

LABOR CONTRACT

BETWEEN

BOONE COUNTY BOARD

AND

**THE INTERNATIONAL BROTHERHOOD OF
TEAMSTERS LOCAL 325**

REPRESENTING

FULL-TIME AND REGULAR PART-TIME EMPLOYEES

IN THE

BUILDING DEPARTMENT

**EFFECTIVE FOR THE PERIOD:
DECEMBER 1, 2013 THROUGH NOVEMBER 30, 2016**

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PREAMBLE

WHEREAS, the Boone County Board has voluntarily recognized the practice and procedures of collective bargaining as a fair and orderly way of conducting relations with certain employees in the County Building Department, insofar such practices and procedures do not interfere with the County's right and constitutional obligation to operate such in an efficient manner for the purposes of best serving the residents of the County, and to make clear all basic terms upon which such relationship depends; and

WHEREAS, it is the intent and purpose of the parties to set forth herein their entire agreement covering rates of pay, wages, salaries, hours and conditions of employment; and to provide the procedure for the prompt and peaceful resolution of grievances respecting the terms of this Agreement;

NOW BE IT RESOLVED, in consideration of the mutual promises and agreements herein contained, the parties do mutually promise and agree as follows:

AGREEMENT

This Agreement is entered into between the Boone County Board, hereinafter referred to as the Employer, Building Department of the County of Boone, all full-time Zoning Inspector(s), Secretary(s), Building Inspector(s), and Administrative Assistant(s), and the International Brotherhood of Teamsters Local 325.

ARTICLE I

RECOGNITION: NEW CLASSIFICATIONS

Section 1. Recognition

The Employer recognizes the Union as the sole and exclusive collective bargaining representative in all matters concerning rates of pay, wages, salaries, hours of employment and other conditions of employment for the following employees employed in the Building Department of the County of Boone as certified by the Illinois State Labor Relations Board:

Section 2. New Classifications

The Employer shall promptly notify the Union Representative within fifteen (15) days of its decision to implement any and all new classifications pertaining to work of a nature performed by employees with the above-stated bargaining unit. If a new classification is a successor title to a classification covered by this Agreement and the job duties are not significantly altered or changed, the new classification shall automatically become a part of this Agreement and the parties shall jointly file the appropriate petition for accretion with the State Labor Relations Board.

If the Classification contains a significant part of the work now being done by any of the classifications covered by this Agreement, or whose duties are similar to other bargaining unit employees, and the Union Representatives notify the Employer of a desire to meet within ten (10) days of its receipt of the Employer's notice, the parties will then meet to review the proposed classification and if unable to reach agreement as to its inclusion or exclusion from the unit, shall submit the question to Step 2 of the grievance procedure. However, the Employer is free to assign a temporary rate pending resolution of any negotiations or grievance procedures.

In the event where an arbitrator is assessing reasonableness of the proposed salary grade, he/she shall consider:

- (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 or other position classifications in the Employer's work force;
- (c) Significant differences in working conditions to comparable position classifications.

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.

ARTICLE II

MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of This Agreement, the Employer retains traditional rights to operate the County, as well as those rights enumerated within the Illinois Public Labor Relations Act. Such management rights include, but are not exclusive of the following:

- (a) to plan, direct, control and determine all operations and services of the County Building Department;
- (b) to supervise and direct employees;
- (c) to establish the qualifications for employment and to employ employees;
- (d) to establish reasonable work rules and work schedules and assign such;
- (e) to hire, promote, transfer, schedule and assign employees in positions and to create, combine, modify and eliminate positions within the County;
- (f) to suspend, demote, discharge and take other disciplinary action against employees for just cause (probationary employees without cause);
- (g) to establish reasonable work and productivity standards and, from time to time, amend such standards;
- (h) to lay off employees;
- (i) to maintain efficiency of County;
- (j) to determine the methods, means, organization, and number of personnel by which such operations and services shall be provided;
- (k) to maintain efficiency of Employer's operations;
- (l) to take whatever action is necessary to comply with State and Federal law;
- (m) to determine the kinds and amount of services to be performed as it pertains to operations and the number and kind of classification to perform such services;
- (n) to contract out for goods and/or services;
- (o) to determine the methods, means and personnel by which operations are to be conducted; and,
- (p) to take whatever action is necessary to carry out the functions of the County in emergency situations.

ARTICLE III

REPRESENTATION

Section 1. Union Representatives

The employer agrees to recognize the following Union Representatives: County Building Department - one (1) steward, and one (1) alternate for the unit.

Section 2. Administration of Agreement

The Union representatives shall provide written notice to the Employer within ten (10) working days following election or selection of its representatives who shall be responsible for the enforcement and administration of this Agreement.

Section 3. Attendance at Union Meetings

Subject to the need for orderly scheduling, the employer agrees that elected officials of the union shall be permitted reasonable time off with loss of pay to attend general board or special meetings of the union provided that at least seven (7) calendar days notice of such meetings shall be given in writing if possible to the employer and provided further that the names of all such officials and officers shall be certified in writing to the employer.

Section 4. Required Union Representatives Activity

Employees shall be allowed necessary and reasonable paid time during working hours to attend grievance hearings, labor/management and other committee meetings, and other necessary and reasonable activities so long as they have been established by this Agreement, and/or other meetings called or agreed to by the Employer if said employees are entitled or required to attend such by virtue of their status as grievant or witnesses thereto, or as designated representatives of the Union requested to assist such grievances during appropriate grievance procedures.

Section 5. Leave Without Pay to Attend Union Representatives Meetings

One (1) employee per certified bargaining unit may request a leave of absence without pay to attend Union conferences, seminars and conventions. Such request must be in writing at least fourteen (14) days prior to the requested leave of absence and shall not be compensated for by the Employer nor unreasonably withheld.

Section 6. Union Representatives Access

Union representatives or their designee shall have access to the premises of the Employer during an emergency situation in order to help resolve a serious dispute or issue. In order to receive access, such representative must provide prior reasonable notice to the Employer and make necessary arrangements so not to disrupt the work of employees. A Business Agent/International Representative of the Union, upon notifying the Employer, shall be permitted on the Employer premises during normal working hours for the purpose of investigating grievances.

Section 7. Bulletin Boards

The Employer shall provide bulletin board space.

ARTICLE IV

UNION SECURITY

Section 1. Dues Deductions/Fair Share

The Employer agrees to deduct from the pay of those employees who individually request, any or all of the following: Union membership dues, assessments, fair share payments or initiation fees. Request for any deductions shall be made on a form agreed to by the parties.

Section 2. Remittance

Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made and shall be remitted on a monthly basis to the Union in accordance with its current procedures, and at the address designated in writing by the Union. The Union shall advise the Employer of any increase in dues or other approved deductions in writing at least fifteen (15) days prior to its effective date.

Section 3. Fair Share Deductions

Employees covered by this Agreement who are not members of the Union paying dues by voluntary payroll deduction shall be required to pay in lieu of dues, their proportionate fair share of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment in accordance with the applicable Labor Relations Act. The fair share payment, as certified by the Union, shall be deducted by the Employer from the earnings of the non-member employees and shall be remitted on a monthly basis to the Union at the address designated in writing to the Employer by the Union. The Union shall advise the Employer of any increase in fair share fees in writing at least fifteen (15) days prior to its effective date. The amount constituting each non-member employee's share shall not exceed dues uniformly required to union members.

Section 4. Religious Exemption

Should any employee be unable to pay their contribution to the Union based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, such amount equal to their fair share shall be paid to a non-religious charitable organization mutually agreed upon by the employee affected and the Union. If the Union and the employee are unable to agree on the matter, such payments shall be made to a charitable organization from an approved list of charitable organizations. The employee will on a monthly basis furnish a written receipt to the Union that such payment has been made.

Section 5. Notice and Appeal

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

Section 6. Indemnification

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

Section 7. Listing

With each payment issued to the Union, representing deductions made pursuant to this Article, the Employer shall also forward a listing identifying the individual employee and due/fair share amount so deducted from their paychecks.

Section 8. Union Membership, New Employees

All new full-time employees shall become members of the Union after thirty (30) days of employment. This does not affect any provisions in the Agreement, including probationary periods.

ARTICLE V

NON-DISCRIMINATION

The Employer and the Union agree that in their respective practices and policies, and with regard to the application of any provision of this Agreement, they shall comply with, and to the extent applicable, State and Federal laws regarding non-discrimination. Use of either male or female gender in this agreement shall be construed to also refer to the other.

ARTICLE VI

NO STRIKE/NO LOCKOUT

Section 1. No Strike/Slowdown

During the term of this Agreement, neither the Union's Representatives nor any officers, agents, designees or employees or Employer shall instigate, promote, sponsor, engage in, or condone any strike (including sympathy strike), slowdown, concerted stoppage of work, or any other intentional disruption of the operations of Employer, regardless of the reasons for doing so.

Section 2. No Lockout

During the term of this Agreement, the Employer shall not instigate a lockout over a dispute with the Union Representatives so long as there is no breach of Section 1.

Section 3. Union Representatives Responsibility

Upon written notice by the Employer to the Union Representatives that certain member/employees are engaged in a violation of this Article, the Union Representatives shall immediately in writing order such members to return to work, provide Employer a copy of such, and the bargaining agent of the Union shall promptly and publicly order them to return to work and do whatever acts reasonably necessary to secure their immediate return to work.

Section 4. Penalties

Any employee engaging in activity prohibited by this Article, or who instigates or gives leadership to such activity, shall be subject to immediate discharge with loss of all benefits accrued.

Section 5. Legal Recourse

Nothing contained herein shall preclude the Employers and the Union from obtaining judicial restraint and damages in the event of a violation of this Article.

ARTICLE VII

LABOR/MANAGEMENT MEETINGS

Section 1. Labor Management Conferences

The Union and the Employers mutually agree that the interest of efficient management and harmonious employee relations, it is desirable that monthly meetings be held between Union Representatives and responsible administrative personnel representing the Employer. Such meetings may be held on a monthly basis and shall be limited to:

- (a) Discussion on the implementation and general administration of this Agreement.
- (b) A sharing of general information of interest to the parties.

The Business Agent/International Union Representative may attend these meetings.

Section 2. Purpose

It is expressly understood and agreed that such meeting shall be exclusive of the grievance procedure. The agenda for such meetings shall be established by the Employer and the Union and shall provide for "new business". Such meetings shall be chaired by the Employer Representative.

Section 3. Compliance With Laws

In order to maintain safe working conditions, the Employer shall comply with all laws applicable to its operations concerning the safety of employees covered by this Agreement. All such employees shall comply with all safety rules and regulations established by their supervisors and subject to disciplinary actions for violations therefrom.

Section 4. Unsafe Conditions

Employees who reasonably and justifiably believe that their safety and health are in danger due to an alleged unsafe working condition or equipment, shall immediately inform their supervisors who shall have the responsibility to determine what action, if any, should be taken, including whether or not the job should be discontinued.

Section 5. Safety Grievances

A grievance involving an alleged violation of this Article shall be submitted directly to Step 2 of the grievance procedure and a grievance hearing shall be promptly scheduled.

ARTICLE VIII PERSONNEL FILES

Section 1. Personnel Files

The Employer shall keep a central personnel file for each employee. The Department Head 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 written request of an employee, the Employer shall reasonably permit an employee to inspect his/her personnel file subject to the following:

- (a) Such inspection shall occur no longer than seven (7) days following receipt of the request;
- (b) Such inspection may occur during employee's working hours upon reasonably written 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 reasonable 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/her file with respect to such grievance, that employee may have a Union Representative present during such inspection and/or may inspect his/her personnel file subject to the procedures contained in this Article;
- (e) If an employee disagrees with any information contained in the personnel file, the employee may submit a written statement of his/her position which shall become an integral part of that portion of the file over which disagreement exists, until such portion is permanently removed from such file;
- (f) Pre-employment information, such as reference reports, credit checks or information provided to 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 notice by Employer when a formal, written warning or other disciplinary documentation is permanently placed in their personnel file subject to the provisions of Article 9.

ARTICLE IX

DISCIPLINE

Section 1. Discipline

The parties recognize the authority of the Employer to reprimand verbally, in writing, suspend, discharge or take other corrective action against an employee for just cause. Discipline, when Invoked, will normally be progressive in nature such as: Verbal reprimand, written reprimand, suspension(s), and discharge. However, the Employer shall have the right to invoke a penalty which is appropriate to the seriousness of an individual incident or situation.

Section 2. Investigation

The parties agree that disciplinary action must be supported by timely and accurate investigation. An employee shall be entitled upon their request to the presence of a Union steward at any meeting which discipline may or will take place, or at an investigatory interview of the employee by the Employer regarding charges which, if substantiated, could result in suspension or discharge. The employee will be advised of the nature of any disciplinary or investigatory meeting before it commences.

Section 3. Disciplinary Conferences

Whenever an employee is to be formally charged in a violation of any rule, regulation or policy, a disciplinary conference shall be scheduled and the employee shall be notified of the charge and shall have Union representation at this conference if so desired. The employee shall be informed of the nature of the charges against him/her and the reasons that disciplinary action is intended. The employee shall have the right to respond to the results of the disciplinary conference which shall become a part of the employee's record if submitted in writing by the employee.

Section 4. Disciplinary Action

The employee shall be given notice of charges and disciplinary action. Formal notification to the employee of disciplinary action shall clearly specify the charges. Any employee who alleges that disciplinary action is not based upon just cause may grieve such action pursuant to the grievance procedures.

Section 5. Limitations

The Employer agrees herein that disciplinary action shall be in a timely manner and shall not exceed thirty (30) calendar days from the date the incident giving rise to such disciplinary action or from first becoming aware of such incident and shall recognize only those disciplinary actions appropriately documented and filed in the employee's central personnel files and not other working files maintained by other management staff. Furthermore, the Employer shall, prior to actual imposition of discipline, afford the subject employee an opportunity to discuss his/her views concerning the conduct causing such disciplinary action. Such discussion should take place as soon as practicable and not be unduly or unreasonably delayed, and the employee should be informed clearly and concisely of the basis of such action. Furthermore, upon request of the employee, a Union Representative shall be allowed to be present and, if the employee approves, participate in such discussions. Any employee who alleges that disciplinary action is not based on just cause may grieve such action pursuant to the grievance procedures.

Section 6. Notice of Discipline

In the event disciplinary action is taken against an employee, other than oral discipline, the Employer shall promptly furnish written notice to the employee which shall clearly and concisely state the reasons for such discipline. Copy of such written notice shall be maintained in the employee's central personnel file.

Any record of a verbal reprimand will automatically be removed from the employee's personnel file after a period of three years from the date of the infraction.

Any record of a written reprimand will automatically be removed from the employee's personnel file after a period of five years from the date of the infraction.

Disciplinary actions greater than a written reprimand shall remain a permanent part of the employee's personnel file.

The County retains the right to retain any record of a reprimand removed from an employee's personnel file in separate, Confidential files outside of the Department provided, however, that such record, including commendations, shall not be used for purposes of promotion, demotion or discipline of the employee after removal from his personnel file.

ARTICLE X

GRIEVANCE PROCEDURE

Section 1. Definition of a Grievance

A grievance is defined as any meritorious difference, complaint, or dispute between the Employer and the Union Representatives or any employee(s) regarding the application, meaning or interpretation of this Agreement or past practice. The parties will make every effort to settle grievances at the earliest possible step.

Section 2. Grievance

A written grievance shall contain a statement of the grievant's complaint, the Article and Section of the Agreement or past practice allegedly violated, the date of the alleged violation, the relief sought and the signature of the grieving employee(s) and the date.

Section 3. Grievance Procedure

Step 1. The Union Representative and/or employee, shall take up the grievance or dispute with the Department Head within seven (7) calendar days of the date of the incident giving rise to the grievance or the employee's knowledge of its occurrence.

This shall occur only if the nature of the grievance is noneconomic.

If the grievance relates to wages or benefits, it shall be referred to Step 2 and shall bypass Step 1. The Department Head shall attempt to adjust the matter and shall respond to the Union Representative and/or the employee within seven (7) calendar days.

Step 2. If the grievance still remains unsettled, it may be appealed to the Department Head, the County Board Chairman, the Mayor of Belvidere, the respective Oversight Committee Chairpersons and/or their designee(s). Such appeal to Step 2 shall be by the Union and on the space provided on the grievance form within five (5) calendar days after receipt of the Department Head's answer, unless the grievance is initiated at Step 2. Grievances must be answered by the employer in writing on the grievance form within fifteen (15) calendar days after the meeting.

Step 3. A grievance not settled in the prior step may be referred to arbitration by only the Union by appeal in writing within fifteen (15) working days from the receipt of the answer in Step 2. Such appeal shall be by letter from the Union stating the number of the grievance being appealed.

Section 4. Arbitration Procedures

Representatives 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 the meeting, the parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. Either party may reject an entire panel of arbitrators. If such occurs, the parties shall request a replacement panel from the Federal Mediation and Conciliation Service immediately. The parties shall alternate striking names from the list, and the person whose name remains shall be the arbitrator. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and Union requesting that he/she set a time and place for the hearing, subject to the availability of the Employer and Union's Representatives and shall be notified of the issue where mutually agreed by the parties.

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator. The Rules of the American Arbitration Association shall apply.

The Employer and Union Representatives shall have the right to request the arbitrator to require the present of witnesses and/or documents. Each party shall bear the expense of its own witnesses who are not employees of the Employer.

Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on the questions of arbitrability. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute. The arbitrator shall neither amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement.

The expenses and fees of the arbitrator and the cost of the hearing room shall be shared equally by the parties. Nothing in this article shall preclude the parties from agreeing to the appointment of a permanent arbitrator during the term of this Agreement or to use the expedited arbitration procedures of the American Arbitration Association.

The decision and award of the arbitrator shall be final and binding on the Employer, the Union Representatives, and the employee or employees involved.

If either party desires a verbatim record of the proceeding, it may cause such a record to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, it shall pay one-half (1/2) the transcription fee and the cost of duplicating its copy.

Section 5. Processing Grievances During Working Hours

The Union Representatives and employee members may reasonably investigate and process grievances during scheduled working hours without loss of pay.

Section 6. Time Limits

There shall be three (3) copies of the grievance form and the grievance shall cover one matter. In case an answer is not rendered within the time limits, the grievance may be taken to the next succeeding step except with respect to Step 4. In case a grievance is not filed or appealed within the time limits, it shall be deemed to be abandoned and the same subject matter shall not be considered further or made the subject of a further grievance.

Section 7. Extensions

Time limits in any step may be extended by mutual agreement of the parties.

Section 8. Testifying

Employees testifying at an arbitration hearing will be made available with loss of pay; however, whenever possible they shall be placed on call to minimize lost time from work, unless they are required to assist the principal Union Representatives in the conduct of the case.

ARTICLE XI

HOURS OF WORK AND OVERTIME

Section 1. Regular Hours/Meal Periods

The regular hours of work each day shall be consecutive, except that they may be interrupted by:

County Building Department employees break/meal period:

Any employee working less than (4) consecutive hours shall only receive (1) paid 20 minute break period. Any employee working less than (6) consecutive hours shall only receive (1) 30 minute unpaid meal period. All Building/Zoning Inspector classifications shall otherwise receive (1) 30 minute or (2) 15 minute paid breaks and (1) 30 minute unpaid meal period. Secretary classifications shall otherwise receive (1) 20 minute paid break and (1) 60 minute unpaid meal period.

The scheduling of the above stated meal/rest periods shall be at the discretion of the Department Head. The Employer maintains the right to reschedule these meal and rest periods due to emergency operational requirements.

The regular hours of each classification shall be as follows:

Building Inspector 7:30 a.m. - 4:00 p.m.

Building Inspector 8:00 a.m. - 4:30 p.m.

Secretary 8:00 a.m. - 4:30 p.m.

Zoning Inspector 8:00 a.m. - 4:30 p.m.

Employees wishing to do so may exchange their hours/shifts with each other, within the same pay period, providing it is reduced to written form and approved by the Department Head. All parties involved shall be held responsible for fulfilling the hours/shifts they sign for. The employee agreeing to accept an exchange of hours shall be responsible for filling the hours/shift accepted. Exchanged hours shall not be considered in the calculation of hours for overtime compensation.

Section 2. Work Period

The regular work period for Building/Zoning Inspectors shall consist of forty (40) hours in a seven (7) day period of time. The regular work period for the Secretary classification shall consist of thirty-seven and one-half (37.5) hours in a seven (7) day period of time.

Section 3. Work Schedule

Work schedules showing the employee's normal shifts, work days, and hours shall be posted in each department on a bulletin board at all times with at least 14 days notice prior to taking effect. Should there be a change in the posted work schedule, the respective Department Head, or his designee, will notify by appropriate means the employees affected by such changes at the earliest possible time.

Section 4. Overtime

Full-time employees, as defined in this agreement, shall receive overtime at a rate of one and one-half (1-1/2) times the regular base rate of pay for each hour actually worked beyond eight (8) hours in a given day.

Employees shall only work overtime if approved in advance by the Department Head. The Department Head shall attempt to make an equal distribution of overtime assignments among employees on a given shift. The Department Head shall attempt to offer such overtime to employees by seniority. If no employee accepts an overtime assignment, the Department Head shall have the ability to require an employee on duty to accept such assignment.

Section 5. Compensatory Time

Subject to Management's ability to schedule, and need to control operations, compensatory time may be accumulated to a maximum of forty (40) straight-time hours each year. Hours worked beyond forty (40) in a seven-day period of time shall be compensated as compensatory time, and for each hour worked one and one-half (1-1/2) hours of compensatory time shall be awarded.

Requests for compensatory time shall be in blocks of (1/2) hour of time with a 24-hour notice given to the Department Head. The approval of such requests shall not be unreasonably withheld. Compensatory time may not accumulate from year to year.

Section 6. Holiday Pay

Although it is not a practice to work holidays, when directed by Management to do so, employees shall be compensated for their holiday, and each hour actually worked, at their regular hourly rate of pay.

Section 7. Callback

Employees called back to work, after completing their regular shift that day, or employees called into work before their regular shift is to begin that day, shall be compensated at 1.5 times their regular rate of pay for such hours worked, for a minimum of 2 hours. A callback is defined as an official assignment of work that does not continuously precede or follow an employee's regularly scheduled work hours. Employees may be required to perform other assignments, in addition to the original assignment, for a total of 2 hours. Meetings held outside of normal working hours, when the employee has received prior notification to attend, shall not be subject to the callback section.

Section 8. No Pyramiding

Overtime compensation shall not be paid more than once for the same hours under any provision of this Agreement.

Section 9. Exceptions

Time off for personal days, sick leave or other leaves of absence periods granted shall not be counted as time worked for purposes of computing overtime compensation.

Section 10 Absenteeism, Tardiness, or Abuse Of Sick Leave

It is understood that absenteeism, tardiness, or the abuse of sick leave constitutes just cause for discipline, and it is the intent of the County to take corrective action in those situations. An employee who misses three (3) consecutive work days due to illness may be required, upon Management's request, to submit a physician's statement documenting the illness and certifying that they are able to return to work.

Section 11. Training

Mandatory training shall occur at the discretion of Management. Employees are expected to attend all training meetings or classes. Absenteeism or tardiness from training meetings or classes may constitute just cause for discipline.

Section 12 Evaluations

It is recognized by Management that employees are entitled to feedback relative to their respective performance. Evaluations shall occur on an annual basis between the Department Head and the employee. The County Board Chairman and the Mayor shall have the discretion to be present at any evaluation. Employees shall be given copies of written documents used by Management for said evaluations.

ARTICLE XII

SENIORITY, LAYOFF AND RECALL

Section 1. Definition

"Seniority" is defined for the purposes of this Agreement, as the employee's length of continuous full-time and permanent part-time service with that Employer, since the employee's last date of hire with that Employer.

Section 2. Application of Seniority

In the application of seniority and ability in promotions, filling of permanent openings in classifications, layoff and recall, seniority shall be the determining factor within the specific job classifications when, among qualified employees within such classification,

their qualifications, skill and ability to perform the work is substantially equal. When applying this principle of seniority within classification and ability, the Employer's decision shall be made in good faith and shall not be arbitrary or capricious.

Section 3. Termination of Seniority

Seniority shall be terminated when an employee:

- (a) resigns or otherwise quits;
- (b) is discharged for cause (however, if such discharge is reversed through the grievance procedure, the issue of seniority is subject to the remedy attained within the grievance procedure);
- (c) retires;
- (d) does not return to work from layoff within three (3) working days after being notified to return, except when such failure to return to work is due to circumstances beyond the employee's control and the Employer was notified prior to the tolling of the three (3) day period;
- (e) has been absent from work three (3) consecutive days without notifying the Employer, except when the failure to notify is due to circumstances beyond employee's control.

In cases of seniority loss, the Employer shall issue written notification to the employee at their last known residence of such loss and that employment is terminated, with a copy of such forwarded to the Union Representatives.

Section 4. Seniority For New Employees

There shall be no seniority among probationary employees until they successfully complete their appropriate probationary period, wherein such employee shall acquire seniority retroactive to his/her initial date of hire with the Employer. The Employer shall, upon request, grant a probationary employee an oral evaluation after (3) months of service.

Section 5. Seniority Roster

The Employer shall maintain, post and keep current within each bargaining unit covered by this Agreement, a seniority roster by classification. The Union Representative shall be provided a copy of the seniority roster on the date of posting, which shall be no less than annually.

Section 6. Layoff

The Employer in its discretion shall determine whether layoffs are necessary unless it is clearly established that such a determination is arbitrary. Such layoffs shall not take effect until the expiration of an appropriate two (2) week notice period to employees affected.

Although not limited to the following, layoffs shall ordinarily be for lack of work and/or lack of funds. If it is determined that layoffs are necessary, employees shall be laid off in the following order within the specific job classification wherein layoff is being experienced:

- (a) temporary employees; seasonal employees;
- (b) probationary employees;
- (c) part-time employees included in the bargaining unit affected; and,
- (d) in the event of further reductions in the labor force, employees shall be laid off from the affected classification in accordance with their seniority and their ability to perform the remaining work available without further training. When two (2) or more employees have relatively equal experience, skill, ability, and qualifications to do the work without further training, the employee(s) with the least seniority shall be laid off first.

Section 7. Recall

Employees who are laid off shall be placed on a recall list for a period of two (2) year(s). If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without substantial further training.

If an employee is recalled to a position in a lower rated job classification, he/she shall have the right to return to the job classification he/she held prior to being laid off in the event it subsequently becomes available. If an employee is recalled to a lower rated job classification, the employee shall have the right to refuse the recall. The Employer shall not hire new employees in bargaining unit positions so long as there are still employees on the recall list who are presently qualified to perform the work in the affected job classification and are willing to be recalled to said classification.

Section 8. Recall Notice to Employees.

Employees eligible for recall shall be given fourteen (14) calendar days notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union Representatives, provided that the employee must notify Employer of his/her intention to return within three (3) days after receipt of notice of recall. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered or certified mail, return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the Employer with his/her latest mailing address.

ARTICLE XIII

VACANCIES: PROBATIONARY EMPLOYEES

Section 1. Permanent Vacancy

A permanent vacancy is created when the Employer determines to increase the work force and to fill a new position or when any of the following personnel transactions take place in the bargaining unit, and the Employer determines to replace the previous incumbent: terminations, promotions or demotions.

Section 2. Posting

Whenever a permanent vacancy occurs, other than a temporary vacancy as defined below, in an existing job classification or as a result of the development of, or establishment of, new job classification, a notice of such vacancy is to be posted on all bulletin boards for seven (7) working days. During this period, employees who wish to apply for the vacancy, including employees on layoff, may do so.

Section 3. Selection

Any Bargaining Unit employee may apply for a vacancy. The County may also fill the vacancy from outside the Bargaining Unit, as the County deems appropriate, if the outside applicant possesses greater skill and ability, as reasonably determined by the County, than a present employee applying for the vacancy.

Selections shall be based on seniority and qualifications, including such items as skill, experience, performance record, and interpersonal skills.

Section 4. Temporary Vacancies

Temporary vacancies are defined as job vacancies that may periodically develop in any job classification that does not exceed ninety (90) days. Job openings that recur on a regular basis and/or that remain open more than ninety (90) days at a time shall not be considered temporary job openings.

Section 5. Probationary Employees

An employee is "probationary" for the first six (6) months of employment.

A temporary employee who becomes an employee in the same unit in which he/she was performing substantially the same work or for a continuous period immediately preceding the date he/she became an employee, shall have such period retroactively counted towards completion of his/her probationary period.

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/she has completed the required probationary period. Upon such completion, he/she shall acquire seniority retroactively from the date of employment. An employee who has a continuous period of temporary employment counted toward completion of his/her probationary period, shall acquire seniority from the date they began such continuous period of employment.

Section 6. New Hires and Promotions

- A) Notice of all job vacancies shall be posted on all bulletin boards of the appropriate units. This notice will remain on the bulletin boards for seven (7) working days and will include job title, labor grade and a brief description of job duties including qualifications and necessary skills.
- B) Promotions shall be made on the basis of seniority and qualifications including such items as skill, experience, performance record, and interpersonal skills. Employees promoted shall be probationary for the first six (6) months after assuming the new position.
- C) In the event of a change in employee classification an employee so moved shall receive the appropriate rate of pay for such position.

- D) An employee may apply for a transfer to a position of another classification. Such transfer shall be made up on request of the employee, and only upon approval by the employer. An employee so transferred shall receive the appropriate rate of pay for that classification.
- E) An employee shall have the option to pre-bid on a potential/prospective job. Pre-bids will be in written form, on forms mutually agreed to by both parties. Nothing in this section shall limit Management rights in this agreement to hire, demote, promote, or transfer employees.

ARTICLE XIV

VACATIONS

Section 1. Vacation Accrual

All regular non-probationary full-time employees covered by this Agreement shall be entitled to vacation as follows:

UP TO 1 YEAR	NO VACATION
1 YEAR - 5 YEARS	2 WEEKS VACATION
6 YEARS - 15 YEARS	3 WEEKS VACATION
16 YEARS AND OVER	4 WEEKS VACATION

Section 2. Vacation Use

At the employer's discretion, employees may be allowed to carry over five (5) days maximum of vacation per year. Recognizing that vacation time is granted as a period of rest and renewal for the employee, payment in lieu of vacation time will be prohibited.

Section 3. Approval and Use

All vacation requests must be approved by the Employer. In approving such schedules, the Employer must consider the needs of the Department, service needs, seniority and wishes of the employee. Vacations shall be used only after it is earned and taken in increments of not less than one day (1) at a time. Any employee utilizing their vacation time will not be required to work/nor be required to find a replacement for scheduled weekends during said vacation time.

Section 4. Separation

If an employee is terminated, quits, is laid off, or retires, he/she shall receive payment for any accrued unused vacation for that year. In case of a death, it will be paid to the employee's spouse or estate.

Section 5. Advance Paychecks

If the operational needs of the department, as determined by the employer allow such, the Employer will issue an employee his/her vacation check up to two (2) days prior to the pay day. Said checks shall only be issued by the County Clerk's Department upon submission of a written authorization by the appropriate department head one (1) week in advance of the desired payment day.

Section 6. Vacation Scheduling

Vacations shall be scheduled on an annual basis with requests submitted no later than January 15th of the given year. Vacations shall be allocated on the basis of seniority and need.

ARTICLE XV

HOLIDAYS

Section 1. Eligibility

All regular full-time employees will be entitled to twelve (12) paid holidays each year.

For the purposes of this Article holidays shall be based on an eight-hour day period.

Section 2. Holidays Observed

New Years Day
Martin Luther King Day
Presidents Day
Good Friday
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas
Christmas Holiday

ARTICLE XVI

SICK LEAVES

Section 1. "Full-time" Employees Defined

For the purpose of this Article, "full-time" employees are those employees working thirty-seven and one-half (37.5) hours per week on a regular basis. For purposes of this Article, probationary employees qualify under the appropriate distinctions and shall accrue sick leave during their probationary periods.

Section 2. Sick Leave Accrued

After successful completion of their respective probation period, employees shall accrue paid sick leave at the rate of three (3) days on December 1, and two (2) days on March 1, June 1, and September 1, respectively, for a total of nine (9) days per year.

Any hours in excess of seven hundred twenty (720) will be purchased back at the rate of one for four at the end of each year. Sick leave shall accrue provided the employee is compensated for at least seventy-five (75) hours pay per month. Employees off work because of a work related injury or illness shall continue to accrue sick leave earned during this period unless he/she returns to work.

Employees shall be allowed to accumulate unused paid sick leave and retain any such leave accumulated prior to the effective date of this Agreement. Such accrual shall be carried over annually and shall not be terminated at the end of each year up to a maximum of seven hundred twenty (720) hours, with an amount over said amount being extinguished and not carried over into the next year.

Accumulated sick leave shall be paid to employees who are laid off, retired, and/or permanently and totally disabled pursuant to an order issued under the Illinois Workman's Compensation Act, said payouts for laid off and retired employees will be paid at the rate of "one for four", disabled employees will be paid on a "one for one" basis. The maximum hours to be paid out to employees laid off or retired with less than twenty (20) years service shall not exceed 1/4 of seven hundred twenty (720), or one hundred eighty (180) hours.

Upon retirement with twenty (20) or more years of service a maximum payout in cash shall be up to four hundred thirty (430) hours if accrued. In lieu of cash payout, upon retirement with twenty (20) years or more years of service, employees shall have the option of receiving all hours accrued up to seven hundred twenty (720) hours if converted to IMRF service credit.

Section 3. Sick Leave Use Restriction

Accumulated paid sick leave may be used for illness, disability, or injury of the employee, appointments with professional medical practitioners, chiropractors, psychologists, or mental therapists, and in the event of illness, disability, or injury of a member of the employee's immediate family. (Defined as mother, father, step-parents, spouse, children, stepchildren, brother, sister, grandparents, grandparents of spouse, grandchildren, brother-in-law, sister-in-law and parents-in-law).

Accumulated paid sick leave shall be used in increments of no less than one (1) hour at a time. While the Employer shall not discipline employees for legitimate use of such, the Employer may require evidence of use of sick time for the purposes contained within this Article if reasonable grounds exist to suggest abuse. However, an employee who calls in sick and uses such sick leave in excess of three (3) consecutive shift periods may be required to produce a written statement by physician verifying the illness.

Section 4. Sick Leave Abuse Sanction

For purposes of the provisions contained within this Article, "abuse" of sick leave is the utilization of such for reasons other than those stated within Section 3 of this Article.

Upon sufficient evidence of the abuse of such sick leave, the employee shall not be paid for such leave taken or accrue any rights inherent of such period, such as seniority and other rights. Abuse of sick leave shall subject the employee to disciplinary action pursuant to the terms of this Agreement.

Section 5. Notification of Balances

Employees shall be notified in writing of all forms of leaves balances, including vacation, sick leave, holidays, etc., on an annual basis. The Employer shall submit such information on a more frequent basis upon employee's request.

Section 6. Personal Days

Personal leave with pay may be granted to an employee who has been employed by the County for a period of no less than ninety (90) calendar days. Full-time employees are granted three (3) days of personal leave on December 1st of each year. Part-time employees are granted two (2) days of personal leave (fifteen hours) on their anniversary date. Personal leave may not be accumulated from one year to the next and payment in lieu of personal leave, under any circumstances, including termination or resignation, is not granted. Except in an emergency situation, employees shall consult their Department Head three (3) working days in advance of a planned personal leave.

ARTICLE XVII

LEAVES OF ABSENCE

Section 1. Discretionary Leave

The Employer may grant, at its discretion, a leave of absence under this subsection to any bargaining unit employee for good and sufficient reason and may prescribe the terms and conditions for such leave. However, such leave may not exceed six (6) months but may, with good cause, be extended for an additional six (6) month period. The provisions contained within this subsection do not include those remaining leaves provided for within this Article.

Section 2. Illness or Injury Leave Not Connected to Employment and Pregnancy Leave.

In the event an employee who has been employed for at least 180 days, is unable to work due to injury or illness (including pregnancy) not connected to employment, the Employer shall grant a disability leave with 60% of average regular pay for a period not to exceed 30 calendar days. Payment shall begin on the 1st day of accident and on the first day of illness. Payment shall be based upon 60% of the average weekly earnings of the employee during the six month period prior to the first day the employee was unable to work due to the disability.

The employee shall inform the Employer in writing of the nature and approximate length of time needed for disability leave, if known, which shall be provided by the attending physician.

Employees who participate in IMRF are entitled to disability benefits after 30 consecutive days of disability. Employees should apply for these benefits during the first 30 days of disability.

If the Employer has reason to believe the employee is able or unable to perform his/her job functions, or at any time during the disability, the Employer may require the employee to have a physical examination by an impartial physician designated by the Employer to perform his/her job functions which shall be paid by the Employer.

Section 3. Funeral Leave

When a death occurs in an employee's immediate family (defined as mother, father, spouse, children, brother, sister, grandparents, grandchildren, brother-in-law, sister-in-law, mother-in-law, father-in-law, stepparents, stepchildren and grandparents of spouse) such employee, upon request, shall be granted three (3) consecutive days leave of absence with pay. Such employee, upon return to work, may be requested by the Employer to provide

satisfactory evidence of such death and attendance at the funeral. Employees will be paid for days during that three day period of time, only if at the time of their request for funeral leave, they were scheduled to work during any of those three days. The Employer may provide for three (3) additional days off without pay when requested, for travel or other related circumstances. This additional unpaid leave shall only be granted upon the discretion of the Department Head.

Section 4. Education Expenses

It is recognized by both employee and Employer that continued education/training is a vital requirement to the overall effectiveness of the Building Department. Therefore, courses of instruction, workshops, seminars or any other job related education which the Employer requires the employee to attend shall be paid for by the Employer with no loss in wages to the employee. The Employer shall retain management rights as to scheduling of educational courses and rescheduling of work assignments to meet educational course dates and financial condition of the department. The Employer shall give consideration and as much advance notice to the employee when education/training course assignments are made.

Section 5. Failure to Return From Leave

Failure to return from a leave of absence after the expiration date shall be cause for immediate discharge with loss of all benefits and rights accrued pursuant to the terms of this Agreement. The provisions contained herein shall not apply in cases where it was impossible for the employee to return and evidence of such is provided Employer after the expiration of such leave of absence or as soon as practical.

Section 6. Prohibition Against Misuse of Leaves

Any leaves granted pursuant to the terms of this Agreement, regardless of being with or without pay, shall not be used for the purposes of securing alternative employment. An employee during such leave may not be gainfully employed or independently self-employed without prior approval by the Employer.

Violation of the provisions contained within this Agreement shall subject the employee to immediate discharge or loss of all benefits and rights accrued pursuant to the terms of this Agreement.

Section 7. Workers Compensation

The Employer will provide workers compensation insurance coverage of all employees at all times and shall comply with the terms of the Illinois Workers Compensation Act, 820 ILCS 305/1 et seq.

Section 8. Jury Duty

When an employee is called for jury duty, the Employer shall pay the difference between the amount received as jury pay and the difference between the employee's daily pay provided:

- (a) The employee notifies the Employer immediately upon receipt of notice of jury duty.
- (b) At the Employer's option, the Employer may request the court to excuse or to postpone the employee from jury duty.
- (c) If the employee serves, he must report to work on those normal work days if the court is not in session.
- (d) In the event jury duty is over by 12:00 noon the employee must report to the Employer of his availability for work. At such time the Employer shall decide whether to have the employee report for work.

ARTICLE XVIII

SUBCONTRACTING

Section 1. General Policy

It is the general policy of the Employer to continue to utilize employees to perform work they are qualified to perform. However, the Employer reserves the right to contract out any work it deems necessary in the interests of efficiency, economy, improved work product or emergency.

Section 2. Notice and Discussion

Absent an emergency situation, prior to the Employer subcontracting of work in a bargaining unit area, when such change amounts to a significant deviation from past practice resulting in loss of work of a significant number of bargaining unit employees, the Employer shall notify the Union Representatives and discuss with them the need to subcontract work including any means by which to minimize the impact of such on employees. Nothing shall preclude Management from subcontracting necessary professional services, or any other such related services, necessary to review building construction information. Nothing shall preclude Management from employing subcontractors on a temporary basis to perform all necessary inspections of building construction, that cannot be performed by existing personnel. Nothing in this section shall conflict with Article XVIII, Section I.

ARTICLE XIX

GENERAL ECONOMICS

Section 1. Wages

General increase to current employees:	12/01/13	2.00%
	12/01/14	2.00%
	12/02/15	2.00%

<u>Classification</u>	<u>Starting Wage</u>
Secretary	\$ 8.60
Administrative Assistant (Permits) after 90 days of employment and performance evaluation	\$ 8.60 increase to \$10.00
Zoning Inspector	\$12.36
Zoning Inspector/Building Inspector (without certification)	\$14.94
Building Inspector/Zoning Inspector (without certification)	\$14.94
Building Inspector (with certification)	\$16.70
Building Inspector/Zoning Inspector (with certification)	\$17.20
Senior Building Inspector (with certification-upon promotion)	\$18.20
Senior Building Inspector (with certification)	\$21.00

Classification change:

Administrative Assistant to Permit Technician (one (1) position)

<u>Current Wage</u>	<u>December 1, 2005 (without 5.0% general increase)</u>
\$10.33	\$11.55

Upon six (6) months successful performance evaluation : \$12.55

Upon successful completion of Permit Technician job responsibility as determined by Management and six (6) months after promotion takes effect, employee shall increase from \$11.55/hour to \$12.55/hour. If during the probation period employee fails to meet new job responsibilities, employee may move back to Administrative Assistant position with that classification's rate of pay.

Nothing in any promotion plan agreed by the parties shall create the expectation that all employees in the department shall be promoted.

Those employed after the effective date of this agreement shall be placed in a salary range deemed appropriate by the County.

Certification Requirements:

Those in the Building Inspector I classification, or the Building Inspector/Plans Examiner classification must successfully fulfill the completion of the minimum certification requirements for their position. Any covered employee must meet minimum certification requirements for their position no later than eighteen (18) months after their date of hire in their current position. Employees are required to submit copies of the results for all of their exams to their Department Head. A failure to meet and maintain minimum certification requirements shall result in immediate discharge.

Certification: Satisfactory completion of following:
-1995 (or equivalent) CABO 1, 2 Family

Section 2. Gratuities Prohibited

Employees shall neither solicit nor accept personal gifts, fees, tips, or other forms of remuneration offered because of the employee's duties, functions, responsibilities, or position as an employee of the County, and shall be subject to any or all disciplinary actions allowed in this Agreement for violation of this provision.

ARTICLE XX

HEALTH INSURANCE AND PENSION

The Employer shall at least maintain the present Health Insurance and Pension benefits provided to employees covered by the terms of this Agreement.

The Employer shall institute a preauthorization and precertification program for employees that will receive inpatient hospital services. If the employee or health care provider fails to notify the Employers health insurance carrier of the recommended procedure before admittance into a health care facility, the employee shall be subject to an additional one hundred dollar (\$100) deductible.

Municipal Employees Retirement Health Insurance continuation privilege will be in accordance with state statutes. On the day of the retirement or disability period for the employee, they shall be offered the option of continued group insurance coverage at the same premium rate from time to time charged for equivalent coverage provided under the group policy with respect to covered employees whose retirement or disability period has not begun. The said premium rate shall be the rate established as the monthly fee for the entire cost of health insurance for either single or family coverage. The Employer shall not be required to pay any group insurance premium.

Within fifteen (15) days of the beginning of the retirement or disability period of any employee entitled to elect continued group insurance coverage under any group policy affected by this section, the Employer shall give written notice of such beginning to the insurance company issuing such policy. The notice shall include the employee's name and last known place of residence and the beginning date of the employee's retirement or disability period.

Within fifteen (15) days of the date of receipt of such notice from the Employer, the insurance company shall give written notice to the employee at the employee's last known place of residence that coverage under the group policy may be continued to the retirement or disability period of the employee as provided in this section.

Within fifteen (15) days after receiving said notice from the insurance company, the employee shall notify the Employer of their intent to continue said coverage. Failure to notify the employer within fifteen (15) days shall result in the automatic denial of said coverage.

The following rates shall apply:

Monthly Medical contributions:

	Effective <u>August 1, 2014</u>	Effective <u>August 1, 2015/2016</u>
Single	\$148.00	Same as non-union
Family	\$240.00	Same as non-union

Monthly Dental Contributions:

	Effective <u>August 1, 2014</u>	Effective <u>August 1, 2015/2016</u>
Single	\$ 26.00	Same as non-union
Family	\$ 41.00	Same as non-union

Covered employees shall contribute the same amount toward group health insurance as non-union employees.

All employees selecting the health insurance benefit shall contribute the appropriate single or family monthly contribution amount.

ARTICLE XXI

MISCELLANEOUS PROVISIONS

Section 1. Work Rules

The Employer may adopt, change or modify work rules and regulations. Whenever the Employer changes work rules and regulations or issues new work rules and regulations, the Union or a representative shall be given five (5) days prior notice, absent emergency, before the effective date of such and shall be afforded an opportunity to meet and discuss such changes with the Employer. Such changes shall automatically take effect without further notice upon expiration of the above five (5) day period. For changes in departmental policies and procedures, a ten (10) day notice shall be given.

Section 2. Medical Exams

Upon reasonable cause of suspecting drug or alcohol abuse, employees will be required to undergo a medical examination at County direction and expense prior to employment and may be required thereafter, at the County's direction and at County expense.

Section 3. Eye Care Reimbursement

County employees shall be eligible for the insured vision plan as offered.

Employee	County pays for enrolled employee.
Family Coverage Option	\$6.31 per month subject to plan percent increase annually.

All enrolled employees and family members shall contribute the copayments and cost-sharing as identified in the plan document.

Section 4. Payroll Deduction for Dental Insurance

Upon having the appropriate automation capability with the employee payroll system, employees shall be eligible to request payroll deduction services for Dental Insurance.

Section 5. Other Items

- A. An employee leaving employment of any department covered by a collective bargaining agreement shall forfeit any retroactive economic increase, regardless of the circumstances of said departure.

- B. For the Building Inspector and Zoning Inspector classifications only, and during the term of this Agreement Management shall purchase at a reasonable cost, and at their choice of style and type, one (1) pair of heavy duty work boots or shoes per year, and one (1) set of safety glasses, and one (1) safety helmet.
- C. Mileage reimbursement: \$.485 per mile, or County reimbursement rate, whichever is higher.
- D. Within budgetary limits, the County will make a reasonable effort to provide vehicles to Building Inspector/Zoning Inspector classifications. Nothing in this Agreement shall bind the County to a particular make, model, or year of such vehicle provided. It is understood by the parties that on given days it may not be possible or practical to provide a County owned vehicle to said employees. In such event, mileage reimbursement shall occur per the provisions of this Article and Section.
- E. Bargaining Unit Work: The Department Head may perform unit work, e.g., building inspections, plan inspections, etc. in order to maintain his or her technical expertise, in those cases when the workload requires additional assistance, at the request of bargaining unit employees, in the cases of shortages due to sick leave, vacation or other emergency situations.
- F. Successor Employer: This Agreement shall be binding upon the parties hereto, their successor, and administrators, newly elected County Board, executors and assigns. In the event the Employer's business or operation or any part of either is sold, leased, transferred, or taken over by sale, transfer, lease, assignment, receivership, or bankruptcy proceeding, such operation shall continue to be the subject to the terms and conditions of this Agreement for the life thereof. It is understood by this section that the parties hereto shall not use any leasing device to a third party to evade this Agreement. The Employer shall give notice of the Existence of this Agreement to any purchaser, transferee, lessee, assignee, etc., of the operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Union at the time the seller, transferor, or lessor executes a contract or transaction, herein described. The Union shall also be advised of the exact nature of the transaction, not including the financial details. In the event the Employer fails to require the purchaser, transferee, or lessee to assume the obligations of this Agreement, the Employer (including partners thereof) shall be liable to the Union and the employees covered for all damages sustained as a result of such failure to require assumption of the terms of this Agreement but shall not be liable after the purchaser, transferee, or lessee has agreed to assume the obligation of this Agreement.

Section 6. Clothing Provision Inspector Classification

The County shall provide Inspector classification the following clothing items at a reasonable cost:

- five (5) short sleeve shirts (approximate value \$20.00/each)
- five (5) long sleeve shirts (approximate value \$25.00/each)
- one (1) jacket (approximate value \$70.00)

Any logo types shall be determined by the County. County will replace items provided upon evidence of reasonable wear and tear.

ARTICLE XXII

ENTIRE AGREEMENT: SAVINGS CLAUSE

Section 1. Entire Agreement: Waiver

This Agreement constitutes the entire Agreement between the parties and no verbal statements shall supersede any of its provisions. Any amendment supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto. The Employer and the Union Representative, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to: (1) any subject of matter specifically referred to or covered in this Agreement; and (2) subjects or matters that arose as a result of the parties' proposals during bargaining, but which were not agreed to.

Section 2. Savings Clause

If any Article or Section of this Agreement or any addenda 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 or Section should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall immediately negotiate a substitute for the invalidated Article, Section, or portion thereof.

ARTICLE XXIII

TERMINATION

This Agreement shall be effective as of the date of adoption and shall remain in full force and effect until the 30th day of November, 2016.

It shall be automatically renewed for an additional year unless either party notifies the other in writing by September 1, 2016, that it desires to modify the terms of this Agreement. In such event, negotiations shall commence no later than October 1, 2016 and the terms of this Agreement shall remain in full force and effect during the duration of such negotiations and until such notice of intent to terminate this agreement is provided the other party pursuant to the following manner:

In the event either party desires to terminate this Agreement, written notice must be given the other party no less than ten (10) days prior to the desired termination date which may not be before anniversary date set forth in this Article.

Executed this 18th day of June, 2014, after receiving approval by the Boone County Board and after ratification by the Union within the bargaining units affected.

For the Union:
International Brotherhood of Teamsters
Local 325

For Boone County:

Chairman, Boone County Board

Russell Hanson, Jr.
Bargaining Agent

Boone County Clerk

(COUNTY SEAL)

July 11, 2007

Boone County Board and
Teamsters Local 325
representing Building Department

Letter of Agreement

1. The County may evaluate other plan options such as self-insured or fully-insured plans, and reserves the right to make changes in health plan structure with benefits substantially the same.
2. Effective August 1, 2007, the overall Schedule of Benefits for In Network / Out of Network shall be as itemized in Attachment "A" under "BCBS" proposed change.
3. Effective August 1, 2007, the overall Schedule of Benefits for Prescription Drug Card benefits shall be as itemized in Attachment "B" under "Benefit Highlights".
4. Effective August 1, 2007, the overall Schedule of Benefits for Specific Plan Benefits shall be as itemized in Attachment "C" under "Benefit Highlights".
5. Effective August 1, 2007, the overall Schedule of Benefits for Mental Health and Chemical Dependency shall be as itemized in Attachment "D" under "Benefit Highlights".
6. All dental benefits as itemized in the Collective Bargaining Agreement between the parties shall remain as is.
7. Any precertification/preauthorization procedures shall be subject to Plan as effective August 1, 2007, and contract language specifying an additional \$100.00 deductible shall be void.

Letter of Agreement (cont'd)

8. Monthly Employee Contributions	<u>Medical</u>		
	<u>August 1, 2006</u>	<u>August 1, 2007</u>	<u>August 1, 2008</u>
Single	\$ 98.00	\$113.00	\$113.00
Family	\$190.00	\$205.00	\$205.00
 Monthly Employee Contributions		<u>Dental</u>	
	<u>August 1, 2006</u>	<u>August 1, 2007</u>	<u>August 1, 2008</u>
Single	\$ 26.00	\$ 26.00	\$ 26.00
Family	\$ 41.00	\$ 41.00	\$ 41.00

For the Union:
International Brotherhood of Teamsters
Local 325

Russell Hanson, Jr.
Bargaining Agent

Date

For Boone County:

Catherine H. Ward, Chairwoman
Boone County Board

Date

May 1, 2009

Side Letter Agreement

The parties agree that due to the extraordinary economic circumstances and corresponding new construction slowdown the department will modify hours. In exchange for the reduction from forty (40) hours to between thirty-two (32) hours and thirty-seven and one-half (37.5) all department employees shall receive an additional two (2) personal days each year to be used or lost for 2009 and 2010 respectively. By September 30, 2010, a determination shall be made as to the level of building activity and staffing needs for the third year of the Agreement which is December 1, 2010 - November 30, 2011. If the circumstances are unchanged and the hours remain between thirty-two (32) and thirty-seven and one-half (37.5)/week, an additional two (2) personal days shall be awarded for the third year of the Agreement. If full-time status is needed for department personnel then no additional personal days above the three (3) currently in the Agreement, shall be awarded. This side letter shall expire at the end of the current Agreement, November 30, 2011.

Furthermore, due to the Memorandum of Understanding dated February 4, 2009 presented in negotiations the following shall apply:

Boone County and Teamsters Local Union #325 agree that during the term of the Collective Bargaining Agreement expiring on November 30, 2011 between the County and the Union covering certain employee(s), Diane Zimmerman (Zoning Inspector) and Michele Holster (Permit Technician) (Position currently vacant) are in agreement to work reduced hours.

Michele Holsker (Permit Technician) would work a thirty-two (32) hour work week versus her normal week of thirty-seven and one-half (37.5) hour work week. Diane Zimmerman (Zoning Inspector) would work a thirty-two (32) to thirty-seven and one-half (37.5) hour work week versus her normal work week of forty (40) hours per week.

The reduction in hours is completely voluntary and is a side-bar agreement to the contract. The following stipulations are agreed to:

- The positions of Zoning Inspector and Permit Technician remain as Full Time in the Agreement.
- The effected employee(s) in the respective positions may return to their respective full time hours at any time with adequate notice.
- All of the Benefits shall remain intact as if they were to have been working their normally scheduled full time hours of work with no reduction whatsoever.
- The County may request an employee to resume the Full Time hours upon adequate notification and in agreement with the employee(s) and the Union Steward.

Side Letter Agreement

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Be it further noted that the intent of this Memorandum of Understanding is to voluntarily maintain the actual hours worked per week below the respective positions of Full Time hours per the Agreement. Further note that the scheduling of hours may vary from one week to another depending on the need to cover for illnesses, vacations, and unexpected circumstances, etc.

At no time shall the voluntary reduction in hours impair the Building Department's ability to adequately service the public's needs.

Jeff Porter
Bargaining Agent
Teamsters Local 325

(Date)

Bob Walberg, Chairman
Boone County Board

(Date)