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ARTICLES OF AGREEMENT BETWEEN
MARSHALL COUNTY SHERIFF'S OFFICE
(Unit "B")

AND

TEAMSTERS LOCAL UNION NO. 627

Effective date December 1, 2017 – November 30, 2020

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PREAMBLE
UNIT "B"

This Agreement is entered into by the County of Marshall, a body politic, by its duly constituted County Board and the Sheriff of Marshall County, hereinafter referred to as the "Employer", and Teamsters Local 627, hereinafter referred to as the "Union".

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Union representing the employees in the bargaining unit, and to make clear the basic terms upon which such relationship depends. It is the intent of both the Employer and the Union to work together to provide and maintain satisfactory terms and conditions of employment, and to prevent as well as to adjust misunderstandings and grievances relating to employees wages, hours and working conditions. This Agreement shall supersede any past policies.

In consideration of mutual promises, covenants and Agreement contained herein, to parties hereto, by their duly authorized representative and/or agents, do mutually covenant and agree as follows:

ARTICLE I
RECOGNITION

Section 1: Unit Description

The Employer hereby recognizes the Union as the sole and Exclusive collective bargaining representative for the purpose of collective bargaining on matters relating to wages, hours, and other terms and conditions of employment of all full-time sworn patrol officers in the bargaining unit as well as all full-time and regular part-time jailers, tele communicators, cooks, matrons, and office clerical employees.

Unit B:

INCLUDED: All full-time and regular part-time Jailers, Telecommunicates, Cooks, Matrons and Office Clerical employees employed by the Employer at its Lacon, Illinois facility.

EXCLUDED: All professional, confidential, supervisory and managerial employees as defined in the Act.

Section 2: Supervisors

Supervisors may continue to perform bargaining unit work which is incidental to their jobs. They may also perform bargaining unit work in emergency situations and where such work is necessary to train a bargaining unit employee. Such work by supervisors shall not cause any layoffs of the bargaining unit employees.

Section 3: Short-term/Part-time Employees

The Employer may continue to utilize the services of short-term and part-time employees to perform bargaining unit work in accordance with past practice. Such past practice incorporates the parties' understanding and intention that utilization of short-term and part-time employees shall not result in the displacement, lay-off or reduction of hours of existing full-time bargaining unit members.

ARTICLE II NEW CLASSIFICATIONS AND VACANCIES

Section 1: New Classifications

Where the Employer finds it necessary to create a new job classification, the work of which falls within the scope of the bargaining unit, the Employer and Union agree to jointly petition the State Labor Board to seek the necessary unit clarification.

If the inclusion of a new position classification is agreed to by the parties or found appropriate by the Labor Board, the parties shall negotiate as to the proper pay grade for the classification. If no agreement is reached within thirty (30) calendar days from the date its inclusion was determined, the Union may appeal the proposed pay grade to the 2nd step of the grievance procedure.

The second step grievance committee or arbitrator shall determine the reasonableness of the proposed salary grade in relationship to:

- (a) The job content and responsibilities attached thereto in comparison with the job content and responsibilities of other position classifications in the employer's work force;
- (b) Like positions with similar job content and responsibilities within the labor market generally;
- (c) Significant differences in working conditions to comparable position classifications.

The pay grade originally assigned by the Employer shall remain in effect pending the decision.

If the decision of the second step grievance committee or arbitrator is to increase the pay grade of the position classification, such rate change shall be applied retroactive to the date of its installation.

Upon installation of the new position classification, the filling of such position classification shall be in accordance with the posting and bidding procedures of this Agreement.

Section 2: Vacancies

The Sheriff, in deciding the appropriate applicant to hire or promote within positions encompassed by the bargaining unit, shall consider ability and qualifications, but not the Part-time employee's seniority.

ARTICLE III
NON-DISCRIMINATION

Section 1: Equal Employment Opportunity

The Employer will continue to provide equal employment opportunity for all officers, and develop and apply equal employment practices.

Section 2: Prohibition Against Discrimination

Both the Employer and the Union agree not to illegally discriminate against any employee on the basis of race, sex, creed, religion, color, marital or parental status, age, national origin, political affiliation and/or beliefs, mental or physical handicap or sexual orientation.

ARTICLE IV
MANAGEMENT RIGHTS

Subject to and limited by the provisions of this Agreement the management of the operations of the Employer, the determination of its policies, budget, and operations, the manner of exercise of its statutory functions and the direction of its work force, including, but not limited to, the right to hire, promote, demote, transfer, allocate, assign and direct employees; to establish the number and classification of positions; to discipline, suspend and discharge for just cause; to relieve employees from duty because of lack of work or for other legitimate reasons; to make and enforce reasonable rules of conduct and regulations; to determine the departments, divisions and sections and work to be performed by employees therein; to determine quality ; to determine the number of hours of work and shifts per work week, if any; to establish and change work schedules and assignments, the right to introduce new methods of operations, to eliminate, relocate, transfer or sub-contract work and to maintain efficiency in the department is vested exclusively in the Employer provided the exercise of such rights by management does not conflict with the provisions of this Agreement.

ARTICLE V
NO STRIKE

Section 1: No Strike Commitment

Neither the Union nor any officer will call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage, slow down, or the concerted interference with the full, faithful and proper performance of the duties of employment with the Employer during the term of this Agreement.

No officer, while in the line of duty, shall refuse to cross any picket line, by whomever established.

Section 2: Performance of Duty

It is recognized that employees covered by this Agreement may be required in the line of duty to perform duties growing out of or connected with labor disputes which may arise within the County.

Section 3: Resumption of Operations

In the event of action prohibited by Section 1 above, the Union immediately shall disavow such action and request the officers to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Union, including its officials and agents, shall to be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

Section 4: Discipline of Strikers

Any officer who violates the provisions of Section 1 of this Article shall be subject to immediate discharge.

Section 5:

The County will not lock out any employee(s) covered by this Agreement during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE VI
RESOLUTION OF IMPASSE

All impasses on economic matters shall be resolved according to the provisions of Section 14 of the Illinois Public Labor Relations Act, except that all arbitration hearings shall be conducted in Lacon, Illinois.

ARTICLE VII PERSONNEL FILES

Section 1: Personnel Files

The Employer shall keep a central personnel file within the bargaining unit for each employee. Employer is free to keep working files, but material not maintained in the central personnel file may not provide the basis for disciplinary or other action against an employee.

Section 2: Inspection

Upon request of an employee, the Employer shall reasonably permit an employee to inspect his personnel file subject to the following:

- (a) Such inspection shall occur within a reasonable time following receipt of the request;
- (b) Such inspection shall occur during daytime working hours Monday through Friday upon reasonable request;
- (c) The employee shall not be permitted to remove any part of the personnel file from the premises but may obtain copies of any information contained therein upon payment for the cost of copying;
- (d) Upon written authorization by the requesting employee, in cases where such employee has a written grievance pending, and is inspecting his file with respect to such grievance, that employee may have a representative of the Union present during such inspection and/or may designate in such written authorization that said representative may inspect his personnel file subject to the procedures contained in this Article;
- (e) Pre-employment information, such as reference reports, credit checks or information providing the Employer with a specific request that it remain confidential, shall not be subject to inspection or copying.

Section 3: Notification

Employees shall be given immediate notice by Employer when a formal, written warning or other disciplinary documentation is permanently placed in their personnel file.

Section 4: Limitation on Use of File Material

It is agreed that any material and/or matter not available for inspection, such as provided in Section 1 and 2 above, shall not be used in any manner or any forum adverse to the officer's interests.

ARTICLE VIII
DISCIPLINE AND DISCHARGE

Section 1: Discipline and Discharge

The parties recognize the principles of progressive and corrective discipline.

Disciplinary action or measures shall include only the following:

- Oral reprimand
- Written reprimand
- Demotion
- Suspension (notice to be given in writing)
- Discharge

Disciplinary action may be imposed upon an employee only for just cause. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure.

If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Section 2: Limitation

The Employer's agreement to use progressive and corrective disciplinary action does not prohibit the Employer in any case from imposing discipline which is commensurate with the severity of the offense. The Employer shall notify both the employee and the Union of disciplinary action. Such notification shall be in writing and shall reflect the specific nature of the offense. All forms of discipline will be expunged from an employee's file after eighteen (18) months have passed.

Section 3: Pre-disciplinary Meeting

For discipline other than oral and written reprimands, prior to notifying the employee of the contemplated discipline to be imposed, the Employer shall notify the local Union of the meeting and then shall schedule the meeting with the employee involved so as to inform the employee of the reason for such contemplated discipline, including any names of witnesses and copies of pertinent documents. The employee shall be informed of his contract rights to Union representation and shall be entitled to such, if so requested by the employee and the employee and Union Representative shall be given

the opportunity to rebut or clarify the reasons for such discipline and further provided that a Union Representative shall be available within twenty-four (24) hours of notification. If the employee does not request Union representation, a Union Representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings.

Section 4: Investigatory Interviews

Union has right to the investigative findings, but may not be present during investigative interviews of witnesses (except any interviews conducted with a bargaining unit member who may be the subject or object of employment discipline, shall be subject to the terms and conditions set forth in Section 3 above).

ARTICLE IX DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

Section 1: Definition of a Grievance

A grievance is defined as any unresolved difference between the Employer and the Union or any employee regarding the application, meaning or interpretation of this Agreement. This grievance procedure is subject to and shall not conflict with any provisions of the Illinois Public Labor Relations Act.

Section 2: Dispute Resolution

In the interest of resolving disputes at the earliest possible time, it is agreed that an attempt to resolve a dispute shall be made between the employee and his immediate supervisor.

The employee shall make his complaint to his immediate supervisor. The supervisor will notify the employee of the decision within two working days following the day when the complaint was made. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances. In the event of a complaint, the employee shall first complete his assigned work task, and complain later.

Section 3: Representation

Grievances may be processed by the Union on behalf of an employee or on behalf of a group of employees. The Employer may file contract grievances directly at Step 3, Section 8 of this Article. Either party may have the grievant or one grievant representing group grievances 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 upon his request.

Grievances may be filed on behalf of two or more employees only if the same facts, issues and requested remedy apply to all employees in the group.

Section 4: Time Limitations

Grievances may be withdrawn at any step of the grievance procedure without precedent. Grievances not appealed within the designated time limits will be treated as withdrawn grievances. The Employer's failure to respond within the time limits shall not find favor of the grievant, but shall automatically advance the grievance to the next step, except Step 3. Time limits may be extended by mutual agreement.

Section 5: Grievance Processing

No employee or Union Representative shall leave his work assignment to investigate, file or process grievances without first securing permission of his supervisor. In the event of a grievance, the employee shall always perform his assigned work task and grieve his complaint later, unless the employee reasonably believes that the assignment endangers his safety.

Section 6: Grievance Meetings

A maximum of two (2) employees (the grievant and/or Union Representative) per work shift shall be excused from work with pay to participate in a Step 1 or Step 2 grievance meeting. The employee(s) shall only be excused for the amount of time reasonably required to present the grievance. The employee(s) shall not be paid for any time during which a grievance meeting occurs outside of the employee's work shift. In the event of a grievance, the employee shall first perform his assigned work task and file his grievance later.

Section 7: Steps in Procedure

Dispute arising under this Agreement shall be resolved as follows:

Step 1: If no agreement is reached between the employee and the supervisor, as provided for in Section 2, Dispute Resolution, the Union shall prepare a written grievance on a form mutually agreed to and presented to the Sheriff and Chairman of the County Board no later than ten (10) working days after the employee was notified of the decision by the supervisor. Within Ten (10) working days after the grievance has been submitted, the Sheriff and Chairman of the County Board shall meet with the grievant and the Union Representative to discuss the grievance and make a good faith attempt to resolve the grievance. Failure of the Employer to meet as provided in Step 1 shall not invoke the grievance withdrawal provided in Section 4 above. The Sheriff and chairman of the County Board shall respond in writing to the grievant and the Union Representative within five (5) working days following the meeting.

Step 2: If the grievance is not settled at Step 1 the grievance may be referred in writing, within five (5) working days after the decision of the Sheriff and Chairman of the County Board, to a Committee consisting of the Sheriff and all members of the County Board. Within twenty (20) working days after the grievance has been filed with the Committee, the Committee shall meet with the Union and the grievant to discuss the grievance and make a good faith effort to resolve the grievance. The Committee shall respond in writing to the grievant and the Union within five (5) working days following the meeting.

Step 3: If the dispute is not settled at Step 2, the matter may be submitted to arbitration by either party within ten (10) working days after the Committee's written decision or the expiration of the five (5) day period if the Committee fails to render a written decision. Within ten (10) working days after the matter has been submitted to arbitration a representative of the Employer and the Union shall meet to select an arbitrator from a list of mutually agreed to arbitrators. If the parties are unable to agree on an arbitrator within ten (10) working days after such meeting, the parties shall request the ILLINOIS ARBITRATION SERVICE, Illinois Department of Labor, to submit a list of seven (7) arbitrators. Either party shall have the right to reject an entire list of arbitrators. The arbitrator shall be selected from the list of seven (7) by alternate strikes by the Employer representative and the Union. The Employer and the Union shall take turns as to the first strike. The person whose name remains on the list shall be the arbitrator, provided that either party before striking any names shall have the right to reject one (1) of the arbitrators on the list. The arbitrator shall be notified of his selection by a joint letter from the Employer and the Union. Such letter shall request the arbitrator to set a time and a place for the hearing subject to the availability of the Employer and Union Representatives and shall be notified of the issue where mutually agreed by the parties. All hearings shall be held in the city of Lacon, Illinois, unless otherwise agreed to.

Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator.

The Employer or Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its witness.

Once a determination is made that the matter is arbitral or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute.

The expenses and fees of arbitration and the cost of the hearing room shall be shared equally by the Employer and Union. Costs of arbitration shall include the arbitrator's fees, room cost and transcription costs. Nothing in this Article shall preclude the Employer and Union from agreeing to use the expedited arbitration procedures of the ILLINOIS ARBITRATION SERVICE, Illinois Department of Labor. The decision

award of the arbitrator shall be made within forty-five (45) days following the hearing and shall be final and binding on the Employer, the Union and the employee or employees involved. The arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of the Agreement.

ARTICLE X SENIORITY

Section 1: Definition of Seniority

As used herein, the term "seniority" shall refer to and be defined as the continuous length of service or employment covered by this Agreement from the date of last hire.

Section 2: Probation Period

An employee is a "probationary employee" for his first six (6) months of employment or until he successfully completes state mandated basic law enforcement or corrections training, whichever is longer. No matter concerning the discipline, layoff or termination of, a probationary employee shall be subject to the grievance and arbitration procedures. A probationary employee shall have no seniority, except as otherwise provided in this Agreement, until he has completed his probationary period. Upon the completion of his probationary period, he will acquire seniority from his date of hire.

Section 3: Seniority List

The Employer and Union have agreed upon the initial seniority list setting forth the present seniority dates for all employees covered by this Agreement and shall become effective on or after the date of execution of this Agreement. Such lists shall finally resolve all questions of seniority affecting employees covered under this Agreement or employed at the time the Agreement becomes effective. Dispute as to seniority listing shall be resolved through the grievance procedure. The initial agreed list is attached hereto as Exhibit "A" and made a part hereof.

Section 4: Termination of Seniority

An employee shall be terminated by the Employer and his seniority broken when he:

- (a) quits; or
- (b) is discharged for just cause; or

- (c) is laid off pursuant to the provisions of the applicable agreement for a period of twelve (12) months; or
- (d) accepts gainful full-time employment while on an approved leave of absence from the Sheriff's Department; or
- (e) is absent for three consecutive scheduled work days without proper notification or authorization; or by written resignation; or
- (f) fails to return to work at the conclusion of an approved leave of absence for a period of three (3) consecutive days.

Section 5: Seniority While on Leave

Employees will not continue to accrue seniority credit for all time spent on authorized unpaid leave of absence.

Section 6: Conflicts in Vacation

Employees shall select the periods of their annual vacation on the basis of seniority. Vacation schedules may be adjusted to accommodate seasonal operations, significant revision in organization, work assignments or the number of personnel in particular ranks. Provided however, that no more than one employee from each shift may take vacation at the same time and no employee shall receive priority for more than two weeks vacation per year.

ARTICLE XI LAYOFF

Section 1: Layoff

In the event the Employer determines a layoff is necessary, employees shall be laid off within each particular job classification and Department in the inverse order of their seniority unless compliance with State or Federal law requires otherwise.

Section 2: Layoff Order

Probationary employees, temporary and part-time employees shall be laid off first, then full-time employees shall be laid off in inverse order of their seniority. Individual employees shall receive notice in writing of the layoff not less than fourteen (14) days prior to the effective date of such layoff.

Section 3: Recall

Employees shall be recalled from layoff within each particular job classification according to their seniority. No new employees at all shall be hired until all employees on layoff in that particular job classification desiring to return to work shall have been given the opportunity to return to work. Recall rights under this provision shall terminate twelve (12) months after layoff.

In the event of recall, eligible employees shall receive notice of recall either by actual notice or by certified mail, return receipt requested. It is the responsibility of all employees eligible for recall to notify the Sheriff of their current address. Upon receipt of the notice of recall, employees shall have five (5) working days to notify the Sheriff of their acceptance of the recall. The employee shall have five (5) working days thereafter to report to duty.

ARTICLE XII HOLIDAY SCHEDULE

Section 1: Holiday

Full-time Marshall County Sheriff's Office employees are eligible for paid Holidays, based on eight (8) hours pay. Part-time help shall not be allowed to work on premium days and Holidays unless the Full-time help does not desire to do so. In the event a part-time employee works on any recognized holiday, he/she shall be paid at the rate on time and one-half (1 ½).

The holidays shall be those holidays as set forth in the County Board Policy, however, there shall be (13) thirteen Holiday's per year.

Holidays shall be paid on the Holiday.

ARTICLE XIII VACATION

Section 1: Full-time employees must make request, in writing, for desired vacation days to the Sheriff up to forty-eight (48) hours prior to the start of vacation. Request for desired vacation days must not be for less than a minimum of ½ day or more than the days to which an employee is entitled.

Section 2: The Sheriff will assign vacation days allowed on a seniority basis as determined to be consistent with the operations and needs of the County. Insofar as possible, vacations will be granted at the time you most desire. However, the Sheriff reserves the right to allot vacation periods to insure the orderly operation of the department.

Section 3: If an employee is called in during their vacation time due to a County declared emergency by the Sheriff, they will be allowed to carry over their vacation time at their anniversary date.

Section 4: Employees earn vacation time in accordance with the following schedule which is based upon continuous years of service.

1. One week with full pay after one year of service based on employee's anniversary date.

2. Two weeks with full pay after two years of service based on employee's anniversary date.
3. Three weeks with full pay after five years of service based on employee's anniversary date.
4. Four weeks with full pay after fifteen years of service based on employee's anniversary date.

In the event of termination of employment the employee will receive a pro-rated vacation allowance in accordance with their anniversary date of employment.

Employees may carry over one week of unused vacation to the next year.

Unused vacation will not be compensated for at the end of the year.

Section 5: Conflict in Vacation

Employees shall select the periods of their annual vacation on the basis of seniority. Vacation schedules may be adjusted to accommodate seasonal operations, significant revision in organization, work assignments or the number of personnel in particular ranks. Provided however, that no more than one employee from each shift may take vacation at the same time and no employee shall receive priority for more than two weeks' vacation per year.

ARTICLE XIV SICK LEAVE

Section 1: It is the policy of Marshall County to provide protection for its full-time employees against loss of income because of illness. All eligible employees are encouraged to save as much sick leave as possible to meet serious illness situations. Sick leave is not intended for a one-day vacation nor to be used to extend vacation periods or holidays.

Any employee contracting or incurring any non-service connected sickness or disability, which renders such employee unable to perform the duties of his employment, shall receive sick leave with pay in accordance with this Agreement.

Section 2: Full-time employees will be allowed seven (7) days leave per year. First year employees shall be allowed six (6) days sick leave when they have completed six (6) months of employment. Employees shall be allowed to carry over from year to year of continuous serve up to a maximum of seventy-five (75) days of sick leave. Subject to the provisions of the Illinois Pension Code, 40 ILC 5/1 et seq. employees applying for a retirement annuity shall be entitled to creditable service for up to seventy-five (75) days of accumulated unused sick leave.

Section 3: Miscellaneous Provisions

- A. An employee must notify the Sheriff or his/her designated in advance of scheduled tour of duty if unable to work. The illness must be verifiable and legitimate.
- B. If an employee receives workmen's compensation or wage payments mandated by law, the granting of sick days will not be allowed for the same period of time.
- C. An employee requested to go to a County-prescribed doctor (acting as a medical agent for the municipality), shall not be expected to pay medical expenses charged by said doctor.
- D. If the employee is not satisfied with medical procedure, findings, diagnosis, etcetera; the employee will be allowed to submit to a second medical examination given by a doctor of the employee's choice. Any additional examinations will be the financial responsibility of the employee.
- E. Employees who call in sick the day prior to one of the authorized holidays will forfeit all rights to receive holiday pay for the holiday unless circumstances are sanctioned as excusable by the Department Head.
- F. Any employee who is off work for three (3) or more work days will be required to have a medical release by his/her doctor to insure the employee is able to perform his/her work as required by their job assignment.
- G. If sick time is used, the call off should be at least three (3) hours before the scheduled shift begins to allow time to find coverage. Exceptions will be made at the discretion of the Sheriff or Chief Deputy in the event of an emergency.

ARTICLE XV BEREAVEMENT DAYS

Section 1: When a death occurs in an employee's immediate family (mother, father, spouse, children, brother, sister, mother-in-law, father-in-law, step-parent, grandparent, step-child, brother-in-law, sister-in-law, grandchild, or guardian), the employee will receive up to three (3) paid days of bereavement leave based on their straight time earnings per hour.

Section 2: Bereavement pay will not be paid for time for which you receive time off under some other policy such as holiday, vacation, sick days or personal days.

Section 3: The three (3) days will consist of one of the following:

- a. The day before the funeral, the day of the funeral and the day after the funeral.
- b. The day of the funeral and the two days following the funeral.
- c. The two (2) days preceding the funeral and the day of the funeral.

Section 4: In either instance if one or both of your days off fall during the three (3) day period, your day off will not be compensated for, nor will you be able to take additional days with pay other than the three (3) methods stated above.

ARTICLE XVI JURY DUTY

Section 1: All regular employees called for jury duty will receive the difference between eight (8) hours pay at the applicable hourly wage and actual payment received for jury service for each day of jury duty to a maximum of ten (10) days pay for each contract year.

Section 2: When such employees report for jury service on a scheduled workday, they will not unreasonably be required to report for work that particular day.

Time spent on jury service will be considered time worked for purposes of Employer contributions.

ARTICLE XVII HOURS OF WORK, OVERTIME, CALL-IN

Section 1: Department Heads will set work schedules for employee defining work days and hours. Each employee must register his or her own time before starting work and before leaving work. Employees will have input in the setting of work schedules for employees defining work days and hours.

Section 2: An employee will not be allowed to fill in or trade time with another employee if it will result in overtime payment to the affected employee.

Section 3: All work performed after eight (8) hours per day and forty (40) hours per week shall be paid at one and one-half (1 ½) times the employee's hourly rate of pay. All work performed on a Holiday shall be paid at the rate of one and one-half (1 ½) times the employee's regular hourly rate plus holiday pay.

Section 4: Full-time Sheriff's Office employees who are working an assigned work week and hours who are called outside his/her regular assigned work week or hours will be allowed a minimum of two (2) hours at one and one-half (1 ½) times his/her regular rate of pay.

Section 5: At any time an overtime rate is computed under any provisions of this Agreement, said overtime pay shall be based on one and one-half (1 ½) times the employee's hourly rate as determined in Article 18 hereof.

Section 6: When possible, the work week shall be arranged in five (5) consecutive days, Sunday through Saturday, in accordance with past practice.

Section 7: Part Time Jailors and Dispatchers will be added to the Rotation List for call ins, sick days and Holidays. On vacation request of (5) five consecutive days or more, part time shall be called first and if they can't fill all the days, then once again it will be filled by using the rotation list. In the event an employee is not available for such overtime, he/she shall be bypassed until the rotation of the list is completed before he/she shall be entitled to the next available overtime.

Section 8: In the event the employee assigned to the call-in requires additional help, the next employee on the rotation list shall be called in by the Department Head. The rotation list shall include call-ins at all time and all overtime, including holidays.

Section 9: During the normal work day, employees shall receive paid breaks and a lunch period as per past practice.

Section 10: For Call-ins, the Jailors shall call for the Jailors and for Call-ins for the Dispatchers, the Dispatchers shall call. Jail Officers and Dispatchers shall designate a person or two, to take care of and maintain absentees, call offs, vacations. Make sure that the seniority-part-time rotation is followed as closely as possible, documenting the same in the Radio Logs and in an in-house computer. Absentee sheets shall be forwarded to the Sheriff for approval.

Section 11: An employee's full-time employment takes precedent over any part-time or secondary employment. If an employee is scheduled to work a part-time job and he/she is needed here to cover a shift after the rotation list is exhausted, then you are mandated to work here. (Marshall County Sheriff's Department) All part-time or secondary employment is subject to approval by the Sheriff.

ARTICLE XVIII WAGES

Section 1: The base wages for the following classification after probation shall be:

Effective:	12-1-17	12-1-18	12-1-19
Full Time Dispatcher	\$18.45 hour	\$18.82 hour	\$19.20
Part Time Dispatcher	\$16.00 hour	\$16.32 hour	\$16.65
Full Time Jailor	\$17.73 hour	\$18.08 hour	\$18.44
Part Time Jailor	\$14.05 hour	\$14.33 hour	\$14.62
Bailiff	\$14.87 hour	\$15.17 hour	\$15.47
Full Time Jailor			
Under 6 Months	\$17.23 hour	\$17.58 hour	\$17.94
Full Time Dispatcher			
Under 6 Months	\$17.95 hour	\$18.32 hour	\$18.70

Matron	\$13.54 hour	\$13.81 hour	\$14.09
Full Time Clerical	\$18.45 hour	\$18.82 hour	\$19.20
Part Time Clerical	\$13.54 hour	\$13.81 hour	\$14.09

Section 2: Probationary Employees: Probationary employees will receive fifty cents (\$.50) per hour less than the regular rate during their probationary period as defined in Section 2 of Article X.

Section 3: Wage Re-opener: In the event the parties are unable to reach an acceptable agreement during the years the contract is governed by a Wage Reopener, the union shall be entitled to take whatever legal and economic recourse available under law for the purpose of reaching an acceptable agreement.

Section 4: Longevity Pay: Longevity pay from 12-01-2003 of 2% for every five (5) years of service from date of hire for a maximum of twenty (20) years. Any employee that has or earns a degree (or certification) shall be paid an additional 2% on top of their contractual increases, if the degree or certification is in the criminal justice area and if proof is shown to the Sheriff.

Section 5: Shift Differential Pay: Employees that work either second or third shifts, shall receive an additional twenty cents (.20 per hour).

Section 6: Me To Clause: If, during the term of this Agreement, the County provides better wages or benefits to other employees covered by a Collective Bargaining Agreement, the County will provide the same percentage improvement to these Bargaining Unit Employees.

ARTICLE XIX HEALTH AND WELFARE

Section 1: The Employer agrees to contribute to the Central State, Southeast and Southwest Areas Health and Welfare Fund for each full time Employee performing work under this agreement.

Contributions shall begin on Employees first day of Employment.

The Employer agrees to the following Health and Welfare contribution rates for Plan MB without Retiree Coverage, per participant, per week as follows:

Date	Member	Member & Child	Member & Spouse	Family
12/31/17	\$141.00	\$184.40	\$291.50	\$407.10
12/30/18	\$149.50*	\$195.50*	\$309.00*	\$431.50*
12/29/19	\$164.40*	\$215.00*	\$339.90*	\$474.70*

Not To Exceed Rates *

The Employer agrees to pay the entire Member Only coverage amount each year of the agreement for each Employee covered by this agreement. If an Employee elects any other tier other than Member only, the Employee will have the contribution rate difference taken from their paychecks through payroll deduction for the elected Tier of coverage for each Employee covered by the agreement, regardless of whether the Employer can collect co-pays from the Employees.

Employee required weekly contributions for Member Health and Welfare to be deducted by payroll deductions, (pre-tax) shall be as follows:

<u>Date</u>	<u>Calculation</u>	<u>Co-Pay</u>
12/31/17	(Actual rate of pay) minus (\$97.20) X 50%	\$22.00
12/30/18	(Actual rate of pay) minus (\$105.00) X 50%	\$22.25*
12/29/19	(Actual rate of pay) minus (\$110.00) X 50%	\$27.20*

Not to Exceed Rates *

Contributions shall not be owed on part-time, casuals, seasonal, extra or temporary Employees.

If an Employee is injured on-the-job or is unable to work because of an illness, the Employer will continue to make health and welfare contributions for up to 6 months or until the employee returns to work or becomes eligible for IMRF disability benefits, whichever is sooner.

If an Employee is injured off-the-job and is unable to work, the Employer will continue to make health and welfare contributions for up to 60 days or until the Employee returns to work or becomes eligible for IMRF Disability Benefits, whichever is sooner.

ARTICLE XX ILLINOIS MUNICIPAL RETIREMENT FUND

Section 1: The Employer will provide a retirement program through the Illinois Municipal Retirement Fund the same terms and conditions as Marshall County will make available to County employees.

ARTICLE XXI GENERAL PROVISIONS

Section 1: Use of Masculine Pronoun

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

Section 2: Work Rules

Work rules of the Marshall County Sheriff which are not in conflict with this Agreement shall continue in full force and effect.

ARTICLE XXII
SEPARABILITY AND SAVINGS CLAUSE

Section 1: If any article or section of this Agreement or any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this agreement and any riders thereto or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

Section 2: In the event that any article or section is held invalid by enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint.

ARTICLE XXIII
COMPLETE AGREEMENT

The parties acknowledge that during the negotiations which preceded 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. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE XXIV
SCOPE OF AGREEMENT

Section 1: This agreement shall apply only to the employees of the Marshall County Sheriff's Department who are members of Teamsters Local Union No. 627.

ARTICLE XXV

MISCELLANEOUS PROVISIONS

Section 1: The bargaining unit employees shall be allowed time off for reserve duty, pursuant to statute provided.

Section 2: The employer agrees to maintain current or existing shift coverage.

Section 3: The Chief Deputy will not cover any regular duty shift or employee shift, except in the case of an emergency or if no other coverage is available.

ARTICLE XXVI DEFINITION OF EMPLOYEE STATUS

Section 1: *Probationary Employee:* Any employee employed with the County less than six (6) months.

Part-time Employee: Any employee working less than twenty (20) hours per week on a regularly scheduled basis.

Temporary Employee: Any employee hired for a limited time (must be less than 90 days per calendar year) may work forty (40) hours a week.

ARTICLE XXVII PERSONAL LEAVE

Section 1:

Full-time Sheriff's Office Staff employees will be allowed four (4) days personal leave annually, after one (1) year continuous service. Personal leave is not cumulative and unused personal days will **not** be reimbursed, unless authorized by the Sheriff.

ARTICLE XXVIII DEFERRED COMPENSATION

Section 1: Subject to state and federal law, the County will make available to full-time Marshall County Sheriff's Department employees, a reasonable deferred compensation plan on the same terms and conditions as the County continues to provide to other employees.

ARTICLE XXIX
UNION SHOP AND DUES

Section 1: All bargaining unit employees shall become members of the Union or pay fair share not later than the thirty-first (31st) day following the beginning of their employment or within thirty-one (31) days of the execution of this Agreement as a condition of employment and shall continue in good standing in the Union or pay fair share as a condition of continued employment. Any employee not completing his membership in the Union, remaining in good standing or paying fair share as herein provided, may be subject to dismissal by the Employer upon written demand of the Union.

The Employer shall deduct monthly from the pay of each bargaining unit employee from whom it has received a written authorization to do so, the amount certified by the Union to be the amount required for payment of monthly dues and uniform initiation fees, and remit the sums deducted to the Union within ten (10) days after the deductions are made.

All bargaining unit employees who are not members of the Union and do not become members of the Union within thirty-one (31) days of the effective date of this Agreement or of their date of employment, whichever is the later, and continuing during the term of this Agreement so long thereafter as they are not members of the Union, shall pay to the Union each month their fair share of the costs of services rendered by the Union, which are chargeable to non-members under applicable law, as certified by the Union to the Employer, and which may not exceed the monthly dues uniformly required by members of the Union. Upon receipt of said Union within ten (10) days thereafter the required fair share contribution from the pay of any employee who has not authorized deduction of Union dues.

Section 2: The Teamsters Local Union No. 627 shall indemnify, defend and hold the Employer harmless against any claim, demand, suit or liability arising from any action taken by the Employer in complying with this Article.

ARTICLE XXX
STEWARDS

Section 1: The County recognizes the right of the Union to designate Job Stewards from the County's seniority list. The authority of Job Stewards so designed by the Union shall be limited to, and shall not exceed, the following duties and activities:

The investigation and presentation of grievances with the County or the designated County representative in accordance with the provisions of the collective bargaining agreement. . .

Section 2: The names of the employees so designated shall be submitted promptly in writing to the County. Any subsequent change shall also be submitted promptly in writing to the County.

ARTICLE XXXI UNIFORMS AND EQUIPMENT

Section 1: Unit "B" Employees shall be furnished all required equipment and uniforms at the sole expense of the employer and shall receive no other equipment allowance.

In the event of damage to equipment and/or uniform, the equipment or uniform shall be reimbursed or replaced by the employer, at the employers' election, upon proof of loss being furnished to the employee's supervisor within 48 hours of the time of damage, provided, such damage occurs in the course of the employment.

Section 2: Uniforms

- a. Employer shall prescribe the type of uniform to be worn by employees on duty and may promulgate rules for wear outside of employment.
- b. Employees shall be responsible for maintenance and cleaning of their uniforms.

Section 3: Equipment

- a. Employer may prescribe equipment that is necessary for employee to have while on duty
- b. Employees shall be responsible for the upkeep and good operating condition of all required equipment.
- c. Upon termination of employment, Employer-issued equipment shall be returned.

ARTICLE XXXII SUBSTANCE ABUSE TESTING

Section 1: General Policy Statement

While it has always been the policy of Marshall County to maintain a safe, healthful, productive, and drug free work environment, the Drug-Free Workplace Act of 1988 requires agencies receiving Federal grants to specifically state the County's policy that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace.

For the purpose of this policy, a controlled substance is one which is:

1. Not legally obtainable.
2. Being used in a manner different than prescribed.
3. Legally obtainable, but has not been legally obtained.

To comply with the Drug-Free Workplace Act of 1988, the following procedures will be followed:

- a. All employees shall be prohibited for the unlawful manufacture, distribution, possession, use or being under the influence of a controlled substance while on the County premises or while performing work for the County.
- b. All employees shall be prohibited for the distribution, consumption, possession of or being under the influence of alcohol while on the County premises or while performing any work for the County.
- c. As a condition of employment, each employee shall agree to notify his/her supervisor of his/her conviction of any criminal drug statutes for the violation occurring on the County premises or while performing work for the County, no later than five (5) days after such a conviction.
- d. To make County employees aware of the dangers of drug and alcohol abuse, the County shall:
 1. Provide each employee with a copy of the County Drug and Alcohol policy.
 2. Post notice of the County Drug and Alcohol Policy in a place where other employee notices are posted.
 3. Make available materials from local, state and national anti-drug and alcohol abuse organizations.
- e. Violation
 1. An employee who violates the terms of this policy may be subject to disciplinary action, up to and including termination.
 2. The County shall take disciplinary actions with respect to an employee convicted of a drug offense in the work place within thirty (30) days after receiving notice of the conviction.
 3. The County may require an employee who violates the terms of this policy to satisfactorily participate in a drug or alcohol abuse assistance or rehabilitation program that has been approved by the Marshall County Board.

ARTICLE XXXIII DURATION AND SIGNATURE

Section 1: Term of Agreement

This Agreement shall be effective from December 1, 2017, and shall remain in full force and effect until November 30, 2020. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either

party to the other not more than one-hundred and twenty (120) days nor less than ninety (90) days prior to expiration. The notices referred to shall be considered to have been given as on the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

Section 2: Continuing Effect

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or Resolution of Impasse Procedure are continuing for a new Agreement or part thereof between the parties.

Section 3: Reopener

The parties agree that if either side decides to reopen negotiations making any changes in the Agreement, the other party may so notify the other at least ninety (90) days and no more than one-hundred and twenty (120) days prior to the expiration of this Agreement or the extension thereof. In the event such notice to negotiate is given, then the parties shall meet not later than ten (10) days after the dated of receipt of such reasonable times as are agreeable to both parties for the purposes of negotiation. All notices provided for in this Agreement shall be served upon the other party by registered mail, return receipt requested.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this
1 day of December, 2017.

FOR THE EMPLOYER:

Sandy Kruischer
County Board Chairman

Doreen M. Papp 4/23/18
County Clerk

Boyd E. Russell 4/23/18
Sheriff

FOR THE UNION:

President

Gregory A. Wheat 4-20-18
Secretary/Treasurer

FILED

MAY 02 2018

Deanna
MARSHALL COUNTY CLERK/RECORDER

#18-42

ARTICLES OF AGREEMENT

BETWEEN

MARSHALL COUNTY HIGHWAY DEPARTMENT

AND

TEAMSTERS, CHAUFFEURS & HELPERS
LOCAL UNION NO. 627

December 1, 2017 --NOVEMBER 30, 2020

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PREAMBLE

This Agreement is entered into by the MARSHALL COUNTY HIGHWAY DEPARTMENT (hereinafter "the Employer") and the TEAMSTERS LOCAL UNION NO. 627 (hereinafter "the Union") for Marshall County Highway Employees.

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Union representing the employees in the bargaining unit, and to make clear the basic terms upon which such relationship depends. It is the intent of both the Employer and the Union to work together to provide and maintain satisfactory terms and conditions of employment, and to prevent as well as to adjust misunderstandings and grievances relating to employees wages, hours and working conditions.

In consideration of mutual promises, covenants and Agreement contained herein, to parties hereto, by their duly authorized representative and/or agents, do mutually covenant and agree as follows:

ARTICLE 1 RECOGNITION

Pursuant to Sections 6(c) and 9 (d) of the Illinois Public Relations Act, the Employer recognizes the International Brotherhood of Teamsters Local Union No. 627 as the exclusive representative of all the employees in the unit set forth below, found to be appropriate for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, or other conditions of employment.

Unit: Included: Maintenance Foreman and all full-time Maintenance employees of the Marshall County Highway Department.

Excluded: All other employees, including office clerical, supervisors, managerial, professional, part-time and confidential employees within the meaning of the Act and all other persons excluded from coverage under the Act.

ARTICLE 2 MANAGEMENT RIGHTS

The Union recognizes that the conduct of the business, the operations of the Employer, and the right to direct the work force are vested exclusively in the Employer. These and all other management rights, whether or not heretofore exercised, not limited by this Agreement, shall be conclusively presumed to be authorized hereby.

ARTICLE 3
GRIEVANCE PROCEDURE AND ARBITRATION

- Section 1: For the purpose of this Agreement, the term grievance shall mean a dispute or difference of opinion raised by one or more employees against the Employer involving the meaning, interpretation, or application of the express provision of this Agreement. In the event a grievance arises regarding the agreement between the Union, any employee, and the Employer, such grievance shall be, during the term of this Agreement, determined in accordance with the following procedure:
- A. There shall always be a sincere effort by both the Highway Dept. and Marshall County Engineer to settle minor disputes or complaints at the lowest possible level of management before the problem goes to the next higher step. An employee who has a grievance must first discuss it with the. The grievance Marshall County Engineer must be presented within three (3) working days after the employee knew or reasonably should have known of the event giving rise to the grievance. The Marshall County Engineer shall give due consideration to the problem and shall attempt to reach a satisfactory settlement within three (3) working days if it is within the scope of his authority. If satisfactory settlement cannot be reached or if the settlement is not within the scope of the Marshall County Engineer's authority, the employee shall reduce his/her grievance to writing and submit to the Marshall County Highway Engineers who shall forward it to the Union. The Marshall County Highway Engineers will deliver a written decision to the employee and the Union within fourteen (14) days of the receipt of such grievance. If the problem has not been settled, at this point, the employee and the Union or the Employer may invoke arbitration procedures as provided in the paragraph below.
 - B. If the problem is not corrected by the above steps, it shall then be submitted to a committee for arbitration, comprised of three (3) members (one to be chosen by the Employer, one by the Union, and the third by the first two). If the first two committee members are unable to agree upon such third person, they shall jointly request the Illinois Arbitration Service, Illinois Department of Labor, to furnish them with a list of names of five (5) impartial arbitrators. Both the Employer committee member and the Union committee member shall have the right to strike two (2) names from the list. One member shall strike the first name, the other member shall then strike second name, the first member a third name, and other member a fourth name. The person whose name remains upon the list shall be the third member of the committee and shall be chairman thereof. The decision of this committee shall be rendered within twenty (20) calendar days of the

date the controversy was submitted to the committee. The expense of such arbitration shall be shared equally between the parties hereto.

- C. No grievance shall be submitted to arbitration unless the demand therefore is made within ten (10) calendar days after the answer which is deemed unsatisfactory. The arbitration committee shall be formed within twenty (20) calendar days after the demand is made.
- D. The arbitrator shall not have the authority to change, alter, modify, or add to any terms or provisions of this agreement, nor to interpret any State or Federal statute when compliance or noncompliance therewith shall be at issue.

ARTICLE 4 SEPRABILITY AND SAVINGS CLAUSE

Section 1: If any article or section of this Agreement or any riders thereto shall be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any article should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and any riders thereto as to which compliance with or enforcement of has been restrained, shall be affected thereby.

Section 2: In the event that any article or section is held invalid by enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint.

ARTICLE 5 SCOPE OF AGREEMENT

This Agreement shall apply only to the employees of the Marshall County Highway Department employees, as defined in ILRB Case No. S-RC-03-038.

ARTICLE 6 WAGES

Section 1: Effective December 1, 2017 - \$20.33 per hour
Effective December 1, 2018 - \$20.74 per hour
Effective December 1, 2019 - \$21.15 per hour

All employees hired by Marshall County Highway Department will start at 90% of the applicable rate of pay. After one year of employment, these employees shall move

to the applicable rate of pay.

Foreman shall be paid a minimum of \$2.00/hour over maintenance employee scale for additional duties. The Foreman premium will be paid to a temporary Foreman in the event that the Foreman is absent for any reason, more than thirty (30) working days (not vacation).

Section 2: Me To Clause

If during the term of this Agreement, the County Board provides better wage increases or benefits to other employees covered by a Collective Bargaining Agreement, the County will provide the same percentage improvement to these Bargaining Unit Employees.

ARTICLE 7 HOURS OF WORK/BREAKS/OVERTIME

Section 1: Hours of Work

Eight (8) hours shall constitute a day's work, Monday through Friday. All work performed after eight (8) hours a day, Monday through Friday, and forty (40) hours per week, Monday through Friday, before 7:30 a.m. or after 4:00 p.m., except as provided for in Section 6 of this Article, shall be paid at the rate of time and one-half (1 ½). All work performed on Saturday and Sunday shall be paid at the rate of one and one-half (1 ½).

Section 2: Break Periods

A fifteen (15) minute break or rest period for all employees shall be allowed in the first four (4) hour period, and the same shall be allowed in the second four (4) hour period.

Section 3: Lunch Period

Each employee shall be granted not less than one-half (1/2) hours' lunch period between the third (3rd) and fifth (5th) hour of the shift. If an employee is requested to work through this period, he will receive an additional one-half (1/2) hours' pay at the overtime rate. Any employee who works more than two (2) hours beyond his regular eight (8) hour day shall be allowed to take another one-half (1/2) hour for dinner, except for declared emergencies.

Section 4: Guaranteed Workweek

All regular employees shall be guaranteed a work week of forty (40) hours.

In any week in which one or more paid holidays fall, the guaranteed workweek shall be reduced by the number of holiday hours.

Section 5: Computing Overtime

Vacation days, holidays, sick leave days, personal days and funeral leave shall be counted as hours worked for the purpose of computing overtime.

Section 6: Call Out Overtime

No later than 3:00 p.m. each Thursday, the Marshall County Highway Engineer will post, on the bulletin board, the name of the maintenance employee who will be responsible for emergency call out duty for the following week. The Marshall County Highway Engineer shall be responsible for setting up a rotation schedule so that the duty will be equally distributed among the maintenance employees insofar as is practicable.

When called out for emergencies, employees shall be guaranteed no less than two and one-half (2.5) hours at the overtime wage rate.

It will be the responsibility of the employee on call out duty to notify the Marshall County Highway Engineer if he or she is to be reached at a number other than his or her home phone number. If the employee cannot be reached at the number supplied to the Marshall County Highway Engineer, or a person designated by him, the Marshall County Highway Engineer or his designee shall have discretion to call out any other employee of the Highway Department.

ARTICLE 8
SENIORITY

Section 1: For the purpose of obtaining the employment benefits, except health and life insurance and deferred compensation, all employees will serve a six (6) months probationary period as a prerequisite to eligibility. After completion of this probationary period, the employee's permanent seniority date will be the date on which he or she first started continuous employment. Reductions in force and leaves of absence will be based on seniority standing in the Marshall County Highway Dept. provided that employees are qualified, competent and equal in skills.

Section 2: In computing employment benefits such as vacations, sick or personal days the seniority dates will be that date on which the employee began continuous employment with the Employer.

Section 3: Any full-time employee whose continuous employment is ended by a reduction in work force, lay-offs, authorized leave of absence, or disability will not lose seniority standing when returning to full-time employment with the Employer if recalled within twelve (12) months of initial

termination. There is no accrual of benefits based on seniority during lay-offs, leave of absence or disability.

Section 4: Any employee who voluntarily discontinues his/her employment with the Employer and is later rehired will have seniority as of the date of re-employment.

ARTICLE 9 HOLIDAY SCHEDULE

Section 1: Holiday

Full-time Marshall County Highway employees are eligible for paid Holidays, based on eight (8) hours pay. Part-time help shall not be allowed to work on premium days and Holidays unless the Full-time help does not desire to do so. In the event a part-time employee works on any recognized holiday, he/she shall be paid at the rate on time and one-half (1 ½).

The holidays shall be those holidays as set forth in the County Board Policy, however, there shall be (13) thirteen Holiday's per year.

ARTICLE 10 HEALTH AND LIFE INSURANCE

Section 1: The Employer agrees to contribute to the Central State, Southeast and Southwest Areas Health and Welfare Fund for each full time Employee performing work under this agreement.

Contributions shall begin on Employees first day of Employment.

The Employer agrees to the following Health and Welfare contribution rates for Plan MB without Retiree Coverage, per participant, per week as follows:

<u>Date</u>	<u>Member</u>	<u>Member & Child</u>	<u>Member & Spouse</u>	<u>Family</u>
12/31/17	\$141.00	\$184.40	\$291.50	\$407.10
12/30/18	\$149.50*	\$195.50*	\$309.00*	\$431.50*
12/29/19	\$164.40*	\$215.00*	\$339.90*	\$474.70*

Not To Exceed Rates *

The Employer agrees to pay the entire Member Only coverage amount each year of the agreement for each Employee covered by this agreement. If an Employee elects any other tier other than Member only, the Employee will have the contribution rate

difference taken from their paychecks through payroll deduction for the elected Tier of coverage for each Employee covered by the agreement, regardless of whether the Employer can collect co-pays from the Employees.

Employee required weekly contributions for Member Health and Welfare to be deducted by payroll deductions, (pre-tax) shall be as follows:

<u>Effective</u>	<u>Calculation</u>	<u>Co-Pay</u>
12/31/17	(Actual Rate per week) minus (\$97.20) X 50%	\$22.00 per week
12/30/18	(Actual Rate per week) minus (\$105.00) X 50%	\$22.25* per week
12/29/19	(Actual Rate per week) minus (\$110.00) X 50%	\$27.20* per week

Not to Exceed Rates *

Any decrease in the cost of the insurance plan in effect, shall be split between the parties.

Contributions shall not be owed on part-time, casuals, seasonal, extra or temporary Employees.

If an Employee is injured on-the-job or is unable to work because of an illness, the Employer will continue to make health and welfare contributions for up to 6 months or until the employee returns to work or becomes eligible for IMRF disability benefits, whichever is sooner.

If an Employee is injured off-the-job and is unable to work, the Employer will continue to make health and welfare contributions for up to 60 days or until the Employee returns to work or becomes eligible for IMRF Disability Benefits, whichever is sooner.

ARTICLE 11 DEFERRED COMPENSATION

Subject to state and federal law, the County will make available to full-time Marshall County Highway Dept. employees, a reasonable deferred compensation plan on the same terms and conditions as the County continues to provide to other employees.

ARTICLE 12 STEWARDS

Section 1: The Employer recognizes the right of the Union to designate Job Stewards. The authority of Job Stewards so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

The investigation and presentation of grievances with the Employer or the designated Employer representative in accordance with the provisions of the collective bargaining agreement.

Section 2: The names of the employees so designated shall be submitted promptly in writing to the Employer. Any subsequent changes shall also be submitted promptly in writing to the Employer.

ARTICLE 13 UNION COOPERATION/NO STRIKE -- NO LOCK OUT

Section 1: No employee shall engage in any strike, sit-in, slowdown, cessation or stoppage or interruption of work, boycott, sympathy strike, or other interference with the operations of the Employer during the term of this Agreement.

Section 2: The Union, its officers, agents, representatives and members, shall not in any way, directly or indirectly, authorize, assist, encourage, participate in or sanction any strike, sit-down, sit-in, cessation, or stoppage or interruption of work, boycott, sympathy strike, or other interference with the operations of the Employer, or ratify, condone or lend support to any such conduct or action.

Section 3: In addition to any other liability, remedy or right provided by applicable law or statute, should a strike, sit-down, sit-in, slowdown, cessation or stoppage or interruption of work, boycott, sympathy strike, or other interference with the operations of the Employer occur, the Union, within twenty-four (24) hours of a request by the Employer shall:

- A. Advise the Employer in writing that such action by the employees has not been called or sanctioned by the Union.
- B. Notify employees in writing of its disapproval of such action and instruct such employees to cease such action and return to work immediately.
- C. Post notices at Union bulletin boards advising that it disapproves of such action and instructing employees to return to work immediately.

Section 4: The Employer agrees that it will not lock out employees during the term of this Agreement.

Section 5: Nothing contained herein shall preclude the Employer from obtaining judicial restraint and damages in the event of a violation of this Article.

ARTICLE 14 NON-DISCRIMINATION

The Employer agrees that it will not interfere with the right of its employees to become members of the Union. It is further mutually agreed that there shall be no discrimination, restraints, or coercion against any employee or any individual being considered for employment because of age, race, color, creed, sex, or national origin.

If, prior to filing a grievance under this section, or while a grievance proceeding concerning this section is in progress, an employee seeks resolution of the matter in any forum, whether administrative or judicial, the Employer shall have no obligation to entertain or proceed further with the matter pursuant to the grievance procedure.

ARTICLE 15 VACATIONS

Section 1: Full-time employees desiring a specific vacation period shall submit a written request for such time to the Marshall County Engineer. Requests must not be for less than one (1) day.

Section 2: Election of vacation periods shall be completed by March 1 of each year. Subsequent vacation days shall be allotted by seniority on a first come first served basis. The Marshall County Engineer will assign vacation days allowed on a seniority basis as determined to be consistent with the operations and needs of the office. Insofar as possible, vacations will be granted at the time the employee most desires. However, the Employer reserves the right to allot vacation periods to insure the orderly operation of the office.

Section 3: If an employee is called in during their vacation time due to an Employer-declared emergency, the employee will be allowed to carry over into the next fiscal year the vacation time that would have been used.

Section 4: Employees earn vacation time in accordance with the following schedule which is based upon continuous years of service.

1. One week with full pay after one year of service based on employee's anniversary date.
2. Two weeks with full pay after two years of service based on employee's anniversary date.
3. Three weeks with full pay after five years of service based on employee's anniversary date.

4. Four weeks with full pay after fifteen years of service based on employee's anniversary date.

In the event of termination of employment the employee will receive a pro-rated vacation allowance in accordance with their anniversary date of employment.

At the discretion of their supervisor, employees may carry over one (1) week of unused vacation to the next year.

Unused vacation will not be compensated for at the end of the year.

Section 5: In the event of cancellation of vacation in accord with Section 3, the affected employee, if forced by the Employer to cancel the vacation, shall be compensated for all verified out of pocket non-refundable, vacation expenses.

ARTICLE 16 SICK LEAVE

Section 1: First year full-time employees shall be allowed six (6) days sick leave when they have completed six (6) months of employment. All full-time employees shall accumulate sick leave at the rate of seven (7) days per fiscal year. Sick leave may be used for illness, disability or injury; and, documentation of such may be requested. Employees shall be allowed to carry over from year to year of continuous service days of sick leave. Employee may claim a maximum of 75 sick days. Unused sick leave will not be paid but will be subject to the provisions of the Illinois Pension Code, 40 ILCS 5/1 et seq. employees applying for a retirement annuity shall be entitled to creditable service for accumulated unused sick leave.

Section 2: Miscellaneous Provisions

- A. An employee must notify the Foreman or his/her designate in advance of schedule tour of duty if unable to work. The illness must be verifiable and legitimate.
- B. If an employee receives workmen's compensation or wage payments mandated by law, the granting of sick days will not be allowed for the same period of time. If sick day pay has already been claimed, it will be repaid to the County within 30 days.
- C. An employee requested to go to a Marshall County Highway Dept. prescribed doctor (acting as a medical agent for the county), shall not be expected to pay medical expenses charged by said doctor.

- D. If the employee is not satisfied with medical procedure, findings, diagnosis, etcetera; the employee will be allowed to submit to a second medical examination given by a doctor of the employee's choice. Any additional examinations will be the financial responsibility of the employee.
- E. Employees who call in sick the day prior to one of the authorized holidays will forfeit all rights to receive holiday pay for the holiday unless circumstances are sanctioned as excusable by the Marshall County Highway Engineer.
- F. Any employee who is off work for five (5) or more work days will be required to have a medical release by his/her doctor to insure employee is able to perform his/her work as required by their job assignment.

ARTICLE 17 PERSONAL LEAVE

Full-time employees shall be permitted four (4) days off during each fiscal year for personal business, or serious injury. Approval is needed before this action is taken. These personal days cannot be accumulated from one year to the next. Personal days may be taken in multiples of half days.

ARTICLE 18 BEREAVEMENT DAYS

- Section 1: When a death occurs in an employee's immediate family (mother, father, spouse, children, brother, sister, grandparent, mother-in-law, father-in-law, step-parent, step-child, brother-in-law, sister-in-law, grandchild, guardian) the employee will receive up to three (3) paid days of bereavement leave based on their straight time earning
- Section 2: Bereavement pay will not be paid for time for which an employee receives time off under some other policy such as holiday, vacation, sick days or personal days.
- Section 3: The three (3) days for a death in the immediate family will consist of one of the following:
 - A. The day before the funeral, the day of the funeral and the day after the funeral.

B. The day of the funeral and the two days following the funeral.

C. The two (2) days preceding the funeral and the day of the funeral.

Section 4: In any instance, if one or both of the employee's days off fall during the three (3) day period, the day off will not be compensated for, nor will the employee be able to take additional days with pay other than the three (3) methods stated above.

Section 5: If requested, employees will produce appropriate evidence (such as newspaper obituaries) to receive bereavement pay.

ARTICLE 19 JURY DUTY

Section 1: All regular full-time employees called for jury duty will receive the difference between pay for their regular corresponding work day and actual payment received for jury service for each day of jury duty to a maximum of ten (10) days pay for each fiscal year, unless approved by Marshall County Highway Engineer.

Section 2: When such employees report for jury service on a scheduled workday, they will not unreasonably be required to report for work that particular day.

Time spent on jury service will be considered time worked for purposes of Employer contributions.

ARTICLE 20 DISCHARGE OR SUSPENSION

Section 1: The Employer shall neither discharge nor suspend any non-temporary or non-probationary employee without just cause. Discharges or suspensions shall be preceded by at least one written warning notice of the complaint (with a copy to the Union), unless just cause will allow for summary dismissal or suspension.

Section 2: The warning notice, as herein provided, shall remain in effect for a period of one (1) year from date of said warning notice.

Section 3: Discharge must be by proper written notice to the employee and the Union affected. Any employee may request an investigation as to his discharge or suspension. Should such investigation prove that an injustice has been

done to an employee, he shall be reinstated and compensated at his usual rate of pay while he has been out of work.

- Section 4: Appeals from discharge or suspension must be taken within ten (10) calendar days by written notice and a decision reached within twenty (20) calendar days from the date of discharge or suspension.
- Section 5: Full-time Highway Maintenance employees whose employment is terminated by the Employer shall be paid for unused vacation and personal days prorated from the beginning of the fiscal year of termination of employment at the employee's regular rate. Sick days shall be treated in accordance with the Sick Leave Article of this Agreement. Employees discharged for cause shall be paid such benefits as mandated by law.
- Section 6: Marshall County Highway Dept. staff employees report to and receive work assignments from the Marshall County Highway Engineer or designee.
- Section 7: An employee who is unable to report for work for any reason must notify the Marshall County Highway Engineer or designee in advance of scheduled tour of duty.

ARTICLE 21 PROTECTION OF RIGHTS

It shall not be a violation of this Agreement, and it shall not be cause for discharge or discipline if an employee refused to pass through a legally established primary picket line. Nothing in this Article shall limit the rights of the parties under the Illinois Labor Relations Act.

ARTICLE 22 IMRF

The Employer will provide a retirement program through the Illinois Municipal Retirement Fund on the same terms and conditions as Marshall County will make available to the County employees.

ARTICLE 23 SEPARATION NOTICE

All employees in good standing who choose to separate themselves from service in the Marshall County Highway Dept. shall be entitled to payment for all unused vacation time provided ten (10) working days notice of the intent to separate is given prior to the separation.

ARTICLE 24
CHECKOFF

- Section 1: The Employer agrees to deduct from the pay of all employees covered by this Agreement, dues, initiation fees, and/or uniform assessments of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union such deductions prior to the end of the month for which deduction is made. Where laws require written authorization by the employee, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law. The Local Union shall furnish the Employer a list of those for whom dues and/or uniform assessments shall be checked off.
- Section 2: Any present full-time employee who is not a member of the Union shall be required to pay a fair share (not to exceed the amount of Union dues) to the cost of the collective bargaining process and contract administration in pursuing matters affecting wages, hours, and other conditions of employment, but not to exceed the amount of dues uniformly required of members. All employees' hired on or after the effective day of this Agreement and who have not made application for membership shall, on or after the thirtieth (30th) day of their hire, also be required to pay a fair share as defined above.

The Employer shall, with respect to any employee on whose behalf the Employer has received a written authorization and assignment as provided for above, deduct from the wages of the employee the fair share financial obligation, including any retroactive amount due and owing and shall forward said amount to the Union on the tenth (10th) day of the month following the month in which the deduction is made.

Full-time employees who have not signed a written authorization for the employer to deduct from their wages the fair share obligation, shall be required to remit their fair share obligation as calculated by the Union no later than the tenth (10th) day of the month following any month in which they worked and had earnings under this Agreement.

- Section 3: The Teamsters Local Union No. 627 shall indemnify, defend and hold the Employer harmless against any claim, demand, suit or liability arising from any action taken by the Employer in complying with this Article.

ARTICLE 25
CLOTHING ALLOWANCE

The Employer will reimburse all Marshall County Highway employees covered under this collective bargaining agreement up to Two Hundred Dollars (\$200.00) per calendar year for safety items (i.e., Steeled-toed boots, safety glasses, etc.).

The employees will submit a receipt for purchase and upon approval by the Marshall County Engineer a check will be issued at the next billing cycle.

ARTICLE 26
TERM OF AGREEMENT

Section 1: Except as noted in Section 2 of this Article, this Agreement shall be in full force and effect from December 1, 2017 through November 30, 2020, inclusive, and shall continue in full force and effect from year to year thereafter unless written notice of desired to cancel or terminate the Agreement is served by either party upon the other no later than sixty (60) days prior to the date of expiration.

Section 2: It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement, but desire to negotiate changes or revisions in the Agreement, either party may serve upon the other a notice, at least sixty (60) days prior to November 30, 2020, or any subsequent year, that such party desires to revise terms or conditions of the Agreement.

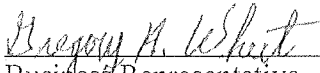
FOR THE EMPLOYER:



Marshall County Highway Engineer

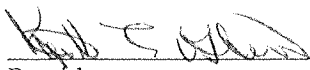
Date: 4-26-18

FOR THE UNION:



Business Representative
Teamsters Local Union #627

Date: 4-26-18



President
Teamsters Local Union 627

Date: 4-26-18

FILED

MAY 03 2018

Deanna
MARSHALL COUNTY CLERK/RECORDER

#18.402

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE MARSHALL COUNTY CIRCUIT CLERK

AND

TEAMSTERS LOCAL UNION NO. 627

ON BEHALF OF THE

OFFICE STAFF EMPLOYEES

EFFECTIVE: DECEMBER 1, 2017 – NOVEMBER 30, 2020

PREAMBLE

This Agreement is entered into by and between the MARSHALL COUNTY CIRCUIT CLERK (hereinafter "the Employer") and the TEAMSTERS LOCAL UNION NO. 627 (hereinafter "the Union") for Office Staff Employees.

It is the purpose of this Agreement to establish wages, benefits and other terms and conditions of employment of employees covered by this Agreement and to provide for equitable adjustment and resolution of differences which may arise from time to time over negotiations, interpretation and application of this Agreement.

The Agreement upon passage and ratification by the Employer and the Union for Circuit Clerk Office Staff Employees of Marshall County shall be signed by the representatives of the Employer and the Union for Circuit Clerk Office Staff.

Nothing contained within this Agreement will be altered, deleted, added, revised or amended in any fashion in a unilateral manner without the approval and prior sanctioning by the negotiating parties.

ARTICLE 1 RECOGNITION

Pursuant to Sections 6(c) and 9(d) of the Illinois Public Labor Relations Act, the Employer recognized the International Brotherhood of Teamsters Local Union No. 627 as the exclusive representative of all the employees in the unit set forth below, found to be appropriate for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, or other conditions of employment.

UNIT:

Included: All full-time and regular part-time employees employed by the Employer in its Lacon, Illinois facility in the following job titles: Chief Deputy Clerk, Deputy Clerk, Secretary and General Office / Microfilm.

Excluded: All other employees employed by the Marshall County Circuit Clerk and all supervisory, managerial and confidential employees as defined by the IPLRA and all other persons excluded from coverage under the IPLRA.

ARTICLE 2 RESERVATION OF RIGHTS

Section 1: It is essential to the function of the judiciary that subject to the general administrative and supervisory authority of the Illinois Supreme Court and the Chief Judge of the 10th Judicial Circuit, the Employer retains the right

to manage and direct its employees in the manner it considers best to carry out its legal obligations. Therefore, except to the specific extent that a subject with respect to the employment relationship is expressly restricted herein, the Employer expressly retains the right to take any action which does not conflict with applicable law.

Section 2: Each employee is required to report for work outside his or her assigned work hours when requested by the Circuit Clerk or Office Supervisor in order to meet the demands of the judiciary in cases of emergency as determined by the Circuit Clerk. Failure to report for work when requested to do so, without a good sufficient reason, may result in disciplinary action. Employees must have on file a phone number and address where they may be reached in cases of emergency. Failure or refusal to do so will result in disciplinary action.

Section 3: Courteous deportment is required of all employees in their dealings with the public, their subordinates, and each other.

Section 4: All full-time and regular part-time employees whose employment is terminated by the Employer for reasons other than discharge for cause shall be paid for unused vacation or personal days prorated from the beginning of the fiscal year (December 1) to the date of termination of employment at the employee's regular hourly rate.

ARTICLE 3

GRIEVANCE PROCEDURE AND ARBITRATION

Section 1: For the purpose of this Agreement, the term grievance shall mean a dispute or difference of opinion raised by one or more employees against the Employer involving the meaning, interpretation, or application of the express provision of this Agreement. In the event a grievance arises regarding the agreement between the Union, any employee, and the Employer, such grievance shall be, during the term of this Agreement, determined in accordance with the following procedure:

- A. There shall always be a sincere effort by both the Circuit Clerk and Office Supervisor to settle minor disputes or complaints at the lowest possible level of management before the problem goes to the next higher step. An employee who has a grievance must first discuss it with the Office Supervisor. The grievance must be presented within three (3) working days after the employee knew or reasonably should have known of the event giving rise to the grievance. The Office Supervisor shall give due consideration to the problem and shall attempt to reach a satisfactory settlement within three (3) working days if it is within the scope of his or her authority. If satisfactory settlement cannot be reached or if the settlement is not within the

scope of the Office Supervisor's authority, the employee shall reduce his/her grievance to writing and submit to the Circuit Clerk who shall forward it to the Union. The Circuit Clerk will deliver a written decision to the employee and the Union within fourteen (14) days of the receipt of such grievance. If the problem has not been settled, at this point, the employee and the Union or the Employer may invoke arbitration procedures as provided in the paragraph below.

- B. If the problem is not corrected by the above steps, it shall then be submitted to a committee for arbitration, comprised of three (3) members (one to be chosen by the Employer, or by the Union, and the third by the first two). If the first two committee members are unable to agree upon such third person, they shall jointly request the Illinois Arbitration Service, Illinois Department of Labor, to furnish them with a list of names of five (5) impartial arbitrators. Both the Employer committee member and the Union committee member shall have the right to strike two (2) names from the list. One member shall strike the first name, the other member shall then strike second name, the first member a third name, and other member a fourth name. The person whose name remains upon the list shall be the third member of the committee and shall be chairman thereof. The decision of this committee shall be rendered within twenty (20) calendar days of the date the controversy was submitted to the committee. The express of such arbitration shall be shared equally between the parties hereto.
- C. No grievance shall be submitted to arbitration unless the demand therefore is made within ten (10) calendar days after the answer which is deemed unsatisfactory. The arbitration committee shall be formed within twenty (20) calendar days after the demand is made.
- D. The arbitrator shall not have the authority to change, alter, modify, or add to any terms or provisions of this agreement, nor to interpret any State or Federal statute when compliance or noncompliance therewith shall be at issue.

ARTICLE 4

SEPARABILITY AND SAVINGS CLAUSE

Section 1: If any article or section of this Agreement or any riders thereto shall be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any article should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and any riders thereto as to which compliance with or enforcement of has been restrained, shall be affected thereby.

Section 2: In the event that any article or section is held invalid by enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint.

ARTICLE 5

SCOPE OF AGREEMENT

This Agreement shall apply only to the employees of the Marshall County Circuit Clerks Office who are members of Teamsters Local Union No. 627, as defined in ILRB Case No. S-RC-93-4.

ARTICLE 6

WAGES

Section 1: Effective December 1, 2017 wages for employees of Marshall County Circuit Clerk shall be Sixteen Dollars and Seventy Four Cents (\$16.74) per hour.

Effective December 1, 2018 wages for employees of Marshall County Circuit Clerk shall be Seventeen Dollars and Seven Cents (\$17.07) per hour.

Effective December 1, 2019 wages for employees of Marshall County Circuit Clerk shall be Seventeen Dollars and Forty One Cents (\$17.41) per hour.

Section 2: If during the term of this Agreement, the County provides better wage increases or benefits to other employees covered by a Collective Bargaining Agreement, the County will provide the same percentage improvement to these Bargaining Unit employees.

ARTICLE 7

HOURS OF WORK, OVERTIME, CALL-IN

Section 1: The workweek shall consist of five (5) consecutive days, 8:30 a.m. to 12:00 p.m. and 1:00 p.m. to 4:30 p.m. Monday through Friday. However, the parties recognize that practical and legal considerations may cause the Employer to make changes because of the County's control over the building, or because of the Employer's obligations to her office and the judiciary as set forth in the Illinois Constitution and Illinois statutes. Additionally, following notice to the Union, and Employer-Union discussions, if requested by the Union, the Circuit Clerk may reduce hours for purposes of avoiding layoffs.

Section 2: An Employee will not be allowed to fill in or trade time with another employee if it will result in overtime payment to the affected employee. All fill-ins or trades will require prior approval by the Circuit Clerk or Office Supervisor.

Section 3: All work performed other than during the normally schedule work hours shall be paid by means of either 1/5 times the employee's hourly or compensatory time off at the rate of 1/5 times the amount of time worked. The Employer shall determine the

means of compensation for all work governed by this section.

- Section 4: Full-time employees who are working an assigned work week or hours who are called into the office early, or back to the office after the employee has left, will be allowed a minimum of two (2) hours compensatory time off.
- Section 5: At any time, an overtime rate is computed under any provisions of this agreement, said overtime pay shall be based on the employee's hourly rate. If not specifically set forth in the wage article, the hourly rate shall be determined by dividing the employee's annual salary by 1,820. Compensation shall not be paid more than once for the same hours under any provision of this agreement.
- Section 6: To the extent practicable, call-ins and overtime shall be distributed equally, consistent with qualifications. No overtime compensation will be granted unless expressly authorized by Employer.
- Section 7: Normally, employees working a full day shall receive two fifteen (15) minute paid breaks; one in the A.M. and one in the P.M., and one (1) hour continuous paid lunch break.
- a. Breaks, other than those referenced in Paragraph C, below, shall be staggered. Meal breaks shall be scheduled for 12:00 p.m. to 1:00 p.m.
 - b. The fifteen (15) minute breaks must be taken at the job site.
 - c. Employees assigned to a courtroom shall take their meal break and their fifteen (15) minute breaks when the court recesses or adjourns.

ARTICLE 8 SENIORITY

- Section 1: For the purpose of obtaining the employment benefits, except health and life insurance and deferred compensation, all employees will serve a six (6) months probationary period as a prerequisite to eligibility. After completion of this probationary period, the employee's permanent seniority date will be the date on which he or she first started continuous employment. Promotions, reductions in force and leaves of absence will be based on seniority standing in the Circuit Clerk's office provided that employees are qualified, competent and equal in skills. Vacation and personal time will be received as stated in Article 16 and Article 18.
- Section 2: In computing employment benefits such as vacations, longevity pay increase, sick or personal days, the seniority dates will be that date on which the employee began continuous employment with the Employer.
- Section 3: Any full-time employee whose continuous employment is ended by a reduction in work force, lay-offs, authorized leave of absence, or disability will not lose seniority standing when returning to full-time employment with the Employer if recalled within eighteen (18) months of initial terminations. There is not retroactive accrual of benefits based on seniority.

Section 4: Any employee who voluntarily discontinues his/her employment with the Employer and is later rehired will have seniority as of the date of reemployment.

ARTICLE 9
DEFINITION OF EMPLOYEE STATUS

Probationary Employee: Any employee employed less than six (6) months.

Part-time Employee: Any employee working less than thirty (30) hours per week on a regular basis.

Temporary Employee: Any employee hired for a limited time (must be less than 90 days), or under federal, state, or locally administered employment or training program, may work forty (40) hours a week.

ARTICLE 10
HOLIDAY SCHEDULE

Full-time employees are eligible for paid holidays, based on their regular corresponding workday. In order to receive holiday pay, an employee must work the employee's last scheduled day before and first schedule day after the holiday unless such employee is absent from work with the approval of the Employer.

Holidays shall be those designated by the Illinois Supreme Court or the Chief Judge of the Tenth Judicial Circuit, subject to the general administrative and supervisory authority of the Illinois Supreme Court. Holidays declared by the County shall be extended to employees of the Circuit Clerk's office, conditional on approval by the Chief Judge of the Tenth Judicial Circuit or the Illinois Supreme Court.

ARTICLE 11
HEALTH AND LIFE INSURANCE

Section 1: The Employer agrees to contribute to the Central State, Southeast and Southwest Areas Health and Welfare Fund for each full time Employee performing work under this agreement.

Contributions shall begin on Employees first day of Employment.

The Employer agrees to the following Health and Welfare contribution rates for Plan MB without Retiree Coverage, per participant, per week as follows:

<u>Date</u>	<u>Member</u>	<u>Member & Child</u>	<u>Member & Spouse</u>	<u>Family</u>
12/31/17	\$141.00	\$184.40	\$291.50	\$407.10
12/30/18	\$149.50*	\$195.50*	\$309.00*	\$431.50*
12/29/19	\$164.40*	\$215.00*	\$339.90*	\$474.70*

Not to exceed rates *

The Employer agrees to pay the entire Member Only coverage amount each year of the agreement for each Employee covered by this agreement. If an Employee elects any other tier other than Member only, the Employee will have the contribution rate difference taken from their paychecks through payroll deduction for the elected Tier of coverage for each Employee covered by the agreement, regardless of whether the Employer can collect co-pays from the Employees.

Employee required weekly contributions for Member Health and Welfare to be deducted by payroll deductions, (pre-tax) shall be as follows:

<u>Date</u>	<u>Calculation</u>	<u>Co-Pay</u>
12/31/17	(Actual rate per week) minus (\$97.20) X 50%	\$22.00 per week
12/30/18	(Actual rate per week) minus (\$105.00) X 50%	\$22.25 per week*
12/29/19	(Actual rate per week) minus (\$110.00) X 50%	\$27.20 per week*

Not to exceed rates*

Any decrease in the cost of the insurance plan in effect, shall be split equally between the parties.

If an Employee is injured on the job or is unable to work because of an illness, the Employer will continue to make health and welfare contributions for up to six (6) months or until the employee returns to work or becomes eligible for IMRF disability benefits, whichever is sooner.

If an Employee is injured off the job and is unable to work, the Employer will continue to make health and welfare contributions for up to 60 days or until the employee returns to work or becomes eligible for JMRF Disability Benefits, whichever is sooner.

ARTICLE 12 DEFERRED COMPENSATION

Subject to state and federal law, the County will make available to full-time Circuit Clerk's office employees, a reasonable deferred compensation plan on the same terms and conditions as the County continued to provide to other employees.

ARTICLE 13 STEWARDS

Section 1: The Employer recognizes the right of the Union to designate Job Stewards. The authority of Job Stewards so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

The investigation and presentation of grievances with the Employer or the designated Employer representative in accordance with the provisions of the collective bargaining agreement.

Section 2: The names of the employees so designated shall be submitted promptly in writing to the Employer. Any subsequent changes shall also be submitted promptly in writing to the Employer.

ARTICLE 14
UNION COOPERATION/NO STRIKE-NO LOCK OUT

- Section 1: No employee shall engage in any strike, sit-in, slowdown, cessation or stoppage or interruption of work, boycott, sympathy strike, or other interference with the operations of the Employer during the term of this Agreement.
- Section 2: The Union, it's officers, agents, representatives and members, shall not in any way, directly or indirectly, authorize, assist, encourage, participate in or sanction any strike, sit-down, sit-in, cessation, or stoppage or interruption of work, boycott, sympathy strike, or other interference with the operations of the Employer, or ratify, condone, or lend support to any such conduct or action.
- Section 3: In additions to any other liability, remedy or right provided by applicable law or statute, should a strike, sit-down, sit-in, slowdown, cessation or stoppage or interruption of work, boycott, sympathy strike or other interference with the operations of the Employer occurs, the Union, within twenty-four (24) hours of a request by the Employer shall;
- A. Advise the Employer in writing that such action by the employees has not been called or sanctioned by the Union.
 - B. Notify employees in writing of its disapproval of such action and instruct such employees to cease such action and return to work immediately.
 - C. Post notices at Union bulletin boards advising that it disapproves of such action and instructing employees to return to work immediately.
- Section 4: The Employer agrees that it will not lock out employees during the term of this Agreement.
- Section 5: Nothing contained herein shall precluded the Employer from obtaining judicial restraint and damages in the event of a violation of this Article.

ARTICLE 15
NON-DISCRIMINATION

The Employer agrees that it will not interfere with the right of its employees to become members of the Union. It is further mutually agreed that there shall be no discrimination, restraints, or coercion against any employee or any individual being considered for employment because of age, race, color, creed, sex, or national origin.

If, prior, to filing a grievance under this section, or while a grievance proceeding concerning this section is in progress, an employee seeks resolution of the matter in any forum, whether administrative or judicial, the Employer shall have no obligation to entertain or proceed further with the matter pursuant to the grievance procedure.

ARTICLE 16
VACATIONS

- Section 1: Full-time employees desiring a specific vacation period shall submit a written request for such time to the Office Supervisor or the Circuit Clerk. Requests must not be for less than one (1) day.
- Section 2: Election of vacation periods shall be completed by March 1 of each year. Subsequent vacation days shall be allotted by seniority on a first come first served basis. Supervisor will assign vacation days allowed on a seniority basis as determined to be consistent with the operations and needs of the office. Insofar as possible, vacations will be granted at the time the employee most desires. However, the employer reserves the right to allot vacation periods to insure the orderly operation of the office.
- Section 3: If an employee is called in during their vacation time due to an Employer-declared emergency, the employee will be allowed to carry over into the next fiscal year the vacation time that would have been used.
- Section 4: Employees earn vacation time in accordance with the following schedule which is based upon continuous years of service.
1. One week with full pay after one year of service based on employee's anniversary date.
 2. Two weeks with full pay after two years of service based on employee's anniversary date.
 3. Three weeks with full pay after five years of service based on employee's anniversary date.
 4. Four weeks with full pay after fifteen years of service based on employee's anniversary date.

At the discretion of their supervisor, employees may carry over one (1) week of unused vacation to the next year. In the event of termination of employment, the employee will receive a pro-rated vacation allowance in accordance with their anniversary date of employment.

Unpaid days off will not be allowed until all vacation or personal days have been taken.

Unused vacation will not be compensated for at the end of the year.

- Section 5: In the event of cancellation of vacation in accord with Section 3, the affected employee, if forced by the Employer to cancel the vacation, shall be compensated for all verified out of pocket non-refundable, vacation expenses.

ARTICLE 17
SICK LEAVE

- Section 1: First year full-time employees shall be allowed six (6) days sick leave when they have completed six (6) months of employment. All full-time employees shall accumulate sick leave at the rate of seven (7) days per fiscal year. Sick leave may be used for illness, disability or injury; and, documentation of such may be requested.

Subject to the provisions of the Illinois Pension Code, 40ILCS 5/1 et seq. Retiring IMRF members may qualify for a maximum of one-year additional pension service

credit for unpaid, unused sick leave accumulated at the rate of one month for every twenty (20) days of unpaid, unused sick leave or fraction thereof. Marshall County JMRF Administrator can provide information on the specific details for receiving this additional pension service credit. While an employee is off duty because of illness, additional sick leave is not accumulated.

Section 2: Miscellaneous Provisions

- A. An Employee must notify the Circuit Clerk or his/her designate in advance of schedule tour of duty if unable to work. The illness must be verifiable and legitimate.
- B. If an employee receives workmen's compensation or wage payments mandated by law, the granting of sick days will not be allowed for the same period of time.
- C. An employee requested to go to a Circuit Clerk prescribed doctor (acting as a medical agent for the municipality), shall not be expected to pay medical expenses charged by said doctor.
- D. If an employee is not satisfied with medical procedure, findings, diagnosis, etcetera; the employee will be allowed to submit to a second medical examination given by a doctor of the employee's choice. Any additional examinations will be the financial responsibility of the employee.
- E. Employees who call in sick the day prior to one of the authorized holidays will forfeit all rights to receive holiday pay for the holiday unless circumstances are sanctioned as excusable by the Circuit Clerk.
- F. Any employee who is off work for five (5) or more work days will be required to have a medical release by his/her doctor to insure employee is able to perform his/her work as required by their job assignment.

ARTICLE 18
PERSONAL LEAVE

Full-time employees shall be permitted four (4) days off during each fiscal year for personal business, or serious injury. Approval is needed before this action is taken. These personal days cannot be accumulated from one year to the next. Personal days may be taken in multiples of half days. Unused Personal days will not be compensated. Unpaid days off will not be allowed until all vacation or personal days have been taken.

ARTICLE 19
BEREAVEMENT DAYS

Section 1: When a death occurs in an employee's immediate family (mother, father, spouse, children, brother, sister, grandparent, step-parent, step-child, mother-in-law, father-in-

law, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, grandchild, or guardian) the employee will receive up to three (3) days of bereavement leave based on their straight time earnings.

Section 2: Bereavement pay will not be paid for time for which an employee receives time off under some other policy such as holiday, vacation, sick days or personal days.

Section 3: The three (3) days for a death in the immediate family will consist of one of the following:

A. The day before the funeral, the day of the funeral and the day after the funeral.

B. The day of the funeral and the two days following the funeral.

C. The two (2) days preceding the funeral and the day of the funeral.

Section 4: In any instance, if one or both of the employee's days off fall during the three (3) day period, the day off will not be compensated for, or will the employee be able to take additional days with pay other than the three (3) methods stated above.

Section 5: If requested, employees will produce appropriate evidence (such as newspaper obituaries) to receive bereavement pay.

ARTICLE 20 **JURY DUTY**

Section 1: All regular full-time employees called for jury duty will receive the difference between pay for their regular corresponding work day and actual payment received for jury service for each day of jury duty to a maximum of ten (10) days' pay for each fiscal year.

Section 2: When such employees report for jury service on a scheduled workday, they will not unreasonably be required to report for work that particular day.

Time spent on jury service will be considered time worked for purposed of Employer Contributions.

ARTICLE 21 **DISCHARGE OR SUSPENSION**

Section 1: The Employer shall neither discharge nor suspend any non-temporary or non-probationary employee without just cause. Discharges or suspensions shall be preceded by at least on written warning notice of the complaint (with copy to the Union), unless just cause will allow for summary dismissal or suspension.

Section 2: The warning notice, as herein provided, shall remain in effect for a period of two years from the date of said warning notice.

Section 3: Discharge must be by proper written notice to the employee and the Union affected.

Any employee may request an investigation as to his discharge or suspension. Should such investigation prove that an injustice has been done an employee, he shall be reinstated and compensated at his usual rate of pay while he has been out of work.

- Section 4: Appeals from discharge or suspension must be taken within ten (10) calendar days by written notice and a decision reached within twenty (20) calendar days from the date of discharge or suspension.
- Section 5: Full-time Circuit Clerk office staff employees whose employment is terminated by the Employer for reasons other than discharge for cause shall be paid for unused vacation and personal days prorated from the beginning of the fiscal year of termination of employment at the employee's regular rate. Sick days shall be treated in accordance with the Sick Leave Article of this Agreement. Employees discharged for cause shall be paid such benefits as mandated by law.
- Section 6: Circuit Clerk office staff employees report to and receive work assignments from the Circuit Clerk or her designee.
- Section 7: An employee who is unable to report for work for any reason must notify the Circuit Clerk or her designee in advance of scheduled tour of duty.

ARTICLE 22

PROTECTION OF RIGHTS

It shall not be a violation of this Agreement, and it shall not be cause for discharge or discipline if an employee refused to pass through a legally established primary picket line. Nothing in this Article shall limit the rights of the parties under the Illinois Labor Relations Act.

ARTICLE 23

IMRF

The Employer will provide a retirement program through the Illinois Municipal Retirement Fund on the same terms and conditions as Marshall County will make available to the County employees.

ARTICLE 24

CLOSURE OF COURTHOUSE

When the courthouse is closed (for any reason) the Circuit Clerk's employees will be treated with the same terms and conditions as Marshall County makes available to the Marshall County employees, with no loss of pay or benefits.

ARTICLE 25

SEPARATION NOTICE

All employees in good standing who choose to separate themselves from service in the Circuit Clerk's office shall be entitled to payment for all unused vacation time provided ten (10) working days' notice of the intent to separate is given prior to the separation.

ARTICLE 26 CHECKOFF

Section 1: The Employer agrees to deduct from the pay of all employees covered by this Agreement, dues, initiation fees, and/or uniform assessments of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union such deductions prior to the end of the month for which deduction is made. Where laws require written authorization by the employee, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law. The Local Union shall furnish the Employer a list of those for whom dues and/or uniform assessment shall be checked off.

Section 2: Any present full-time employee who is not a member of the Union shall be required to pay a fair share (not to exceed the amount of Union dues) to the cost of the collective bargaining process and contract administration in pursuing matters affecting wages, hours, and other conditions of employment, but no to exceed the amount of dues uniformly required of members. All employee's hired on or after the effective day of this Agreement and who have not made application for membership shall, on or after the thirtieth (30th) day of their hire, also be required to pay a fair share as defined above. The fair share obligation shall be the same as above for part-time employees.

The Employer shall, with respect to any employee on whose behalf the Employer has received a written authorization and assignment as provided for above, deduct from the wages of the employee the fair share financial obligation, including any retroactive amount due and owing and shall forward said amount to the Union on the tenth (10th) day of the month following the month in which the deduction is made.

Full-time and Part-time Employees who have not signed a written authorization for the employer to deduct from their wages the fair share obligation shall be required to remit their fair share obligation as calculated by the Union no later than the tenth (10th) day of the month following any month in which they worked and had earnings under this Agreement.

Section 3: The Teamsters Local Union No. 627 shall indemnify, defend and hold the Employer harmless against any claim, demand, suit or liability arising from any action taken by the Employer in complying with this article.

ARTICLE 27 RESOLUTION OF IMPASSE


All impasses on economic matters shall be resolved according to the provision of Section 14 of the Illinois Public Labor Relations Act, except that all arbitration hearings shall be conducted in Lacon, Illinois.

ARTICLE 28
TERM OF AGREEMENT

Section 1: Except as noted in Section 2 of this Article, this Agreement shall in full force and effect from December 1, 2017 through November 30, 2020, inclusive, and shall continue in full force and effect from year to year thereafter unless written notice of desired to cancel or terminate the Agreement is served by either party upon the other no later than sixty (60) days prior to the date of expiration.

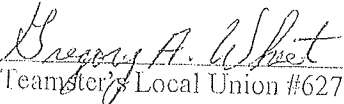
Section 2: It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement, but desire to negotiate changed or revision in the Agreement, either party may serve upon the other a notice, at least sixty (60) days prior to November 30, 2020, or any subsequent year, that such party desires to revise terms or conditions of the Agreement.

FOR THE EMPLOYER:

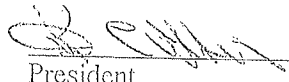

Circuit Clerk, Marshall County

Date: 04/23/18

FOR THE UNION:


Teamster's Local Union #627

Date: 4-20-2018


President
Teamster's Local Union #627

Date: 4-25-2018

