in this paragraph may be taken at a mutually agreeable time, within one (1) month of accrual, but will be paid if not taken within a month.

All forms of approved absences, such as sick days, holidays, etc., shall be counted as time worked for overtime computation.

Any overtime or compensatory time must be previously approved by the Employer or the Employer's designee.

One (1) hour lunch breaks may be taken between 11:00 a.m. and 1:00 p.m.; however; at least two (2) bargaining unit employees must be in both the main office and traffic office at all times. Subject to the prior approval of the Circuit Clerk, and subject to the restrictions above, an employee may report to work at 8:30 a.m. and take a one-half (1/2) hour lunch break. Deputy clerks working in court will take their lunch hour when the court recesses for lunch.

ARTICLE 7 HOLIDAYS, SICK, PERSONAL AND BEREAVEMENT LEAVE

The holidays recognized under this Agreement shall be those days designated as holidays by the Illinois Supreme Court or the Chief Judge of the First Judicial Circuit.

Employees shall receive seven (7) hours pay for the recognized holiday. When an employee is required to work on a holiday, he shall be paid one and one-half (1 ½) times his regular rate of pay.

In the event a holiday is declared for all other Williamson County employees and where the employees covered by this Agreement are required to work while other employees are given a paid day off from work, those employees covered by the Agreement who are required to work those days will be given an extra day off at a later date.

Section 1 - Sick Leave

Each employee shall be entitled to twelve (12) sick leave days per year without loss of pay.

Sick leave may accumulate from year to 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 an extension of their pension service at the rate of one (1) month for every twenty (20) days of unpaid, unused sick leave or fraction thereof, not to exceed two hundred and forty (240) days (one year at ending employee's salary value) See: IMRF Booklet 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 himself not eligible to receive a pension under that system, the employee shall not be compensated in any way for the sick leave accumulated.

However, for employees under the minimum eight years of service for an IMRF pension, please note that converted sick leave service cannot be used to meet the required minimum eight years and will have to be purchased back from those employees. Sick days may accumulate up to sixty four (64) days. The employee will

receive 50% of the value for each unused accumulated sick day, example: 4 days X 50% = two (2) days pay.

Section 2 - Personal Leave: The Employer shall grant each employee four (4) days of personal business leave without loss of pay. Employees shall give to the Circuit Clerk at least twenty-four (24) hours written notice of their request for personal days, except in the case of an emergency. The Circuit Clerk may deny a request for use of a personal day if two (2) employees are scheduled for, or are on, vacation on the day requested. Personal days may be used in increments of no less than one-half (1/2) day.

Section 3 – Bereavement Leave

In the event of a death in the immediate family of an employee, the employee shall be allowed three (3) working days leave and these three (3) working days shall not be charged to sick leave. Immediate family shall mean the death of a spouse, father, mother, brother, sister, son, daughter, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, maternal or paternal grandparents, including step-relations in the same categories as the aforesaid.

Section 4 - Birthday

Each employee shall be entitled to take their birthday off work with pay. Employees shall receive seven (7) hours of pay for the day. If an employee's birthday falls on a weekend day or holiday then the employee shall be entitled to take the next business day off. This provision shall become effective on December 1, 2018.

**ARTICLE 8
VACATION**

An employee shall be credited on his anniversary date of each year the following days of paid vacation.

After 1 year of service	10 days vacation
After 5 years of service.....	15 days vacation
After 10 years of service.....	20 days vacation
After 25 years of service.....	1 additional vacation day

All vacation time is to be taken before November 30th in the year earned. Employees shall be compensated for all vacation not used prior to the end of the fiscal year. Vacation days may be used separately or taken in blocks. When vacation days are used separately, written advance notice for a vacation day shall be submitted as soon as possible to the Circuit Clerk.

All vacation day(s) requests shall be submitted at least (48) hours in advance of their requested day of use for those requests involving (1) requested day and at (10) business days in advance for those requesting more than (1) day of use. (This provision shall become effective on December 1, 2018, in regards to the (1) day

requests and until such time the Circuit Clerk or her designee agrees to the work with employees in their scheduling).

Available vacation days shall be awarded on a "first come, first served basis. If requests are made on the same day for the same vacation and both requests cannot be accommodated, the vacation shall be awarded to the more senior employee. Notwithstanding, two (2) employees may be allowed to take vacation at the same time, provided no more than one is from the traffic office and no more than one is from the main office.

**ARTICLE 9
SALARY SCHEDULES AND PAY PERIODS**

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

Effective December 1, 2017	\$0.55/hour.
Effective December 1, 2018.....	\$0.55/hour.
Effective December 1, 2019.....	\$0.55/hour.
Effective December 1, 2020.....	\$0.55/hour.

The starting wage for new employees in the Circuit Clerk's Office will be a minimum of \$12.00 per hour.

Employees shall be paid on alternate Fridays.

Employees hired after April 1, 2011 shall have their first five (5) days pay withheld for accounting needs of the County. Employees hired before April 1, 2011 shall have the option of choosing benefit days accumulated to be submitted and held as their five (5) days holdback time.

**ARTICLE 10
GRIEVANCE PROCEDURE**

Section 1 - Purpose

The Employer and the Union hereby establish the following grievance procedure for the purpose of resolving disputes concerning the interpretation of this Agreement or disputes concerning employee discipline.

Section 2 - Procedure

The grievance shall be presented promptly so that the facts can be readily obtained. The time limit shall be established as within two (2) working days of the occurrence that comprised the grievance.

In the event that an employee shall have a grievance, he shall report the same to his Steward, in writing, and the Steward shall report the same to the employee's immediate

supervisor promptly. If the Steward and the immediate supervisor cannot adjust the matter satisfactorily, the grievance shall be submitted to the Union Representative and the Circuit Clerk or his designee. If, at such time, the Union Representative and the Circuit Clerk cannot settle the matter within seven (7) days, it shall be referred for arbitration.

In accordance with this Article, the Union, by written notice to the Employer, may appeal a grievance to arbitration.

An arbitrator chosen by mutual agreement of the Employer and the Union shall conduct the arbitration proceeding. If the parties fail to select an arbitrator by mutual agreement, they shall select from among a panel sent by the Federal Mediation and Conciliation Services (FMCS) pursuant to its rules.

Except as otherwise provided by law, the decision of the arbitrator shall be final and binding on the parties and the cost of the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representative and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the arbitrator. If the other party desires a copy, it shall pay one-half (1/2) the transcription fee and the cost of duplicating its copy.

The jurisdiction of the arbitrator shall be limited to the interpretation and application of the provisions of this Agreement and the obligations of the parties under this Agreement. The arbitrator shall have no power or authority to add to, subtract from, ignore, or modify any provision of this Agreement. The decision of the arbitrator shall be final and binding on both parties.

ARTICLE 11 STEWARD

The Local Union Business Manager shall appoint a Steward who shall assist an employee in presenting a grievance to the Circuit Clerk. The Steward shall be the recognized Representative of the Union during work hours and shall be subject to the same terms and conditions of employment as any other employee. The Steward shall be allowed time off for Union business.

ARTICLE 12 TRAINING

When employees are required to attend or receive training, the cost of said training shall be paid by the Employer.

**ARTICLE 13
SENIORITY**

Seniority will exist from the date the employee is hired and shall be the determining factor for layoff and reemployment.

An employee shall lose seniority rights upon discharge, resignation, retirement, layoff exceeding twenty-four (24) months, and failure to return from leave or layoff. New employees shall be on six (6) months probation and, while on probation, may be dismissed without cause by the Employer. The Employer may reduce the probationary period for an employee.

**ARTICLE 14
IMRF**

The Employer shall participate in the Illinois Municipal Retirement Fund.

**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 of December 1, 2017.

The County will not be responsible for changes imposed by an insurance provider in benefits, co-payment provisions or deductibles so long as the County uses its best efforts to minimize changes by the insurance providers from one plan year to another. During the term of this Agreement, if changes to the benefit insurance policies provided by the County are instituted for employees not covered by this Agreement, the County agrees additionally to grant those changes to employees covered by this Agreement.

Section 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, 2017.

Section 3 - Cost Sharing

The County will pay 90.5% percent of the cost of the premiums for employees' individual group health and hospitalization insurance and employees will contribute 9.5%.

The County will pay 70% of the cost of the premiums for employee's individual + dependent/family group health and hospitalization insurance and employees will

contribute 30%. The employee's contribution for individual premiums shall not exceed \$130.00 per month; the employee's contribution for individual plus child or spouse shall not exceed \$530.00 per month; and the employee's 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 the expiration of this Agreement. The employees' portion of premiums will be deducted from their paychecks.

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, 2017. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, preferred provider provisions, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, and mandatory 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 unpaid leave of absence or layoff extending beyond the end of the calendar month in which the leave or layoff 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 arrangement for the change and arrangements to pay the entire insurance premium involved, including the amount or 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 Benefits

Retiree Health Insurance benefits are as described in the Agreement set forth in Appendix "A".

ARTICLE 16 DISCIPLINE

Disciplinary action shall be administered on a progressive basis. Discipline may include, but is not limited to, the following:

1. Oral Reprimand
2. Written Reprimand
3. Suspension
4. Discharge

Disciplinary action may be imposed upon an employee for just cause. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. Disciplinary action shall be done in private, and the employee will sign a paper indicating that he was asked whether he desired Union representation.

Employees shall continue to comply with the smoking policy as instituted by the Circuit Clerk and the County Board.

ARTICLE 17 LIMITATIONS OF AGREEMENT

Section 1 - Conduct of Lawsuits

No provision in this Agreement may interfere with the supervision or conduct of a lawsuit by a judge. No provision in this Agreement which interferes with the supervision or conduct of a lawsuit by a judge may be enforced.

Section 2 - Judicial Powers

No provision in this Agreement which materially and/or adversely affects or interferes with the exercise of the constitutional, statutory, or inherent judicial powers of the Judiciary or the Circuit Clerk or with the application of a rule or order of the Illinois Supreme Court may be enforced. During an emergency affecting the Court's business as reasonably determined by the Chief Judge, no provision in this Agreement which materially and adversely affects or interferes with the exercise of the constitutional, statutory, or inherent administrative powers of the Judiciary may be enforced.

Section 3 - Entire Agreement

This Agreement, upon ratification, 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 Employer 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 referred to or covered in this Agreement, including the impact or effects of the Employer's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment. In so agreeing, the parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 4 - Savings

If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and the parties shall meet as soon as possible to agree on a substitute provision. However, if parties are unable to agree within 30 days following commencement of the initial meeting then the matter shall be postponed until contract negotiations are reopened.

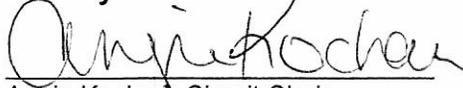
BEGINNING AND DURATION OF AGREEMENT

Except as noted, this Agreement shall be in full force and effect from December 1, 2017 until November 30, 2021, 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, 2021. Such other party must grant a meeting to the party desiring the change within thirty (30) days after such notification.

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.

Dated this 12th day of July, 2017.

**FOR THE EMPLOYER:
Office of Circuit Clerk
County of Williamson**



Angie Kochan, Circuit Clerk

**FOR THE UNION:
Laborers' Local 773**



Bob Schroeder, Deputy Trustee

COUNTY COMMISSIONERS



Ron Ellis



Jim Marlo



Brent Gentry

**THE SOUTHERN AND CENTRAL ILLINOIS
LABORERS' DISTRICT COUNCIL**



Clint B. Taylor, Business Manager

APPENDIX "A"
RESOLUTION NO. 07-10-09-48
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 RESOLVBD 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, years) 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 ECO 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 011 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 all 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 20-25 Years of Service	Employee Portion 50% of monthly premium, plus any amount above the maximum monthly County contribution.	County Portion 50% of monthly premium up to the maximum monthly premium.
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 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 \$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.

B. For SLEP IMRF and ECO SLEP IMRF retirees 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 8 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	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 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 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 IMRF 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:

This section is applicable to all Regular, ECO, SLEP and ECO SLEP IMRF retirees who have reached the age of Medicare eligibility. 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 and subsequently reach their respective Medicare eligibility dates while continuing coverage on the County's Group Health Insurance Plan.

Upon becoming eligible for Medicare, 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 \$150 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.

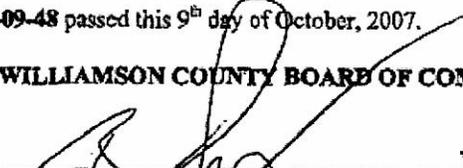
If an eligible County employee retires and elects employee/spouse plan continued coverage or employee/family plan continued coverage, the employee shall be responsible for 100% of the additional employee/spouse plan monthly premiums or the employee/family plan monthly premiums above the maximum of \$150. 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.

SECTION 3- OTHER PROVISIONS

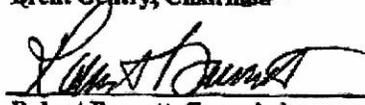
- 1) The County does not intend for this resolution to be in contradiction with any Federal, State or Local Laws pertaining to employee health insurance provisions or any current collective bargaining agreements in place at the time of the passing of this resolution.
- 2) The County reserves the right to change health insurance providers and agents depending on the terms and conditions of plans presented to the Board of Commissioners.
- 3) The County reserves the right to submit requests for bids for health insurance providers and agents in accordance with fiscal year planning.
- 4) 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.
- 5) 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.
- 6) 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.
- 7) 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.
- 8) 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.
- 9) 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.
- 10) County employees retiring prior to the effective date of this resolution are not eligible for Retiree Health Insurance Plan benefits.
- 11) 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.
- 12) 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.
- 13) 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. 07-10-09-48** passed this 9th day of October, 2007.

WILLIAMSON COUNTY BOARD OF COMMISSIONERS


Brent Gentry, Chairman

VOTING yea

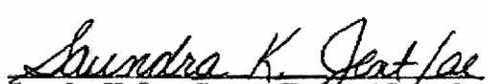

Robert Barnett, Commissioner

VOTING yea


Tracey Glenn, Commissioner

VOTING yea

ATTEST:


Sandra K. Jent, County Clerk and Recorder

APPENDIX "B"
LABORERS' LOCAL 773

5102 Laborers' Way
Marion, Illinois 62959
(618) 993-5773
E-mail: laborer@local773.com

Affiliated with
THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

CHECKOFF AUTHORIZATION AND ASSIGNMENT

WILLIAMSON COUNTY CIRCUIT CLERK

I, _____, (print name), do hereby assign to Local Union 773, Laborers' International Union of North America, AFL-CIO 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 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 (1) 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 (1) year each, or for the period of any subsequent agreement between my Employer and the Union, whichever shall be 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 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 _____, _____.

_____ Phone Number		_____ Employee Signature	
_____ Date of Birth		_____ Social Security Number	
_____ Street			
_____ City		_____ State	_____ Zip Code
_____ County		_____ Email Address	
_____ Initiation Fee	_____ Date Employed		_____ Dues