COLLECTIVE BARGAINING AGREEMENT

BETWEEN

WILLIAMSON COUNTY GOVERNMENT
WILLIAMSON COUNTY STATES ATTORNEY
(SUPPORT STAFF)

AND

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

AND

LABORERS' LOCAL 773

DECEMBER 1, 2019 TO NOVEMBER 30, 2023

WILLIAMSON COUNTY STATE'S ATTORNEY
SUPPORT STAFF

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WILLIAMSON COUNTY STATE'S ATTORNEY
SUPPORT STAFF

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COLLECTIVE BARGAINING AGREEMENT

ARTICLE 1
PARTIES TO AGREEMENT

This Collective Bargaining Agreement made and entered into by and between the Williamson County States Attorney's office, (hereinafter referred to as "States 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"), acting pursuant to the law as the exclusive bargaining agency for the employees covered by this Agreement.

ARTICLE 2
EMPLOYEES COVERED

All employees employed by the Williamson County States Attorney's office excluding the States Attorney, Assistant States Attorney(s) and all grant funded employees.

ARTICLE 3
RECOGNITION AND UNION SECURITY

Within the limits provided by the Laws of Illinois, the States Attorney recognizes the Laborers' Union as the sole and exclusive bargaining representative for the employees covered by this Agreement.

This first (60) days of employment is to serve as a probationary period and employees 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 a reduction in wages and conditions as a result of this Agreement.

ARTICLE 4
DUES CHECK OFF

All dues, initiation fees and assessments levied by the Union on the employees covered by this Agreement shall be checked off from the wages of such employees once each month, except delinquent dues and initiation fees shall be checked off weekly and remitted by the County to the secretary of the Union. The check off, however, is to apply only to such employees covered by this Agreement who authorize the County in writing to so check off. If an employee or employees should at any time contend that the County acted wrongfully or illegally in making a check off for dues, initiation fees or assessments, the Union will defend and protect the County against expenses, repayments or losses on account of such contention.

The dues authorization to be signed by the employees is attached to this Agreement as Appendix "C").

ARTICLE 5
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) hour for lunch, 12:00 p.m. to 1:00 p.m., including a fifteen (15)-minute break in the morning and a fifteen (15)-minute break in the afternoon.

In the event an employee performs work on Sunday, the employee shall be compensated at the rate of one and one-half (1 ½) times his regular rate of pay, with a minimum of four (4) hours. Compensation may be in the form of comp-time at the discretion of the Employer.

Employees shall be compensated at a rate of one and one-half (1 ½) times their regular rate for work in excess of seven (7) hours in a workday or thirty-five (35) hours in a workweek. Compensation may be in the form of comp-time at the discretion of the Employer.

All forms of approved absences shall be counted as time worked for overtime computation.

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

ARTICLE 6
HOLIDAYS, SICK, PERSONAL, AND FUNERAL LEAVE

The holidays recognized under this Agreement shall be those days designated as holidays by the Williamson County Board of Commissioners. Employees shall receive seven (7) hours of pay for the recognized holiday.

Each employee shall be entitled to take their birthday off work with pay. Employees shall receive seven (7) hours of pay for the day.

Each employee shall be entitled to take Christmas Eve or New Year's Eve off with pay. Employees shall receive seven (7) hours of pay for the day. The Steward will make

sure the office will be staffed on both days and will give the employer a list of who will be off on Christmas Eve and New Year's Eve. (See Appendix 'B')

When an employee is required to work on a holiday he or she shall be paid one and one-half (1 ½) times his/her regular rate of pay.

Section 1. Sick Leave:
Each employee shall be entitled to twelve (12) sick leave days per year without loss of pay. Sick leave shall be interpreted to mean personal illness including pregnancy related disability, illness or a death in the immediate family or household. However, in the event of separation of employment an employee's sick leave shall be pro-rated for that contractual year. The employee is limited to ten (10) days use of sick time upon the death of a family member unless more time is granted by the office holder. The immediate family for the purpose of this Article shall include; parents, spouse, brothers sisters, children, parents-in-law, brother-in-law, sisters-in-law, grandparents, grandchildren, step-relatives, and legal guardians. Available sick leave and personal days shall be accurately posted on the office bulletin board.

Section 1.1. Accumulated Sick Leave:
Sick leave may accumulate from year to year.

Accumulated sick leave days for employees with the minimum 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 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 sick leave accumulated.

However, for employees under the minimum eight (8) years of service for an IMRF pension, please note that converted sick leave service cannot be used to meet the required minimum eight (8) years and will have to be purchased back from those employees. Sick days may be accumulated up to sixty-four (64) days. The employee will receive fifty percent (50%) of the value for each unused accumulated sick day, example, 4 days x 50% = 2 days pay.

Section 2. Personal Leave:
The Employer shall grant each employee four (4) days of personal business leave without loss of pay. Except in the case of an emergency, written advanced notice of the necessity for personal business leave shall be submitted as soon as possible to the States Attorney or his/her designee. Any unused personal days shall accumulate as sick leave.

Section 3. Funeral Leave:
In the event of a death in the immediate family of any employee, the employee shall be allowed three (3) days leave and of these three (3) 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, grandparents, grandchildren and step-relatives in the same categories as the aforesaid.

ARTICLE 7
VACATION TIME

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

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	one (1) additional day
After 25 years of service	one (1) additional day
After 26 years of service	one (1) additional day

All unused vacation time up to a maximum of thirty-five hours (35) shall be paid on November 30. If an employee quits or is otherwise terminated, the employee shall be paid in full for all unused vacation time.

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 States Attorney.

Employees shall give to the States Attorney at least ten (10) working days notice of their request for vacation block days.

ARTICLE 8
PAY PERIODS

Employees shall be paid on alternate Fridays. In the event an employee is on vacation, payroll shall be mailed timely.

Newly hired employees shall have their first five (5) days' pay withheld for accounting needs of the County.

ARTICLE 9
GRIEVANCE PROCEDURE

Section 1. 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:

Section 2. Procedure:
The grievance shall be presented promptly by the Steward to the State's Attorney in 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. If no settlement of the grievance is reached, the State's Attorney shall respond in writing to the Union within two (2) working days following the meeting, unless the time limit is mutually extended by mutual agreement.

If the grievance is not settled in the previous step in then shall be submitted to the County Board of Commissioners. The Board shall then meet and discuss the grievance within five (5) working days with the Union and the State's Attorney, unless the time limit is mutually extended. If no settlement is reached, the Board shall respond in writing to the Union within two (2) working days following the meeting.

Section 3. Arbitration:
If the grievance is not settled and the Union wishes to appeal the grievance, the Union may refer the grievance to arbitration by delivering a written request for arbitration to the State's Attorney and County Board within five (5) working days of receipt of the Board's written answer as provided to the Union above. The parties shall attempt to agree upon an 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 Conciliation 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 right to strike three (3) names from the panel. One party shall strike one (1) name; the other party shall then strike one (1) name. The process will be repeated twice and the remaining named person shall be the arbitrator. The parties shall alternate striking the first name with the Union striking first in the first grievance arbitration during the term of this Agreement. The parties shall notify the Federal Mediation and Conciliation service of the one selected as the arbitrator, who shall then be notified by the Federal Mediation and Conciliation Service of his selection and shall be requested to set a time and place for the hearing. 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 and the Union retain the right to employ legal counsel. The arbitrator shall submit his

decision 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 divided equally between the State's Attorney and the Union. Each party must pay for its own representatives and witnesses.

ARTICLE 10
STEWARD

The Business Manager of the Local Union shall appoint a Steward who shall assist an employee in presenting a grievance to the employee's Supervisor. 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 11
SENIORITY

Seniority shall exist from the date the employee is hired. Seniority shall be the determining factor for promotions, advancements, vacancies, overtime, lay-offs, re-employment and determining office space and location.

ARTICLE 12
IMRF

The County shall participate in the Illinois Municipal Retirement Fund and contribute the standard amount of the employee's share.

ARTICLE 13
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, 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, 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 premiums for employees' individual plus dependent/family group health and hospitalization insurance and employees will contribute 30%. The employee's contribution for individual premiums shall not exceed $140.00 per month; the employees' contribution for individual plus child or spouse shall not exceed $540.00 per month; and the employees' contribution for family insurance shall not exceed $640.00 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, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations; mandatory out-patient 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 arrangements for the changes and 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-insurance 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 County, nor shall such failure be considered a breach by the County of any obligation undertaken under this or any other Agreement. However, nothing in this Article 13.6 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.

ARTICLE 14
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 locations, 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 violated this Article to return to work and to achieve a prompt resumption of normal operations.

Section 2. No Lockout:
The Employer will not lock out 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 15
JURY DUTY

When an employee is called to serve on jury duty the Employer shall compensate the difference between jury pay and regular pay.

ARTICLE 16
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 States Attorney's Office.

ARTICLE 17
OFFICE STAFFING

Should any reduction in the work force be required for any reason, temporary or part-time employees shall be first to be laid off. Any further reduction shall be achieved by seniority, with the least senior bargaining unit member being laid off first.

Recall of employees shall also be conducted by seniority, 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 his termination due to a reduction in force.

ARTICLE 18
JOB CLASSIFICATIONS
Order by Seniority

Melinda Motsinger-Karnes – Administrative Assistant (12/1984)

1. Administrative Assistant to the State's Attorney
2. Collects bad checks/sends correspondence
3. Distributes money orders to businesses from collected checks
4. Felony/misdemeanor deceptive practice

5. Non-domestic misdemeanor discovery
6. Back-up for : Sunday Court, Payroll, Time Records, Criminal filing, ISP dispositions
7. Federal Writs
8. Handles the office mail & jail listing
9. Media
10. General Office Practice

Donna Williams – Legal Secretary
(11/1991)

1. Traffic
2. Pulls daily traffic docket
3. Traffic felony filing
4. Types for Traffic Attorneys
5. Handles all traffic when Kim is out of the office
6. General Office Practice
7. *Employee Time Records Clerk*

Kimberly Borchelt-Murray - Legal Secretary
(9/2004)

1. Traffic
2. Traffic Discovery
3. Traffic Dispositions
4. Back-up for Donna when she out of the office
5. Types for Traffic Attorneys
6. General Office Practice

Tiarra Eggemeyer –Legal Secretary
(6/2013)

1. Bookkeeping and Payroll
2. Criminal filing for Sean DeMello
3 Forfeitures for Jerri Adams
4. Criminal Filing for Jerri Adams
5. Sunday Court
6. Back up for office mail & jail listing
7. Files for attorneys as needed
8. General Office Practice

Elizabeth Howerton Elliott –Legal Secretary/Receptionist
(2/2017)

1. Receptionist
2. Criminal filing for Luke Palmer
3. Felony & Misdemeanor Notice/Motion Distribution
4. Back-up Forfeitures & MR filings
5 Files for attorneys as needed
6. General Office Practice

Dara Dye – Legal Secretary
(4/2018)

1. Felony Discovery
2. PTR's Felony and Misdemeanor
3. ISP Dispositions
4. Investigator typing as needed
5. Files for attorneys as needed
6. General Office Practice

Employees hired after May 31, 2018 assignment classification

Melissa Harris –Legal Secretary/Collection Clerk
(6/2018)

1. Assigned - Collections
2. Assigned to Becky Ray
3. Assigned - Jury list
4. Assigned - Back up - Dispositions
5. Files for attorneys as needed
6. General Office Practice

Autum Byrn – Legal Secretary
(1/2020)

1. Assigned - Juvenile Department
2. Assigned to Lisa Irvin
3. Files for attorneys as needed
4. General Office Practice

Samantha Evans – Legal Secretary
(2/2020)

1. Assigned – Pulls daily docket & distributes files to Attorneys (excluding traffic and Domestic cases)
2. Assigned - Department of Corrections & State Writs filings
3. Assigned – Back up Federal Writs
4. Assigned - Jury instructions
5. Assigned - Back up Receptionist
6. Files for attorneys as needed
7. General Office Practice

Open position assignment - Legal Secretary for Domestic Violence Unit

1. Assigned - Domestic Department all duties
2. Assigned to Charles Ewell
3. Files for attorneys as needed
4. General Office Practice

*** *TIME RECORDS CLERK* -- The position provides a sixty dollar ($60.00) per month stipend as compensation for the additional duties involved for the Time Records Clerk***

CHANGES IN WORK ASSIGNMENTS SHALL BE NEGOTIATED BETWEEN THE EMPLOYER AND THE UNION. IN THE EVENT OF AN EMPLOYEE RETIREMENT, THE PARTIES AGREE A UNIT MEMBER BY SENIORITY CAN BID THE POSITION.

ARTICLE 19
WAGES

December 1, 2019	$0.55 per hour increase.
December 1, 2020	$0.55 per hour increase.
December 1, 2021	$0.55 per hour increase.
December 1, 2022	$0.55 per hour increase.

ARTICLE 20
LIUNA "INDUSTRIAL" PENSION FUND

Section 1: The Employer agrees to contribute to the Laborers' National (Industrial) Pension Fund (the "Pension Fund") for all employees covered by this Agreement in accordance with this Article.

Section 2: Beginning on December 1, 2015 and for the term of this Agreement, the Employer shall contribute to the Pension Fund at the rate specified in **Appendix "B" or any subsequent amendment to Appendix "B"** of all 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 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.

Section 3: Contributions shall be due and paid on a monthly basis. Specifically, contributions earned during a calendar month shall be due and paid by the twentieth (20^{th}) day of the immediately following calendar month.

Section 4: Unless otherwise agreed by the Pension Fund, contributions shall be paid by check made payable to the "Laborers' National (Industrial) Pension Fund" and delivered

to the Pension Fund at 905 16th Street, N.W., Washington, D.C. 20006 by U.S. Mail or commercial carrier.

Section 5: Together with each contribution payment, the Employer shall deliver to the Pension Fund such written reports as the Pension Fund may require to verify and properly credit the contributions. If acceptable to the Pension Fund, the Employer may submit its contributions electronically.

Section 6: The Employer shall retain the payroll records on which its contribution reports are based. The Pension Fund shall be entitled to have an independent certified public accountant audit the Employer's records from time-to-time to reasonably verify the accuracy and completeness of the Employer's contributions.

Section 7: Contributions to the Pension Fund are part of the compensation package that the Employer has agreed to pay the employees covered by this Agreement for their labor. In the event that the Employer fails to submit contributions and/or contribution reports as required by this Agreement, the Pension Fund shall be entitled to pursue all available legal or equitable recourse to enforce the Employer's obligations under this Agreement, without regard to any grievance or arbitration procedure under this Agreement.

Section 8: The Union and the Employer hereby adopt by reference the Pension Fund's Agreement and Declaration of Trust which governs the operations of the Pension Fund as a trust fund established for the purpose of providing retirement income to eligible participants and beneficiaries. A copy of the Agreement and Declaration of Trust has been provided to the Employer.

ARTICLE 21
DISCIPLINE AND DISCHARGE

Disciplinary action or measures shall include only the following:

1. Oral Reprimand
2. Written Reprimand
3. Suspension
4. 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 (1) 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.

ARTICLE 22
BEGINNING AND DURATION OF AGREEMENT

This Agreement shall be in full force and effect from December 1, 2019 until November 30, 2023 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, 2023. Such other party must grant a meeting to the other party desiring the change within thirty (30) days after such notification.

Due to the fact these employees provide a vital and necessary service the following procedure is hereby agreed to in the event of an impasse at the expiration of this Agreement.

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. The parties shall attempt to agree upon an arbitrator within five (5) working days after the Agreement has been moved to this step. In the event an Arbitrator cannot be agreed upon then a joint request shall be made to the Federal Mediation and Conciliation Service for an arbitrator with the parties each submitting their last and final offer. The arbitrator shall render a decision within forty-five (45) days that is final and binding on the parties. All costs of the Arbitration shall be divided between the two parties as outlined in the Article 9 procedure.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Date: 7/14/20, 2020

For the Employer:

Williamson County State's Attorney

Brent Gentry, Williamson County Commissioner

Ron Ellis, Williamson County Commissioner

Jim Marlo, Williamson County Chairman

For the Union:

Jerry Womick, Business Manager

Clint B. Taylor, Business Manager for Southern and Central Illinois Laborer's District Council

APPENDIX "A"

WILLIAMSON COUNTY STATE'S ATTORNEY'S OFFICE (SUPPORT STAFF)

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, 2015 by 10% to the rate of 10.68% 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), 12-01-2016 increased to 11.75%, 12-01-2017 increased to 12.93%.

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.

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

5. This Addendum shall be effective as of December 1, 2015, which date is the same date on which the contribution rate increase under paragraph 2 is first effective.

APPENDIX "B"
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. (l.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 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 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.

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 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 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 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 $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 fur 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 arc 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:

Saundra K. Jent, County Clerk and Recorder

APPENDIX "C"

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

AFFILIATED WITH
THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

CHECKOFF AUTHORIZATION AND ASSIGNMENT

WILLIAMSON COUNTY STATE'S ATTORNEY (Support Staff)

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 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_____.

_____ _____
Phone Employee Signature

_____ _____
Date of Birth Social Security Number

_____
Street Address

_____
City State Zip Code

_____
Initiation Fee Date Employed Dues

MEMORANDUM OF UNDERSTANDING
BETWEEN
WILLIAMSON COUNTY GOVERNMENT
WILLIAMSON COUNTY STATE'S ATTORNEY
(SUPPORT STAFF)
AND
THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA,
THE SOUTHERN AND CENTRAL ILLINOIS LABORERS' DISTRICT COUNCIL
AND
LABORERS' LOCAL 773

The parties to the Agreement agree to amend **Article 20 Laborers' (Industrial) Pension Fund** as follows.

Effective August 1st, 2020 the contribution rate paid to the Laborers' National Industrial Pension Fund on behalf of all employees covered by this agreement shall be seventy-seven cents ($.77) per hour for each hour worked.

For the Employer:

Date: 7/20/20

For the Union:

Jerry Womick – Business Manager
Laborers' Local 773

Date: 7/20/2020