

**AGREEMENT**  
**BETWEEN**  
**THE COUNTY BOARD OF THE COUNTY OF WINNEBAGO**  
**THE WINNEBAGO COUNTY SHERIFF**  
**THE WINNEBAGO COUNTY CLERK**  
**THE WINNEBAGO COUNTY RECORDER OF DEEDS**  
**THE WINNEBAGO COUNTY CORONER**  
**THE WINNEBAGO COUNTY AUDITOR**  
**THE WINNEBAGO COUNTY TREASURER**  
**AND**  
**THE AMERICAN FEDERATION OF STATE, COUNTY,**  
**AND MUNICIPAL EMPLOYEES AFL-CIO, ILLINOIS COUNCIL 31**  
**FOR AND ON BEHALF OF LOCAL 473**  
**Through September 30, 2021**

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## AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_ day of June, 2019, by and among the COUNTY BOARD OF THE COUNTY OF WINNEBAGO, the WINNEBAGO COUNTY SHERIFF, the WINNEBAGO COUNTY CLERK, the WINNEBAGO COUNTY RECORDER OF DEEDS, the WINNEBAGO COUNTY CORONER, the WINNEBAGO COUNTY AUDITOR, and the WINNEBAGO COUNTY TREASURER (hereinafter individually referred to as "EMPLOYER" or "EMPLOYER(S)" or collectively referred to as "EMPLOYER(S)" or "EMPLOYERS") and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, ILLINOIS COUNCIL 31 for and on behalf of Local 473 (hereinafter referred to as the "Union").

## PREAMBLE

WHEREAS, Employer(s) have voluntarily endorsed the practices and procedures of collective negotiations as a fair and orderly way of conducting relations with certain of their employees insofar as negotiations, practices and procedures are appropriate to the primary obligation of the Employer(s) to operate efficiently and responsibly in service to the public; and

WHEREAS, the Employer(s) and Union seek to insure that County Taxes are as low and services are as high as possible consistent with fair wages and working conditions for employees; and

WHEREAS, the Employer(s) and Union desire to establish harmonious relations through a mutual process, to provide fair and equitable treatment to employees, to promote the equality and continuance of public service while fully recognizing the value of employees as they perform vital and necessary work; and

WHEREAS, it is the intent and purpose of the parties to set forth herein their entire agreement covering rates of pay, wages, hours of employment and conditions of employment, and to provide for the prompt and equitable resolution of disputes; and

WHEREAS, all parties to this agreement mutually agree that their objective is for the good and welfare of the County and its employees alike and they will abide by the terms and conditions as hereinafter set forth and agreed upon; and that all personnel covered by this agreement will seek to maintain public trust as persons governed by the high ideals of honor and integrity in all of their public and personal conduct; and

WHEREAS, the Employer(s) and the Union have voluntarily agreed to enter into this multi-employer Agreement in order to help preserve County resources and to simplify personnel and labor relations matters within the County of Winnebago; and

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained the parties do mutually covenant and agree as follows:

## **ARTICLE I**

### **RECOGNITION**

**Section 1.1**     Recognition. The Employer(s) individually and collectively recognize the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours, terms and conditions of employment for all full-time non-exempt employees, (and the part-time employees at River Bluff Nursing Home in the position classification of certified nursing assistant, as well as all part-time employees who work in dietary, laundry and in housekeeping, and the part-time employees at Animal Services) of the various Employer(s) who are in the job classifications listed in Schedule A attached to this Agreement, and perform work for the Elected Officeholders or the departments under the employment jurisdiction of the County Board as set forth in Appendix I. Provided, however, that employees who have not completed the appropriate probationary period as set forth in Section 1.1(A) shall not be subject to the grievance procedure set forth in Article V for disciplinary issues or Article VIII, entitled, "Discipline" until the probationary period has been completed. Provided further, that employees who have not completed the appropriate probationary period as set forth in Section 1.1(A) will not be entitled to utilize paid sick leave, and vacation time and will not be entitled to enroll in the health and dental insurance program(s) until they have completed ninety (90) days of employment.

(For purposes of this Section, "full-time" employees means non-exempt employees who are regularly scheduled to work the normal work week(s) described in Article XII-Hours of Work and Overtime. "Part-time" employees means non-exempt employees who are regularly scheduled to work thirty-two (32) hours or less per week.)

Exempt from the bargaining unit are all other employees of the Employer(s), including, but not limited to, all short-term, professional, confidential, supervisory and managerial employees as defined by the Illinois Public Labor Relations Act, as amended.

- A.     Probationary Period. All new employees, including rehired employees, must successfully complete a probationary period. Notice will be provided to the Union within ten (10) days of an employee's successful completion of probation. Any post-probationary employee who is transferred (other than on a temporary basis), or promoted shall be considered as a special probationary employee and must successfully complete a special probationary period as provided in subsection (b).

1.     **Newly Hired and Rehired Employees.**

Each newly hired or rehired employee becomes a probationary employee upon the date of their employment, and remains so until he or she has successfully completed the required probationary period. The required probationary period shall be as set forth below:

- (a)     Jail Correctional Officers: Six (6) months. Provided, however, that a jail correctional officer who has completed six (6) months of employment but later fails to successfully complete correctional officer training school may be terminated and such termination will not be subject to the grievance procedure.
- (b)     Animal Services Officers: Six (6) months.

- (c) Newly Hired Employees: Ninety (90) days.
- (d) Rehired Employees: Thirty (30) days.

Rehired employees are those individuals formerly employed by the Employer(s) who have been rehired to the same position classification previously held within twelve (12) months except those employees recalled pursuant to the provisions of Article XXI, Section 21.2, Recall.

- (e) Recalled Employees: Sixty (60) days.

Recalled employees are those who have been recalled to the same position classification previously held within twelve (12) months but within a different department or a different position classification.

- (f) 911 Telecommunicators: Twelve (12) months or six (6) months after completion of training, whichever is shorter.
- (g) Deputy Coroners: Six (6) months.

The probationary period required above represents a total cumulative service time, and may be adjusted upward so as to properly allow any authorized leaves of absence or other approved breaks in service. However, should any such leave of absence or break in service be greater than two (2) months in the case of newly hired employees, or one (1) month in the case of rehired employees, the Employer(s) may require that the entire probationary period be reinstated at the time the employee returns to work.

B. Transferred, Promoted and Part-time to Full-Time Employees.

Any permanent employee who is transferred, that is to say, becomes an employee of one of the other Employer(s) (other than on a temporary basis), is promoted or who moves from part-time to full-time status becomes a special probationary employee upon the date of the transfer, promotion or change in status from part-time to full-time employee, and remains so until he/she has successfully completed a required special probationary period. These special probationary periods shall be as set forth below:

1. Transferred employees and Part-time to Full-Time employee: Sixty (60) calendar days.
2. Promoted employees: Ninety (90) calendar days.

The special probationary periods required above represent a total cumulative service time, and may be adjusted upwards so as to properly allow approved breaks in service. However, should any such leave or break in service be greater than thirty (30) calendar days, the Employer(s) may require that the entire special probationary period be restarted at the time the employee returns to work.

Employees shall only be permitted to make a change in status from part-time to full-time or full-time to part-time once every twelve (12) months, unless the

change in status is the result of the employee returning to his/her former position classification as set forth in this section.

For the purpose of this Agreement, special probationary employees shall be considered to be bargaining unit employees who are entitled to all of the benefits of this Agreement.

If a special probationary employee fails to demonstrate that he/she can completely and satisfactorily perform the job within the special probationary period, the Employer(s) shall return the employee to his/her former position classification, if vacant, at the former hourly rate of pay, without loss of seniority. If the employee's former position classification is no longer vacant, the employee shall be considered on layoff for the purposes of the recall provisions of Section 21.2. The provisions of Section 21.4 (A) and Section 21.4 (B) "Bumping" shall not apply.

**Section 1.2**     **Classifications.**     The job classifications now contained within Schedule A are for descriptive purposes only. Their use is neither an indication nor a guarantee that these classifications or titles will continue to be utilized by the Employer(s). The Employer(s) shall, at least six (6) days prior to implementation, notify the Union of any decision to change or alter such job classifications. If such change will directly affect an employee otherwise covered by this Agreement, the Employer(s) shall, upon written request, meet and discuss the matter with the Union. If agreement cannot be reached within a very short period of time, either side shall be free to pursue its normal legal remedies.

**Section 1.3**     **Union Exclusivity.**     The Employer shall not meet, discuss, confer, subsidize or negotiate with any other employee organization or its representatives on matters pertaining to hours, wages, and work conditions. Nor shall the Employer negotiate with employees over their hours, wages, and working conditions, except as provided herein.

## **ARTICLE II**

### **MANAGEMENT RIGHTS**

**Section 2.1**     **Rights.**     Residing in Management except as amended, changed, or modified by this Agreement, the Employer(s) retains the exclusive right to manage operations, determine policies, budget and operations, the manner of exercise of statutory functions and the direction of working forces including, but not limited to the right to hire, promote, demote, transfer, evaluate, allocate and assign employees; to discipline, suspend and discharge for just cause; to relieve employees from duty because of lack of work or other legitimate reasons; to determine the size and composition of the work force, to make and enforce reasonable rules of conduct and regulations; to determine the departments, divisions and sections and work to be performed therein; to determine the number of shifts per work week; to establish work schedules and assignments; to determine pay periods; to introduce new methods of operation; to eliminate, contract out, relocate or transfer work and maintain efficiency.

**Section 2.2**     **Statutory Obligations.**     Nothing in this Agreement shall be construed to modify, eliminate, or detract from the statutory responsibilities and obligations of the Employer except that the exercise of rights in the furtherance of such statutory obligations shall not be in conflict with the provisions of this Agreement.

### **ARTICLE III**

#### **NON-DISCRIMINATION**

**Section 3.1      Union Membership.** Neither the Employer(s) nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against any such employees because of Union membership or non-membership or the exercise of their lawful rights.

**Section 3.2      Additional Prohibitions.** In accordance with applicable law, neither the Employer(s) nor the Union shall discriminate in a manner which would violate federal or state laws against any employee covered by this Agreement because of race, creed, color, national origin, sex, sexual orientation, age, religion, mental or physical handicaps, political beliefs, marital status, union activities or non-union activities.

**Section 3.3      Union Representatives.** The Union shall annually provide the Human Resources Department Head or their designee with a complete written list of its local officers, stewards, and staff representatives (including home addresses and telephone numbers) who will deal with the Employer(s) as representatives of the Union.

### **ARTICLE IV**

#### **DUES CHECKOFF AND INDEMNIFICATION**

**Section 4.1      Check Off.** Upon receipt of a voluntarily signed authorization card from an employee, the regular monthly dues of the Union, and P.E.O.P.L.E. contributions, where applicable, shall be deducted from such employee's pay, with the Employer(s) bearing the cost of such deduction. The amounts so deducted shall be forwarded each calendar month to the appropriate officer of the Union together with a list of the names and amounts for whom deductions have been made. If an employee has no earnings due for a pay period, the Union shall be responsible for collection. Dues and P.E.O.P.L.E. contribution authorizations shall be irrevocable for a period of one (1) year, in accordance with the terms under which an employee voluntarily authorized said deductions. The Employer shall provide the Union with the name and address of any new employee as referenced in Section 17.4.

**Section 4.2      Union Indemnification.** The Union shall indemnify, defend and save the Employer(s) harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the Employer(s) in complying with the provisions of this Article. If an improper deduction is made, including a continuing deduction from a bargaining unit member who becomes exempt, the Union shall refund directly to the employee any such amount and shall indemnify, defend and save the Employer(s) harmless as set forth above.

**ARTICLE V**  
**GRIEVANCE PROCEDURE**

**Section 5.1      Definition.**

- A. A grievance is defined as any difference, complaint or dispute between the Employer and the Union or any employee regarding the application, meaning or interpretation of the Agreement.
- B. Grievances may be processed by the employee or by the Union on behalf of a group of employees or itself, setting forth name(s) or group(s) of the employees. Either party may have the grievant or one grievant representing group grievants present at any step of the grievance procedure, and the employee is entitled to Union representation at each and every step of the grievance procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group.
- C. Statement of Principle. The parties agree that all persons responsible for resolving grievances at all levels of the procedure shall be vested with sufficient authority to undertake meaningful discussions and to settle the grievance, if appropriate.

**Section 5.2**

- A. **Procedure.** (Departments Under Employment Jurisdiction of the County Board and the Elected County Clerk, Recorder of Deeds and Treasurer).

Step 1      Department Head. The employee and/or the Union shall present a grievance in writing to the Department Head/Officeholder or his designee. All grievances must be presented no later than ten (10) business days from the date the grievant became aware of the occurrence giving rise to the complaint. Within ten (10) business days after the grievance is presented to Step 1, the person to whom the grievance is presented shall discuss the grievance with the Union; provided, however, that when the grievance is presented to an Elected Officeholder, the response time shall be ten (10) business days. The Department Head/Officeholder or his designee shall render a written answer to the grievance within ten (10) business days after such grievance discussion is held with the Union, and provide a copy of such answer to the Union and the affected employee(s).

Step 2      Human Resources Department Head. If the grievance is still unresolved, it shall be presented by the Union to the Human Resources Director in writing within ten (10) business days after receipt of the Step 1 response or after the Step 1 response is due, whichever is earlier. Within ten (10) business days after receipt of the written grievance, the parties shall meet or hold other discussions in an attempt to resolve the grievance, unless the parties agree otherwise. The Human Resources Director or his/her designee shall

give his/her written response within ten (10) business days following the meeting.

Step 3      County Administrator. If a grievance involving termination is still unresolved, it shall be presented by the Union to the County Administrator in writing within ten (10) business days after receipt of the Step 2 response, or after the Step 2 response is due, whichever is earlier. Within ten (10) business days after receipt of the written grievance, the parties shall meet or hold other discussions in an attempt to resolve the grievance, unless the parties agree otherwise. The County Administrator or his/her designee shall give his/her written response within ten (10) business days following the meeting. This Step is applicable only to grievances involving termination.

Step 4      Grievance Mediation. If the grievance is still unresolved, the Union may within ten (10) business days of the immediate prior Step decision submit a written request to the Employer or its designee for Grievance Mediation (using the Federal Mediation Conciliation Service ("FMCS")). The Employer or its designee shall contact the FMCS to arrange the mediation. The Union shall concurrently send the Human Resources Director a copy of the written request for Grievance Mediation. The Mediation Opinion shall be delivered at the conclusion of the mediation conference and shall not be binding upon the Employer or the Union. The Mediation proceedings and Opinion shall not be publicly disclosed. Any grievance that remains unresolved following such Mediation may be forwarded to binding arbitration.

B.    **Procedure.** (Elected Officeholders – County Sheriff, Coroner, and Auditor)

Step 1      Immediate Supervisor

The employee and/or Union shall present a grievance in writing to his/her Immediate Supervisor (holding a position outside of the bargaining unit). All grievances must be presented no later than ten (10) business days from the date the grievant became aware of the occurrence giving rise to the complaint. Within ten (10) business days after the grievance is presented to Step 1, the person to whom the grievance is presented shall discuss the grievance with the Union: The supervisor shall render a written answer to the grievance within ten (10) business days after such grievance discussion is held with the Union, and provide a copy of such answer to the Union and affected employee(s).

Step 2      Elected Office Holder

If the grievance is still unresolved the grievance shall be presented in writing to the Elected Officeholder or their designee within ten (10) business days after receipt of the step 1 response or the date the step 1 response is due, whichever is earlier. Within ten (10) business days after the grievance is presented to the Elected Officeholder, the

Elected Officeholder or their designee shall discuss the grievance with the Union. The Elected Officeholder shall render a written answer to the grievance with ten (10) business days after such discussion is held with the Union and provide a copy of such answer to the Union and the affected employee(s).

Step 3                      Grievance Mediation

If the grievance is still unresolved, the Union may within ten (10) business days of the immediate prior Step decision submit a written request for Grievance Mediation (using the Federal Mediation and Conciliation Service). The Union shall concurrently send the Elected Official a copy of the written request for Grievance Mediation. No party is required to submit to grievance mediation. The Elected Officeholder shall respond within ten (10) business days to agree or not to agree to engage in Grievance Mediation. The Mediation Opinion shall be delivered at the conclusion of the mediation conference and shall not be binding upon the Employer or the Union. The Mediation proceedings and Opinion shall not be publicly disclosed. Any grievance that remains unresolved following such Mediation may be forwarded to binding arbitration.

**Section 5.3              Miscellaneous.**

Time Limits. The time limits at any step or for any hearing may be extended by mutual agreement of the parties involved at that particular step.

- A.    Automatic Advancement. Failure to respond within the time limits shall entitle the grievant to automatically advance the grievance to the next step, if applicable.
- B.    Suspensions Pending Discharge and Discharges. Suspensions Pending Discharge and Discharge grievances may be initiated within ten (10) working days of the effective date of such action to the applicable final Step of the grievance procedure immediately preceding Grievance Mediation, except in the case of an employee of an Elected Officeholder, in which case, such grievances shall be initiated at the Elected Officeholder Step.
- C.    Form. All grievances shall be in writing upon a form agreed upon by the Union and the Employer(s), and shall contain a precise statement of the alleged violation, the section(s) of the Agreement involved, the date of the alleged violation, and the specific relief sought.
- D.    Computation. The computation of days begins on the day following the day the grievance is served and is counted in business days defined as Monday through Friday (Excluding Holidays).



#### **Section 5.4      Arbitration Procedure.**

If not settled as described above and either party wishes to appeal, the grievance may be referred to binding arbitration as described below within ten (10) business days of the answer provided to the complaining party:

- A. The parties shall attempt to agree upon an arbitrator within five (5) business days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said five (5) business day period, the parties shall jointly request the American Arbitration Association to submit a panel of five (5) arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the Employer(s) and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first two names; the other party shall then strike two names. The person remaining shall be the arbitrator.
- B. The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of the Union and Employer representatives. The parties may attempt to arrive at a joint stipulation of the facts and issues for submission to the arbitrator. Unless otherwise mutually agreed between the Employer(s) and the Union, all arbitration hearings shall commence not later than thirty (30) days after the date the arbitrator accepts his or her appointment to hear the case.
- C. The Employer(s) and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Employer(s) and the Union retain the right to employ legal counsel.
- D. More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.
- E. The fees and expenses of the arbitrator shall be shared equally by the parties; the cost of a written transcript, if any, shall be borne by the requesting party or parties. Each party shall be responsible for compensating its own representatives and witnesses.
- F. The decision and award of the arbitrator shall be final and binding on the Employer, the Union and the employee or employees involved.

**Section 5.5      Limitations on Authority of Binding Arbitrator.** The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as originally submitted in writing to the Employer(s). The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make a decision contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect with the powers, duties, or responsibilities of the Employer(s) under statutory law and applicable court decision.

## **Section 5.6      Time Off and Stewards.**

- A. An employee grievant shall be permitted reasonable time without loss of pay during working hours to attend grievance and arbitration hearings. One employee Union representative shall be permitted reasonable time without loss of pay during working hours to attend grievance hearings, and unpaid time to attend arbitration hearings and hearings on an Unfair Labor Practice Charge filed by the Union, unless serving as a witness, in which case such time shall be compensation at the employee's regular rate of pay. No employee or Union representative shall leave his/her work to investigate, file, or process a grievance without first notifying and making mutual arrangements with his/her supervisor, as well as the supervisor of any unit to be visited, and such arrangements shall not be denied unreasonably. Stewards shall report back to their supervisor immediately upon the return from the activity. Time spent in such activities shall be limited to thirty (30) minutes per work day without loss of pay. The investigation, filing and processing of grievances shall primarily be the responsibility of the steward(s) (if any) assigned to the particular work location where the alleged violation occurred.
- B. Stewards. The Union will advise the Employer(s) in writing of the names of the stewards in each department or work location, or of any changes in such. The number of stewards at any time shall not exceed 25 and shall be allocated as follows:

Highway	No more than 2
River Bluff Nursing Home	No more than 8
911	No more than 2
Courthouse/Maintenance	No more than 2
Justice Center	No more than 6
Administration Building	No more than 3
Animal Services	No more than 2

**Section 5.7      Advanced Grievance Step Filing.** Certain issues, which by nature are not capable of being settled at a preliminary step of the grievance procedure, or which would become moot due to the length of time necessary to exhaust the grievance step, may, by mutual agreement between the Union and the Human Resources Director or his designee, be filed at the appropriate advance step where the action giving rise to the grievance was initiated.

**Section 5.8      Pertinent Witnesses and Information.** The Union may request the production of specific documents, books, papers or witnesses reasonably available from the Employer(s) and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and when granted, shall be in conformance with applicable laws and rules, issued pursuant thereto, governing the dissemination of such materials. Such request shall be responded to by the Employer(s) no later than two (2) business days before the date of the scheduled grievance hearing.

## ARTICLE VI LABOR MANAGEMENT COMMITTEE MEETINGS

**Section 6.1      Labor Management Committee Meetings.** For the purpose of improving communications between one or more Employer(s) and the Union, and in order to cooperatively discuss and attempt to resolve matters of mutual concern that do not involve negotiations, the parties hereby agree that private, quarterly labor-management committee meetings shall be held for the office of each elected officeholder, for the Nursing Home, for the Highway Department and for Courthouse employees under the direct jurisdiction of the County Board if requested by either party. The president of the Union shall designate up to three (3) bargaining unit employees and one (1) other person to attend each such meeting, and the Employer shall designate up to four (4) persons to attend each such meeting, one of which shall be the Human Resources Director or his/her designee. Such meetings shall be conducted at a time, place and date mutually agreed upon by the parties. Employees who attend shall participate in a non-paid status unless the meetings take place during the employees scheduled working hours.

The party requesting a labor-management committee meeting shall prepare and submit a proposed agenda to the other party at least one (1) week prior to the scheduled meeting date. If there is no agenda prepared and submitted by the requesting party, there shall be no meeting. Either party may add to the agenda no later than three (3) days prior to the scheduled meeting date, unless otherwise mutually agreed. The parties may by mutual agreement agree to more frequent labor-management committee meetings or to a greater number of meeting attendees.

**Section 6.2      Labor-Management Committee Meetings on Safety.** In order to cooperatively discuss and attempt to resolve matters of mutual concern regarding safety, the Employer(s) collectively and the Union shall meet annually, provided that nothing in this Section shall prohibit the parties from meeting more often to discuss safety issues by mutual agreement. Such meetings shall be conducted at a time, place and date mutually agreed upon by the parties. Employees who attend shall participate in a non-paid status unless the meeting takes place during their scheduled working hours. The President of the Union shall designate up to four (4) bargaining unit employees and one (1) other person to attend such meetings and the Employer(s) shall designate up to five (5) persons to attend such meetings.

**Section 6.3      Labor Management Committee Meetings Regarding Insurance.** The Employer or the Union may request at least two (2) bargaining unit wide labor management committee meetings for the purpose of discussing health and dental insurance coverage (including cost containment measures) during the twelve (12) month period from October 1 to September 30. Provided, however, that should the parties be engaged in productive discussions after the second meeting, further meetings may be scheduled by mutual agreement. The President of the Union shall designate up to two (2) bargaining unit employees and up to two (2) other persons to attend such a meeting, and the Employer shall designate up to four (4) persons to attend such a meeting. The meeting shall be conducted at a time, place and date mutually agreed upon by the parties, and employees who attend shall participate in a non-paid status, unless the meeting takes place during their scheduled working hours.

The party requesting a labor management committee meeting under this Section shall prepare and submit a proposed agenda to the other party at least ten (10) days prior to the scheduled meeting date. If an agenda is not prepared and submitted by the requesting party, there shall be no obligation to hold a labor management committee meeting under this Section. Either party may add to the agenda by providing notice to the other party not later than three (3)

days prior to the scheduled meeting date, unless otherwise mutually agreed. If the cost of insurance coverage under Article XIII is scheduled for discussion during the meeting, then the County Administrator or his/her designee shall provide the Union President or his/her designee with any non-confidential information he may then have available with respect to the anticipated cost of individual and dependent insurance coverage for the upcoming calendar year.

The parties may by mutual agreement agree to a greater number of meeting attendees. In no event, may either party utilize a labor management committee meeting under this section to conduct negotiations, or to bargain for changes to any of the terms of any collective bargaining agreement.

## **ARTICLE VII** **WORK RULES**

The Employer(s) may adopt, change, or modify work rules. The Employer(s) agrees to post or make available in the department, or where more appropriate, the work location, a copy of its applicable work rules where such rules exist. Whenever the Employer(s) change work rules or issue new work rules applicable to bargaining unit employees, the Union shall be given at least six (6) days prior notice, absent emergency, before the effective date of the work rules. Upon request of the Union the parties shall meet and confer to explore alternatives to the proposed change(s). Work rules shall be equitably applied and shall not conflict with any specific provisions of this Agreement.

Disputes over any provision of this Article shall be subject to the grievance procedure.

## **ARTICLE VIII** **DISCIPLINE**

**Section 8.1**     **Disciplinary Measures**. While the parties agree with the tenets of progressive and corrective discipline, the disciplinary action for just cause may include any of the following, but shall be initiated in light of the seriousness of the offense.

*WRITTEN NOTICE OF ORAL REPRIMAND*  
*WRITTEN REPRIMAND*  
*SUSPENSION*  
*DISCHARGE*

Written notice of oral reprimands will not be considered for the purpose of imposing progressive discipline after a period of twelve (12) months from the imposition of the discipline. Written reprimands will not be considered for the purpose of imposing progressive discipline after a period of eighteen (18) months from the imposition of that discipline. The Employer shall normally impose disciplinary action, as referenced in this Article, in a manner which will not embarrass the employee before other employees or the public. The Employer shall advise an employee of his or her right to have a Union representative present at any non-criminal investigation that may reasonably result in disciplinary action against that employee.

**Section 8.2      Suspension before Discharge.** While the decision as to whether or not to discharge an employee is pending, the Employer may suspend the employee for up to ten (10) business days with or without pay. The employee and the Union shall be notified of the suspension pursuant to this Section, in writing, within twenty-four (24) hours. The Union shall provide the Employer with an email address for such notifications.

**Section 8.3      Initiation of Discipline.** The Employer shall initiate disciplinary action as soon as reasonably possible after the Employer becomes aware of the conduct giving rise to the discipline and has had a reasonable opportunity to investigate, if necessary. In the event Section 8.1 disciplinary action is considered, the Employer shall take the following steps:

- A. Inform the employee that disciplinary action is being contemplated, briefly explaining the reason for the discipline.
- B. Set the time and place for a disciplinary meeting.
- C. Advise the employee that a Union representative may be present at the disciplinary meeting.

**Section 8.4      Disciplinary Meeting Procedures.**

- A. Presentation of Statement: At the disciplinary meeting, the Employer shall furnish the employee and the Union representative with a clear and concise statement of the reasons for the proposed disciplinary action.
- B. Rebuttal: The employee or the union representative if the employee elects to have a union representative present shall have the opportunity to rebut or explain the conduct resulting in the imposition of discipline.
- C. Decision: Following the rebuttal, the Employer shall decide whether to modify or uphold the proposed disciplinary action and inform the employee (and the Union, if a Union representative was present at the meeting) of its decision. Such decision may occur after the end of the disciplinary meeting.

**Section 8.5      Administration of Discipline.** Following its decision, the Employer may administer discipline at the disciplinary meeting, or not later than ten (10) business days following the completion of the disciplinary meeting, or within the period remaining on the period of suspension, if the employee has been suspended without pay pursuant to Section 8.2. In the event disciplinary action is taken against an employee, the Employer(s) shall promptly furnish the employee, and, with the employee's authorization, the Union, in writing, with a statement of the reasons therefor. Each employee furnished with a copy of a notice of disciplinary action shall sign it to acknowledge receipt.

**Section 8.6      Compensation for Disciplinary Meeting Attendance.** All time spent by the employee in disciplinary meetings, whether during or outside of the employee's normal work hours, is considered hours worked for purposes of calculating compensation.

**Section 8.7      Removal of Discipline.** Upon the written request of an employee to the Employer, record of a particular disciplinary action will be removed if the following length of time has passed from the date of the last imposition of said disciplinary action:

- A. Twelve (12) months, in the case of a written notice of an oral reprimand;
- B. Eighteen (18) months, in the case of a written reprimand; and
- C. Twenty-four (24) months, in the case of a suspension other than a suspension for violation of Section 24.8 Drug Testing.

**Section 8.8      Polygraphs.** No employee shall be required to take a polygraph examination as a condition of retaining employment with the Employer, nor shall he/she be subject to discipline for the refusal to take a polygraph. Should an employee choose to take a polygraph examination, both parties agree to abide by the applicable laws concerning the use and admissibility of polygraphs and their results.

## **ARTICLE IX** **ATTENDANCE POLICY**

The following criteria shall apply for each covered employee under this Agreement with regard to unscheduled absence and tardiness:

**Section 9.1      Definition:** "Absence Occurrence" shall include each and any of the following:

- A. Any unscheduled absence, including any unscheduled time lost from work for any reason, including, but not limited to, sick time. Unscheduled absences that do not include time off attributable to Military Leave, Family and Medical Leave, pre-approved leaves of absence, Worker's Compensation, scheduled Vacation, Personal Days, and/or Union Leave, approved compensatory time, jury duty, and bereavement leave, as outlined in the Agreement, or any unforeseen Employer closure; provided, however, that discipline regarding unapproved absence or notification may be addressed pursuant to Articles VIII, XVII, and/or XXII of this Agreement;
- B. Each single or consecutive day(s) of unscheduled absence;
- C. Any failure to timely report attendance under the designated Employer method; and/or
- D. If the "Employer(s) sends an employee home for a medically related situation, no occurrence shall be issued so long as the employee has worked a minimum of three (3) hours and has benefit accruals available to cover the entire time off for that day.
- E. Notwithstanding the language in Section 9.1A above, any unscheduled absence/time lost of a period less than two (2) hours for a bona fide emergency shall not result in an occurrence if the employee receives permission to leave from the Employer(s).

**Section 9.2**      **Absence Step Discipline:**

- A.    The first two timely notifications of unscheduled absence in a calendar year will not be counted as an absence occurrence, so long as the employee has benefit accruals available to cover the entire time off.
- B.    Step One:    Fourth Occurrence – employee will be notified in writing and a copy of this Article will be provided to the employee.
- C.    Step Two:    Fifth Occurrence – Verbal warning.
- D.    Step Three:   Sixth Occurrence - Written reprimand.
- E.    Step Four:    Seventh Occurrence – One day suspension.
- F.    Step Five:    Eight Occurrence - Three day suspension.
- G.    Step Six:    Ninth Occurrence – Discharge.

The Employer(s) shall provide the employee with notice of the occurrence within twenty-one (21) calendar days of the incident resulting in the occurrence.

**Section 9.3**      **Absence Reduction:**

- A.    For each sixty (60) consecutive calendar day period in which an employee does not have an occurrence, the employee's then-current number of accrued occurrences will be reduced by two (2) to no less than zero occurrences.
- B.    An employee who has in a calendar year:
  - 1.    Received three (3) or less occurrences and
  - 2.    Has had no unpaid time taken, other than workers compensation, Union Leave or FMLA Leave

Shall have his/her occurrences reduced to zero (0) on January first of the following year.
- C.    An employee may not carry a negative absence occurrence count.

**Section 9.4**      **Definition:** "Tardiness Occurrence" shall include each and any of the following:

Upon the employee's failure to be punched in at the worksite/facility at the beginning of their assigned shift. For employees other than Sheriff's Department employees, upon their return from meal period(s) or breaks if they have left the worksite/facility during their meal or break period. Definition: left the worksite/facility during their meals or break period means only if that employee has left the property for where they are employed for meals or breaks.

Any failure to punch a time clock at the beginning/ending of a scheduled shift will not constitute a tardiness occurrence unless there is verifiable proof that the employee was late or left the facility early notwithstanding the language in Section 9.1E. Video and other means will be used to verify if employee was at work on time when there is a missed punch. If it is determined an employee is chronically failing to punch the time clock that employee will be subject to discipline as outlined in Article VIII.

**Section 9.5      Tardy Step Discipline:**

- A. The first two untimely reports to schedule work in a calendar year will not be counted as tardy occurrences, so long as the employee has benefit accruals available to cover the entire time off.
- B. Step One: Fourth Occurrence – employee will be notified in writing and a copy of this Article will be provided to the employee.
- C. Step Two: Fifth Occurrence – Verbal warning.
- D. Step Three: Sixth Occurrence - Written reprimand.
- E. Step Four: Seventh Occurrence – One day suspension.
- F. Step Five: Eight Occurrence - Three day suspension.
- G. Step Six: Ninth Occurrence – Discharge.

The Employer(s) shall provide the employee with notice of the occurrence within twenty-one (21) calendar days of the incident resulting in the occurrence.

**Section 9.6      Tardy Reduction:**

- A. For each sixty (60) consecutive calendar day period in which an employee does not have an occurrence, the employee's then-current number of accrued occurrences will be reduced by two (2) to no less than zero occurrences.
- B. An employee who has in a calendar year:
  - 1. Received three (3) or less occurrences and
  - 2. Has had no unpaid time taken, other than workers compensation, Union Leave or FMLA Leave

Shall have his/her occurrences reduced to zero (0) on January first of the following year.
- C. An employee may not carry a negative tardy occurrence count.



## **ARTICLE X VACATIONS**

**Section 10.1 Eligibility for Vacation.** Vacations are earned for service during the past year with the understanding that such vacations can only be taken in increments of one-half (1/2) day or more except in an emergency situation after approval is obtained from the employee's supervisor. Notwithstanding the provisions of Section 10.6 and except in emergency situations, requests for vacations in increments of one-half (1/2) day shall be made at least twenty-four (24) hours in advance. Vacation salaries shall be paid in advance if a written request is submitted to the employee's supervisor two (2) weeks in advance of the vacation.

**Section 10.2 Length of Vacation.** Vacation time shall be calculated from the date of hire of each employee. Vacation hours eligible to be used each year shall be based on the following continuous years of service. Part-time employees at Animal services shall have vacation hours determined in accordance with the above schedule prorated based upon the hours they are regularly scheduled to work. Part-time employees at River Bluff Nursing Home, who worked 975 hours or more in the previous twelve (12) month period ending on the employee's anniversary date, shall have their vacation hours determined in accordance with the following schedule prorated in proportion to full-time hours, not to exceed 50% of the full time schedule (Example: A part-time employee in dietary who works a 7.5 hour day and who worked 975 hours the previous twelve (12) month period has worked 50% of a full-time schedule and would be entitled to five (5) vacation days.)

### **VACATION SCHEDULE**

	Vacation Hours Avail Per Yr 7.5 Hrs/37.5 Wk.	Vacation Hours Avail Per Yr 8/10 Hrs/40.0 Wk.	Vacation Hours Avail Per Yr 8.4 hrs/42.0 Wk 12.0 Hrs/84.0 Wk.
1 year Through Completion of 7th Year	75.0 Work Hrs.	80.0 Work Hrs.	84.0 Work Hrs
After Completion of 7th Year Through Completion of 15th Year	112.5 Work Hrs.	120.0 Work Hrs.	126.0 Wrk Hrs
After Completion of 15th Year Through Completion of 25th Year	150.0 Work Hrs.	160.0 Work Hrs.	168.0 Wrk Hrs
After Completion of 25th Year of Service	187.5 Work Hrs	200.0 Work Hrs.	210.0 Wrk Hrs

**Section 10.3 Accrual of Vacation Credit.** Employees shall start to accumulate vacation credit upon completion of their probationary period, retroactive to their date of

employment. Vacation days may not be taken during the first six (6) months of employment unless otherwise mutually agreed. Unless otherwise agreed in writing by the Employer(s) an employee shall not accrue vacation leave for any pay period during which they are on layoff nor shall an employee accrue vacation leave while they are on an unpaid leave of absence. Accrual of vacation credit shall also be subject to the provisions of Section 22.13. Employees of the Sheriff's Department will earn vacation hours on the first day of each month.

**Section 10.4 Use of Vacation for Other Purposes.** To the extent sick leave may be exhausted, an employee may request and use vacation leave for purposes other than taking a vacation.

**Section 10.5 Vacation Pay.** The rate of vacation pay shall be the employee's regular straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken.

**Section 10.6 Request for Vacation.** In order to assure the orderly performance and continuity of services provided by the employees in their respective departments, each employee wishing to schedule a vacation should request such vacation leave as far in advance as reasonably possible. Requests for vacation shall be granted upon approval of the appropriate department head or employer designee, in accordance with the next section, unless it is determined that such absence would adversely affect and interfere with the orderly performance and continuity of the Employer(s) services. Requests for vacation shall not arbitrarily be denied by the Employer(s). The Employer(s) shall respond prior to the proposed start date of the requested vacation, but in no event later than ten (10) business days following receipt of the request.

**Section 10.7 Scheduling Vacations.** Vacations will be scheduled, in so far as possible and practical, at those times requested by each employee. Because of the nature of County work, it may be necessary to limit the number of employees taking vacations during a particular period or at the same time.

To schedule vacations and resolve any conflicts which might arise in scheduling, employees may submit in writing to the Employer(s) their preference for vacation according to the following schedule:

For vacation requests during the first three (3) months of the calendar year, employees may submit requests between December 1 and December 10 of the preceding year; for vacation requests after April 1st of the calendar year, requests shall be submitted between January 21st and 31st. No vacation requests made pursuant to this Section shall be approved or denied until the time period for submitting such requests has concluded. Scheduling of advance requests, in accordance with provisions of this Section, shall be accomplished by December 31st and March 1st, respectively. In establishing vacation schedules, the Employer(s) shall consider both the employee's preference and the operating needs of the department. Where the Employer(s) is unable to grant and schedule advance vacation preference for all employees within a position classification or job skill within a department but is able to grant some (two or more) employees such vacation preferences, employees within the position classification or job skill shall be granted such preferred vacation period on the basis of seniority, unless it is determined that such absence would adversely affect and interfere with the orderly performance and continuity of the Employer(s) services. An employee's preference shall be defined as a specific block of time uninterrupted by work days.

For vacation periods other than those requested and granted in advance, vacations will be scheduled on the basis of first requested, first granted, except that if two or more employees seek the same vacation period and neither employee has yet been granted the vacation, then seniority shall control the award of such vacation. Notwithstanding the above, the employees in the position classification of Correctional Officer must submit vacation requests at least seventy-two (72) hours prior to the requested time off.

Employees requesting vacation time who have moved at their prerogative to a different work unit, and whose preference conflicts with another employee in that work unit, or those employees who have not filed their preference by January 31st or were not granted such requests, shall be scheduled on the basis of employee's preference and the operating needs of the Employer(s) on the first requested, first awarded basis described above.

### **Section 10.7A**     **9-1-1 Vacation Scheduling**

Vacation selection bidding shall begin November 23<sup>rd</sup> of each year. Each employee shall be allowed one day to make his/her selection of a vacation period. Vacation bidding will be determined by seniority and all employees' first request will be honored based on seniority prior to any additional request by another employee. An employee may sign up for additional requests for the year, however each additional request will be granted by seniority for each subsequent selection (i.e. second, third, fourth). The period for vacation selection shall correspond with the shift assignment period as defined in Section 20.7, Paragraph D-1. If an employee does not select his vacation time within the time allowed, provided he was able to select, he will be considered to have passed by the employee following him on the seniority list. The selection process will continue until all time has been selected or everyone has passed. All selections shall be made by December 15<sup>th</sup>.

After December 15<sup>th</sup>, vacation requests will be considered by the employer(s) on a first come, first served basis. Notwithstanding the above, employees' must submit vacation requests at least seventy-two (72) hours prior to requested time off. The maximum number of employees' to be scheduled for vacation at one time will be at the discretion of the employer considering seasonal operations, desired level of staffing and other level of service related matters.

Provided, however a minimum of one (1) employee per shift shall be permitted to take vacation, leave and/or compensatory time off on any given day under any circumstances except on Christmas Eve, Christmas Day, Memorial Day, Labor Day, and July 4<sup>th</sup>, along with their associated weekends (Friday, Saturday & Sunday), in which case no employee will be allowed to take time off on these designated days. If the holiday falls on Thursday the associated weekends would be Friday, Saturday and Sunday.

An employee scheduled to work on one of the designated days may be allowed to do a voluntary trade with another employee if approved by both supervisors. The voluntary trade must be completed in the same pay period and this language applies only to this section. This request must be submitted to the employee's supervisor in writing.

The foregoing shall not preclude additional employees from being granted vacation and/or compensatory time off where staffing permits.

**Section 10.8**     **Vacation Canceling and Rescheduling.** In the case of an emergency as determined by the Employer(s), the Employer(s) may cancel and reschedule any or all approved vacation leaves in advance. In the case of an emergency, the Employer(s) will,

wherever possible and practical, attempt to recall employees from vacations in the reverse order of granting vacations. In the event of any cancellation, the rescheduling of vacation time shall be accomplished on a first requested, first granted basis, except that if two or more employees seek the same vacation period and neither employee has yet been granted the vacation, then seniority shall control the award of such vacation. In the event of any cancellation, the Employer shall, upon the submission of proper written documentation, reimburse the employee for any actual out of pocket expenses incurred by reason of recall from vacation. If an employee has scheduled days off immediately preceding or following an approved vacation, he/she shall not be required to work on those days. The provisions of Sections 12.10 and 12.11, A & B, entitled "Overtime Assignments" do not apply.

**Section 10.9 Holidays During Vacation Period.** In the event a holiday occurs during the period when an employee is on approved vacation leave, such holiday shall be considered as a holiday and shall not be counted as part of the employee's vacation.

**Section 10.10 Separation From Employment.** Employees are requested to give at least two (2) weeks advance written notice of their intention to resign to the Employer(s). An employee shall receive pro rata paid vacation benefits based upon the number of months actually worked upon termination of employment. Vacation pay may not be used to extend the final date of one's employment with the Employer(s).

**Section 10.11 Accumulation.** If because of operating needs the Employer cannot grant an employee's request for vacation time within the twelve-month period after the expiration of the calendar year such time was earned, such vacation time may be accumulated for an additional twelve-month period. In any event, upon request, vacation time must be scheduled so that it may be taken no later than twelve months after the expiration of the calendar year in which such vacation time was earned. If an employee does not request and take accrued vacation within such period, such vacation shall be lost.

**Section 10.12 Payment on Death of Employee.** Upon the death of an employee, the Employer(s) shall pay to the legal representative of the Estate an amount equal to the vacation benefit due.

## **ARTICLE XI** **HOLIDAYS**

**Section 11.1 Holidays Observed.** All eligible full time employees shall have time off, with full salary payment, for the following holidays or the day designated as such by the County Board:

Columbus Day  
Veterans Day  
Thanksgiving Day (2)  
Christmas (2)  
New Year's Day

Martin Luther King's Birthday  
President's Day  
Memorial Day  
Independence Day  
Labor Day

For the purpose of this Article, if one of the above holidays falls on a Saturday it shall be observed on the preceding Friday. If one of the above holidays falls on a Sunday, it shall be

observed on the following Monday. Provided, however, with respect to those work locations that require continuous coverage, the holiday will be observed on the actual day of the holiday for employees in those position classifications that normally work weekends.

**Section 11.2 Holiday Eligibility Pay.** In order to be paid for the holiday when taken off, the employee must work his or her last scheduled work day before the holiday and the first scheduled work day after the holiday or the day taken as the holiday if the employee works on the holiday, unless absence on any of these work days is for good cause and approved by the Employer.

This Section shall not be construed to make employees on lay-off eligible for holiday pay.

**Section 11.3 Advance Notice.** Employees scheduled to work a holiday shall be given as much advance notice as practicable.

**Section 11.4 Holiday Pay.** Employees who do not work on a holiday shall receive holiday pay computed at the regular straight time hourly rate for the number of hours for which they are normally, regularly scheduled to work immediately prior to the holiday. Holidays shall accrue in accordance with the following chart. Part-time employees at River Bluff Nursing Home who work on a holiday will be paid holiday pay in accordance with this Section. Part time employees at Animal Services are eligible for holiday pay on a prorated basis.

#### HOLIDAY PAY

Hours Earned each Holiday based on	Hours Earned each Holiday based on	Hours Earned each Holiday based on
<u>7.5 hrs/37.5 wkly</u>	<u>8/10 hrs/40.0 wkly</u>	<u>12.0 hrs/84.0 bi-wkly</u>
7.5 hours	8.0 hours	8.4 hours

In the event of an emergency or other situation which demands special attention, an employee may be required by an Employer to work on a holiday. In such case, the employee shall be paid one and one-half (1½) times his/her regular straight time hourly rate for all hours worked on the holiday in addition to holiday pay as computed above.

In the event continuous scheduling is required at an employee's work location, an employee who is scheduled to work on Thanksgiving Day, Christmas Eve or Christmas Day, shall receive one and one half times his/her regular hourly rate of pay for all hours worked in addition to holiday pay as computed above. Employees scheduled to work on all other holidays shall receive straight time pay for all hours worked on the holiday in addition to holiday pay as computed above. In the event an employee not scheduled to work on Thanksgiving, Christmas Eve, or Christmas Day is required to work on those holidays pursuant to the provisions of Sections 12.10 or 12.11, such employee shall be paid two (2) times his or her regular straight-time hourly rate of pay in addition to holiday pay as computed above.

**Section 11.5 River Bluff Nursing Home Holiday Scheduling.** The Employer shall post a holiday scheduling request sign up sheet on approximately October 1 of each year. Each employee shall designate which holidays they do not wish to work, in order of preference, by designating a first, second, third and fourth choice. Such requests must be noted on the sheet during the first fourteen (14) days it is posted. In the event the appropriate supervisor is unable to provide adequate staff for a given holiday, the Employer(s) will endeavor to honor individual requests as indicated on the holiday scheduling sign up sheet in the order of preference

indicated by the employee, but seniority within a shift shall govern in the event of conflicting employee requests. If an employee demonstrates that he or she did not receive preference as required under this Section, then the sole remedy shall be to give that employee preference for a scheduled holiday of their choice.

Holiday schedules will be posted by November 1 and no bumping will be allowed after that date.

Each employee at the River Bluff Nursing Home shall work two (2) of the following holidays: Thanksgiving, Christmas Eve, Christmas Day, and New Year's Day and receive the remaining two (2) holidays off. Provided, however, that employees working the third shift may exchange New Year's Eve for New Year's Day as one of the two holidays off. Provided, however, that should an employee who is scheduled to work on one of these holidays fail to report for work, for any reason, that employee will be scheduled to work the next applicable holiday or if no holidays are available, a day during a weekend that he/she is not otherwise scheduled to work.

## **ARTICLE XII**

### **HOURS OF WORK AND OVERTIME**

**Section 12.1    General Provisions.** Employee(s) schedules which comprise the normal work day(s) and normal work week(s) are attached hereto as Appendix II and made a part of this Agreement.

The normal work day(s) shall consist of 7½, 8, 8.4, 10, or 12 consecutive hours and the normal work week(s) shall consist of 37½, 40, 42, or 24/60 hours beginning with the time the employee starts work on the first day of his/her work week, normally followed by two (2) consecutive days off. When days off are currently rotated, this practice shall continue unless the parties mutually agree otherwise.

Telecommunicators shall work 12 hour shifts. Any hours in excess of forty (40) hours in any work week shall be paid as overtime at the appropriate rate of pay.

**Section 12.2    No Guarantee.** Nothing in this Article shall be construed as a guarantee of hours of work. Should the Employer(s) find it necessary to reduce employee(s) hours, any affected employee(s) shall be allowed to choose layoff (Article XXI Section 21.1) rather than having hours of work reduced.

**Section 12.3    Overtime Payment.** All hours worked in excess of the normal work week when worked upon the direction or approval of the employee's supervisor shall be paid at the rate of 1½ times the employee's straight time hourly rate or compensated by granting 1½ times the number of overtime hours worked as compensatory time off. The employee shall make his/her choice (overtime or compensatory time) known to the Employer(s) not later than the end of the work week in which overtime was earned. Sheriff's Department employees may elect to receive compensatory time off which may be accumulated to a maximum of forty-eight (48) hours (based on thirty-two (32) hours worked at 1½ times the employee's straight time hourly rate). Any hours above forty-eight (48) for Sheriff's Department employees shall be at the sole discretion of the Employer. For all other Departments under this Agreement, compensatory time may be accumulated consistent with current practice. Compensatory time off shall be taken consistent with the operating needs of the Employer(s). Because of the nature

of departmental work schedules, it may be necessary to limit the number of employees using compensatory time during a particular period or at the same time. The request to use compensatory time off must be submitted at least twenty-four (24) hours in advance, except that under circumstances where twenty-four (24) hour notice is not possible because of exigent circumstances, the employee shall make the request as soon as possible. Since use of this accrued time must be scheduled, it cannot be used to cover time lost due to an employee arriving late to work or returning late from a break or lunch period. Compensatory time shall be taken under this Article as required by the Fair Labor Standards Act if such continues to be applicable to local government employees.

**Section 12.4 Meal Period.** Work schedules shall provide for the work day to be broken at approximately mid-point by a meal period of not less than thirty (30) minutes and not more than sixty (60) minutes, with the exception of a twenty (20) minute paid lunch for Animal Services Officers. In the case of twelve (12) hour employees, the work day shall be broken at approximately the mid point of each six (6) hour segment.

Employees receiving a meal period shall have the right to leave their work station during their meal period. Employees receiving a paid meal period will not be allowed to leave the worksite/facility. Employees leaving the worksite/facility during their meal period are not considered in an active work status.

Employees who receive an unpaid lunch period and are required to work at their work assignments during such period and who are not relieved, shall have such time treated as hours worked for the purpose of computing overtime and shall be paid at the appropriate straight or overtime rate, whichever may be applicable.

**Section 12.5 Days Off.** For employees in Departments which require continuous coverage, scheduled work days and scheduled days off shall be consecutive, but may fall on any day of the week.

**Section 12.6 Rest Periods.** There shall be two (2) rest periods of fifteen (15) minutes each during each regular shift; one during the first half of the shift and one during the second half of the shift.

Twelve-hour employees shall have two (2) twenty (20) minute breaks during each shift; one (1) during the first half of each shift and one (1) during the second half of each shift.

**Section 12.7 Additional Compensation For Hours Worked And Overtime.**

- A. **Call Back Pay.** Any employee called back to work outside of his/her regularly scheduled shift or on a scheduled day off shall be paid a minimum of two (2) hours pay at the applicable rate beginning at the time the employee arrives at their worksite. Work schedules will not be changed because of call back time in order to avoid overtime or straight time pay. Any employee notified within one hour of the required reporting time will be paid one (1) additional hour of pay at the applicable rate. Highway Department employees notified less than eight (8) hours prior to the required reporting time will be paid one (1) additional hour of pay at the applicable rate for call outs during snow/ice operations only.
- B. **Wireless Communication Pay.** Employees in the following position classifications who are regularly assigned wireless communications devices shall receive the

following additional compensation. Wireless Communication Pay is to compensate the employee for carrying the device and responding to texts, phone calls or other types of communication.

Position Classification	Wireless Communication Pay
Correctional Officer (CERT), Corrections Canine Officer and Designated Maintenance Department employees required to carry a wireless communications device	\$500 stipend annually. Provided, however, that in the event the employee leaves employment for any reason during the contract year, s/he shall reimburse the Employer the pro rata portion of the stipend corresponding to the pro rata portion of the contract year remaining as of the employment termination date. At the Employer's option, such reimbursement may be deducted in part or in full from the employee's final paycheck.
Deputy Coroner and Deputy Coroner Investigator	\$750 stipend annually. Provided, however, that in the event the employee leaves employment for any reason during the contract year, s/he shall reimburse the Employer the pro rata portion of the stipend corresponding to the pro rata portion of the contract year remaining as of the employment termination date. At the Employer's option, such reimbursement may be deducted in part or in full from the employee's final paycheck.
Highway Maintainer, Equipment Operator Senior and Mechanic	\$225 stipend for each month that they are assigned a wireless communication device.

- C. Stand By Duty. Any employee who is ordered, in writing, by his/her Employer or duly authorized supervisor to remain at home for a specified period of time pending a telephone call to return to work outside of his/her regularly scheduled shift shall be compensated in accordance with the provisions of the Fair Labor Standards Act. That is to say that all hours during which an employee is restricted at home shall be considered to be hours worked.

**Section 12.8 Changes in Normal Work Day and Work Week.** The shifts, work days and hours to which employees are assigned shall be posted on relevant bulletin boards. Should programmatic or operational needs require a change in employee work schedules, notice of such schedule change shall be given to the affected employee(s) and the Union as far in advance as is reasonably practicable, but in no event shall such notice be less



than forty-eight (48) hours unless the Employer(s) has less than twenty-four (24) hours notice of the circumstances resulting in the need to make the schedule change. Upon request, the Employer(s) involved will meet and confer with the affected employee(s) and the Union to explore alternatives to the proposed change prior to implementation.

Disputes over such changes being made shall be subject to the grievance procedure.

Temporary schedule changes may be implemented pending final resolution of the above-referenced dispute(s).

**A. Directed On-Call Assignments: Highway Department**

Highway employees in the position classifications Highway Maintainer, Equipment Operator, Mechanic shall be assigned a wireless communications device as determined by management.

Employees carrying a wireless communications device and/or who are called back to duty will be compensated as outlined in Sections 12.7 A and B.

Wireless communications devices issued to employees shall be worn or monitored whenever practicable. This includes off duty time and holidays, but does not include bereavement, vacation or comp time. An employee may request an exemption in advance in writing from recall during a non-work period based upon the Department's anticipated needs. These exemptions will normally be approved on a first-come first-approved basis and will not be arbitrarily denied.

Employees in the above listed position classifications may be subject to a directed on-call assignment to handle anticipated service or storm related emergency calls outside of their regularly scheduled working hours. Employees receiving such a directed assignment will receive two (2) hours of pay at the employee's applicable rate, for each twenty four (24) hour period, or for any fraction thereof, the employee remains on a directed on-call assignment. This does not include normal snow plowing operations between October 1 and April 30 each year.

Employees placed on directed on-call assignments must respond to a text by calling the Highway Department on-call phone number within twenty (20) minutes after receiving the text and must report to work fit for duty within one (1) hour after receiving the text. An employee not responding to a text within the allotted time will receive a phone call from a supervisor on their Employer-issued wireless communication device and/or on a personal phone number provided by the employee. If an employee does not respond to both a text and a phone call either on the employee's Employer-issued wireless communication device or personal phone number, they will be subject to the disciplinary procedure outlined in Article 8. For the purpose of this section only, this language supersedes the reasonable time language for an employee to respond to a text or phone call outlined in Section 12.12.

If an employee placed on a directed on-call assignment responds to a text or phone call in the allotted time, but is not fit for duty and did not receive an exemption

from a recall, they will be subject to the disciplinary procedure as outlined in Article 8.

On-call personnel may, by mutual agreement, be assigned a vehicle to take home for duty related use while on-call.

**B. Temporary Seasonal Workers: Highway Department**

1. The Highway Department shall be permitted to hire temporary seasonal employees for snow plowing in the winter ("Snow Birds") starting October 1 and ending April 30.
2. The Highway Department may employ up to six (6) "snow bird" positions each season.
3. The "snow bird" positions are solely to be used as fill in/backup to full time Highway Department staff, unless the "snow bird" positions are scheduled to cover shifts for individuals on vacation, leave of absence, holiday, personal time, or based on unforeseen circumstances that require temporary or additional coverage.
4. The "snow bird" positions will be provided a maximum of 80.0 hours of training time each season in order to become familiar with equipment, routes, procedures, etc.
5. Compensation for the "snow bird" positions will be limited to rates between \$17.00 to \$19.00 per hour, based on experience. Overtime, if applicable, will be paid in accordance with the same calculation set forth in the Collective Bargaining Agreement to maintain internal equity.

**C. Stand-by Duty: Animal Services**

1. From 11:00 p.m. to 7:15 a.m. one Animal Services Officer will be assigned to stand-by duty to respond to emergency calls. Officers will be assigned to stand-by duty for a block of days that corresponds to their regular work days so as not to interfere with their blocks of scheduled days off.
2. An officer assigned to stand-by duty shall be paid for a minimum of four (4) hours, at the employee's applicable rate of pay, regardless of whether the officer is actually called out. If an officer works four (4) hours or more while on stand-by duty, the officer shall be paid for the actual hours worked at the employee's applicable rate of pay.
3. If an officer is unable to work his or her assigned shift and is assigned to stand-by duty that night, the officer assigned to fill the regular shift will also be required to handle the stand-by duty.

**Section 12.9    No Pyramiding.** Compensation shall not be paid (or compensatory time taken) more than once for the same hours under any provisions of this Article or Agreement.

**Section 12.10    Overtime Assignments.** The Employer(s) shall assign and distribute overtime as equitably as possible among the employees who normally perform the work in the position classification where the overtime is needed. Except where precluded by emergencies, the Employer(s) shall, when overtime needs arise, attempt to distribute overtime on a rotating basis among such employees according to seniority, with the most senior employees having the least number of credited overtime hours within the accumulation period (as defined in Section 12.17) being given first opportunity. If an employee declines an offer of overtime, the next most senior employee(s) having the least number of credited overtime hours within the accumulation period will be given the opportunity until enough employees are secured. If a volunteer (or enough volunteers) are not available, the Employer(s) may mandate or require employees to work the overtime. Such mandated overtime shall be assigned in reverse seniority order, beginning with the least senior employee who has not previously been directed by the Employer(s) to work the overtime during the accumulation period. At the conclusion of each accumulation period the process shall begin anew. For the purpose of completing particular work assignments, overtime may be assigned to employees who are singularly responsible for particular assignments or are already present and working rather than utilizing the normal overtime rotation procedure.

Except for emergencies no employee shall work in excess of sixteen (16) consecutive hours without at least that employee having a normal full shift off duty.

In the event two or more employees are mandated to complete a work assignment, the employees shall be relieved on the basis of seniority, if requested, whenever practicable.

In the event that the voluntary list and mandatory lists have been exhausted and there is not a replacement for a vacancy, management reserves the right to fill the position after reviewing the business necessity for each occurrence. This provision shall not be used by the Employer to erode the bargaining unit.

A mandate is defined as any time assigned to an employee outside of his/her normal shift hours, which an employee does not volunteer for. This definition is inclusive of all departments under this Agreement.

- A.    **Overtime Assignments – Animal Services Officers.** The Employer shall post shift assignments which are open due to known absences on a monthly basis during the week prior to the start of the next month. Each Animal Services officer will have the opportunity to volunteer for up to two open shifts on that list during a time period designated by the Employer. Shifts will be assigned on a rotating seniority basis. Any shifts remaining open after the initial sign up will be posted for a time period designated by the Employer to allow employees to volunteer on a first come, first serve basis. Any shift that continues to remain open will be filled by mandation in accordance with this Section. Employees shall be permitted to swap volunteer or mandated shifts with the understanding that the mandation follows the shift. Employees are encouraged to submit known vacation or absence requested by the 20<sup>th</sup> day of the prior month in order to allow time to fill the open shift assignments.

For shift assignments not filled as set forth above, the Employer shall assign and distribute overtime as equitably as possible among the employees who normally perform the work in the position classification where the overtime is needed. Except where precluded by emergencies, the Employer shall, when overtime needs arise, attempt to distribute overtime on a rotating basis among such employees according to seniority by job title. If an employee declines an offer of overtime, the next most senior employee(s) by job title will be given the opportunity until enough employees are secured. If a volunteer (or enough volunteers) are not available, the Employer(s) may mandate or require employees to work the overtime. Such mandated overtime shall be assigned in reverse seniority order, beginning with the least senior employee who has not previously been directed by the Employer to work the overtime. At the conclusion of each accumulation period the process shall begin anew.

Unless confronted with unforeseen circumstances, an animal services officer may not be directed to work overtime during any block of scheduled days off if that animal services officer has worked a shift of overtime on any of the other days during that block of scheduled days off. If the Employer(s) mandates an employee to work overtime in violation of this provision, the employee shall be paid at a rate of two (2) times his/her regular hourly rate of pay for all hours worked as mandated.

For the purpose of completing particular work assignments, overtime may be assigned to employees who are singularly responsible for particular assignments or are already present and working rather than utilizing the normal overtime rotation procedure.

Except for emergencies no employee shall work in excess of sixteen (16) consecutive hours without at least that employee having a normal full shift off duty.

In the event two or more employees are mandated to complete a work assignment, the employees shall be relieved on the basis of seniority, by job title, if requested, whenever practicable.

In the event that the voluntary list and mandatory lists have been exhausted and there is not a replacement for a vacancy, management reserves the right to fill the position after reviewing the business necessity for each occurrence. This provision shall not be used by the Employer to erode the bargaining unit.

- B. **Overtime Assignments – River Bluff Nursing Home.** The Employer shall assign and distribute overtime as equitably as possible among the employees who normally perform the work in the position classification where the overtime is needed. In addition to the appropriate hourly rate of pay for all hours worked, employees who volunteer for a shift of overtime of four(4) hours or more shall receive an additional \$25.00.

**Section 12.11A Overtime Assignments – Corrections.** Overtime shall be distributed as equally as possible among the employees who perform the work in the position

classification in which the overtime is needed. Overtime shall be distributed on a rotating basis among such employees in accordance with the policy set forth below.

The Employer shall maintain two (2) overtime lists; one (1) voluntary overtime list by A & C shifts and one list by B & D shifts (administrative/court employees shall be on both lists) and one (1) mandatory list, both based on seniority. Employees who desire to have their name on the voluntary overtime list may sign up each year concurrent with the shift bidding process. The lists will become effective on January 1. After the initial sign up period, the lists shall be updated as new corrections officers complete their mandatory training period.

The order of overtime assignments shall be as follows:

- A. Voluntary List. Offers of overtime work opportunities shall be made in sequential order with the new overtime opportunities being offered first to the correctional officer following the one who accepted the last offer. Any correctional officer who has refused four (4) consecutive opportunities for overtime without just cause will be stricken from the list. At the conclusion of the calendar quarter, the process shall begin anew.
- B. Mandatory List. If all employees from the voluntary list refuse, the employer shall mandate overtime in reverse seniority order, beginning with the least senior employee following the last officer mandated, repeating the process until all mandatory assignments are filled. At the conclusion of the calendar quarter, the process shall begin anew.

Correctional officers are not eligible for voluntary or mandatory overtime opportunities until they have successfully completed their mandatory training period.

Unless confronted with unforeseen circumstances, a correctional officer may not be directed to work overtime during any block of scheduled days off if that correctional officer has worked a shift of overtime on any of the other days during that block of scheduled days off.

For the purpose of completing particular work assignments, overtime may be assigned to employees who are singularly responsible for particular assignments or who are already present and working rather than utilizing the normal overtime rotation procedure.

Except for emergencies no employee shall work in excess of sixteen (16) consecutive hours without that employee having a normal full shift off.

Employees working overtime will be relieved on the basis of seniority, with mandated employees relieved prior to voluntary employees.

An employee accepting overtime opportunities will be assigned duties at posts and locations where personnel and facility operations dictate.

An employee who has not signed up for voluntary overtime is not excluded from mandatory overtime, provided, however, the employer will not mandate an employee to work more than two (2) full shifts of overtime (regardless of the number of hours actually worked by the employee) during any calendar month, except when confronted with unforeseen circumstances or during any period when no less than four (4) correctional officers are attending P.T.I. Employee selection for mandatory overtime will be based on the overall Corrections seniority list, said list being used in reverse order.

If the Employer(s) mandate an employee to work overtime in violation of the provisions of this Section, the employee shall be paid at a rate of two (2) times his or her regular hourly rate of pay for all hours worked as mandated.

A mandate is defined as any time assigned to an employee outside of his/her normal shift hours, which an employee does not volunteer for. This definition is inclusive of all departments under this Agreement.

**Section 12.11B     Overtime Assignments, 911 Center**

1. The county shall distribute overtime assignments as equally as possible among the employees where overtime is needed. Except where precluded by emergencies, the county shall attempt to distribute overtime on a rotating basis among employees based on seniority.
2. The employer shall maintain two (2) overtime lists: one (1) voluntary list and one (1) mandatory list, both based on seniority. If the need for overtime arises, the county shall go to the voluntary list and attempt contact, when that list has been exhausted the county shall move to the mandate list.
3. The employer may post and maintain overtime assignments in a centralized location in the 911 center as needed.
4. Except for emergencies no employee shall work in excess of sixteen (16) consecutive hours without that employee having a normal full shift off. Further, no employee shall be mandated to return to work without that employee having at least eight (8) hours of time off.
5. In the event that two or more employees are mandated to complete a work assignment, the employees shall be relieved on the basis of seniority, if requested, whenever practical.
6. Voluntary List: Opportunities for over time shall be made on a rotating basis with new opportunities being offered to the first telecommunicator following the one that accepted the last offer. All overtime assignments will be based upon seniority starting with the most senior.
7. Mandatory List: Once all employees from the voluntary list refuse, the employer shall mandate the overtime in the reverse seniority order, beginning with the least senior then following the last employee mandated.
8. A mandate is defined as any time assigned to an employee outside of his/her normal shift hours, which an employee does not volunteer for. This definition is inclusive of all departments under this Agreement.
9. Employees are not eligible for any overtime until their training period has been completed and the employer has released the employee to be eligible for overtime.
10. An employee that does not want to work voluntary overtime may request so in writing at the beginning of each new shift assignment (calendar year). This does not exclude the employee from the mandate list.

11. Voluntary and Mandatory Lists shall be renewed at the beginning of each new shift assignment (calendar year). If voluntary list and mandatory list have been exhausted and there is not a replacement for a vacancy, management reserves the right to fill the position with qualified individuals after reviewing the business necessity for each occurrence. This provision shall not be used by the Employer to erode the bargaining unit.
12. An employee who has not signed up for voluntary overtime is not excluded from mandatory overtime, provided however, the employer will not mandate an employee to work more than two (2) shifts of overtime of six (6) hours or more per shift during any calendar month, except when confronted with unforeseen circumstances. Employee selection for mandatory overtime will be based on the overall 911 Center seniority list, said list being used in reverse order. If the Employer(s) mandate an employee to work overtime in violation of the provisions of this Section, the employee shall be paid at a rate of two (2) times his or her regular rate of pay for all hours worked as mandated.
13. For the purpose of completing particular work assignments, overtime may be assigned to employees who are singularly responsible for particular assignments or who are already present and working rather than utilizing the normal overtime rotation procedure.
14. Except when confronted with unforeseen circumstances, an employee may not be directed to work overtime during any block of scheduled days off, if the employee has worked a posted shift of overtime of six (6) hours or more on any of the days during that block of scheduled days off.

**Section 12.12**     **Overtime Assignments-Method of Assignment.**     When overtime needs arise after an employee's normal work hours, the Employer(s) may use the following methods to assign overtime pursuant to Sections 12.10 and 12.11A & B: land line telephone or an Employer(s) assigned wireless communication device. Employees in the position classifications listed in the chart in Section 12.7 must maintain a functioning land line telephone at his/her home or cell phone as a condition of employment. Employees who are regularly assigned a wireless communications device shall be required to report to their normal work location within a reasonable time after being called by the Employer(s) unless otherwise directed.

**Section 12.13**     **Declination of Overtime.**     An employee who is offered but declines an overtime assignment shall, for the sole purpose of future overtime assignments within the accumulation period, be deemed to have worked the hours offered. In addition, Highway Department employees who do not answer a call to work overtime shall, for the sole purpose of future overtime assignments within the accumulation period, be deemed to have worked the hours offered.

**Section 12.14**     **Waiver.**     An employee by written notice to the Employer(s) may waive his/her right to be offered voluntary overtime assignments and thereafter, during the accumulation period, shall not be included in the regular overtime rotation. Such waiver, however, shall not exclude the employee from possible mandatory overtime assignments.

An employee who is absent for any reason other than documented illness and who otherwise would be entitled to have overtime offered under Section 12.10 or 12.11 above, shall for

the sole purpose of future overtime assignments within the accumulation period, be deemed to have waived the overtime opportunity.

**Section 12.15      Rest Periods During Overtime.** An employee required to work four (4) or more hours of consecutive overtime shall be entitled to a fifteen (15) minute break scheduled by the Employer(s) during such period. That break may be extended, or additional breaks granted at the discretion of the Employer(s). Neither the granting nor failure to grant any discretionary break time shall be subject to the grievance procedure.

**Section 12.16      Meal Periods During Overtime.** An employee who works more than four (4) consecutive hours of overtime shall be entitled to a thirty (30) minute non-paid meal period scheduled by the Employer(s) during such overtime period. This meal period may be extended at the discretion of the Employer(s).

**Section 12.17      Overtime Records.** A current overtime list will be maintained by the Employer(s) and posted in such departments or sub-departments as are appropriate. New employees entering the overtime unit will be added to the list at the beginning of the next accumulation period. Upon written request the union will be given a copy of the previous posting or listings.

For purposes of this Article, an accumulation period shall be three (3) calendar months, except for purposes of Sections 12.10 and 12.13, the accumulation period for Highway Department employees shall be six (6) months starting on January 1<sup>st</sup> and July 1<sup>st</sup> of every year.

**Section 12.18      Time Off.** For the purposes of determining an employee's entitlement to overtime compensation, paid time off in the form of vacation, holidays, personal leave days, bereavement leave, and the first three (3) days of sick leave utilized in each calendar year shall be counted as hours worked for purposes of determining an employee's entitlement to overtime compensation.

**Section 12.19      Weekends Off: River Bluff Nursing Home.** As long as the operational necessities of River Bluff Nursing Home allow, employees at River Bluff Nursing Home shall have every other weekend off. In the event a supervisor is unable to provide adequate staff for a given weekend, employees may be required to work consecutive weekends.

**Section 12.20      Shift and Time Trades – Corrections; 911 Center.**

- A. **Shift Trades.** Shift trades will be allowed eight (8) times in a calendar year. Employees assigned to different lengths of shifts may trade shifts; however, the employee trading the longer shift is responsible for working or obtaining approval to use accrued time to cover the balance of the shift trade. This trade must be requested and agreed to in writing by both employees with written approval from each of the involved employees' supervisors by completing the appropriate departmental form.

Shift trades are further subject to the following conditions:

1. Probationary employees who have not completed their training are not eligible for shift trades.



2. Notice of the shift trade request must be provided in writing at least forty-eight (48) hours in advance, except that under circumstances where forty-eight (48) hours advance notice is not possible because of exigent circumstances, the employees shall give notice as soon as possible.
3. The trade must not involve either employee accruing overtime or either employee working a double shift.
4. Any employee fulfilling any shift trade will not be allowed to use any vacation time, personal time, compensatory time, or holiday time to satisfy the shift trade commitment, except where the employees work different lengths of shifts and prior approval of the exchange has been granted with the use of accrued time to cover the balance of the shift being traded or paid back.
5. An employee who is unable to work because they have an incapacitating illness or are otherwise incapacitated and requests to use sick time to fulfill the trade must provide evidence in the form of written medical certification (at the employee's expense) for the absence.
6. Both the trade date and the "pay back" trade date must be completed within thirty (30) days.
7. Once a shift trade has been established, employees shall not be allowed to trade within the trade.
8. Consecutive days traded shall count as individual trades for each day.
9. In the case of an employee who fails to report for work as designated by the shift trade form, the employee who is scheduled to work based upon the written request and approval form will be deemed in violation of the shift trade agreement; issued an unexcused absence; assessed a No Show/No Call; and subject to discipline for failure to report for duty. In addition, an employee who fails to fulfill their obligation for a shift trade will be ineligible to participate in any further shift or time trades for the remainder of the calendar year.

B. **Time Trades.** In addition to shift trades as described above, time trades of four (4) hours or less at the beginning or ending of an employee's shift will be allowed. An employee may make one (1) time trade (of up to this four (4) hour block of time) with another employee once in a twenty-eight (28) day, two (2) pay period cycle. Employees may make six (6) of these time trades in a calendar year. These trades must be requested and agreed to in writing by both employees with written approval from each of the involved employees' supervisors by completing the appropriate departmental form. A trade of time is subject to the following conditions:

1. Probationary employees who have not completed their training are not eligible for time trades.

2. The trade must not involve either employee accruing overtime.
3. Any employee fulfilling any time trade will not be allowed to use any vacation time, personal time, compensatory time, or holiday time to satisfy the shift trade commitment.
4. An employee who is unable to work because they have an incapacitating illness or are otherwise incapacitated and requests to use sick time to fulfill the trade must provide evidence in the form of written medical certification (at the employee's expense) for the absence.
5. Both the trade date and the "pay back" trade date must be completed within thirty (30) days.
6. Once a time trade has been established, employees shall not be allowed to trade within the trade.
7. Since use this trade of time must be scheduled, it cannot be used to cover time lost due to an employee arriving late to work or returning late from a break or lunch period.
8. In the case of an employee who fails to report for work as designated by the time trade form, the employee who is scheduled to work based upon the written request and approval form will be deemed in violation of the time trade agreement; issued an unexcused absence; assessed a No Show/No Call; and subject to discipline for failure to report for duty. In addition, an employee who fails to fulfill their obligation for a time trade will be ineligible to participate in any further shift or time trades for the remainder of the calendar year.

### **ARTICLE XIII** **INSURANCE AND PENSION**

**Section 13.1 Insurance Coverage.** Except as provided herein, the County shall, for the life of this Agreement, continue in effect the basic level of coverage to full time employees and eligible part time employees per Patient Protection and Affordable Care Act (PPACA) guidelines now provided by the County for hospital and major medical insurance, and dental insurance for full time employees. The County does retain the right to change to or from a self-insurance program and/or to change insurance carriers, or otherwise to change coverage(s) as long as the basic level of benefits to the employee remains substantially the same. The Employer reserves the right to introduce a base dental plan at no cost to the employee with an option for the employee to "buy-up" to a managed care dental plan at the employee's expense.

In order to be eligible to receive insurance benefits pursuant to the provisions of this Article XIII, employees and their dependents, which includes spouses as defined under Illinois law, must apply within the first ninety (90) days of employment, during the annual open enrollment or within thirty (30) days of a qualifying event, whichever is applicable.

The age qualifier for dependent children will follow applicable State and Federal laws.

Part-time employees are eligible for health insurance coverage per PPACA guidelines, but are not eligible for dental or life insurance coverage.

**Section 13.2 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 the same. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admissions and continuing admission review, prohibition on weekend admissions except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures.

Notwithstanding any provision of this section, or of Section 13.1, the County reserves the right to institute a Participating Provider Option (P.P.O.) even if the result would be a reduction in the level of benefits for those employees who choose to receive in-patient or out-patient hospital care at hospitals other than participating hospitals.

**Section 13.3 Cost. Effective January 1, 2017:** The Employer(s) agree to pay the following percentage of the cost of providing health and dental insurance under the self-funded group fee-for-service (indemnity) plan. Any employee who elects coverage under this plan shall pay the following percentage of the cost of the individual or dependent coverage, as the case may be. There shall be no annual limit on the contribution amount.

	Employer Contribution Percentage	Employee Contribution Percentage
Effective January 1, 2017	85%	15%
Effective January 1, 2018	85%	15%
Effective January 1, 2019	85%	15%
Effective January 1, 2020	85%	15%
Effective January 1, 2021	85%	15%

The County's health and dental plan administrator shall have exclusive authority to determine the annual anticipated and actual costs of individual and dependent insurance coverage during the term of this Agreement. The cost of providing individual or dependent coverage under this plan shall be determined by December 15 of each year. The employee's share of the cost shall be divided into twenty-six equal payments and shall be deducted from the employee's paycheck.

Any employee that elects either individual or dependent dental and health insurance coverage shall, at the open enrollment following the ratification of this Agreement, enroll in the insurance premium only portion of the Section 125 Plan provided by the Employer(s). Provided, however, should an employee demonstrate to the Employer(s) that his/her participation in the Section 125 Plan will have an adverse impact on his/her social security earnings or pension through the Illinois Municipal Retirement Fund, his/her participation in the Section 125 Plan may be waived.

**Effective January 1, 2017:** The annual deductible for medical services other than prescription drugs for each employee who has elected individual coverage and has chosen the self-funded group fee-for-service/PPO (indemnity) plan will be as follows:

	Deductible for each covered employee and for each covered dependent	Maximum aggregate deductible per family
Effective January 1, 2017	\$630	\$1,260
Effective January 1, 2018	\$700	\$1,400
Effective January 1, 2019	\$700	\$1,400
Effective January 1, 2020	\$750	\$1,500
Effective January 1, 2021	\$750	\$1,500

The annual maximum out-of-pocket expenditures over and above the deductibles for medical services other than prescription drugs per employee or dependent shall be as follows:

	Maximum out-of-pocket expenditures per employee or dependent	Maximum out-of-pocket expenditures per family
Effective January 1, 2017	\$1,160	\$3,420
Effective January 1, 2018	\$1,250	\$3,350
Effective January 1, 2019	\$1,250	\$3,350
Effective January 1, 2020	\$1,250	\$3,350
Effective January 1, 2021	\$1,250	\$3,350

Effective January 1, 2020, the PPO plan will convert to a Point of Service (POS) plan with the following co-payments being effective as of January 1, 2020:

	Co-Pays Primary Care	Co-Pays Specialist
Effective January 1, 2020	\$20.00	\$25.00
Effective January 1, 2021	\$20.00	\$25.00

**Section 13.4 Coordination of Benefits.** In the event that the spouse of an employee is eligible to participate in a group health insurance plan sponsored by the spouse's employer, for which that employer pays a minimum of 80% of the insurance premium, that plan, even if the spouse fails to enroll, will be considered primary. The Employer(s) will pay benefits at the secondary payer level that will not exceed the amount of benefits due had the spouse enrolled in his/her employer-sponsored health insurance plan. In addition, in the event that a dependent of an employee covered by the County's health and dental insurance plan, is also covered under another health and dental insurance plan, the County will pay no more than the County's plan percentage for any balance submitted for secondary coverage.

**Section 13.5 Alternative Health Plans.** In accordance with the provisions of federal law and the regulations there under, if applicable, the Employer shall make available the option of membership in qualified health maintenance organizations and/or other alternative health plans to employees and their eligible dependents who reside in the service area of qualified HMO's and/or alternative health plans. This option shall terminate effective December 31, 2019.

If an employee elects to participate in an alternative health plan under this Section, the Employer(s) agree to pay the following percentage of the cost, and the employee who elects coverage under the plan shall pay the following percentage of the cost of the individual or dependent coverage, as the case may be. There shall be no annual limit on the contribution amount.

	Employer Contribution Percentage	Employee Contribution Percentage
Effective January 1, 2017	85%	15%
Effective January 1, 2018	85%	15%
Effective January 1, 2019	85%	15%

The cost of providing individual and dependent health and dental insurance coverage under the alternative health plan shall be determined by December 15 of each year. The employee's share of the cost shall be divided into twenty-six (26) equal payments and shall be deducted from the employee's paycheck.

Effective January 1, 2018: The annual deductible for medical services other than prescription drugs for each employee who has elected to participate in an alternative health plan under this Section is as follows:

	Deductible covered employee and for each covered dependent	Maximum aggregated deductible per family
Effective January 1, 2018	\$250	\$500
Effective January 1, 2019	\$500	\$1,000

The annual maximum out-of-pocket expenditure over and above the co-payments for medical services other than prescription drugs per employee or dependent shall be as follows:

	Maximum out-of-pocket expenditures per employee or dependent	Maximum out-of-pocket expenditures per family
Effective January 1, 2017	\$1,700	\$3,400
Effective January 1, 2018	\$1,650	\$3,300
Effective January 1, 2019	\$1,650	\$3,300

	Co-Pays Primary Care	Co-Pays Specialist
Effective January 1, 2017	\$25.00	\$30.00
Effective January 1, 2018	\$20.00	\$25.00
Effective January 1, 2019	\$20.00	\$25.00

**Section 13.6 Group Term Life Insurance.** During the term of this Agreement, the Employer shall provide each eligible employee with a paid twenty thousand dollar (\$20,000) group term life insurance policy. The Employer(s) shall continue to provide the employees the opportunity to purchase additional life insurance coverage at the employee's expense.

**Section 13.7     Pension Contributions.** In accordance with applicable state law, all eligible employees shall be covered by the Illinois Municipal Retirement Fund (IMRF) and the County shall make appropriate FICA (Social Security) and IMRF pension contributions to this fund.

**Section 13.8     SLEP Retirement Fund.**

No later than July 1 of each year of this agreement, the employer and the UNION will meet and discuss the application of the Sheriffs Law Enforcement Pension (SLEP) to the employees in the position classification of correctional officer.

**Section 13.9     Indemnification and Legal Representation.**

- A.     Employer Responsibility: The Employer agrees to pay for any damages or monies which may be adjudged, assessed or levied against an employee covered by this Agreement, and provide legal representation to an employee at any civil cause of action brought against the employee, as a result of action or inaction of the employee arising out of and in the performance of the employee's proper duties for the Employer, except that this provision shall not apply where the employee unreasonably violates a direct order or procedure or acts willfully or wantonly in disregard of his proper duties and/or obligations.
- B.     Cooperation: Employees shall be required to cooperate with the Employer during the course of any investigation, administration, or litigation of any claim arising under this Article.
- C.     Applicability: The Employer will provide the protection set forth in Section A so long as the employee is acting within the scope of his employment and where the employee cooperates as defined in Section B, with the defense of the action(s) or claim(s).

**Section 13.10     Dental Benefits.** Dental benefits shall be as follows:

Effective 1/1/17

Deductible for single coverage:	\$25.00
Deductible for family coverage:	\$75.00
Maximum benefits per calendar year:	\$1,200

Effective 1/1/18

Deductible for single coverage:	\$50.00
Deductible for family coverage:	\$150.00
Maximum benefits per calendar year:	\$2,000

Effective 1/1/19

Deductible for single coverage:	\$50.00
Deductible for family coverage:	\$150.00
Maximum benefits per calendar year:	\$2,000

Effective 1/1/20

Deductible for single coverage:	\$50.00
Deductible for family coverage:	\$150.00
Maximum benefits per calendar year:	\$2,000

Effective 1/1/21

Deductible for single coverage:	\$50.00
Deductible for family coverage:	\$150.00
Maximum benefits per calendar year:	\$2,000

**Section 13.11**     **Terms of Policies to Govern.** The extent of insurance coverage provided to employees or their dependents under this collective bargaining agreement shall be subject to and governed by the terms and conditions set forth in any applicable insurance policies or agreements or those which may be established from time to time by the County's Health and Dental Plan Administrator. Any or all questions or disputes concerning insurance claim(s) shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

**Section 13.12**     **Sick Leave of Absence/IMRF Disability.** In the event an employee is on unpaid sick leave or on IMRF Disability, the Employer(s) shall continue to make contributions toward the cost of Health and Dental Insurance coverage for a period of ninety (90) days. The Employee shall pay the amount that is normally deducted per pay period from his/her payroll check. At the end of the ninety (90) day period, the employee may continue his/her insurance coverage by paying the full cost for single (and dependent coverage where applicable) coverage to the Human Resources Director or his/her designee by the tenth (10th) day of each month. If payment is not made, the insurance shall be cancelled by the Employer(s).

**Section 13.13**     **Occupational Injury/Illness.** In the event that an employee is receiving Temporary Total Disability (TTD) payments pursuant to the "Illinois Worker's Compensation Act", the employee shall be required to contribute his/her portion of the cost of Health and Dental Insurance that was in effect at the time the work related injury or illness occurred for a period of twelve months. Thereafter, the employee shall be responsible to pay the full cost of Health and Dental Insurance. If such employee chooses to change his/her coverage from single to dependent or from the self-funded insurance plan to the HMO or other alternative plan, the employee shall direct his/her payment of any increase in the cost of coverage to the Human Resources Director or his designee by the tenth (10th) of each month. Failure to pay the increased cost will result in cancellation of the change in coverage.

**Section 13.14**     **Pharmacy.** **Effective January 1, 2017**, the cost of prescription drugs will be a co-pay of \$17 for generic medications or the best daily price, whichever is less, a co-pay of \$23 plus 20% of the cost of preferred brand name medications, and a co-pay of \$23 and the difference between the cost of the generic equivalent medication and the preferred brand name medication when the physician indicates that the generic equivalent and/or the preferred brand name may be dispensed but the employee and/or dependent prefers the non-preferred brand name medication. **Effective January 1, 2018**, the cost of prescription drugs will be a co-pay of \$17 for generic medications or the best daily price, whichever is less, a co-pay of \$21 plus 20% of the cost of preferred brand name medications, and a co-pay of \$23 plus 30% of the cost of non-preferred brand name medications. Mail-order prescriptions will be available in ninety (90) day increments. The co-pay for mail-order prescriptions will be two times the cost

of the co-pay for each category of medications as outlined above. Effective January 1, 2017, the maximum out-of-pocket expenditures, per calendar year, over and above the co-pays for prescription drugs per employee or dependent will be Two Thousand Dollars (\$2,000) with a maximum of Four Thousand Dollars (\$4,000) per family. Effective January 1, 2018, the maximum out-of-pocket expenditures, per calendar year, over and above the co-pays for prescription drugs per employee or dependent will be Two Thousand Two Hundred Fifty Dollars (\$2,250) with a maximum of Four Thousand Five Hundred Dollars (\$4,500) per family.

	Generic Co-Pay	Formulary Co-Pay	Non-Formulary Co-Pay
Effective January 1, 2017	\$17	\$23 + 20%	\$23 + 20%
Effective January 1, 2018	\$17	\$21 + 20%	\$23 + 30%
Effective January 1, 2019	\$17	\$21 + 20%	\$23 + 30%
Effective January 1, 2020	\$17	\$21 + 20%	\$23 + 30%
Effective January 1, 2021	\$17	\$21 + 20%	\$23 + 30%

**Section 13.15 High Deductible Health Plan.** The Employer may, in addition to current health plans, offer a High Deductible Health Plan.

**Section 13.16 Vision Care.** The employer shall make available a voluntary vision program, 100% funded by the employee, subject to minimum participation levels required by the carrier.

**Section 13.17 Employee Wellness Program.** The Employer may offer an Employee Wellness Program, in accordance with applicable laws and regulations. Employees who elect to participate in the Employee Wellness Program in 2018 and complete the three (3) requirements for participation in the Wellness Program will receive a yearly rebate totaling \$250 for single coverage and \$600 for family coverage, which will be broken down into equal reductions in the premium amount deducted from the employee's paycheck each pay period in 2018. Employees who elect to participate in the Employee Wellness Program in 2018, complete the three (3) requirements, and complete nine (9) additional wellness activities as designated by the Employer will receive an additional yearly rebate beginning on April 1, 2018, totaling \$100 if the Employee completes the requirements and \$250 if the Employee and covered spouse complete the requirements. The same incentives for participation in the Employee Wellness Program will be offered in 2019, 2020 and 2021.

The Employer shall hold quarterly meetings to update the union and employees on the County's insurance plans and Wellness Program. The Union President may designate up to three (3) bargaining unit members to attend the meetings. The meetings shall last no more than one (1) hour and the bargaining unit members shall be compensated at their regular hourly rate for time spent at the meetings.

## **ARTICLE XIV**

### **WORK ASSIGNMENTS**

**Section 14.1 Position Requirements.** The Employer(s) shall maintain general position classification specifications and make them available to the Union upon written request. All employees shall be provided with a copy of their job description upon request.



**Section 14.2 Assignment within Classification Specifications.** The Employer(s) retains the right to require or assign other duties which are reasonably within the scope of the general duties enumerated within an employee's position classification specifications.

**Section 14.3 Changes in Position Requirements.** When requirements for entry into a position classification are revised but the duties and responsibilities remain essentially unchanged, incumbents in these positions who qualified under the previous requirements and remain legally qualified for the position classification shall be considered qualified.

**Section 14.4 Temporary Assignment.** The Employer(s) may, within the provisions of this Article, temporarily assign an employee to perform all or a portion of the duties of another position classification. The Employer(s) will attempt to equitably distribute such assignments to employees who are qualified to perform the same.

If an employee is temporarily assigned to spend a majority of the work day performing duties associated with a position classification having a higher pay grade than his/her permanent position classification, the employee shall be paid a 5% premium of his/her regular pay commencing after forty (40) consecutive hours, or after eighty (80) total hours within the fiscal year. Provided, however, that if an employee requests the opportunity to work in a position classification having a higher pay grade, this section shall not apply.

**Section 14.5 Payment.** To be eligible for temporary assignment pay the employee must be directed to perform or be held accountable for the duties which distinguish the higher-rated position classification from the position classification the employee normally occupies.

If an employee receives the five (5) percent premium described in Section 14.4 for sixteen (16) or more consecutive work days, (unless such temporary assignment is the result of the employee who normally performs those duties being unable to perform those duties because of vacation or an approved leave under Article XXII) then a job audit shall be immediately commenced to determine whether the employee is performing duties or is being held accountable for work which is out of the employee's regular pay classification.

The parties shall be notified of the results of the job audit within forty-five (45) days after receipt by the Human Resources Department or Elected Officeholder. If the job audit substantiates that the employee has been regularly assigned to or held accountable for the duties of a different rated position classification, then the Department Head or Elected Officeholder, whichever is appropriate, shall either: 1) reclassify the employee to the classification grade commensurate with the work actually performed by the employee; or 2) change the employee's actual duties to correspond to his or her actual job classification and immediately discontinue the payment of the 5% temporary assignment premium.

**Section 14.6 Job Audit Requests.** If an employee believes that he or she has been assigned to or held accountable for work out of his or her regular job classification for an extended period of time, the employee may request a job audit. The employee shall make the request in writing, which requires their Department Head's signed acknowledgement of the request and forward the request to Human Resources Department Head. Such audit(s) shall be based on the duties of the employee actually performed or held accountable for during the period in question.

An employee shall complete the job audit questionnaire and return the questionnaire to the Human Resources Department within ten (10) days after he or she receives the questionnaire. If the employee fails to return a fully completed job audit questionnaire within this time limit, then the job audit shall be discontinued, and the employee shall be paid at his or her regular pay grade for their assigned position classification.

All job audits under this Agreement shall be conducted by the Winnebago County Human Resources Department Head, or their designee.

**Section 14.7 Audit Results.** (Departments under the Employment Jurisdiction of the County Board). The results of any audit shall be made known to the employee in writing no later than forty-five (45) days from the date the request was made. If the job audit substantiates that an employee has been regularly assigned to or held accountable for the duties of a different rated position classification, the Human Resources Director shall recommend to the County Board: 1) changing the rate of pay to that of the classification to which the employee was assigned or held accountable; or 2) changing the employee's actual duties to correspond to his/her existing job classification. Employees who are downward allocated shall not have their pay reduced. The rate of pay for the position will be adjusted only when a vacancy is created.

**Section 14.8 Audit Results.** (Elected Officeholders). The results of the audit shall be made known to the employee in writing within forty-five (45) days after the date the job audit was received by the Human Resources Department located in the County Administration building. If the audit substantiates that the employee has been regularly assigned to or held accountable for the duties of a different rated position classification, then the Elected Officeholder shall have the option of: 1) changing the rate of pay to that of the classification to which the employee was actually assigned or held accountable; or 2) changing the employee's actual duties to correspond to his/her existing job classification. Employees who are downward allocated shall not have their pay reduced. The rate of pay for the position will be adjusted only when a vacancy occurs.

**Section 14.9 Effective Date.** (Departments under the Employment Jurisdiction of the County Board). If the County Board accepts the recommendation of the Human Resources Director, the effective date of the decision shall begin from the date the Audit was requested.

**Section 14.10 Effective Date.** (Elected Officeholder) If the Elected Officeholder makes a change in Section 14.6, it shall be effective from the date the audit was requested.

**Section 14.11 Disputes.** (Departments under the Employment Jurisdiction of the County Board). A grievance filed under this Article shall be initiated at Arbitration.

**Section 14.12 Disputes.** (Elected Officeholder). A grievance under this Article shall be initiated with the Elected Officeholder.

## **ARTICLE XV**

### **EMPLOYEE DEVELOPMENT AND TRAINING**

**Section 15.1 Policy.** The Employer(s) and the Union recognize the need for the training and development of employees in order that services can efficiently and effectively be provided and employees can be afforded the opportunity to develop their skills and potential. In

recognition of such principle, the Employer(s) shall endeavor to provide employees with reasonable orientation with respect to procedures, forms, methods, techniques, materials and equipment normally used in such employees' work assignments and periodic changes therein, including, where available and relevant to such work, procedure manuals. The Employer(s) hereby agree to study the principles of career ladders and promotions within each office or department and to receive employee input in such study and any possible implementation.

**Section 15.2 Courses of Instruction.** The Employer(s)' current policy with respect to the taking of paid time off for, and cost reimbursement of courses of instruction at colleges, business schools and adult education centers for non-probationary employees shall continue in effect. If an employee leaves employment with the County within two (2) years of reimbursement, the employee will in turn reimburse the County in an amount equal to the reimbursement.

**Section 15.3 Opportunities for the Disabled.** Wherever possible, the Employer(s) will allow disabled employees to use alternative techniques, aids and appliances, in order that such employees may fully use their skills as necessary for their duties.

**Section 15.4 Sheriff's Department Training.** The Employer(s) and the Union recognize the need for continuous training of employees. Any time spent by an employee in training shall be compensated in accordance with Section 12.3. Employees shall be compensated for a minimum of four (4) hours or actual time spent in training, whichever is greater.

The Employer(s) shall not adjust an employee's regular shift schedule in order to avoid overtime consequences as a result of an employee's attendance at a training session of three (3) consecutive days or less in duration. For training sessions in excess of three (3) consecutive days, the Employer(s) reserve the right to adjust shift schedules to avoid overtime consequences, subject to the requirements of Section 12.8, provided, however, that any such training session conducted by the Employer shall be limited to one (1) week per year in order for the Employer to have the right to adjust work schedules to avoid the payment of overtime.

## **ARTICLE XVI** **EVALUATIONS**

**Section 16.1 Informal Conferences.** The Union and the Employer(s) agree that periodic informal evaluation conferences between the employee and his/her supervisor to discuss work performance, job satisfaction, work-related problems and the work environment may be helpful. If work performance problems are identified, the supervisor shall, whenever possible, offer constructive suggestions and attempt to resolve the problem.

**Section 16.2 Written Evaluations.** The Employer(s) shall prepare written evaluations on all employees who are serving any probationary period. In addition, the Employer(s) may prepare periodic evaluations on continuing employees.

Written evaluations shall be prepared by the employee's supervisor who is outside of the bargaining unit and who either has first hand knowledge of the employee's work or has discussed and received recommendations from someone who does. The evaluations shall be limited to the employee's performance of the duties assigned and factors related thereto. The

evaluations shall be discussed with the employee and the employee shall be given a copy immediately after completion and shall sign the evaluation as acknowledging that he/she has read it. Such signature shall not constitute agreement with the evaluation.

## **ARTICLE XVII** **RECORDS AND FORMS**

**Section 17.1     Attendance Records.** The Employer(s) shall maintain accurate, daily attendance records. Employees whose work locations do not have a time clock shall keep daily time records on forms provided by the Employer(s). Employees shall be provided with a copy of the completed time record, if requested. An employee shall have the right to review his/her time and pay records on file with the Employer(s) twice each calendar year and at the time of the employee's termination of employment upon written request.

**Section 17.2     Inspection of Records.** All records of the Employer(s) defined by law as public records shall be available for inspection by the Union upon written request directed to the Department Head of Human Resources.

**Section 17.3     Complete Forms.** An employee required to sign any form prepared pursuant to this Agreement shall be given a copy of it. No employee shall be required to sign any form that is not properly completed.

**Section 17.4     Information Provided to the Union.** No later than two (2) weeks after the final payroll for each month, the Employer(s) shall send to the Union written information concerning new hire names and addresses, social security numbers, department code, hire date, lay-offs, recalls, terminations, and any current employee address changes. This list will be sent to AFSCME, 212 South First Street, Rockford, Illinois, 61104.

**Section 17.5     Notification of Leave Balances.** The Employer(s) agrees to maintain current information pertaining to all balances (sick, vacation, and compensatory time). Upon reasonable request the employee shall be given an accurate statement of holiday and compensatory time. Accrued sick and vacation balances will be posted on the employee's regular pay stub.

## **ARTICLE XVIII** **PERSONNEL FILES**

**Section 18.1     Official Files.** Only one (1) official personnel file will be maintained by the Employer(s) for each employee, and it will be maintained in the Human Resources Department.

An employee's supervisor may maintain an additional file pertaining to an employee which shall contain only job related information. Such files shall be confidential.

**Section 18.2     Non-Job Related Information.** Information not related to the employee's employment with the Employer(s), shall not be placed in an employee's official personnel file, nor be placed in a supervisor's file so maintained for the employee.

**Section 18.3 Addresses and Telephone Numbers of Employees.** An employee shall provide the Employer(s) with his/her current telephone number and residential address. The Employer(s) shall not release an employee's telephone number and/or address without the employee's written permission, except as noted in Section 17.4.

**Section 18.4 Employee Notification.** A copy of any material related to employee performance will be given to the employee within five (5) business days upon written request (The employee shall initial and date such so acknowledging receipt).

**Section 18.5 Employee Review.**

- A. Employees shall have the right, upon written request, to review the contents of their personnel and/or supervisor's file twice each calendar year and upon termination of employment. Such review shall be within three (3) days of the receipt of the written request. Such review may be made during working hours with no loss of pay for time spent. Employees may designate in writing a representative of the Union to inspect the employee's files.
- B. Employees may request inspection of their personnel files at other reasonable times upon written request. Such review shall occur on the employee's own time. Such review shall be within three (3) days of the receipt of the written request.
- C. Copies of documents may be made at the cost as outlined under the Freedom of Information Act. Employees may neither copy nor inspect those materials identified as exceptions under the Illinois Access to Personnel Records Act, 820 ILCS 40/10 or other applicable law.

**ARTICLE XIX  
SENIORITY**

**Section 19.1 Definition.** Unless otherwise defined herein, seniority shall, for the purpose of this Agreement, be defined as an employee's continuous service with the Employer(s). Each part-time employee will be considered to have earned six (6) months for each twelve (12) months of continuous service.

**Section 19.2 Termination of Employment.** Seniority may be terminated for any of the following reasons:

- A. resignation or retirement;
- B. discharge for cause;
- C. absence from work for three (3) consecutive workdays or three (3) non-consecutive work days in a twelve (12) month rolling calendar period, without notification to the department head or supervisor;
- D. failure to return to work immediately upon the end of a leave of absence or vacation;

- E. absence from work because of layoff or any other reason, other than an approved leave of absence for disability, for a period of time in excess of eighteen (18) months;
- F. failure to notify the Employer(s) within one (1) week of the employee's intent to work upon recall from layoff, provided that a notice to report for work is sent by registered or certified mail or by telegram to the employee's last known address.

**Section 19.3** **Commencement of Seniority.** Seniority shall commence upon an employee's successful completion of the probationary period set forth in Section 1.1A. and be retroactive to the employee's most recent date of hire. There shall be no seniority among probationary employees.

**Section 19.4** **Seniority Roster.** Within sixty (60) days after the ratification of this Agreement by the parties; and annually thereafter, the Employer(s) shall provide to the Union a seniority roster of their employees, noting the employee's date of hire, current position by job title and/or classification and dates entering such classifications. Unless an employee (or the Union) provides documentation to the contrary within thirty (30) days of receipt of such roster by the Union, the same shall stand approved.

## **ARTICLE XX**

### **PROMOTIONS AND VACANCIES**

**Section 20.1** **Permanent Vacancy.** For the purposes of this Article, a permanent vacancy is created when the Employer(s) determine to increase the work force and to fill a new position(s), or when any of the following personnel transactions take place in the bargaining unit and the Employer(s) determine to replace the previous incumbent: terminations, promotions, demotions, or transfers. Provided, however, that new position classifications which do not replace existing position classifications are not subject to this Section until the new position classification has been added to the bargaining unit pursuant to the rules and regulations of the Illinois Labor Relations Board. To be eligible to post to an opening described in Section 20.1, an employee must have completed at least ninety (90) days of service in his or her current position. The Employer may take into consideration an employee's past performance, including, but not limited to, past evaluations and disciplines when filling the position. Upon being assigned to a new position pursuant to this Section, an employee shall not be eligible to post to another opening for a period of six (6) months from the date the employee started the new position.

#### **Section 20.2**

**Posting.** When a job vacancy develops, the job will be posted in all County work locations and on the County website for a period of no less than six (6) business days. The posting(s) shall contain the following information: job classification, shift and days off, work location, and rate of pay. The desirable requirements of the position shall also be included on the posting. The job requirements listed on the posting for a vacancy may not be altered once the posting for the vacancy has been made unless a state or federal law requiring additional qualifications becomes effective during the pendency of the posting. Nothing in this paragraph

shall be construed as a guarantee that the County Elected Office Holders will hire any person responding to such posting notice.

### **Section 20.3**

- A. **Application.** (Departments under the Employment Jurisdiction of the County Board, County Sheriff, County Auditor, County Clerk County Coroner). The Employer(s) agree with the policy of promotion from within. Any bargaining unit employee may apply for any posted vacancy. Unless Section 21.2 Recall herein is utilized, the Employer(s) shall fill a vacancy based upon seniority if all applicants for the position have relatively equal qualifications, skills, and abilities to perform the work in question. Vacancies shall be filled in the following order:
1. Departmental
  2. Transfer
  3. New Hire
- B. **Application.** (County Treasurer, County Recorder). The County Treasurer and County Recorder, generally agree with the policy of promotion from within. Any bargaining unit employee may apply for any posted vacancy. Unless Section 21.2 Recall herein is utilized, the County Treasurer and County Recorder shall fill a vacancy based upon seniority if all applicants for the position have relatively equal qualifications, skills, and abilities to perform the work in question. Vacancies shall be filled as appropriate from within the department, by transfer, or by new hires.

**Section 20.4 Seniority.** In order to accommodate a qualified employee with a disability as defined by the Americans with Disabilities Act, the Employer(s) shall meet with the Union and attempt to resolve the matter in a timely manner. However, if the Union and the Employer(s) are unable to mutually agree on a resolution to this situation, the Employer(s) may fill a vacancy if filling a vacancy is the only way that the Employer(s) can reasonably accommodate a qualified employee with a disability.

**Section 20.5 Temporary Assignments.** All time spent in temporary assignments (Section 14.4) shall be considered when determining an employee's qualifications for promotion.

**Section 20.6 Reassignment.** If the Employer(s) reassigns an employee into a position within the bargaining unit which that employee held during the eighteen (18) month period preceding the date of the reassignment, then the employee may not be required to undergo retesting for said position, providing that the skills and/or qualifications required for that position have not substantially changed since the date the employee last held the position.

### **Section 20.7**

- A. **Shift Assignments:** Employees in Departments that require continuous coverage may request a transfer to a different shift when a vacancy occurs on that shift. The Employer(s) will review each such request in accordance with the operational needs of the Department. When two or more employees have requested transfer to fill the same vacancy, if each has been determined by the Employer(s) to be eligible for transfer, the most senior employee will be selected to

fill the vacancy. For purposes of this Section, newly created positions shall be considered vacancies. The decision of the Employer(s) shall be final.

- B. **Shift Assignments-Corrections.** The Employer(s) shall publish a schedule for the Corrections Division on a yearly basis on or before October 1 of each year. Such schedule shall set forth the shifts, days worked and days off for the upcoming year. Shift assignments shall be made in the following manner:

1. **Other Assignments.** The employer will assign employees to administrative and inmate work crew assignments.
  - A minimum of four (4) court officer work assignments and other Court Officer work assignments will be chosen by seniority. Employees shall express their interest in these assignments in writing.
  - Administrative and inmate work crew assignments will be available to be bid on by the employees with interest in these assignments. Court, administrative and inmate work crew assignments will be filled based on seniority, experience, skills and abilities. Employees shall express their interest in the administrative and inmate work crew assignments in writing.

The Employer shall post these assignments no later than the first week of September and shall continue such posting for fifteen (15) calendar days, at which time employees shall submit a request for such assignments in writing. Employee(s) chosen to fill the assignment(s) shall be exempt from the bidding process set forth in subparagraph 2 below. Should a vacancy or additional positions be needed once the selection process has been finalized, the employer shall post the available slot(s) for a period of ten (10) calendar days. Assignment(s) will be chosen in the same manner as set forth in this paragraph.

2. **General Assignments.** Each year, all of the time slots for each shift (days or nights) in the Corrections Division, will be available to be bid upon by bargaining unit employees who have completed probation. In each subsequent year of this Agreement, the list of time slots per shift shall be posted on October 17 and continue such posting for fifteen (15) calendar days, at which time the employees shall bid on the posted slots in writing. Employees will be afforded the opportunity to sign up for the open time slots in order of seniority. The employee's assigned positions as outlined in subparagraph 1 above shall be exempt from this bidding process.

Assignments to the time slots will be based upon seniority for the time slot for which he or she bid. Assignments will become effective on or before the first day of the payroll period commencing after January 1 of each successive year.

Where it is necessary to involuntarily change the shift assignment or hours of work on an employee in order to fill a vacancy resulting from a promotion, retirement, extended absence due to injury or illness,



irresolvable personal conflict among employees, and/or termination; the employee with the least seniority shall be the one whose shift assignment will be changed. The Employer will first seek volunteers.

The Employer reserves the right to assign post duties to personnel on shifts in accordance to operational needs.

In the event that at the end of the selection and bidding processes set forth in this Subsection 1 and 2 above, a sufficient number of employees have not indicated an interest in the position of court officer, the employer(s) has the right to assign employees to that position, first utilizing probationary employees, then post-probationary employees based upon reverse seniority.

3. **New Shift/Assignment Schedules.** The Employer may develop new shifts or other assignments based on operational needs providing that the bidding or posting process is applied to the filling of that new shift or assignment. In this case, the bidding process may be done outside of the October 1 through October 31 time frame, but shall be open for bid for a period of thirty (30) days. In the event that a sufficient number of employees do not bid on these new shifts or the Employer(s) determine that the employee(s) who do bid are not suitable for the assignment, the Employer(s) reserve the right to reassign employees pursuant to the provisions of Section 12.8.
4. **Adjusting Schedules.** Subject to the Employer's approval, if an employee voluntarily requests a change of shift assignment for personal reasons, such as a family hardship, the employee shall be obligated to find a volunteer with whom to change. Absent a volunteer, no change will be made.

- C. **Shift Assignments Animals Services.** Animal Services shall publish a schedule on or before October 1 of each year. The schedule shall set forth the shifts, days worked and days off for the upcoming year; to include Animal Services Officer, Kennel Technician, Account Technician, and Administrative Clerk, by job title. All of the time slots for each shift (days or nights) will be available to be bid upon by bargaining employees who have completed probation. The time slots will be posted on or before October 1 and continue such posting for fifteen (15) calendar days, at which time the employees shall bid on the posted slots in writing. Employees will be afforded the opportunity to sign up for the open time slots in order of seniority by job title. Assignments to the time slots will be based on seniority by job title for the time slot for which he or she bid. Assignments will become effective on or before the first day of the payroll period commencing after January 1 of each successive year.

Where it is necessary to involuntarily change the shift assignment or hours of work of an employee in order to fill a vacancy resulting from a promotion, retirement, extended absence due to an injury or illness, irresolvable personal conflict among employees, and/or termination, the employee with the least seniority by job title shall be the one whose shift assignment will be changed. The Employer will first seek volunteers.

**New Shift/Assignment Schedules.** The Employer may develop new shifts or other assignments based on operational needs providing that the bidding or posting process is applied to the filling of that new shift assignment. In this case, the bidding process may be done outside of the October 1 through October 30 time frame, but shall be open for bid for a period of thirty (30) days. In the event that a sufficient number of employees do not bid on these new shifts or the Employer(s) determine that the employee(s) who do bid are not suitable for the assignment, the Employer(s) reserve the right to reassign employees pursuant to the provisions of Section 12.8.

**D. Shift Assignments 911 Center**

1. Shift Assignments shall be made through a process of selection bidding to begin and be completed on a single workday designated by management during the second full week of November in seniority order. Management shall also post an updated list displaying seniority at least one week prior to the designated day. Shift assignments will begin with the first day of the first full payroll period in January and shall end with the last day of the last payroll period that begins in the following December month. The period for vacation selection shall correspond with the shift assignment period.
2. Telecommunicators, who are unavailable on the designated selection day, may make their specific preference known in writing and must submit such preference to the 911 Center Supervisor no later than 5:00 p.m. on the day proceeding the designated selection day. There shall not be any other form or method of selection other than what is described in this article. Any telecommunicator failing to make a selection on this date shall be assigned by management discretion after the list has been exhausted.
3. Whenever there is an initial opening on any shift due to new positions, termination, resignation, or additional personnel passing probation, the shift opening shall be offered to existing personnel in order of seniority.
4. Senior Telecommunicators shall select shifts by order of seniority.
5. Adjusting schedules: Subject to Employer's approval, if any employee voluntarily requests a change of shift assignments for personal reasons, such as family hardship, the employee shall be obligated to find a volunteer with whom to change. Absent a volunteer, no changes will be made. In the event that an employee voluntarily changes shifts, the Employer cannot guarantee that previously approved time off will continue to be approved.

**ARTICLE XXI  
LAYOFFS AND RECALL**

**Section 21.1 General Procedures for Layoff.** The Employer(s) shall determine whether layoffs are necessary, which decision shall not be made in an arbitrary or capricious manner. Although not limited to the following, layoffs shall ordinarily be for lack of work, lack of funds or to improve productivity. If it is determined that layoffs are necessary, employees will be laid off in the following order:

- A. Short-term, seasonal, temporary, and probationary employees in an affected job classification in an order determined by the Employer(s);
- B. Part-time and full-time employees by appropriate organizational unit and position classification within each department. When two or more employees have relatively equal experience, skill, ability and qualifications, the employee(s) with the least seniority will be laid off first.

**Section 21.2    Recall.** Employees who are laid off shall be placed on a departmental recall list for a period of eighteen (18) months, provided that they notify the Employer(s) in writing within five (5) business days of their layoff of their desire to be considered for recall. Employees on the departmental recall list have the obligation to keep the Employer(s) advised in writing of their current address.

If there is a vacancy which the Employer(s) decides to fill, employees who are on the recall list shall be recalled in the inverse order of their layoffs provided they are qualified to perform the work in the job classification to which they are recalled.

If an employee is recalled to a position in the same job classification and refuses it, such refusal shall terminate all further recall rights. If an employee has exercised his/her right to layoff in accordance with Article XII, Section 12.2, his/her recall rights shall not be terminated for refusal to accept a position with fewer hours than he/she previously worked. If an employee is recalled to a position in a lower rated job classification, the employee shall have the right to return to the job classification held prior to being laid off in the event it subsequently becomes available. If an employee is recalled to a lower-rated job classification, the employee shall have the right to refuse the recall. The Employer(s) shall not hire new employees in bargaining unit positions as long as there are still employees on the recall list who are qualified to perform the specific work involved in the affected job classification and who are willing to be recalled to said Classification.

This Section shall apply to all bargaining unit employees who are in layoff status at the time of execution of this Agreement. Recall eligibility shall be calculated from the first day the employee was laid off.

**Section 21.3    Notice.** The Employer(s) agrees to provide to the Union and affected employees as much advance notice to layoff as possible. Except in cases of emergency, such notice shall be at least fifteen (15) days and shall include numbers, position classification(s), and department(s) involved.

#### **Section 21.4**

- A. **Bumping.** (Departments under the Employment Jurisdiction of the County Board). An employee subject to layoff may bump an employee with the least seniority in an equal rated or lower rated position classification provided: Part-time employees at River Bluff Nursing Home and Animal Services may only exercise bumping rights with respect to other part-time employees at their respective work locations.

1. The bumping employee has previously performed satisfactorily in the classification within five (5) years immediately preceding his/her scheduled layoff;
  2. The bumping employee files a written notice of his/her intent to bump within three (3) business days of being given a layoff notice.
- B. **Bumping.** (County Recorder, County Treasurer, County Clerk, County Auditor, County Coroner, and County Sheriff). An employee in an Elected Office Holder's Office who is subject to layoff may bump another less senior employee in that particular Elected Office Holder's Office in an equal rated or lower rated position classification; provided, that the bumping employee has previously performed satisfactorily in that classification in that Elected Office Holder's Office.

**Section 21.5 Application of Seniority.** In the application of seniority in layoffs and recall, departmental seniority shall be the determining factor when, among employees involved, the qualifications, skill and ability to perform the work in question are relatively equal. When applying the principles of qualifications, skills and ability the Employer(s) decision shall be made in good faith and its actions shall not be arbitrary or capricious.

**Section 21.6 Effects of Layoff.** During the term of this Agreement, if the Employer(s) exercise their discretion to lay off an employee, then the employee shall be afforded an opportunity to maintain the health and dental insurance under COBRA, provided by the Employer(s) at the time of the layoff by paying, in advance, the full applicable monthly premium, plus 2% administration fee, for his or her individual and dependent (if applicable), in accordance with COBRA coverage. If an employee opts to maintain his or her health and dental insurance coverage under this Section, then such employee shall be permitted to continue the insurance coverage for a period of up to eighteen (18) months from the date of layoff. Employee rights and benefits under this Section are subject to the terms and conditions of the applicable insurance policy or plan.

If an employee is recalled and has continued the coverage, the employee's active employee insurance is effective on their first day back to work. If an employee is recalled and did not continue coverage, they must wait ninety (90) days or until the next open enrollment period, whichever is sooner, or at the time they have a qualifying event with proper notice.

**Section 21.7 Contracting Out.** As provided in Section 2.1 "Rights Residing In Management," the Employer(s) shall reserve the right to contract out any work it deems necessary. Except where an emergency situation exists, the Employer(s) agree to notify the Union forty-five (45) days before the Employer(s) make a decision to contract out work, where such contracting out would result in a layoff of existing bargaining unit employees, as a direct result of such contracting out. If the Union requests, in writing within ten (10) days of notification, the Employer(s) will meet and confer on the matter. Such discussions may include, among other things, the relative economic costs and the effects of such action upon bargaining unit employees who may be laid off as a result of such contracting out, provided, however, that the Employer(s)' decision following such discussion shall be final and will not be made a subject of a grievance.

## ARTICLE XXII LEAVES

**Section 22.1 Sick Pay.** Sick pay is reserved for absence due to incapacitating illness or injury. Sick pay may also be used for scheduled medical and dental appointments for the employees; however they must attempt to schedule their appointments so as not to unduly disrupt the Employer's operations. The County shall, except as provided below, allow sick leave to employees only when they are sick or disabled. However, employees may utilize sick leave up to an amount that would be accrued during six (6) months at the employee's then current rate of entitlement during any calendar year in the event of an illness, injury or medical appointment of the employee's child (to include foster child), stepchild, spouse (as defined under Illinois law), domestic partner, sibling, parents, mother-in-law, father-in-law, grandchild, grandparent, stepparent or birth of the employee's child.

Employees in the Highway Department shall report illness to their supervisor not later than one (1) hour prior to the employee's scheduled starting time on the day they are ill. Employees in continuous coverage departments shall report illness to their supervisor not later than 1.5 hours prior to the employee's scheduled starting time on the day they are ill. Employees in all other departments shall notify their supervisor of illness within at least fifteen (15) minutes of their scheduled starting time on the day they are ill. If an employee fails to give timely notice of illness under this Section, then the employee shall not be eligible to receive sick pay for the absence, unless otherwise agreed upon in a particular instance by the Employer(s). Provided, however, that an employee shall be allowed two (2) instances of untimely notification per calendar year without loss of sick pay for those instances. All employees shall call their supervisor and report on their condition every working day they are absent, unless, in a particular instance, a supervisor excuses an employee from this requirement. The Employer(s) may request, prior to granting sick pay for an absence, evidence which may be in the form of written medical certification for the absence if reasonable grounds exist to suspect abuse or if the absence has exceeded three (3) consecutive work days. Abuse of sick time is the utilization of sick pay for reasons other than those stated above.

Employees shall accrue sick pay at the rate specified in the chart below for each completed month of service, up to the maximum number of hours specified below. Employees of the Sheriff's Department will earn sick hours on the first day of each month. Applicable part-time employees at Animal Services shall accrue sick pay prorated based upon the number of hours they are regularly scheduled to work. Part-time employees at River Bluff Nursing Home, who worked at least 975 hours during the previous twelve (12) month period as of their anniversary date, shall earn sick leave hours in accordance with the following schedule, prorated in proportion to full-time hours, not to exceed 50% of the full-time schedule.

### SICK SCHEDULE

Sick Hours Earned per month based on <u>7.5 hrs/37.5 wkly</u> 7.5 hours (Max. 1658)	Sick Hours Earned per month based on <u>8/10 hrs/40.0 wkly</u> 8.0 hours (Max. 1768)	Sick Hours Earned per month based on per 8.4 hrs/42.0 wkly <u>12.0 hrs/84.0 Bi-wkly</u> 8.4 hours (Max. 1857)
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The rate of pay shall be at the employee's regular straight time hourly rate of pay in effect for the employee's regular job at the time the incident requiring sick pay is taken. The employee shall be allowed to carry over from year to year of continuous service any unused sick pay allowed in this Article.

Sick pay accumulation may be converted to pension service credits in accordance with Illinois Municipal Retirement Fund regulations. Sick pay accumulation shall not be converted into any other form of compensation. Accrued unused sick pay will be forfeited at time of termination or retirement except as provided herein.

## **Section 22.2**

### **A. Sick Leave Bank.**

#### **1. Definitions.**

- (a) **Sick Leave Bank:** A depository into which participating employees may donate accrued sick leave time for allocation to other participating employees.
- (b) **Participating Employee:** An employee who has been employed by the Employer(s) for a period of one (1) year or more who voluntarily enrolls in the sick leave bank by depositing at least one (1) full day of accrued sick leave in the bank.
- (c) **Catastrophic Illness Or Injury:** A disabling physical or mental illness, injury, impairment or condition that requires in-patient care in a hospital, nursing home or hospice; or outpatient care requiring continuing treatment by a health care provider.

#### **2. Procedure.**

- (a) Participation in the sick leave bank shall, at all times, be voluntary on the part of any employee.
- (b) A participating employee may deposit into the sick leave bank as much accrued sick leave as desired provided that the participating employee shall retain at least ten (10) sick days.
- (c) Any sick leave in the sick leave bank may be used only for the participating employee's own catastrophic illness or injury.
- (d) A participating employee shall not use sick leave accumulated in the sick leave bank until all of his or her accrued vacation time, sick leave and compensatory time have been used.
- (e) Injuries and illnesses that are compensable under the Worker's Compensation Act or Worker's Occupational Diseases Act shall not be eligible for sick leave bank use.

- (f) An employee who cancels his or her participation in the sick leave bank shall not be eligible to withdraw the sick time he or she has contributed to the pool.
- (g) Any abuse of the use of the sick leave bank may result in disciplinary action, including discharge.
- (h) Upon termination, retirement or death, neither a participating employee nor his or her estate shall be entitled to payment for unused sick leave acquired from the sick leave bank.
  - Withdrawal from the sick leave bank shall be made in writing, to the participating employee's Department Head on a form provided by the Employer(s).
  - The Department Head shall approve or deny the withdrawal request after consulting with the Auditor.
  - No request for withdrawal from the sick leave bank shall be unreasonably denied.
  - A participating employee may withdraw up to twenty-five (25) days from the bank per calendar year.
  - Participating employees who enroll in the sick leave bank must wait thirty (30) calendar days before withdrawing from the bank.
  - In the event that a participating employee resigns from employment with the Employer(s) within forty-five (45) days of his/her enrollment in the sick leave bank, the accrued sick leave deposited by the employee shall be deleted from the balance in the sick leave bank.

B. **Implementation.**

1. Sick leave bank shall be maintained by the Finance Department.

**Section 22.3    Medical Leave.** Employees who have exhausted their accumulated sick pay days and are unable to report to work because of a start or continuance of illness, injury or disability, may receive a medical leave without pay. The Employer(s) will not arbitrarily deny such leave request. To qualify for such leave, the employee must report the need for such leave as soon as it becomes known, and thereafter furnish to the department head or designee a physician's written statement of the nature of the medical condition and the estimated length of time that the employee will be unavailable for work, together with a written application for such leave. Such leaves will ordinarily be granted for three (3) month periods and may be renewed upon the written request of the employee for additional periods of up to three (3) months each, at the Employer(s) discretion; however, such requests shall not be arbitrarily denied.

Before returning from a medical leave of absence, or at thirty (30) day intervals during such leave, the employee may be required, at the Employer(s) discretion and expense, to have a

physical examination by a doctor designated by the Employer(s) to determine the employee's capacity to perform assigned work or to verify the need to continue such leave. Medical certification shall be provided at the employee's expense at thirty (30) day intervals if the Employer(s) has substantial reason for requesting such. Employee(s) shall notify their supervisor of their availability to return to work at least five (5) working days prior to the expiration of the leave as granted or extended.

## **Section 22.4**

### **A. Family and Medical Leave Act (FMLA).**

#### **1. General Provisions**

- (a) All employees with twelve (12) months of service and who worked 1250 hours in the previous twelve (12) months are eligible to take statutory FMLA Leave.
- (b) An eligible employee will be entitled to a total of twelve (12) work weeks, or up to twenty-six (26) weeks under the Injured Service Member Act of 2007, of unpaid leave during a twelve (12) month period (defined as a rolling twelve (12) month period measured backward from the date leave is taken and continuous with each additional leave day taken) for one or more of the following:
  - The birth of a child of the employee and to bond with the newborn child within one year of birth.
  - The placement of a child with the employee for adoption or foster care and to bond with the newly placed child within one year of placement.
  - To care for a spouse, child or parent of the employee when a serious health condition arises.
  - A serious health condition that makes the employee unable to perform the essential functions of his/her position.
  - To care for an injured or ill service member who is the employee's spouse, child, parent or next of kin who is injured or recovering from an injury suffered while on active military duty and who is unable to perform the duties of the service member's office, grade, rank, or rating. Next of kin is defined as closest blood relative. An employee is also eligible for this type of leave when the family service member is receiving medical treatment, recuperation or therapy, even if the service member is on a temporary disability list.
  - A qualifying exigency arising out of the fact that an employee's spouse, child or parent is a covered military member who is on active duty or called to active duty status.



- (c) In cases of the birth of a child of the employee or placement of a child with the employee for adoption or foster care or serious health condition of an employee's spouse, child or parent, the employee shall be required to use any accrued vacation during leave granted, providing this does not interfere with eligibility for IMRF disability benefits. An employee's leave may be broken into time segments of less than twelve (12) weeks and/or may be taken as a reduced work schedule upon agreement of the Department Head.
- (d) In cases of serious health conditions of the employee, the employee shall be required to use any accrued vacation or sick leave during leave granted, providing this does not interfere with eligibility for IMRF disability benefits. An employee's leave may be broken into time segments of less than twelve (12) weeks and/or may be taken as a reduced work schedule upon agreement of the Department Head.
- (e) For purposes of this Section, the following definitions shall apply:
  - (1) "Spouse" means a husband or wife as defined or recognized under Illinois law for purposes of marriage;
  - (2) "Child" means a biological, adopted, foster child, stepchild, legal ward, or a child for whom the employee stands in loco parentis (i.e., in place of a parent), who is under 18 or over 18 and incapable of self-care because of a medical or physical disability;
  - (3) "Parent" means a biological, adoptive, step or foster parent or an individual who stood in loco parentis to an employee when the employee was a child. The term does not include parents-in-law;
  - (4) "Serious Health Condition" means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility, or continuing treatment by a health care provider (i.e., a doctor of medicine or osteopathy who is licensed to practice medicine or surgery by the state in which he or she practices).

## 2. Procedure.

- (a) An employee shall submit a written Request Of FMLA Leave at least thirty (30) days in advance, where practical, stating both the purpose and the beginning and ending of the leave.
- (b) Requests for FMLA Leave must be submitted to the employee's Department Head and the Human Resources Director.

- (c) In cases of serious illness, the County shall require the leave be certified by a health care provider. The certification (provided by the Human Resources Department) shall include the following:
- The date on which the serious health condition began.
  - The probable duration of the condition.
  - Appropriate medical facts regarding the condition.
  - A statement that the employee is needed to care for the child, spouse or parent or that the employee is unable to perform the functions of the position.
  - In the case of intermittent leave for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment.
- (d) If a reduced work schedule or intermittent leave is approved, the employee may be temporarily transferred to an available alternate position for which the employee is qualified. All salary and benefits status will remain the same.
- (e) The employee will be responsible for the health insurance premiums that are currently deducted from his/her payroll. If the employee's contribution is more than thirty (30) days late, the Employer(s) may terminate the employee's insurance coverage. Any changes made (to either the benefits or premium) for employees will be passed to the employee on leave. A payment schedule will be explained and set up at the commencement of the leave. The County will continue to contribute its portion of the applicable premium.
- (f) If an employee fails to return from leave for reasons other than the continuation, recurrence or onset of a serious health condition or other circumstances beyond the control of the employee, the County may recover the premium that was paid for maintaining group health plan coverage.
- (g) If a husband and wife are both employed by the County, they shall be limited to twelve (12) work weeks combined during the twelve (12) month period if the leave is taken for birth or adoption.
- (h) Further details will be provided upon request for FMLA Leave.
- (i) An employee's rights after returning from leave under the provisions of this Section shall be governed by the provisions of Section 22.12 entitled "Employee Rights After Leave" of this Agreement.

**Section 22.5 Worker's Compensation.** In the event that an employee is disabled in a service-connected injury or illness, the employee shall be eligible for sick leave pay for only those days in which the employee is ineligible for compensation under the State of Illinois

Worker's Compensation Insurance laws. The Employer(s) will make every attempt to issue Worker's Compensation checks within a reasonable time period after it has been determined that the employee is eligible for such benefit.

**Section 22.6 Bereavement Leave.** When a death occurs in an employee's immediate family (defined as spouse, child, sibling, parent, step-parent, mother or father-in-law, brother or sister-in-law, grandparent or grandchild) such employee, upon request, will be excused with pay for up to three (3) consecutive scheduled work days for the purpose of attending the funeral or other related matters. In the event of death of a relative other than the employee's immediate family as defined above, an employee may utilize accrued leave, or in the absence of any other accrued leave, an employee may utilize two (2) days leave without pay, unless such absence would unduly interfere with the operating needs of the Employer(s).

If the Employer(s) has reason to suspect abuse, the Employer(s) may require satisfactory evidence of the need for such absence.

**Section 22.7 Discretionary Leaves.** The Employer(s) may in the exercise of discretion, grant a leave of absence without pay to any bargaining unit employee. The Employer(s) shall set the terms and conditions of the leave.

**Section 22.8 Court Leave.** Employees who are required to serve on a jury shall be compensated at their regular rate of pay for each hour spent on jury duty up to the maximum number of hours the employees otherwise have been regularly scheduled to work. In order to receive compensation for jury leave, an employee must sign the jury duty check over to the Employer(s).

If the employee is required to attend Court for other than jury service, and not in the employee's official capacity performing work duties, then such absence from duty will be charged against any accrued leave, except accrued sick leave, provided the employee has accumulated such leave or, if he/she has not, it will be charged to leave of absence without pay. Provided, however, that if an employee is required to attend court as a witness in a criminal case, the employee shall be compensated at his/her regular rate of pay for each hour spent in court up to the maximum number of hours the employee otherwise would have been scheduled to work. Employees will be excused from work to attend court only if required by a subpoena to attend as a plaintiff, defendant or witness at a hearing not part of the Employer's business. Employees required to attend court on employer business outside of the employees' normal work hours shall be paid a minimum of two (2) hours or actual time worked, whichever is greater. Off-duty lunch periods shall not be compensated.

**Section 22.9 Military Reserve Training and Emergency Call Up.** Any full time employee, who is a member of a reserve unit of the United States or State of Illinois, shall be allowed leave with pay as required under applicable federal and state law. Extensions without pay shall be granted for such time as may be necessary for the employee to fulfill the military obligation. Such leaves shall entail no loss of seniority or other accrued benefits. Employees returning to work following these military obligations will be returned in compliance with USERRA guidelines.

**Section 22.10 Educational Leave.**

- A. A leave of absence for a period not to exceed one (1) year may be granted an employee in order that the employee may attend a recognized college, university,

trade or technical school, high or primary school, provided that the course of instruction is related to the employee's employment opportunities with the County and is of potential benefit to his/her County service. Before receiving the leave, the employee shall submit to the Employer satisfactory evidence that the college, university or other school has accepted him/her as a student and, on the expiration of each semester or other school term, shall submit proof of attendance during such term. Such leaves may be extended upon the employee submitting evidence to the Employer(s) of the successful completion of the course(s) of study for which the original leave was granted, for additional periods not to exceed one (1) year. Such leaves shall not be arbitrarily denied.

- B. If, because of changes in certification, accreditation or licensure, employees are required by the Employer to take courses on a part-time basis during an employee's regular working hours in order to retain their present position classification such employees shall be granted reasonable time for such without loss of pay. Those employees required to take courses on a full-time basis will be granted a leave of absence without pay.

**Section 22.11 Time Off For Union Activities.** Local union representatives or designates may utilize any accumulated time (e.g. holiday, vacation) for Union business. If he/she has no accumulated time available, he/she may be allowed time off without pay for legitimate Union business if such time off does not substantially interfere with the operating needs of the Employer(s). In the event that such time off is denied, the Employer(s) will provide the Union with the specific reason(s) for such denial.

Local union representatives elected to the position of Executive Board shall be released from duty with pay for the purposes of attending the monthly Executive Board meetings and/or membership meetings, however those representatives shall return to their scheduled shift upon completion of said meeting but no later than 8:30 p.m.

Bargaining unit employees elected to positions of responsibility within the Union shall be released from duty with pay for a maximum of nine (9) work days total per year for purposes of attending annual conventions and training. The Union shall determine how to divide the nine (9) work days among the eligible bargaining unit employees.

**Section 22.12 Employee Rights After Leave.** When an employee returns from any leave of absence permitted by this Agreement of six (6) months or less, the employee shall be returned to his/her same position in which the employee was incumbent prior to the commencement of such leave. When an employee returns from any leave (permitted by this Agreement) in excess of six (6) months, he/she shall be returned to the same position or a position in a comparable classification as he/she was incumbent prior to the commencement of such leave, if available. If the position or a comparable position is not available, the employee shall be subject only to the terms of Article XXI, Section 21.2, Recall of this Agreement. An employee who has been off of work in excess of twelve (12) months for any reason (other than an employee who is a worker's compensation claimant receiving TTD payments) may be terminated.

**Section 22.13 Accrual During Disability Leaves.** Notwithstanding any other provision in this Agreement, no paid leave (sick leave, vacation, holidays, etc.) will be accrued or earned while an employee is on any IMRF or unpaid disability leave.

**Section 22.14 Personal Leave Days.** Each full-time employee shall be entitled to one personal leave day after six (6) months of employment. Employees shall accrue this personal day as of January 1<sup>st</sup> of each year. Part-time employees at Animal Services shall receive one personal leave day after six months of employment on a prorated basis. This personal leave day cannot be carried over from year to year.

Each employee may earn a maximum of an additional two (2) personal leave days based on accrued sick days. One personal day may be earned for each twelve (12) sick days accrued as of the employee's anniversary date up to a maximum of two days for twenty-four (24) sick days accrued. For Sheriff's Department employees the additional personal days will be earned for sick days accrued as of the first day of the month in which the employee's anniversary date falls. These personal days may not be carried from year to year, unless the employee has requested the opportunity to use the leave day on a particular date, and that request had been denied. In no case will an employee be entitled to "cash out" the personal leave day or in any way convert the day to money for the employee.

An employee will be compensated for personal leave days the same number of hours that the employee would have been compensated had the employee worked his or her normally scheduled hours.

Except in the case of an emergency or prior approval from the immediate supervisor, employees shall give at least three (3) days' advance notice before utilizing personal leave days.

Personal time may be used in four (4) hour increments.

**Section 22.15 Notification of Absence.** An employee shall provide advance notice of any absence from work by telephoning his/her supervisor (for employees at Animal Services either at work or at home) within the time limits set forth below. For the Highway Department and Animal Services, not later than one (1) hour prior to employee's scheduled starting time on the day of the absence. In all departments requiring continuous coverage, not later than 1.5 hours prior to the employee's scheduled starting time on the day of the absence. In all other departments, not later than within at least fifteen (15) minutes of the employee's scheduled starting time on the day of the absence. The supervisor shall not unreasonably deny the employee to be absent, with or without pay. Absence of an employee for three (3) consecutive work days or three (3) non-consecutive work days in a twelve (12) month rolling calendar period without notification to their Supervisor or Department Head, shall be construed as a voluntary termination or cause for discharge, at the Employer's option. Failure to come to work or call in within one (1) hour of start time or as reporting requirements listed above, except for extraordinary personal emergencies, shall constitute a no-call, no-show. The Employer shall provide an employee who receives a no-call, no-show with written notification within twenty-one (21) calendar days of receipt of the no-call, no-show.

If an employee is unreasonably denied and a grievance is resolved, the Employer(s) will credit the employee with all hours worked and the employee will be given the number of hours he/she requested off, with pay.

**ARTICLE XXIII**  
**HEALTH AND SAFETY**

**Section 23.1 Health and Safety.** Employer(s) agrees to provide employees with a reasonably safe working environment. The Employer(s) agrees to enforce and continue implementation of applicable laws governing health and safety in the work place.

Where a clear and present danger exists, the Union may initiate a grievance at the final step of the grievance procedure preceding arbitration.

**Section 23.2 Damage to Personal Property.** Upon proper documentation submitted to an employee's supervisor, an employee, who, through no fault of is/her own, suffers the damage or destruction of any personal property in the line of duty, shall be reimbursed for the cost of such damage or destruction. The Employer(s) will also endeavor to provide reasonably secure locations for placing wearing apparel while working.

**Section 23.3 Communicable Diseases.** If, as a result of work related responsibilities, an employee is exposed to communicable disease(s) that pose(s) a serious and/or long- term health hazard, the Employer(s) shall, upon request, offer tests for such at no cost to the employee. Either employee(s) and/or Employer(s) shall notify the other of exposure or existence of such disease upon learning of such.

**Section 23.4 Protective Clothing and Equipment.** Protective clothing and equipment, as required by the Employer(s), shall be provided and cleaned by the Employer(s).

**Section 23.5 Clothing Maintenance Allowance.** All employees in the following position classifications employed as of October 1 of each year of this Agreement shall receive a cash disbursement in the following amount which shall be used by the employee for the purpose of maintaining his or her work clothing during the period October 1 through September 30 of each fiscal year.

Position Classification	Allowance Amount
Jail Correctional Officers, Deputy Coroners, Deputy Coroner Investigator, Evidence Officer and Animal Services Officer, Telecommunicator	\$700
Kennel Tech, Security Monitor	\$450
Animal Service office staff	\$200
Part-time Animal Service Officers, Part-time Kennel Technicians	\$300

Any employee covered by this Section, hired after October 1 but before September 30 shall be reimbursed for the cost of maintaining his or her work clothing on a prorated basis, based upon the maximum allowable. Any employee covered by this Section who receives a cash disbursement as of October 1 who then voluntarily or involuntarily leaves his or her employment

prior to October 1 of the following year shall reimburse the Employer on a prorated basis, based upon the maximum allowable.

The Employer(s) reserve the right to inspect the work clothing of the employees covered by this Section at any time to require any such employee to verify through receipts or other means that their clothing maintenance allowance has been utilized solely for the purpose of maintaining their work clothing.

Employees that are not on the work schedule the first work day of the fiscal year and are subsequently not on the work schedule for the remainder of the first month of the fiscal year will then be subject to a proration of their clothing allowance determined by their return date.

Example 1 if an employee returns October 15, he/she will receive the full clothing allowance

Example 2 if an employee returns December 15, he/she will receive 10/12 of their clothing allowance

**Section 23.6 Uniform Allowance for River Bluff Employees.** Effective October 1, 2015 each full time employee of River Bluff Nursing Home required to wear a uniform employed as of October 1 of each new fiscal year shall receive a cash disbursement in the amount of Three Hundred Twenty-Five Dollars (\$325) which shall be used by the employee for the purpose of maintaining his or her work clothing during the period October 1 through September 30 of that fiscal year. Part-time employees of River Bluff Nursing Home required by Employer to wear uniforms as of October 1 who worked at least 975 hours the previous contract year shall, as of October 1, receive a cash disbursement in the amount of One Hundred Seventy-Five Dollars (\$175) to be used for the purposes set forth above.

Employees that are not on the work schedule the first work day of the fiscal year and are subsequently not on the work schedule for the remainder of the first month of the fiscal year will then be subject to a proration of their clothing allowance determined by their return date.

Example 1 if an employee returns October 15, he/she will receive the full clothing allowance

Example 2 if an employee returns December 15, he/she will receive 10/12 of their clothing allowance

**Section 23.7 Medical Treatment/Therapy.** Any employee who is undergoing treatment or therapy recommended by a licensed medical provider for a work related injury or illness shall be compensated at his/her regular straight time hourly rate of pay if such treatment or therapy is conducted during the employee's normal working hours. Provided, however, that the employee shall make every effort to schedule such treatment or therapy sessions at such time as would not interfere with his/her work schedule whenever practical.

**Section 23.8 Reporting Work Related Injuries, Illnesses and Accidents** All work related accidents resulting in an injury must be reported to a supervisor as soon as possible but in any event no later than three (3) calendar days after the occurrence or within three (3) calendar days after diagnosis. All work related accidents that result in property damage must be reported to a supervisor immediately.

**ARTICLE XXIV**  
**MISCELLANEOUS PROVISIONS**

**Section 24.1    Bulletin Boards.** The Employer(s) agree(s) to provide the space on existing bulletin boards currently being utilized by the Union to post information pursuant to this Section, or equivalent wall space, at all County work locations where Local 473 AFSCME members are assigned. At work locations that do not have existing bulletin boards or equivalent wall space for this purpose, space not to exceed 2' x 3' will be provided.

Such bulletins may provide information on the Union meetings, elections and results, educational and social activities and other work-related Union matters. The space shall be for the sole and exclusive use of the Union and shall be the only locations within the Employer(s)' facilities where the above mentioned bulletins may be posted. The items posted shall not be political, partisan, insulting or defamatory in nature, and shall be identified as to source and date of posting.

The Union will remove dated material, and the Union agrees to limit the posting of Union notices to its designated bulletin boards. All costs incident to preparing and posting of Union material will be borne by the Union and the Union will be responsible for maintaining its bulletin boards in an orderly and neat fashion.

**Section 24.2    Parking Allowance.** The Employer(s) shall provide at no cost to the employee one (1) parking space.

**Section 24.3    Travel.** Employees will not be required to furnish their own vehicles for job functions.

**Section 24.4    Union Access.**

A.    **Dispute Resolution**

One non-employee representative shall have reasonable access to the premises of the Employer(s) in order to help resolve a serious dispute or problem arising under this Agreement. In order to receive access, a representative must provide notice to the appropriate department head or elected official and make arrangements to not disrupt the work of employees on duty. Upon mutual arrangement with the Employer(s) in an emergency situation, Union staff representatives or local union representatives may call a meeting during work hours to present, resolve or clarify a problem.

B.    **Union Meetings on County Premises.**

The Employer(s) agrees to allow the Union to use a County conference and meeting room(s) for Union meetings upon prior request by the designated Union representative, unless to do so would interfere with the operating needs of the Employer(s), or cause additional cost or inconvenience to the Employer(s). The Union shall hold the Employer(s) harmless for any damage caused by such use.

**Section 24.5    Printing of the Agreement.** The Employer(s) shall have the responsibility of having sufficient numbers of this contract printed in order that each bargaining



unit employee be provided with a copy of such. The cost of such printing shall be borne equally by the Employer(s) and the Union.

**Section 24.6 Smoking Areas.** All employees shall confine their smoking during working hours to the area(s) in accordance with the Smoke Free Illinois Act, 095-0017, requiring smokers to be fifteen feet (15) from entrances, exits, windows that open, and ventilation intakes.

**Section 24.7 Inclement Weather.**

A. **Highway Department Employees.** This Section shall only be applicable to employees working for the Highway Department. In the event the Employer determines inclement weather prevents outside work on a given work day, then affected employees will be assigned inside work, if the Employer determines that this work is needed. If inside work is not made available, then an affected employee may at his or her option, utilize accrued vacation or accrued compensatory time to avoid a loss of pay. The Employer may, at its option, permit an employee to work additional hours on a Saturday.

B. **Non-Highway Department Employees.**

1. In the event inclement weather prevents an employee from reporting to work, he/she shall notify his/her immediate supervisor or other appropriate management official. The employee may have the option of taking a vacation day, accrued holiday time, compensatory time, or a day without pay.
2. If the Employer determines that certain services must be provided regardless of weather conditions, the Employer may make arrangements to provide transportation, to and from the work place, to certain employees otherwise unable to report to work.
3. The County Administrator or his designee will decide if and when any work facility or building is closed. If the County Administrator or his/her designee closes any other work facility or other building covered by this Agreement, all Employees who did not report to work, due to their department being closed, will be paid straight time for their regularly scheduled hours.
4. If an employee succeeds in reporting to his/her workplace, and the Employer subsequently decides to close the building where that employee works, the employee shall be paid for his/her remaining hours of scheduled work for that day.

**Section 24.8 Drug Testing.**

A. DEFINITIONS.

1. Alcohol Test – A Breath Alcohol Test (BAT) administered by the designated testing facility.

2. Drug Test – A urine test performed by an approved testing facility – Winnebago County uses the standard 5-panel NIDA test which tests for the most common illegal substances, such as marijuana, cocaine, opiates, etc. However, if the requirements of the involved employee's position mandates that a different type of test be utilized (e.g. testing required by the Dept. of Transportation), the test required by law will be used. In the event the employee cannot provide a urine sample, the clinic or hospital will be directed to utilize a blood draw.
3. Employee – any person on the Winnebago County payroll system.
4. Fitness for Duty Medical Exam – A medical exam conducted by a physician chosen by Winnebago County to determine if an employee is able to complete their job functions.
5. Property Damage – If an employee's action results in damage to County, public or private property, other than standard "wear", regardless of the extent and dollar value of the involved damage.
6. Probable Cause – A supervisor/manager has a concern based on an employee's appearance and/or actions. Some examples of probable cause include, but are not limited to: if an employee is slurring their words, walking in an unsteady manner, acting in an unusual manner, if the employee smells of alcohol or of other substances that are prohibited by this policy, if the employee's eyes are glassy, a material change in the employee's conduct and/or performance or if the employee appears to be unresponsive. If a supervisor/manager has probable cause they will contact the Human Resources Director or his or her designee to confirm the concerns.
7. Testing Facility – Winnebago County uses the Winnebago County Wellness Center, during its business hours, and/or immediate care clinics and/or hospitals to conduct the necessary tests – each facility independently contracts their outside testing laboratory and Winnebago County has neither influence nor control over those facilities. The facilities are certified and are directed to use a laboratory that meets the Department of Health and Human Services Standards.
8. Work Related Injury – Any injury to the employee requiring medical treatment above and beyond first aid.
9. Abuse of prescription drugs, over-the-counter drugs or other mind-altering substances – Includes, but is not limited to, an employee's use of a prescription drug written for another person; abuse of a prescription drug provided to the employee (i.e. use of a prescription in a manner other than prescribed); use of over-the-counter medications or other substances that may have mind-altering affects and/or that may otherwise negatively impact the employee's ability to safely and effectively perform the requirements of the position.

10. Random testing – Is testing required on a random, unscheduled basis as required by applicable law (e.g. Dept. of Transportation requirements). The Employer shall be prohibited from conducting random testing on bargaining unit employees outside the scope of that which is required by the Department of Transportation, as set forth in Appendix IV of the Agreement.

B. TYPES OF TESTING REQUIRED.

Employees may be required to undergo drug and/or alcohol testing as a condition of continued employment with the County of Winnebago. The types of testing that may be required include the following:

- Pre-employment testing (required after a conditional offer of employment has been extended); or
- Probable cause testing (as defined above);
- Testing as part of a fitness for duty medical exam (as defined above);
- Testing following an incident involving property damage while operating or using County-owned equipment or a work related injury (as defined above); and/or
- Random testing (to the extent required by applicable law or regulations, (APPENDIX IV)).

- C. DISCIPLINARY CONSEQUENCES. An employee who tests positive for alcohol, drugs, over-the-counter drugs or other mind-altering substances as a result of a test shall be subject to discipline, up to and including termination. Provided, however, that in the County's discretion, an employee may be allowed the option of treatment through the Employee Assistance Program (EAP) and discipline. The option of treatment and discipline is available to each employee only once during their period of employment with Winnebago County. If the employee selects the option that includes treatment and discipline, the terms and conditions of the treatment and discipline shall be decided by Management based on, among other factors, the employee's longevity with the County, their job responsibilities/duties, the office/department they work in, the employee's record of conduct and performance on the job, and extenuating circumstances that led up to the situation. Each case will be reviewed and determined individually by the Human Resources Department, in conjunction with the Department Head.

D. PROCEDURE.

1. Once the need for a drug and/or alcohol test is established, the Winnebago County Human Resources Director or his/her designee will complete the authorization form.
2. The authorization form will be presented to the employee by their supervisor/manager or the Winnebago County Human Resources Director or his/her designee.

3. The employee will be placed on a paid administrative leave until the testing process has been completed.
4. The employee shall be entitled to have a union representative present at all times, including accompanying the employee to the testing facility, so long as the request for union representation does not hinder the testing process.
5. Employees must successfully pass the drug and/or alcohol test. A passing drug test means a negative result is provided by the testing facility. A passing alcohol test means a BAT of 0.02.
  - a. If a drug test is returned with a positive result, the testing facility will complete the medical review process (MRO); the testing facility contacts the employee and determines if there is a legitimate medical reason for the positive test result. The testing facility **will not** provide positive drug results to Winnebago County until the MRO process has been completed. This process can take up to five (5) days.
  - b. If a drug test is returned and noted as “diluted” or “non-negative”, the employee will be notified by the Human Resources representative and they will have one hour to return to the facility for a second test. If the second test is also noted as “diluted” or “non-negative”, the test will be considered as a failing test.
6. The Human Resources Department will receive the final alcohol and/or drug test results. If the employee failed to pass either test, the Human Resources Director or his/her designee will notify the involved Department Head as soon as possible. Either the Department Head or the Human Resources Director will contact the employee within two (2) business days of receiving the results and schedule a meeting to notify the employee of the results. Present at the meeting will be the employee’s Manager, Department Head and the Human Resources Director or his/her designee. The employee shall have the right to have a union representative present at the meeting.
7. Where probable cause (as defined above) exists, employees will be required to submit to a “fitness for duty exam.” Winnebago County will pay for an exam by a physician to determine if the employee is capable of performing their job duties. Employees found to be unable to perform their job duties will be considered “unavailable for work” and appropriate action will be taken, which may include discipline, up to and including termination.
8. Employees who want to seek assistance with a drug and/or alcohol problem must do so prior to being tested under this policy. Employees requesting assistance must speak to either the supervisor/manager, a human resources representative, or a trusted member of management and actively seek help prior to an incident which would give rise to probable cause for testing under this policy. The employer shall continue to offer a confidential employee

assistance program (EAP) and benefits through the group health plan for this reason.

9. An employee who fails to cooperate in the testing process, interferes with the process, tampers with or adulterates a specimen, or in any other manner is determined by the County to be interfering with or delaying the testing process shall be considered to have had a “positive” test result for purposes of this policy and shall be subject to discipline under this policy as is otherwise applicable to a “positive” test result.

#### E. OBLIGATIONS.

1. Employees may not report to work under the influence of illegal drugs and/or alcohol nor may they have such substances in their possession while on County property or while operating County-owned equipment.
2. Employees may not report to work under the influence of prescription or over-the-counter drugs and/or other mind-altering substances that may impair their judgment and/or ability to complete their job functions.
3. Employees may not knowingly attempt to alter drug or alcohol test results. This includes drinking large quantities of fluids, taking herbal or other “home” remedies, substituting another person’s urine, sending another person to take the drug/alcohol test.
4. Employees must successfully pass the drug and/or alcohol test in order to be allowed to return to work.
5. Bargaining unit employees shall have the right to have a union representative present for any meeting, and/or drug/alcohol test, as long as the attempt to arrange for a union representative does not hinder the process.
6. The requirements of this policy apply to an employee when he or she is using County-owned vehicles and/or equipment, whether the employee is on or off duty.

Notwithstanding the above, for all employees required to have a commercial driver’s license (CDL), drug testing shall be in accordance with the policy attached to this Agreement as Appendix IV and incorporated herein by reference.

#### **Section 24.9 Employee Assistance Program.**

- A. That the Employer(s) may implement an Employee Assistance Plan (EAP) applicable to the bargaining unit employees at any time, now or in the future.
- B. That the cost of an EAP implemented by the Employer(s) shall be borne exclusively by the Employer(s).

- C. Following the date the Employer(s) first implement an EAP, pursuant to this Section, the Employer(s) shall retain the right to change the EAP provider, or otherwise change the provisions of the EAP, so long as the basic level of benefits available to the Employee under the EAP remain substantially the same.
- D. That notwithstanding any provision of this Agreement the Employer(s) retain the unqualified right to terminate and discontinue an EAP with thirty (30) days advance written notice to the Union President.
- E. That an Employee's participation in an EAP shall not be construed as a limitation on the Employers' right to discipline the Employee in accordance with the terms of the collective bargaining agreement between the Employer(s) and the Union.

**Section 24.10 Commercial Driver's License.**

- A. If the Employer(s) requires an existing bargaining unit employee to obtain a commercial driver's license from the State of Illinois as a term or condition of continued employment, then such employee shall be covered by this Section. No other bargaining unit employee shall be covered by this Section.
- B. Any employee covered by this Section who wishes to take commercial driver's license review courses at Rock Valley College prior to taking the commercial driver's license exam, may seek reimbursement for the tuition and fees pursuant to Section 15.2 of the Collective Bargaining Agreement between the parties. The review session must be attended outside of the regular working hours and an employee's attendance at these sessions shall not be considered time worked. No employee shall be eligible to obtain reimbursement for the retaking of any CDL review course.
- C. Any employee that must obtain a commercial driver's license pursuant to this Section shall be responsible for scheduling the written and driving test (if applicable) at least two (2) weeks prior to the expiration of his/her current driver's license. The testing shall be scheduled outside of the employee's regular work hours unless otherwise agreed to by the Employer(s). If the test is taken outside of an employee's regular work hours, it shall not be considered time worked. If requested by an employee, the Employer(s) shall provide the equipment for the driving portion of the test if such test is taken at a time specified by the Employer(s).

The Employer(s) shall reimburse the employee the initial difference between the cost of a commercial driver's license and that of a regular driver's license; the employee will be responsible for the cost of any testing retakes and any renewal of the commercial driver's license.

- D. If an employee is unable to obtain his/her commercial driver's license before his/her non-commercial driver's license expires, he/she will have fifteen (15) calendar days to obtain a commercial driver's license. Notwithstanding any other provision of this Collective Bargaining Agreement, any employee who fails to obtain a commercial driver's license from the State of Illinois within fifteen (15) calendar days after the employee's non-commercial driver's license expires shall be

subject to immediate layoff. Provided, however, that such employee will not be laid off if all of the following conditions are met:

1. A posted vacancy then exists in a bargaining unit position in an equal or lower rated job classification which the Employer(s) has decided to fill;
2. That the vacancy is in a position under the jurisdiction of the County and the same particular Elected Officeholder which then employs the employee; or, if the employee is then employed in a department under the sole jurisdiction of the County Board, the vacancy must be in another bargaining unit position under the sole jurisdiction of the County Board;
3. The employee applies for such vacancy prior to being laid off; and
4. The Employer(s) determines that the employee possesses the current skill, ability and qualifications to perform the work in the vacant position without further training.

In the event the foregoing conditions are satisfied, the employee shall be placed into the vacant position in lieu of layoff, and the employee's rate of pay shall be the minimum rate established for said position under this Agreement. In the event the foregoing conditions are not satisfied, the employee shall be immediately laid off, but shall be subject to recall in the department from which he/she was laid off only, in accordance with the remaining provisions of Section 21.2 (Recall) of the Collective Bargaining agreement, provided the Employer(s) determines such employee is qualified for the position.

**Section 24.11 Collective Bargaining Agreement To Be Provided To New Employee.** Upon successful completion of the appropriate probationary period as provided for in Section 1.1 (A), each employee shall be provided with a copy of the Collective Bargaining Agreement by the Employer(s).

**Section 24.12 Rights of the County Board and Elected Officeholder in Settlement of Grievances and/or other Economic Issues Within an Elected Officeholder Office.** While the right of an Elected Officeholder to manage the internal operations of their respective office is acknowledged, absent the written consent of the County Administrator in a specific instance, it is expressly agreed that notwithstanding any provision of this Article or Agreement no Elected Officeholder shall have the right to take any action, including but not limited to a grievance settlement or implementation of any change in an employee's existing rate of pay, where such action would have the effect of obligating the County Board to appropriate additional funds during the current fiscal year or in any future fiscal year. Any action by an Elected Officeholder which does not comply with this Section shall not bind the County Board.

**Section 24.13 Union Orientation.** The Union may have a representative participate in orientation for a period not to exceed one-half hour. In the event the Human Resources Department conducts new employee orientation, the Union representative may participate for a period not to exceed one-half hour.

**ARTICLE XXV**  
**WAGES AND OTHER PAY PROVISIONS**

**Section 25.1**

**A. Wage Rates.**

1. Effective October 1, 2017, all wage rates shall be increased 2% across the board "A.T.B."
2. Effective October 1, 2018, all wage rates shall be increased 2% across the board "A.T.B."
3. Effective January 1, 2020, all wage rates shall be increased 2% across the board "A.T.B." except as stated below in this paragraph, employees making less than the Illinois minimum hourly wage as set forth in the Illinois Minimum Wage Law (hereinafter referred to as the "IMWL"), 820 ILCS 105/1 *et seq.*, as of January 1, 2020, and/or July 1, 2020, shall be given a regular hourly wage adjustment effective January 1, 2020, and/or July 1, 2020, as provided for in the IMWL or the wage rate increase under this collective bargaining agreement ("Agreement"), whichever is greater. Any employee whose regular hourly wage exceeds the minimum wage as set forth by the IMWL shall only be eligible for the regular hourly wage increase under the Agreement. In no case shall any employee in any in any calendar year receive a regular hourly wage increase under both the IMWL and under the Agreement.
4. Effective January 1, 2021, all wage rates shall be increased 2.75% across the board "A.T.B." except as stated below in this paragraph, employees making less than the Illinois minimum hourly wage as set forth in the IMWL as of January 1, 2021, shall be given a regular hourly wage adjustment effective January 1, 2021, as provided for in the IMWL or the wage rate increase under this Agreement, whichever is greater. Any employee whose regular hourly wage exceeds the minimum wage as set forth by the IMWL shall only be eligible for the regular hourly wage increase under the Agreement. In no case shall any employee in any calendar year receive a regular hourly wage increase under both the IMWL and under the Agreement.
5. Effective December 31, 2016, and each year thereafter, all employees having completed ten (10) or more years of continuous Correctional Officer service shall receive a one-time increase of \$1 to their regular base rate of pay, in addition to the regularly scheduled increase for that contract year.

**B. Joint Committee Study on Recruitment and Retention of County Employees.**

Employers and Union agree to meet within the first quarter of 2016 to establish a joint committee to study recruitment and retention of employees in all County departments.



**Section 25.2 Years of Service.** All employees who have completed three (3) or more years of service shall receive a one (1%) percent increase in their regular hourly rate of pay on their anniversary date. These increases shall be in addition to any general increase in regular hourly rates of pay agreed to by the Union and the Employer(s).

**Section 25.3 Promotions.** When an employee is promoted to a position in a higher position classification grade, he/she shall be paid the minimum hourly rate for the new grade; or receive an increase equal to the percentage difference between the minimum hourly rate of his/her current pay grade and the minimum hourly rate for the position classification to which the employee is promoted, whichever is greater.

**Section 25.4 Payment upon Termination.** An employee shall be paid for all unused non-sick days accumulated time on the books as of the date of his/her resignation or retirement.

**Section 25.5 Shift Differential.** All employees whose regular work day begins after 2:00 P.M., or who regularly work shifts which have a majority of its hours after 2:00 P.M., will receive additional compensation added to their regular hourly rate of pay in the form of a shift differential. Effective October 1, 2015, the shift differential for employees at River Bluff Nursing Home will be sixty cents (\$.60) cents per hour. The shift differential for all other employees will be forty (\$.40) cents per hour. The shift differential is limited to those employees who are regularly scheduled to work full shifts beginning after 2:00 P.M. or who are regularly scheduled to work shifts which have a majority of its hours after 2:00 P.M. Provided, however, an employee who volunteers or is directed to work a shift entitled to a shift differential after working his or her regularly scheduled shift will receive the appropriate shift differential as well.

All employees who are paid a shift differential pursuant to this Section shall continue to receive the differential for any paid time off.

**Section 25.6 Weekend Differential.** All employees in the following positions shall receive a fifty-five cent (\$.55) per hour weekend differential for each hour worked during the weekend as defined in this Section, commencing as of the date this Agreement becomes effective:

River Bluff Nursing Home – all positions  
Animal Services – all positions  
Building Maintenance – all positions  
Coroner's office – all positions

The weekend period shall be defined as that period from 6:30 a.m. Saturday to 6:30 a.m. Monday.

### **Section 25.7 Part-Time Certified Nursing Assistants at River Bluff Nursing Home**

#### **Weekend Only Definition**

1. Scheduled to work less than 600 hours per year.

2. Scheduled to work a maximum of three (3) weekend days per two week payroll cycle (not to exceed 23 hours).
3. Wages paid in accordance with the Collective Bargaining Agreement.
4. Weekend and Shift Differential are paid if applicable (no other benefits under the collective bargaining unit apply).
5. Not eligible for Volunteer List (unless making up missed weekend days, which would be made up on weekends) with the exception of changes in schedules for major holiday weeks.

### **Part-time Definition**

1. Scheduled to work less than 37.5 hours per week and overtime is paid after 37.5 hours worked per week.
2. Scheduled to work a minimum of two (2) week days and every other weekend – two (2) weekend days.
3. Wages paid will include shift differential if applicable and weekend differential.
4. If working more than 600 hours per year, participation in IMRF is required.
5. If working more than 975 hours per year, prorated benefits are accrued (No Group Health Insurance).
6. Eligible for Volunteer List, including changes in schedules for major holiday weeks.

### **Fulltime Definition**

1. Scheduled to work 37.5 hours per week, which includes every other weekend – two (2) weekend days.
2. Wages paid will include shift differential if applicable, weekend differential and overtime when applicable.
3. Eligible for full benefit package (Including Group Health Insurance).
4. Eligible for Volunteer List.

\*RBNH will no longer be Scheduling Double Shifts\*

\*All current weekend only and part-time staff would be given the opportunity to select which status they would like and the implementation of the selected status change would not occur until 60 days from the execution of this agreement, unless the employee agreed to implementation sooner.

### **Volunteer List**

1. Will be posted in the nursing office.
2. List will be posted for a four week calendar period and will be utilized to fill schedule vacancies (note: schedules are made 14 days in advance).
3. A lunch ticket will be provided to an individual each day that they volunteer.
4. Each shift that an individual volunteers their name will be put in for a monthly drawing and one winner will be pulled each month for a gift certificate from a vendor of the employer's choice.

5. If the Volunteer and Availability Lists are exhausted due to inability to contact individuals on the lists, agency staff will be utilized.

#### **Availability List**

1. Will be posted in the nursing office.
2. List will be posted by shift for the two (2) upcoming days and will be utilized to fill Call Off vacancies in the schedule.
3. If the Volunteer and Availability Lists are exhausted due to inability to contact individuals on the lists, agency staff will be utilized.

**Section 25.8 Demotions.** When an employee moves to a position classification that is lower in grade, he/she shall have his/her hourly rate of pay decreased by the percentage difference in grade based on that employee's current rate of pay. Any demotion that is the result of disciplinary action shall be for just cause and subject to the grievance procedure.

**Section 25.9 Reimbursement for Correctional Officer Training.** Any Correctional Officer who leaves the employment of the Employer(s) and becomes employed by another law enforcement agency or correctional institution, he or she will be required to reimburse the Employer(s) for the cost of the employee's participation at Correctional Officer Training School as required by law, at the following rates:

- A. Up to one (1) year from date of hire: Full Cost.
- B. After one (1) year through three (3) years from the date of hire: 50% of cost.

The amount to be reimbursed shall include the cost of tuition plus any room and board that is not included in the tuition. The employee's final paycheck will be retained until the reimbursement has been received by the Employer(s).

**Section 25.10 Mechanic Tool Allowance - Highway.** Effective October 1, 2011, employees who are employed in the classification of Mechanic shall receive an annual tool allowance of up to Five Hundred Dollars (\$500.00) per year. This allowance shall be paid on or about September 30 of each contract year in the form of reimbursement upon the employee's submission of original cash register receipt(s) for tools. Receipts submitted for reimbursement under this Section must be dated during the contract year in which the employee is seeking reimbursement.

#### **Section 25.11 Training Premium.**

- A. Correctional and Telecommunicator Training Officers. Correctional Training Officers (CTOs) and Telecommunicator Training Officers shall receive a temporary 5% increase to their regular hourly rate applicable during any time that they are assigned by the Employer to participate in the training of a Corrections Department or 911 employee as part of a structured training program.
- B. Animal Services Field Training Officers. Animal Services Field Training Officers shall receive a temporary \$1.00 per hour increase to their regular hourly rate applicable during any time that they are assigned by the Employer to participate in training a new officer, in meeting to discuss training programs, and in any other work associated with training new staff. If the Field Training Officer is training on

a shift where shift premium would be applicable, then the Field Training Officer shall also be entitled to the applicable shift premium for all hours worked training on that shift.

- C. River Bluff Nursing Home Certified Nursing Assistant/On Board Coaches. Certified Nursing Assistants (CNAs) at River Bluff Nursing Home who are designated On Board Coaches for training new CNAs shall receive a temporary \$1.00 per hour increase to their regular hourly rate applicable during any time that they are assigned by the Employer to participate in training a new CNA, in meeting to discuss training programs, and in other work associated with training new staff. If the CNA/On Board Coach is training on a shift where shift premium would be applicable, then the CNA/On Board Coach shall be paid the applicable shift premium for hours training on that shift.

**Section 25.12 Joint Classification Study.** The parties agree to an annual Joint Classification Study to commence within one hundred eighty (180) days after October 1, 2009 and each contract year thereafter. Each party shall choose four (4) jobs per applicable contract year to include in the Joint Classification Study. If the parties agree to upgrade certain job classifications, the Employer(s) shall recommend to the County Board a budget for the upgrade(s) to be made effective no later than April 1 of the next calendar year. If the parties cannot agree, the dispute may be submitted to Binding Arbitration pursuant to Article V, Section 5.4.

The Arbitrator must consider the Employer(s) inability to pay argument if so raised. The parties will form committees consisting of the Human Resources Department Head or his/her designee, the Department Head for the position being studied, a Union official selected by the President of AFSCME Local 473, and an employee in the classification to be studied.

The parties agree that for the term of the Collective Bargaining Agreement effective October 1, 2017, the Joint Classification Study will be limited to the following: Dishwasher, Cook, Tray Aide, Housekeeper, Clothing Aide, Seamstress and Unit Attendant at River Bluff Nursing Home and Kennel Technician at Animal Services. The Joint Classification Study for the eight (8) jobs is to be completed and implemented by the termination date of the Collective Bargaining Agreement effective October 1, 2017.

Effective upon ratification of a successor agreement, CNAs shall be moved from the E pay grade to a new pay grade E1, which shall carry a \$1.00 per hour increase, applied in addition to any other negotiated wage increases.

Effective upon ratification of a successor agreement, Rehab CNAs shall be moved from the F pay grade to a new pay grade F1, which shall carry a \$1.00 per hour increase, applied in addition to any other negotiated wage increases.

## **ARTICLE XXVI**

### **NO STRIKE OR LOCKOUT**

**Section 26.1 No Lockout.** No lockout of employees shall be instituted by the Employer(s) during the term of this Agreement.

**Section 26.2** **No Strike.** During the term of this Agreement, there shall be no strikes, concerted stoppages of work, concerted mass absenteeism, or any other slow downs. Any or all employees who violate any of the provisions of this Section may be discharged or otherwise disciplined. The failure to confer a penalty in any instance is not a wavier of such right in any other instance nor is it a precedent.

**Section 26.3** **Union Official Responsibility.** Each employee who holds the position of officer or steward or committee person of the local Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In the event of a violation of Section 26.2, the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

## **ARTICLE XXVII**

### **AUTHORITY OF THE CONTRACT**

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect. The parties shall thereafter attempt to renegotiate the invalidated provision(s) of the Agreement.

## **ARTICLE XXVIII**

### **TERMINATION**

Except as provided herein, this Agreement shall be effective as of the day it is fully executed by the Parties and shall remain in full force and effect until 11:59 P.M. on the 30th day of September, 2021. It shall be automatically renewed from year to year thereafter unless notice is given in writing no sooner than one hundred and twenty (120) nor less than ninety (90) days prior to the anniversary date of this Agreement that modifications are desired.

In the event that such notice is given, negotiations shall begin no later than ninety (90) days prior to the anniversary date. This Agreement shall remain in full force and effect during the period of negotiations.

## **ARTICLE XXIX**

### **ENTIRE AGREEMENT**

This Agreement constitutes the complete and entire agreement between the parties, and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices whether written or oral, unless expressly stated in this Agreement.

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. Therefore, the Employer(s) 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, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

## APPENDIX I

Central Services

Building Maintenance

Supervisor of Assessments

Regional Planning and Economic Development

River Bluff Nursing Home

Highway Department

Animal Services

County Clerk

County Recorder

County Coroner

County Auditor

County Sheriff

County Treasurer

## A P P E N D I X II

### Hours

<b>Facility Maintenance [North Campus &amp; Downtown Campus]</b>	6:00am	-	2:30pm
	7:00am	-	3:30pm
	8:00am	-	4:30pm
	12:00pm	-	8:30pm
	6:00am	-	4:30pm
	(M – Th	&/or	Tu – F)
	7:00am	-	5:30pm
	(M - Th	&/or	Tu – F)

<b>Recorder</b>	8:00am	-	5:00pm
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<b>County Clerk</b>	8:00am	-	5:00pm
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### **Regional Planning & Economic Development**

Inspectors 7:30am - 4:00pm

*The hours of the Inspectors in the Regional Planning and Economic Development Department may be adjusted by mutual agreement of the employees and the Building Official to the summer schedule of 6:00 a.m.-4:30 p.m. Monday through Thursday and/or Tuesday through Friday.*

Clerical	8:00am	-	5:00pm
Permit Specialist	8:00am	-	5:00pm
Planner	8:00am	-	5:00pm

<b>Supervisor of Assessments</b>	8:00am	-	5:00pm
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### **Highway**

Office	Monday – Friday	7:00am	-	3:30pm
		7:45am	-	4:15pm
Work Crew/Summer	Tuesday – Friday	8:30am	-	5:00pm
		6:00am	-	4:30pm
Work Crew/Winter	Monday - Friday	7:00am	-	3:30pm

*Beginning with the start of the last payroll period ending in April and ending with the start of the last payroll period ending in September. By mutual agreement between the County Engineer and the Union, summer hours may be initiated and/or extended by one payroll period.*



## **Coroner**

Office	8:00am	-	4:30pm
Deputy Coroner	6:00am	-	2:00pm
	7:00am	-	3:00pm
	9:00am	-	5:00pm
	3:00pm	-	11:00pm
	11:00pm	-	7:00am

## **Auditor**

8:00am	-	5:00pm
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## **Treasurer**

8:00am	-	5:00pm
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## **River Bluff Nursing Home**

All Business Office Staff	7:00am	-	3:30pm
	7:30am	-	4:00pm
	8:00am	-	4:30pm
	8:30am	-	5:00pm
	9:00am	-	5:30pm

Activity Aides	8:00am	-	4:00pm
	11:00am	-	7:00pm
	12:00pm	-	8:00pm

C.N.A.'s	6:00am	-	2:00pm
	7:00am	-	3:00pm
	2:00pm	-	10:00pm
	3:00pm	-	11:00pm
	10:00pm	-	6:00am
	11:00pm	-	7:00am

Unit Attendants	7:00am	-	3:00pm
	2:30pm	-	10:30pm
	10:30pm	-	6:30am

Clerical Specialists	8:00am	-	4:00pm
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All Dietary Staff	5:45am	-	1:45pm
	6:00am	-	2:00pm
	12:00pm	-	8:00pm

Social Service Assistants & Admissions Coordinator	8:00am	-	4:00pm
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Housekeepers	6:25am	-	2:25pm
	10:30pm	-	6:30am

Rehab C.N.A.'s	7:00am	-	3:00pm
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## Sheriff's Office

Security Monitor	7:30am	-	4:30pm
	8:00am	-	5:00pm
Records	8:00am	-	5:00pm
	11:00am	-	7:30pm
	3:30pm	-	12:00am
Administration Machesney Park	8:00am	-	4:30am
Telecommunicators	6:00am	-	6:00pm
	6:00pm	-	6:00 am
Correctional Officer	6:00am	-	6:00pm
	6:00pm	-	6:00am
Corrections: Administrative Officer & Court Guard	8:00am	-	5:00pm
Inmate Work Crew	7:00am	-	4:00pm
Corrections Canine Officer			
Monday	3:00pm	-	12:00am
Tuesday & Wednesday	8:00am	-	5:00pm
Thursday	3:00pm	-	12:00am
Friday	8:00am	-	5:00pm

## Animal Services

Office	Monday	8:30am	-	7:00pm
	Monday - Friday	8:30am	-	5:00pm
	Saturday	9:30am	-	4:00pm
Kennel	Sunday	6:00am	-	2:30pm
		8:00am	-	5:00pm
	Monday & Wednesday	6:30am	-	3:00pm
		6:30am	-	5:00pm
	Tuesday, Thursday & Friday	6:30am	-	7:00pm
		6:30am	-	3:00pm
		6:30am	-	5:00pm
		Saturday	6:00am	-
		6:00am	-	4:30pm
Officers	Sunday thru Saturday 20 min. paid meal period	7:00am	-	5:00pm
		12:00pm	-	10:00pm
		2:00pm	-	12:00pm
		9:30pm	-	7:30am

APPENDIX III

<u>GRADE</u>	<u>MINIMUM HOURLY RATE</u>			
	<u>10/1/17-9/30/18</u>	<u>10/1/18-12/31/19</u>	<u>1/1/20-12/31/20</u>	<u>1/1/21-12/31/21</u>
15	\$26.03	\$26.55	\$27.08	\$27.82
13	\$21.99	\$22.43	\$22.88	\$23.51
12	\$20.21	\$20.61	\$21.02	\$21.60
12C	See Appendix IIIC			
11	\$18.52	\$18.89	\$19.27	\$19.80
10	\$17.01	\$17.35	\$17.70	\$18.19
9	\$15.74	\$16.05	\$16.37	\$16.82
8	\$14.47	\$14.76	\$15.06	\$15.47
7	\$13.38	\$13.65	\$13.92	\$14.30
6	\$12.28	\$12.53	\$12.78	\$13.13
5	\$11.37	\$11.60	\$11.83	\$12.16
4	\$10.46	\$10.67	\$10.88	\$11.18
3	\$9.71	\$9.90	\$10.10	\$10.38
2	See Appendix IIIA			
1	See Appendix IIIA			

APPENDIX IIIA

**RIVER BLUFF NURSING HOME  
CLASSIFICATION SYSTEM**

<u>GRADE</u>		<u>WAGE</u>			
		<u>10/1/17 – 9/30/18</u>	<u>10/1/18 – 12/31/19</u>	<u>1/1/20 – 12/31/20</u>	<u>1/1/21 – 9/30/21</u>
<b>A</b>	Clothing Aide Dishwasher Housekeeper Seamstress Tray Aide Unit Attendant	\$9.96	\$10.16	\$10.36	\$10.64
<b>B</b>	Cook	\$10.12	\$10.32	\$10.53	\$10.82
<b>C</b>	Activity Aide	\$10.31	\$10.52	\$10.73	\$11.03
<b>D</b>		\$10.74	\$10.95	\$11.17	\$11.48
<b>E</b>	Administrative Clerk Social Services Assistant	\$11.62	\$11.85	\$12.09	\$12.42
<b>E1</b>	Certified Nursing Assistant (CNA)	\$12.64	\$12.89	\$13.15	\$13.51
<b>F</b>	Account Tech RB	\$12.52	\$12.77	\$13.03	\$13.39
<b>F1</b>	Rehab CNA	\$13.54	\$13.81	\$14.09	\$14.48
<b>G</b>		\$13.59	\$13.86	\$14.14	\$14.53
<b>H</b>		\$15.74	\$16.05	\$16.37	\$16.82

APPENDIX IIIC

**CORRECTIONAL OFFICERS  
MINIMUM HOURLY RATE**

<u>GRADE</u>	<u>WAGE</u>			
	<u>10/1/17 - 9/30/18</u>	<u>10/1/18 - 12/31/19</u>	<u>1/1/20 - 12/31/20</u>	<u>1/1/21 - 9/30/21</u>
12C	\$20.88	\$21.30	\$21.73	\$22.33

**APPENDIX IV**  
**DRUG AND ALCOHOL TESTING POLICY**  
**COMMERCIALLY LICENSED DRIVERS**

**PURPOSE**

This policy is established in accordance with the regulations implemented by the United States Department of Transportation (49 CFR Part 40) pertaining to the drug and alcohol testing of commercially licensed drivers. In order to help prevent accidents and injuries resulting from the misuse of alcohol and the use of controlled substances, the work place should be free from the risks posed by employees impaired by the abuse of alcohol and controlled substances. While it is recognized that abuse of alcohol and controlled substances is a treatable illness, employees found to be in violation of this policy may be subject to disciplinary action up to and including discharge.

This policy applies only to Commercial Driver's License (CDL) employees. A CDL driver means any employee who operates a commercial motor vehicle as defined in 49 CFR Part 40, and/or as it may be amended, and any employee required to maintain a CDL. This includes, but is not limited to: full time, regularly employed drivers, casual, intermittent or occasional drivers directly employed by the County of Winnebago who operate a commercial vehicle at the direction of or with the consent of the County of Winnebago.

Any questions regarding this policy or the United States Department of Transportation's regulations upon which they are based, should be directed to the Director of Human Resources.

**EFFECTIVE DATE**

This policy shall become effective on January 1, 1996. This policy shall remain in effect for as long as it is mandated by the Omnibus Transportation Employee Testing Act of 1991 and any regulations promulgated pursuant thereto.

**PROHIBITED CONDUCT**

The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance or alcohol is prohibited on all premises owned or operated by the County of Winnebago, in any motor vehicle owned or leased by the County of Winnebago, or other location at which the driver is to perform work. Nor will the County hire or retain any individual who uses or possesses any illegal drug, in any amount and regardless of frequency, or any individual who engages in prohibited alcohol-related conduct as defined in this policy.

- No driver shall report for work or drive while under the influence of any drug, controlled substance, or with an alcohol breath concentration of .02 or greater.
- The consumption of alcohol during work hours is prohibited. Any designated break period or meal period shall be considered working hours for purposes of this policy.

- A driver may use a substance administered by or under direction of a physician who had advised the driver that the substance will not affect the driver's ability to safely operate a motor vehicle. The employee shall provide written verification from his/her physician to his immediate supervisor.
- No driver may operate any motor vehicle whose motor senses, sight, hearing, balance, reaction, reflexes or judgment are or may be presumed affected or who has consumed any alcohol within four (4) hours of their scheduled work shift.
- Any driver who sells or otherwise dispenses illegal drugs or alcohol to others on County premises, or in or from a County owned or leased motor vehicle is subject to immediate discharge.

### **WHEN A TEST MAY BE COMPELLED**

CDL drivers may be subject to the following forms of testing:

- **Pre-employment.** Drug and alcohol tests shall be performed on all applicants offered employment. Such offer of employment shall be conditioned upon the result of a negative result for the presence of controlled substances and for a result of .02 or less with respect to alcohol.
- **Post-Accident.** Where the accident involved the loss of human life or the employee received a citation for a moving violation arising from the accident.
- **Random.** Annual testing of safety sensitive employees for alcohol and controlled substances shall be performed in accordance with United States Department of Transportation Regulations. The number of CDL drivers tested shall not exceed the percent required by the United States Department of Transportation. If the County of Winnebago is part of a larger consortium, the number of drivers tested shall not exceed the required percent for that consortium. Any employee who is notified of selection for random testing shall proceed to the testing site immediately; provided, however, that if the employee is performing a safety sensitive function at the time of notification, he/she shall cease performing that function and proceed to the testing site as soon as possible. If an employee selected for random testing is sick or on any benefit time, i.e. vacation, personal leave, holiday, compensatory time, the Employer shall instruct the company to select another employee to be tested.
- **Return to Duty.** Prior to returning to duty as a CDL driver performing safety sensitive functions after engaging in prohibited conduct concerning alcohol or controlled substances.

- **Reasonable Suspicion.** Except as otherwise provided in this Policy, CDL drivers shall not be subject to drug or alcohol testing unless there is a reasonable suspicion to suspect that an employee is under the influence of drugs or alcohol. When a supervisor has reasonable suspicion to suspect that an employee is under the influence, the supervisor shall have his/her suspicion confirmed by a designated management representative, as assigned by the Human Resources Department Head, who has received adequate training in determining whether reasonable suspicion exists to require testing.
- **Follow-up.** Before returning to duty, any employee who has been determined to have been engaged in prohibited conduct, the driver shall undergo a return to duty test with results indicating a verified negative result in the case of controlled substances or an alcohol concentration of less than 0.02 as the case may be. Subsequent follow up testing shall be in accordance with the minimum number of tests in accordance with DOT regulations.

## TESTING PROCEDURES

All testing procedures shall meet the standards established under the Department of Transportation regulations. A copy of the regulations shall be kept in the Human Resources Department. Any questions should be directed to the Human Resources Department Head.

### A. **Controlled Substance Testing:**

- The employee being required to submit to a drug test shall be allowed to give the sample in private, subject to the Department of Transportation regulations.
- Only certified laboratories that are agreed to by the parties and that meet Department of Health and Human Services standards shall be used to conduct the tests. The labs must use tamperproof containers, have a chain-of-custody procedure, maintain confidentiality, and preserve specimens for a minimum of one (1) year. The labs shall participate in a program of blind proficiency testing where they analyze unknown samples sent by an independent party. The initial test shall use an immunoassay test. Specimens that test negative shall be reported negative and no further testing shall be conducted. Specimens that test positive shall be tested for confirmation by chemical analysis of urine sample by gas chromatography/mass spectrometry (GC/MS). At the time a urine specimen is given, the employee shall be given a copy of the specimen collection procedures. The required procedure is as follows:



The urine specimen shall be taken promptly with as little delay as possible. Immediately after the specimen is drawn, the individual containers shall, in the presence of the employee, be labeled and then initialed by the employee. The employee has an obligation to identify each specimen and initial the same.

The specimens shall be placed in the transportation container after being drawn. The container shall be sealed in the employee's presence and the employee given an opportunity to initial or sign the container. The container shall be sent to the designated testing laboratory on that day or the soonest normal business day by courier or the fastest other method available.

A split sample shall be collected and the employee shall be offered the opportunity to have the split sample tested at a laboratory of his/her own choosing. An employee who successfully challenges a testing result shall be reimbursed for the costs associated with challenging the test.

B. **Alcohol Testing**

Tests must be conducted with evidential breath test (EBT) devices in accordance with Department of Transportation regulations. A Breath Alcohol Technician (BAT) who is not an employee of the County shall administer the test. If the initial result is under 0.02, no further testing or action shall be taken. If the result is 0.02 or higher, a confirmation test shall be conducted at least fifteen (15) minutes but not more than twenty (20) minutes after the screening test. Before the confirmation test, a test run shall be run (air blank) to make sure the EBT is working properly. Any test results of .02 or greater but less than .04 shall cause the driver to be immediately removed from driving or performing any other safety sensitive function for at least 24 hours. Failure of the driver to provide an adequate amount of breath will cause the driver to be immediately referred for a medical evaluation to develop pertinent information concerning the driver's inability to provide the adequate amount of breath is genuine or constitutes a refusal to test. Any test of .04 or greater shall be considered a positive result in accordance with Department of Transportation regulations.

C. **Refusal to Submit to Test**

Any refusal to submit to a controlled substance or alcohol test shall be considered a positive result in accordance with the Department of Transportation regulations.

## **DEFINITION OF A POSITIVE RESULT**

### **A. Controlled Substance**

The initial test is performed by an immunoassay test. The cutoff levels for screening tests shall be in accordance with Department of Transportation regulations relating to laboratory analysis, and as they may be amended.

Testing will be limited to the following:

Alcohol  
Marijuana  
Cocaine  
Opiates  
Phencyclidine (PCP)  
Amphetamines

The confirmation test is performed on all initial positive tests. The cutoff levels for confirmation tests shall be in accordance with Department of Transportation regulations and as they may be amended.

A violation shall be defined as any positive test result for controlled substances and/or alcohol.

A test will be deemed positive only if it meets the Department of Transportation requirements for a confirmation test (split sample) and only after a qualified Medical Review Officer (MRO) has met and discussed the results with the employee to determine if there is a legitimate medical explanation for the positive test result. If there is a legitimate explanation, the MRO shall report to the employer that the test is negative. A confirmation test will only be given when the initial test result is a positive result. The Employer may use the positive result as evidence of impairment. Such evidence shall not be deemed to be conclusive, nor shall it preclude the introduction of other evidence on the issue of impairment.

### **B. Alcohol**

A breath alcohol test of .04 or greater shall constitute a positive test.

## **TEST RESULTS**

The employer will provide the employee notice of a positive test result within (24) twenty-four business hours of notification of a positive test by the testing facility after the conclusion of the MRO process. However, in the case of a negative test, the report shall specify only that the test was negative for a particular substance.

- The test results from all drug and alcohol tests will become a part of the driver's qualification file which shall be in a secured location with controlled access and retained as specified in the Department of Transportation regulations.
- The results will not be released to any unauthorized party without consent. Upon termination, every driver shall execute a written consent to release information on his/her alcohol tests with a concentration of 0.04 or greater, positive controlled substance test results, and refusals to be tested for the two year period following termination. Such information will be released only to prospective employers upon request.
- A driver is entitled, upon request, to obtain copies of any records pertaining to the driver's use of drugs or alcohol, and test results. Access shall not be contingent upon payment for records other than those requested.

## **RETESTING**

If the test results are positive, the employee shall have the right to request the preserved samples be sent for testing to a laboratory chosen by the employee and the cost shall be borne by the employee requesting such testing. If the retest results are negative, the cost of such retest shall be paid by the Employer, and the employee's records cleared.

## **DISCIPLINE**

- Any violation of this policy shall subject the employee to appropriate disciplinary action.
- Every employee who has engaged in violations of this policy and who has not been terminated as a result, will be advised by the Employer of resources available to the employee in evaluating and resolving problems associated with the misuse of drugs or alcohol.
- Violations shall mean any time a driver engages in prohibited conduct under this policy, or who refuses to submit to testing.

## **TREATMENT**

- A. An Employee Assistance Program (EAP) is available to all County employees.
- B. An employee who tests positive under this policy must meet with the EAP counselor or other designated substance abuse professional (SAP) and/or seek further treatment for drug use or abuse.

- C. If the nature of the EAP or treatment program (e.g. outpatient treatment) allows the employee to continue to work during the treatment, the Employer shall maintain the individual's previous employment status. If an employee participates in an inpatient program which precludes continued employment, the employee shall be granted a leave to do so. At the end of the leave, the employee shall be returned to his former position with no loss of seniority and accumulated benefits. An employee may use accumulated sick leave or eligible disability benefits during the period of his treatment leave.
- D. The Employer shall take no adverse employment action against an employee who voluntarily seeks treatment for alcohol or controlled substance abuse. This applies only to those seeking assistance without the intervention of drug testing under this policy. The Employer shall make available through the Employee Assistance Program a means by which the employee may obtain referrals and treatment. All such requests shall be confidential. When undergoing treatment, an employee shall be allowed to: 1) use accumulated sick leave; and/or 2) paid leave; and/or 3) be placed on unpaid leave.

**SCHEDULE A**  
**GRADE ASSIGNMENT BY CLASS TITLE**

Grade	Job Title
15	Electronics Technician
14	
13	Electrician HVAC Mechanic Investigator/Deputy Coroner Plumber
12	Inspector/Building & Zoning Inspector/Electrical Inspector/Plumbing and HVAC Telecommunications Dispatcher Deputy Coroner
12C	Correctional Officer
11	Lead – Parcel Maintenance Specialist Locksmith Maintenance Mechanic (Facilities) Security Monitor
10	Accountant Sr. Planner Equipment Operator Senior Highway Mechanic Lead Person – Assessments Specialist Parcel Maintenance Specialist
9	Civilian Civil Process Server Financial Assistant Animal Services Officer Highway Maintainer Senior Inventory Control Technician
8	Accountant Telecommunications Dispatcher (Animal Services) Evidence Officer Painter/Drywall Veterinary Technician
7	Maintenance Worker Sr. Payroll Technician Sr. Permit Specialist

6	Account Technician *Account Technician Administrative Secretary (except Highway Department) Assessment Specialist Legal Description Writer *Rehab Certified Nursing Assistant
5	Administrative Clerk *Administrative Clerk Admissions Coordinator *Certified Nursing Assistant (CNA) Kennel Technician *Social Services Assistant
4	*Maintenance Worker Assistant
3	*Activity Aide Courier
2	*Cook
1	*Clothing Aide *Dishwasher Dishwasher – Part-time (Animal Services only) *Housekeeper *Seamstress *Tray Aide *Unit Attendant
*	Check Appendix IIIA for starting rates of employees assigned to work primarily at River Bluff Nursing Home.

LOCAL 473 OF THE AMERICAN  
FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES,  
AFL-CIO, ILLINOIS COUNCIL 31

By: Chris Hooser  
Title: Staff Representative  
Date: June 12, 2019

By: Rosanne Jackson  
Title: President-Local 423  
Date: June 12, 2019

By: Joseph D. Ly  
Title: Local 423  
Date: June 12, 2019

By: Joseph D. Ly  
Title: Local 423  
Date: June 12, 2019

By: Joseph D. Ly  
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COUNTY OF WINNEBAGO, ILLINOIS

By: FOG  
Title: County Board Chairman  
Date: 6/12/19

By: Joe E  
Title: Winnebago County Sheriff  
Date: 6-12-2019

By: Ray Summer  
Title: Winnebago County Clerk  
Date: 6-12-2019

By: Wendy Morkerson  
Title: Winnebago County Recorder  
Date: 6-12-2019

By: Wendy Morkerson  
Title: Winnebago County Recorder  
Date: 6-12-2019

By: Stanley D. Curley  
Title: Winnebago County Auditor  
Date: 6/12/19

By: Samuel D. Dand  
Title: Winnebago County Treasurer  
Date: 6-12-2019