

CHAUFFEURS, TEAMSTERS, WAREHOUSEMEN & HELPERS LOCAL UNION NO. 525

Affiliated With The  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS  
ALTON, ILLINOIS  
AND



MADISON COUNTY  
ANIMAL CONTROL DEPARTMENT

located in the  
jurisdiction of

TEAMSTERS LOCAL UNION NO. 525

-PERIOD COVERED-

DECEMBER 1, 2017 THROUGH NOVEMBER 30, 2020

CHAUFFEURS, TEAMSTERS, WAREHOUSEMEN & HELPERS  
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And

MADISON COUNTY  
ANIMAL CONTROL DEPARTMENT

THIS AGREEMENT, dated the 1st day of December, 2017, by and between the Madison County Animal Control Department, or its successors, located in Madison County, Illinois hereinafter called the "County" or "Employer", Party of the First Part, and Teamsters Local Union No. 525, affiliated with the International Brotherhood of Teamsters, or its successors, Party of the Second Part, hereinafter called the "Union", for the purposes of establishing rates of pay, wages, hours of work, and conditions of employment to be observed between the Parties hereto.

ARTICLE 1  
MANAGEMENT RIGHTS

The County retains the sole and exclusive right to manage the affairs of the Madison County Animal Control Department, and to direct its working forces. Such functions of management shall be as follows:

- A. Ownership, control and maintenance of County property and facilities.
- B. Direction generally of the work of employees, including the right to hire, discharge, suspend or otherwise discipline employees for the proper cause; to promote, demote, transfer and assign employees to shifts and determine the amount of work needed and to lay off employees because of lack of work; provided, however, that these rights will not be exercised in any way inconsistent with or in violation of any other provision of this Agreement.

Nothing in this Agreement shall be construed as delegating to others the authority conferred by laws on the County, or in any way abridging or reducing such authority.

ARTICLE 2  
UNION RECOGNITION

Section 1. The County agrees to recognize and does hereby recognize the Union, its agents, representatives, or successors, as the exclusive bargaining agency for all of the employees of the County as herein defined.

Section 2. The term "Employee" as used in this Agreement, shall include: those employees of the Animal Control Center which have the job description Lead Animal Control Officer, Animal Control Officer and Kennel Helper.

Section 3. The Employer will neither negotiate nor make collective bargaining agreements for any of its employees in the bargaining unit covered hereby, unless it is through duly authorized representatives of the Union.

Section 4. The County agrees that it will not sponsor, or promote, financially or otherwise, any group or labor organization for the purpose of undermining the Union; nor will it interfere with, restrain, coerce or discriminate against any of its employees in connection with their membership in the Union.

Section 5. The Employer recognizes the right of the Union to designate a Job Steward and alternate to handle such Union business as may from time to time be delegated to them by the Union. The Union agrees to designate in writing the name of one Job Steward and one alternate each in the Animal Control Department. However, Job Stewards and their alternates may only engage in the following during working hours: to transmit communications, authorized by the Local Union or its officers, to the Employer or his representative and Business Representative of the Union; and to consult with the Employer or his representative concerning the enforcement of any provisions of this Agreement.

Section 6. Job Stewards and alternates have no authority to take strike action or any other action interrupting the Employer's business in violation of this Agreement, or any action in violation of the law. The Employer, in so recognizing such limitations, shall have the authority to render proper discipline, including discharge without recourse, to such Job Steward or his alternate, in the event the Job Steward or his alternate has taken unauthorized strike action, slow-down or work-stoppage in violation of this Agreement. All Job Stewards and alternates shall be employees of the County.

Section 7. The Union will be limited to one Steward and one assistant from each Department to participate in contract negotiations. The Union shall be provided with up to twelve (12) hours of release time to collectively bargain a successor contract. Any additional negotiation sessions shall take place outside of the regular work day or without pay for participating Union members.

### ARTICLE 3 SENIORITY

Section 1. A seniority list of all regular employees shall be posted at all times. Promotions to more desirable jobs such as better hours, better working conditions and shifts, shall be made from the oldest employee on the seniority list, providing he/she can qualify for the position.

Section 2. A new employee shall work under the provisions of this Agreement but shall be employed only on a ninety (90) day trial basis, during which period he may be discharged

without further recourse; provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members. After ninety (90) days, the employee shall be placed on the regular seniority list. In the event of a lay-off, any employee laid off for a period of more than one (1) year shall be removed from the seniority list and shall not be subject to recall. An individual employee's probationary period may be extended by a Letter of Understanding and Agreement between the County and the Union.

Section 3. If the County feels an employee is so unqualified as to not warrant a trial on a new job, it agrees to consult with the Union. If the County and the Union cannot agree as to an employee's qualifications, such disagreement shall be settled in accordance with Article 7, Grievance Procedure.

Section 4. When a vacancy occurs or an opening is created involving jobs, hours or working conditions, the County shall post each opening for three (3) days, and such position shall be bid on by seniority. The oldest qualified employee bidding on such opening shall have a fifteen (15) actual working day trial period on the job. (Actual shall be defined as real time spent as opposed to calendar days spent on the job.) If during this fifteen (15) actual working day period the employee wishes to return to his former position or does not qualify, as defined in Section 1, for this new position, he may do so without any loss of seniority. In such case the next oldest qualified employee in line of seniority who bids on such opening shall be given the opportunity to fill such position, subject to the determination of qualifications procedure, as defined in Section 1. No more than two (2) job changes will be made as a result of bidding under this provision. No employee shall be allowed more than one (1) change of jobs under this bidding procedure in a six (6) months period.

In the event that the Employer asks for bids to fill a vacant or new working position in which no bids are received for such position, the employer shall assign this position at their discretion to any employee of floater status. Floater status is defined as anyone who is available on that particular day to fill the vacant position.

New pay rate starts on the first (1st) day employee takes new position. The fifteen (15) day trial period stays the same, with the fifteen days being workdays.

Section 5. The County agrees to furnish a locked bid box and forms for bidding. Forms shall have blanks for name, date, job designation and signature.

Section 6. If any problem should arise concerning compliance with the Americans With Disabilities Act (ADA), the Union and County agree to meet and negotiate in order to make a good faith effort to resolve the problem.

#### ARTICLE 4 PROTECTION OF RIGHTS

Section 1 - Picket Line: It shall not be a violation of this Agreement and shall not be cause for discharge or disciplinary action in the event an employee:

(a) refuses to enter upon such property of the County which is involved in a lawful primary labor dispute or refuses to go through or work behind any lawful primary picket lines at the County's places of business, including picket lines of Unions parties to this Agreement; or

(b) refuses to go through or work behind any lawful primary picket lines of Union parties to this Agreement, at the places of business of any other Employer where the employees of such Employer are engaged in a strike ratified or approved by the Union of such employees whose Employer is legally required to recognize.

This Section shall not be interpreted to include any informational picket lines or any other non-primary labor dispute picket lines.

Section 2 - Struck Goods: It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action if any employee refuses to perform any services which the County performs by arrangement with another Employer whose employees are on strike, and which service, but for such strike, would be performed by the employees of said other Employer.

Section 3 - Extra-Contract Agreement: The County agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

Section 4 - Grievances: In the event of a grievance claiming violation of this Article, parties to this Agreement shall proceed to Step III, Section 3, of Article 7, Grievance Procedure, without taking any intermediate steps.

## ARTICLE 5 DISCHARGE OR SUSPENSION

Section 1. The County shall not discharge nor suspend any employee without just cause, but in respect to discharge or suspension shall give at least three (3) warning notices of the complaint against such employee to the employee in writing. A warning notice as herein provided shall not remain in effect for a period of more than one (1) year. Upon receipt of three (3) such warning notices within one (1) year, an employee shall be subject to discharge. Discharge must be by written notice to the employee affected. Any employee may request an investigation as to his discharge or suspension.

No warning notice need be given to an employee before he is discharged if the cause of such discharge is dishonesty, drunkenness, recklessness, resulting in an accident while on duty, the carrying of unauthorized passengers while on the job, or any other just cause.

Section 2. Appeal from discharge or suspension must be taken within five (5) working days by written notice and a decision reached within ten (10) working days from the date of discharge or suspension. If no decision has been rendered within ten (10) working days, the case shall then be taken up as provided for in Article 7, Grievance Procedure.

ARTICLE 6  
STRIKES AND LOCKOUTS

Section 1 - Lockouts: No lockout of employees shall be instituted by the Employer during the term of this Agreement.

Section 2 - Strikes, Work Stoppages and Work Slow-Downs: The Union will not call, authorize, ratify or engage in, nor will any member of the Union take part in any strike, work stoppage, work slow-down on the Employer's premises due to any dispute or issue arising out of the provisions of this Agreement during the term of this Agreement.

Should any differences arise between the County and the Union, or its members employed by the County, as to the interpretation or application of, or compliance with, the provisions of this Agreement regarding working conditions or other matters, or should any dispute of any kind arise, there shall be no interruptions or impeding of the work, work stoppages, strikes or lockouts on account of such differences, but an earnest effort shall be made by the County and the Union to settle such differences orderly and promptly in accordance with the procedure set forth in Article 7, Grievance Procedure.

Section 3 - Unauthorized Activity Clause: It is further mutually agreed that the Union will, within two (2) weeks of the date of the signing of this Agreement, serve upon the County a written notice listing the Union's authorized representatives who will deal with the County and make commitments for the Union and have the sole authority to act for the Union. The Union shall be liable for all activities of its authorized representatives. It is further agreed that in all cases of an unauthorized strike, slow-down, walk-out, or any unauthorized cessation of work in violation of this Agreement, the Union shall be liable for damages resulting from such unauthorized acts of its members. While the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the County, during the first twenty-four (24) hour period of such unauthorized work-stoppage shall have the whole and complete right to reasonable discipline, including suspension subject to discharge, and such Union members shall not be entitled to or have any recourse to any other provisions of this Agreement. After the first twenty-four (24) hour period of such stoppage and if such stoppage continues, however, the County shall have the sole and complete right to immediately discharge any Union member participating in any unauthorized strike, slow-down, walk-out, or any other cessation of work and such Union members shall not be entitled to or have any recourse to any other provisions of this Agreement.

ARTICLE 7  
GRIEVANCE PROCEDURE

Section 1. The Union and the County agree that there shall be no strikes, lock-out, tie-up or legal proceedings without first using all possible means of settlement as provided for in this Agreement, of any controversy which might arise.

Section 2. A grievance is a dispute or difference of opinion raised by an employee, or by a group of employees (with respect to a single common issue) covered by this Agreement and against the department involving as to him/her the meaning, interpretation or application of the express provisions of this Agreement. A grievance must be filed with the County in writing as hereinafter provided, within five (5) working days of the occurrence of the incident resulting in the grievance. Failure to file a grievance in writing, as provided, will relieve the County of all financial obligations and shall not be binding upon the County.

Section 3. Any grievance or dispute which may arise between the parties including the application, meaning or interpretation of this Agreement, shall be put in writing and be settled in the following manner:

Step I. The Union Steward, with or without the employee, shall take up the grievance or dispute with the employee's immediate supervisor within five (5) working days of the date of the grievance or the employee's knowledge of its occurrence. The supervisor shall attempt to adjust the matter and shall respond to the Steward within five (5) working days.

Step II. If the grievance has not been settled, it shall be presented in writing by the Union Steward or the Union Grievance Committee to the department head within five (5) working days after the supervisor's response is due. The department head shall respond to the Union Steward or the Grievance Committee in writing within five (5) working days.

Step III. If the grievance still remains unadjusted, it shall be presented by the Union Steward, Union Representative or Grievance Committee to the Personnel & Labor Relations Committee of the County Board in writing within five (5) working days after the response of the department head is due. The Personnel & Labor Relations Committee shall respond in writing to the Union Steward, Representative or Grievance Committee (with a copy of the response to the Local Union) within five (5) working days.

Step IV. In the event the two parties do not agree after the steps outlined above, then either party may, within fifteen (15) days, request arbitration and the following procedure shall be followed:

A. The request for Arbitration shall be mailed to the opposite party in the dispute. The County and the Union, within five (5) working days of receiving notice, shall make a joint request with the Illinois Department of Labor, which will submit a panel of arbitrators, one of whom will decide the matter. A list of the panel of arbitrators shall be sent to both parties. The parties will alternately strike such submitted names until only one (1) name remains, who shall then automatically become the chosen arbitrator for that grievance.

B. The Arbitration Board shall not have the power to add to, subtract from, or modify, any of the terms of this Agreement.

C. The County shall pay the expenses of its witnesses, attorneys, etc., and the Union shall pay the expenses of its witnesses, attorneys, etc. Any common expenses incurred during an Arbitration Case shall be borne equally between the County and the Union.

D. The decision by the Arbitrator shall be final and binding on both parties to this Agreement.

E. The failure of either party to comply with the Grievance and Arbitration Procedure as outlined in this Article, will be considered as a contract violation and will permit the complying party to use any legal or economic recourse which they may deem necessary.

F. In the event of strikes, work-stoppages or other activities which are permitted in case of default, or failure to comply with final decision, no interpretation of this Agreement by any tribunal shall be binding upon the Union or affect the legality or lawfulness of the strike unless the Union stipulates to be bound by such interpretation, it being the intention of the parties to resolve all questions of interpretation by mutual agreement. Nothing herein shall prevent legal proceedings by the County where the strike is in violation of this Agreement.

Section 4: This grievance procedure shall be the exclusive remedy for all issues governed by this Agreement and included within the definition herein of a "grievance."

## ARTICLE 8 SEPARABILITY AND SAVINGS CLAUSE

Section 1. If any Article or Section of this Agreement, or of 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 of any Rider thereto shall not be affected thereby.

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

## ARTICLE 9 INSPECTION PRIVILEGES

Authorized agents of the Union shall have access to the County's establishment during working hours for the purpose of adjusting disputes investigating working conditions and ascertaining that the Agreement is being adhered to, providing, however, that there is no interruption of the County's working schedule.

## ARTICLE 10 LEAVES OF ABSENCE

Section 1 – Leave of Absence: Any employee desiring a leave of absence from his employment must secure written permission from both the Local Union and Employer. The maximum leave of absence shall be for thirty (30) days and may be extended for one like period. Permission for extension must be secured from both the Local Union and the Employer. During the period of absence, the employee shall not engage in gainful employment. Failure to comply with this provision shall result in the termination of the employee involved. Inability to work because of proven sickness or injury shall not result in termination or the loss of seniority rights.

No salary, wage or benefits will be paid during a leave of absence, and employees on such leave desirous of continuing their coverage in the group hospitalization plan shall be required to pay said premium.

Section 2 – Funeral Leave - Family Death: In the event of a death in the immediate family of an employee (spouse, parents, children, brothers, sisters, grandparents, grandchildren, mother-in-law, father-in-law), the employee, upon request, will be excused and paid for up to a maximum of three (3) consecutive scheduled work days, provided one such day is the day of the funeral. Funeral leave will be two (2) days if the funeral is on the weekend.

In the event of a death of an employee's brother-in-law, sister-in-law, spouse's grandparents, employee's aunt and uncles, or spouse's aunts and uncles, upon request, the employee will be excused and paid for up to one (1) scheduled work day, provided such day is the day of the funeral.

Section 3 – Civic Duty Leave: Employees required to appear before a court or other public body on any matter not related to their work in which they are not personally involved (as a plaintiff or defendant) and employees appointed to any position, who request a leave to perform their civic duty shall be granted a civic duty leave with pay (as set forth in the following paragraph) for the period necessary to fulfill their civic responsibilities.

Employees who are called for jury service or subpoenaed as witnesses shall be excused from work for the days on which they serve. Service as used herein includes required reporting for jury or witness duty when summoned whether or not they are used. Employees shall be paid the difference, if any, between the compensation they receive from the court or other public body and their wages for each day of service, except for appointive or elective officers.

Section 4 - Voting Leave: Employees entitled to vote may request up to two consecutive hours to do so in any general or special election or any election at which propositions are submitted to popular vote, during poll hours, provided they have requested the time off prior to Election Day. The employee may be required by his/her supervisor to submit proof of eligibility to vote by providing a copy of his/her voter registration card.

Section 5 – Personal Leave: Employees shall be entitled to four (4) personal leave days per fiscal year. Use of personal leave shall be requested in advance and must be approved by the

employee's supervisor. Personal leave days may not be carried over from one fiscal year to the next.

#### ARTICLE 11

Section 1 – Uniforms: The Employer agrees that if any employee is required to wear any kind of uniform as a condition of his continued employment, such uniform shall be furnished by the Employer, free of charge, at the standard required by the Employer. The cost of repairing and maintaining the uniform shall be paid by the employee. No employee shall be required to wear a uniform that does not bear the Union Label. Voluntary pooling arrangements for the purchase of uniforms shall not come within the scope of this Article.

Section 2 - Boot Allowance: Each employee will be eligible to receive up to \$200.00 per year, each year of the agreement, in reimbursement for a pair of work boots, payable upon the employee's submission of a receipt for same.

#### ARTICLE 12 HOLIDAYS

##### Section 1 - Designated Holidays:

For the purposes of this Agreement, only the following days shall be designated as paid holidays:

New Year's Day  
Martin Luther King Day  
President's Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Thanksgiving Friday  
Christmas Eve Day\*  
Christmas Day

When Christmas Day falls on Monday, Saturday, or Sunday, an additional floating holiday will be provided in lieu of Christmas Eve Day. The floating holiday shall be taken after Christmas Eve Day in the same fiscal year as the Christmas holiday.

Whenever a designated holiday falls on a Saturday, the preceding Friday shall be the paid holiday; whenever a designated holiday falls on a Sunday, the succeeding Monday shall be the paid holiday.

All regular part-time employees shall receive not less than pro-rata compensation for holidays based on the percentage of what their annual hours of employment bear to 2,080 hours.

#### Section 2 - Eligibility Requirements:

Employees shall be eligible for holiday pay under the following conditions:

A. The employee would have been scheduled to work on such day if it had not been observed as a holiday, unless the employee is on layoff status or sick leave,

and;

B. The employee worked his/her last scheduled work day prior to the designated holiday and the first scheduled workday after the holiday, unless excused as a leave of absence, or vacation, or due to other reasonable causes to be verified and substantiated by the employee to the satisfaction of the Employer. In the event of a dispute as to whether a "reasonable cause" exists, such dispute shall be subject to the grievance procedure outlined in this Agreement.

#### Section 3 - Holiday Compensation:

Any employee required to work on a holiday designated in this Article shall be compensated for all hours worked at the rate of one and one-half ( $1\frac{1}{2}$ ) times his/her regular straight-time rate of compensation, resulting in worked holiday hours being compensated at the premium-compensation rate of two and one-half ( $2\frac{1}{2}$ ) times an employee's regular straight-time rate of compensation.

### ARTICLE 13

#### CHECK OFF OF DUES/FAIR SHARE

Section 1 - Maintenance of Membership: Each employee who on the effective date of this Agreement is a member of the Union and each employee who becomes a member after that date, shall maintain his/her membership for a period of one (1) year from said date or until termination of the current collective bargaining agreement whichever occurs first, but shall continue in full force for yearly periods thereafter unless revoked by the employee by written notice to the Employer.

Section 2 - Fair Share: Employees covered by this Agreement who are not members of the Union or do not make application for membership within thirty (30) days of employment, shall be required to pay, in lieu of dues, their proportionate fair share of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment.

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 Labor Board list of charitable organizations. The Union shall certify to the Employer the charitable organization to which such payment is to be made or the employee may elect to pay cash, as long as such payment is paid, by furnishing a written receipt to the Union on a monthly basis that such payment has been made to the designated charitable organization.

Section 3 -Check-off/Fair Share Deductions: The Employer agrees to deduct twice each month, Union dues and Union sponsored benefit program contributions contingent upon deduction space available from the pay of those employees who are Union members covered by this Agreement and who individually, on a form provided by the Union, request in writing that such deductions be made. The Union shall certify the current amount of Union deductions. A Union member desiring to revoke their union membership may do so by written notice to the Employer and the Union in accordance with Section 1 of this Article. Thereafter, such employee shall pay their fair-share in accordance with Section 2 of this Article.

The proportionate fair-share payment, as certified to be current by the Union (not to exceed the amount of Union dues) pursuant to the Illinois Public Labor Relations Act, shall be deducted by the Employer from the earnings of the non-member each payday.

The amount of the above employee deductions shall be remitted to the Union, by the 15th of the succeeding month, after the deduction is made by the Employer with a listing of the employee, social security number, and the individual employee deduction(s).

Section 4 - 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.

#### ARTICLE 14 HEALTH AND WELFARE PLAN

Effective December 1, 2017, thru November 30, 2018 the Employer shall contribute to the Central States Southeast Areas Health and Welfare Fund, the sum of Three hundred Sixteen Dollars and Ninety Cents (\$316.90) per week for each employee covered under this Agreement who has been on the payroll thirty (30) calendar days or more, and is a regular employee, and who is regularly scheduled to work at least thirty (30) hours per week.

Effective December 1, 2018, thru November 30, 2019 the Employer shall increase the contribution set forth above to (not to exceed) Three Hundred Thirty-Five Dollars and Ninety Cents (\$335.90) per week.

Effective December 1, 2019, thru November 30, 2020 the Employer shall increase the contribution set forth above to (not to exceed) Three Hundred Sixty-Nine Dollars and Fifty Cents (\$369.50) per week.

If the contribution rate does not increase, or the increase is less; the employer will enjoy the savings.

If there is a refund to the Central State Pool Fund, the employer will retain the refund.

If an employee is injured off the job, required contributions shall be paid for the period of, or equal to the employee's sick leave, but in no event longer than six (6) months. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months.

If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Health and Welfare Fund during the period of absence.

Action for delinquent contributions may be instituted by either the Local Union, the Area Conference or the Trustees. Employers who are delinquent must also pay all attorney's fees and costs of collection.

At the expiration of the period preceding which the proper official of the Local Union has given seventy-two (72) hours' notice to the Employer of such delinquency in Health and Welfare payments, the employees or their representatives shall have the right to take such action as may be necessary until such delinquency payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting there from.

## ARTICLE 15 SICK LEAVE

### Section 1 – Eligibility:

A non-probationary employee contracting or incurring any non-service-connected sickness or disability which renders such employee unable to perform the duties of his/her employment or is attending an appointment with a doctor, dentist or other licensed professional medical practitioner shall be eligible to receive sick leave with pay for a period not to exceed the amount of such employee's accrued sick leave; provided, however, that such sickness or disability shall be bona fide. Sick leave shall be taken in increments of no less than one hour, except that pre-approved sick leave may be taken in one-half (.5) hour increments.

Employees shall be eligible to use up to twenty-four (24) hours of their accumulated sick leave per fiscal year to care for a sick parent, child or spouse. All provisions of this agreement applicable to sick leave for an employee's personal illness shall be applicable to sick leave to care for an ill parent, child or spouse.

If any employee has received sick leave contrary to the provisions of this Article through any misrepresentation(s) made by the employee or by anyone else on his/her behalf, said

employee shall reimburse the Employer in an amount equal to the sick leave pay so received, and said employee will be subject to discipline in accordance with Article 14 (Discipline and Discharge).

Section 2 - Accumulation: Full- and part-time employees will accrue sick leave at the rate of .061539 hours (the equivalent of 16 days per fiscal year) for each hour compensated at the regular, straight-time rate. Employees shall first be eligible for sick leave after they have completed their probationary period of employment with the Employer.

Employees shall accumulate sick leave so long as they are in the service of the County, subject to the provisions of this Article, to a maximum of 1,920 hours of sick leave.

#### Section 3 – Verification:

Any employee absent from work as a result of sick leave for three or more consecutive work days shall not be allowed to return to work until the employee has provided the County with a written certification from a licensed physician that the employee is able to perform the duties of his/her employment. In any event, the Employer shall have the right to require a doctor's written certification or other reasonable proof of illness where the Employer has reasonable grounds to suspect abuse.

Acceptable verification will be acceptable if it includes the medical practitioner's name, address, phone number, the pertinent date(s) in question and an indication that the employee was unable to work due to personal or family illness.

#### Section 4 - Compensation For Unused Accumulated Sick Leave:

Upon termination of employment, employees will be paid for up to one-half of unused sick leave accumulated, up to a maximum of 480 hours paid, provided their termination is for the following reasons:

The employee is retiring from service and is subject to receive pension funds through the Illinois Municipal Retirement Fund which were earned due to his/her completing the required years of service under said fund; and provided that the required years of service were with the County.

The employee dies or becomes disabled and is unable to perform the duties of his/her employment with the County and is leaving the service of the County, having furnished the Employer with documented evidence of such disability in the form of a statement from a licensed physician; or, the employee's spouse or legal dependent has become disabled or contracted an illness which required the termination of his/her employment and the employee has furnished the County with documented evidence of such disability or illness in the form of a statement from a licensed physician.

Employees will not be paid for accumulated sick leave if their reasons for termination are for voluntary change of employment or involuntary dismissal.

The amount of payment for unused sick leave is to be calculated at the employee's rate of pay in effect on the payday immediately preceding the date of the employee's permanent separation.

#### Section 5 - Workers' Compensation:

In the event that an employee is disabled in a service-connected injury or illness, he/she shall be eligible for a sick leave pay for only those days for which he/she is ineligible for compensation under the State of Illinois Workers' Compensation insurance laws.

### ARTICLE 16 VACATION

Section 1 - Eligibility and Allowance: Employees shall be granted an annual paid vacation for the period specified below based upon the following service requirements:

<u>Service Requirements</u>	<u>Vacation Period</u>
After one (1) year of employment (anniversary date)	Two (2) weeks (10 days)
After five (5) years of employment (anniversary date)	Three (3) weeks (15 days)
After ten (10) years of employment (anniversary date)	Four (4) weeks (20 days)
After twenty (20) years of employment (anniversary date)	Five (5) weeks (25 days)

Section 2 - Vacation Pay: The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the pay day immediately preceding the employee's vacation period.

Employees shall receive their vacation pay at regular pay periods, except that employees desiring advance vacation pay shall notify the Employer at least three weeks prior to commencing their vacation.

Section 3 - Choice of Vacation Period: Vacations will be taken at such times of the year as will not unduly interfere with the efficient scheduling of matters of the Employer. In the event it becomes necessary to limit the number of employees who can take vacation at the same time, those employees having greater seniority shall have the first choice of vacation periods. Vacation periods shall be taken each year. An employee who does not request a vacation period prior to the end of the ninth month following his/her anniversary year in which the vacation

was earned, shall be scheduled for a vacation by the Employer. The vacation shall be scheduled within the three remaining months of the employee's anniversary year.

Section 4 - Holidays During Vacation Period: If a holiday occurs during the calendar week in which a vacation is taken by an employee, the employee's vacation period shall be extended one (1) additional work day with pay.

Section 5 - Work During Vacation Period: Any employee who is requested to and does work during his/her scheduled vacation period shall be paid for regular hours at their regular rate.

In addition, the employee's vacation may be rescheduled to any future period the employee may request, within the remaining months of the employee's anniversary year, provided that this request will not unduly interfere with the needs of the Employer.

Section 6 - Vacation Rights in Case of Lay-Off or Separation: Except as hereinafter provided, any employee who is laid off, retired or separated from the service of the Employer for any reason, prior to taking the vacation which was earned during his/her previous anniversary year, shall be compensated in cash at his/her regular rate of pay for the unused vacation.

Further, any employee who has completed a minimum of one (1) year's continuous service with the Employer and is laid off, retired or separated for any reason, shall receive a pro-rata share of his/her vacation earned during the employee's current anniversary year. Said pro-rata payment shall be based on completed months of service counted from the employee's most recent anniversary date (i.e. a July 16, 1979 anniversary date with a November 15, 1979 separation date would constitute four (4) completed months of service). The number of vacation days paid shall be determined by multiplying the completed hours of service times the pro-rata days earned per month according to length of service as follows:

One (1) Year	- hire to 8320 hrs - .03847 hr/hr (Two (2) weeks)
Five (5) Years	- 8321 to 18720 hrs - .05770 hr/hr (Three (3) weeks)
Ten (10) Years	- 18721 to 39520 hrs - .07693 hr/hr (Four (4) weeks)
Twenty (20) plus Years	- 39521+ hrs - .09616 hr/hr (Five (5) weeks)

## ARTICLE 17

### SAFETY AND HEALTH

The County shall continue to make reasonable provisions for the safety and health of its employees during the hours of employment by providing all necessary equipment needed to comply with O.S.H.A., as well as raincoats and boots to work outdoors in inclement weather. Employees are responsible for the care and proper usage of all such safety and inclement weather protective equipment issued to them by the County.

## ARTICLE 18 HOURS OF WORK

Section 1 - Regular Hours: The Madison County Rabies Control Center work schedule shall be 8:00 a.m. to 4:00 p.m. A paid daily lunch period of thirty (30) minutes shall be scheduled from 12:00 p.m. until 12:30 p.m., if work situation permits. If an employee works through his lunch period, he will not be paid at the rate of time and one-half ( $1\frac{1}{2}$ ) but shall receive a thirty (30) minute paid lunch period as soon as work situation permits. Any variance to scheduled lunch period shall be approved by immediate supervisor.

During times of emergencies shift work shall be applicable, seniority being adhered to as closely as possible. In the event that any job cannot be filled by employees of this bargaining unit, the County shall have the right to fill the vacancies during the emergency by other means.

During the year, the Employer may establish flexible starting and quitting times for some of its members, however, such starting times shall not be prior to 6:00 a.m. or after 9:00 a.m. Unless mutually agreed upon for purposes of this paragraph, a twenty-four (24) hour advance notice shall be given by the County when requesting such change. The twenty-four (24) hour advance notice shall not be required, however, in the event of emergencies.

Section 2 - Breaks: All employees shall receive a paid fifteen (15) minute break between the second and third hours and between the sixth and seventh hours of each workday.

Section 3 - Overtime: All work performed by any employee in excess of eight (8) hours within a twenty-four (24) hour period or in excess of forty (40) hours in any one (1) week shall be paid at one and one-half ( $1\frac{1}{2}$ ) times the regular rate of pay. Authorized sick leave taken during the work week shall be counted as time worked for the computation of overtime. Sunday work in the Animal Control Department will be paid at overtime rate ( $1\frac{1}{2}$  times) with a minimum of two hours to be paid for any amount of work. The maximum amount will be determined by the Administrator.

When an employee is called out during non-regular working hours (other than normal overtime situations) he or she shall be paid a minimum of four (4) hours at the rate of one and one-half ( $1\frac{1}{2}$ ) times their regular rate of pay.

Section 4 - Distribution of Overtime: This Section shall not be construed as a guarantee of hours of work per day or per week, or a guarantee of days of work per week. All overtime shall be distributed equally among the employees who normally do the work which will be performed on overtime according to the seniority of such employee.

Section 5 - Payment for Meals During Overtime: When an employee works in excess of two (2) hours overtime, he shall be paid the sum of Ten Dollars (\$10.00) for the purchase of a meal. This will apply each four (4) hours beyond ten (10) hours worked in succession.

Section 6: The officer called out during non-regular working hours (other than normal overtime situations) shall be paid for actual total hours worked plus total travel time accumulated during the course of the call out. Should the total time worked and expended in travel for any such call out be less than four (4) hours, the officer will be paid for a four (4) hour minimum.

Should an employee be called out again within the same four (4) hour minimum allotted for a previous call out, the second call out shall be considered an extension of the first call out. The rate of pay for call out work shall be one and one-half (1 1/2) times regular pay. The officer on call shall take the animal control vehicle home with him the week he is on call. This vehicle shall be used for official County business only. Any other use of the vehicle is prohibited.

A call out schedule will be maintained by the Madison County Lead Animal Control Officer.

1. Said call out schedule will be comprised of all personnel in the position(s) of Lead Animal Control Officer and Animal Control Officers. The officer on call will keep a log of all call outs made; the log will consist of the date and time that the call out was made.

2. One (1) officer shall be on call each week. This officer shall receive One Hundred Dollars (\$100.00) for carrying the call out phone this week.

#### ARTICLE 19 WAGES

December 1, 2017	Increase wages	1.0%
December 1, 2018	Increase wages	1.0%
December 1, 2019	Increase wages	1.0%

Rates of Pay: The following hourly rates of pay shall be in effect from December 1, 2017 through November 30, 2020:

	12/1/17	12/1/18	12/1/19
Lead Animal C/O	\$29.81	\$30.10	\$30.40
Animal Control Off.	\$27.92	\$28.20	\$28.48
Kennel Helper	\$16.23	\$16.39	\$16.56

The following wage scale will be put into effect for all employees hired after November 10, 1996.

	12/1/17	12/1/18	12/1/19
<u>Animal Control Officer:</u>			
1 <sup>st</sup> year	\$19.10	\$19.29	\$19.48
2 <sup>nd</sup> year	\$25.28	\$25.53	\$25.79
3 <sup>rd</sup> year	\$26.18	\$26.44	\$26.71
4 <sup>th</sup> year	\$27.06	\$27.33	\$27.60
5 <sup>th</sup> year	\$27.92	\$28.20	\$28.48

Effective December 1, 2010, the wage rate of any employee covered by this Agreement and who shall have been employed by the Madison County Animal Control Department for no less than fifteen (15) years on or after December 1, 2010 shall be increased by an additional forty cents (\$.40) per hour.

The County shall schedule one Animal Control Officer to work in the pound in addition to the Lead Animal Control Officer at Animal Control Officer's pay, unless the Administrator determines conditions require all Wardens to be in the field.

Animal Control Officer will be paid at the Lead Animal Control Officer rate if assigned to perform the duties of the Lead Animal Control Officer for one day or more.

Both parties agree that the employer shall reimburse employees for any health and welfare contributions made prior to this contract being enacted, in accordance with the contribution rates in Article 17.

Both parties agree that the wage rate increase due on 12/1/17 shall be retroactive and paid out to employees.

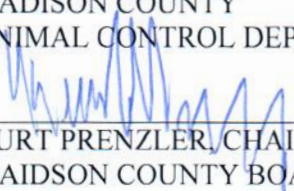
## ARTICLE 20 DURATION OF AGREEMENT

This Agreement shall go into effect on December 1, 2017, and shall continue to be in full force and effect until November 30, 2020, and shall continue in effect from year to year thereafter unless notice is given by either party in writing sixty (60) days prior to November 30, 2020, or sixty (60) days prior to November 30th in any subsequent year.

Either party may have the right to call a meeting for the purpose of negotiating a new Agreement at any time between January 1st and December 31st of any year after 2020.

IN WITNESS WHEREOF, the parties hereto have signed and executed this and several other copies this 28 day of March, 2018.

FOR THE EMPLOYER:  
MADISON COUNTY  
ANIMAL CONTROL DEPARTMENT

  
\_\_\_\_\_  
KURT PRENZLER, CHAIRMAN  
MADISON COUNTY BOARD

FOR THE UNION:  
CHAUFFEURS & TEAMSTERS  
LOCAL UNION NO. 525

  
\_\_\_\_\_  
ASSISTANT BUSINESS REPRESENTATIVE