

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE COUNTY OF MADISON, ILLINOIS**

**AND**

**THE AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES, COUNCIL 31,  
ON BEHALF OF LOCAL 799**

**EFFECTIVE  
DECEMBER 1, 2016 TO NOVEMBER 30, 2020**

**TABLE OF CONTENTS**

	<u>PAGE</u>
<b>PREAMBLE</b> .....	<b>1</b>
<b>ARTICLE 1 RECOGNITION</b> .....	<b>1</b>
<b>ARTICLE 2 MANAGEMENT RIGHTS</b> .....	<b>2</b>
Section 2.01. Exclusive Rights of Employer .....	2
Section 2.02. Employer’s Right of Authority .....	3
Section 2.03. No Separate Agreements.....	3
<b>ARTICLE 3 UNION SECURITY AND ACTIVITIES</b> .....	<b>3</b>
Section 3.01. Maintenance of Membership .....	3
Section 3.02. Fair Share .....	4
Section 3.03. Check Off/Fair Share Deduction .....	4
Section 3.04. Indemnification .....	4
Section 3.05. Union Activities .....	4
Section 3.06. Visits by Union Representatives.....	6
Section 3.07. Paid Time for Contract Negotiations .....	6
Section 3.08. Union Security .....	6
Section 3.09. Contract.....	6
Section 3.10. Union Orientation .....	6
Section 3.11. Bulletin Board.....	7
<b>ARTICLE 4 HOURS OF WORK/OVERTIME</b> .....	<b>7</b>
Section 4.01. Regularly Scheduled Hours .....	7
Section 4.02. Hours of Work/Work Day and Week .....	7
Section 4.03. Continuous Operations.....	8
Section 4.04. Call-Offs .....	8
Section 4.05. Tardiness/Absence from Work .....	9
Section 4.06. Overtime/Compensatory Time.....	9
Section 4.07. Use of Compensatory Time .....	10
Section 4.08. Premium Compensation.....	10
Section 4.09. Distribution of Overtime.....	10
Section 4.10. Sunday Work .....	11
Section 4.11. Call-Back Pay .....	11
<b>ARTICLE 5 REST PERIODS</b> .....	<b>11</b>
<b>ARTICLE 6 MEAL PERIODS</b> .....	<b>11</b>
<b>ARTICLE 7 SENIORITY</b> .....	<b>12</b>
Section 7.01. Definition .....	12
Section 7.02. Probationary Employees/Probationary Period.....	12

	Section 7.03.	Breaks in Continuous Service.....	12
	Section 7.04.	Promotions.....	13
	Section 7.05.	Temporary Job Openings.....	14
	Section 7.06.	Demotion.....	14
	Section 7.07.	Lay Off.....	14
	Section 7.08.	Recall.....	15
	Section 7.09.	Bumping.....	15
	Section 7.10.	College Students.....	15
	Section 7.11.	Part Time Employees.....	15
<b>ARTICLE 8</b>	<b>HOLIDAYS</b>	.....	<b>16</b>
	Section 8.01.	Designated Holidays.....	16
	Section 8.02.	Eligibility Requirements.....	17
	Section 8.03.	Holiday Compensation.....	17
<b>ARTICLE 9</b>	<b>VACATIONS</b>	.....	<b>17</b>
	Section 9.01.	Eligibility and Allowance.....	17
	Section 9.02.	Vacation Pay.....	18
	Section 9.03.	Choice of Vacation Period.....	18
	Section 9.04.	Holidays during Vacation Period.....	19
	Section 9.05.	Work during Vacation Period.....	19
	Section 9.06.	Vacation in Case of Separation.....	19
<b>ARTICLE 10</b>	<b>SICK LEAVE</b>	.....	<b>19</b>
	Section 10.01.	Eligibility.....	19
	Section 10.02.	Accrual/Accumulation.....	19
	Section 10.03.	Verification.....	20
	Section 10.04.	Compensation for Unused Accumulated Sick Leave.....	20
	Section 10.05.	Accumulated Sick Leave prior to November 30, 1975.....	21
	Section 10.06.	Workers' Compensation.....	21
<b>ARTICLE 11</b>	<b>LEAVES OF ABSENCE</b>	.....	<b>21</b>
	Section 11.01.	Eligibility Requirements.....	21
	Section 11.02.	Application for Leave without Pay.....	21
	Section 11.03.	Paid Leaves.....	22
	Section 11.04.	Family and Medical Leave.....	23
	Section 11.05.	Failure to Return from Leave of Absence.....	23
	Section 11.06.	Military Leave.....	23
<b>ARTICLE 12</b>	<b>HEALTH BENEFITS</b>	.....	<b>23</b>
<b>ARTICLE 13</b>	<b>WAGES</b>	.....	<b>24</b>
	Section 13.01.	Base Wages.....	24
	Section 13.02.	FY 2017, FY 2018, FY 2019 and FY 2020 Increases.....	25

	Section 13.03. Shift Differential .....	25
	Section 13.04. Pay Period .....	25
	Section 13.05. Job Classifications .....	25
	Section 13.06. Promotions and Bumping .....	26
	Section 13.07. Job Audits .....	26
<b>ARTICLE 14</b>	<b>DISCIPLINE AND DISCHARGE .....</b>	<b>28</b>
	Section 14.01. Discipline .....	28
	Section 14.02. Investigatory Interview .....	28
	Section 14.03. Pre-disciplinary Meeting Discipline .....	29
	Section 14.04. Discharge .....	29
<b>ARTICLE 15</b>	<b>SETTLEMENT OF DISPUTES .....</b>	<b>29</b>
	Section 15.01. Grievance Procedure .....	29
	Section 15.02. Pertinent Witnesses and Information .....	31
<b>ARTICLE 16</b>	<b>STRIKES AND LOCKOUTS .....</b>	<b>31</b>
	Section 16.01. Lockouts .....	31
	Section 16.02. Strikes, Work Stoppages and Work Slow-Downs .....	31
	Section 16.03. Sanctions for Breach .....	31
	Section 16.04. Picket Line .....	31
<b>ARTICLE 17</b>	<b>GENERAL PROVISIONS .....</b>	<b>31</b>
	Section 17.01. No Discrimination .....	31
	Section 17.02. Work Rules .....	32
	Section 17.03. Protective Clothing .....	32
	Section 17.04. Indemnification .....	32
	Section 17.05. Employee Review of Personnel File .....	32
	Section 17.06. Americans with Disabilities Act .....	32
	Section 17.07. Political Fund Raising .....	32
	Section 17.08. Health and Safety Committee .....	32
	Section 17.09. Sexual Harassment .....	33
	Section 17.10. Mileage Reimbursement .....	33
	Section 17.11. County Sponsored Events .....	33
	Section 17.12. Polygraph Tests .....	33
	Section 17.13. Working Day Defined .....	33
<b>ARTICLE 18</b>	<b>SUB-CONTRACTING .....</b>	<b>33</b>
<b>ARTICLE 19</b>	<b>LABOR-MANAGEMENT MEETING .....</b>	<b>33</b>
<b>ARTICLE 20</b>	<b>SEPARABILITY AND SAVINGS .....</b>	<b>34</b>
<b>ARTICLE 21</b>	<b>TRAVEL POLICY FOR TRAINING CONFERENCES AND WORKSHOPS .....</b>	<b>34</b>
	Section 21.01. Single Day Attendance .....	34

	Section 21.02. Overnight Attendance .....	34
<b>ARTICLE 22</b>	<b>NOTICES .....</b>	<b>35</b>
<b>ARTICLE 23</b>	<b>TERM OF AGREEMENT.....</b>	<b>36</b>
<b>APPENDIX A</b>	<b>MADISON COUNTY PAY STEP PLAN.....</b>	<b>37</b>
<b>APPENDIX B</b>	<b>BARGAINING UNIT JOB TITLES AND GRADES .....</b>	<b>41</b>
<b>MEMORANDUM OF UNDERSTANDING – FAMILY AND MEDICAL LEAVE MEMORANDUM.....</b>		<b>46</b>
<b>MEMORANDUM OF UNDERSTANDING – MILITARY LEAVE POLICY .....</b>		<b>46</b>
<b>MEMORANDUM OF UNDERSTANDING – JOB AUDITS .....</b>		<b>48</b>
<b>MEMORANDUM OF UNDERSTANDING – INSURANCE POOL FUND REPORT .....</b>		<b>48</b>
<b>MEMORANDUM OF UNDERSTANDING – INSURANCE POOL TASK FORCE .....</b>		<b>48</b>
<b>MEMORANDUM OF UNDERSTANDING – ARBITRATION PANEL.....</b>		<b>48</b>
<b>MEMORANDUM OF UNDERSTANDING – HEALTH IMPROVEMENT PROGRAM .</b>		<b>50</b>
<b>MEMORANDUM OF UNDERSTANDING – EARLY RETIREMENT INCENTIVE .....</b>		<b>50</b>
<b>MEMORANDUM OF UNDERSTANDING – INTERPRETOR PAY.....</b>		<b>50</b>
<b>MEMORANDUM OF UNDERSTANDING – SIGNATURE PAGE .....</b>		<b>41</b>

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**MADISON COUNTY**

**and**

**The American Federation of State, County and Municipal Employees, Council 31, AFL-CIO.**

**For And On Behalf Of  
AFSCME Local 799**

**PREAMBLE**

This Agreement entered into by the County of Madison, Illinois, and its applicable elected officials, hereinafter referred to as the "Employer", and Council 31, for and on behalf of Local 799 of the American Federation of State, County and Municipal Employees, AFL-CIO, such local union being hereinafter referred to as the "Union," has as its purpose the promotion of harmonious relations between the Employer and the Union and the establishment of an equitable and peaceful procedure for the resolution of differences. It is the intent and purpose of the parties to this Agreement to set forth herein the entire agreement of the parties covering rates of pay, hours of work and other conditions of employment.

**ARTICLE 1  
RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing salaries, wages, hours and other conditions of employment for all of its full-time and regular part-time employees reflected in Schedule A of this Agreement, excluding the following:

- A. Elected officials;
- B. Contractual employees;
- C. Department administrators;
- D. Chief Deputies of elected officials;
- E. Chief Deputies of department administrators;
- F. Those employees who by reason of their employment are required to have a professional degree as a condition of their employment;
- G. Administrative secretaries directly responsible to elected officials or department administrators;
- H. Those employees of the Madison County Highway Department who are presently represented by other unions;
- I. Those employees of the Sheriff's Department who are presently represented by other unions;
- J. All other supervisory personnel not hereinafter listed;
- K. All employees of the Madison County Circuit Clerk's office;

- L. All employees of the Chief Judge of the Third Judicial Circuit, including all employees in the Public Defender's office, Probation and Court Services Department, Detention Home and Jury Commission; and bailiffs.

For the purposes of this Agreement, the terms “supervisor” and “professional employee” shall be defined in accordance with the Illinois Public Labor Relations Act, 5 ILCS 315/1, et. seq. as amended from time to time. Jobs or job titles shall not be established deliberately for the purpose of excluding employees from the Union.

Employees of the Treasurer's Office hired after December 1, 1992 and who do not fall under one of the exemptions stated above are covered by the provisions of this agreement. The employees listed on the Treasurer's Office seniority list as of the date of the signing of this agreement shall maintain any and all benefits that they enjoyed under the previous agreement between the Union and the Treasurer.

The Employer recognizes the integrity of the bargaining unit, and will not take any action directed at eroding it. Subject to the provisions of this Agreement, the Employer will continue to endeavor to assign bargaining unit work to bargaining unit employees.

Part Time Employees are defined as employees who are scheduled to work at least twenty (20) hours per week and who have been employed by the County for at least six (6) consecutive months at an average of twenty (20) hours of work per week.

## **ARTICLE 2**

### **MANAGEMENT RIGHTS**

#### **Section 2.01. Exclusive Rights of Employer**

Except as amended, changed or modified by this Agreement, the Employer retains the sole and exclusive rights to manage the affairs of the County and to direct the employees of the County, including, but not limited to, the following:

- a. The right to determine its mission(s), policies, and to set forth all standards of service offered to the public;
- b. To plan, direct, control and determine the operations and services to be conducted by employees of the County;
- c. To determine the methods, means and number of personnel needed to carry out the mission(s) of the County;
- d. To direct the entire working force of the County, including the establishment of work standards;
- e. To assign, schedule and evaluate work by employees;
- f. To select, hire, schedule, transfer, promote or demote employees;

- g. To suspend, discipline or discharge employees for just cause;
- h. To lay off or relieve employees;
- i. To make, publish and enforce rules and regulations;
- j. To introduce new or improved methods, equipment and facilities;
- k. To test employees;
- l. To determine its budget and dollar amounts adopted thereto.
- m. To determine the basis for selection, retention and promotion of all employees.

It is further understood and agreed that the ownership, maintenance and control of County properties and facilities are functions possessed solely and exclusively by the Employer.

**Section 2.02. Employer's Right of Authority**

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

**Section 2.03. No Separate Agreements**

All personnel policies instituted by any County department which apply to employees covered by this Agreement shall not conflict with any provisions of this Agreement.

The Employer agrees not to enter into any agreement, or contract with any County employee, individually or collectively, and the Union agrees not to enter into any agreement with any appointed or elected County official, which in any way conflicts with the terms and provisions of this Agreement. Any and all agreements concerning wages, hours or conditions of employment shall be null and void if not authorized and mutually agreed upon in writing by representatives designated by both the Union and the County Board.

**ARTICLE 3**  
**UNION SECURITY AND ACTIVITIES**

**Section 3.01. Maintenance of Membership**

Each employee who on the effective date of this Contract is a member of the Union, and each employee who becomes a member after that date, shall maintain his/her membership during the term of this Contract except as provided herein.

**Section 3.02. Fair Share**

Employees covered by this Agreement who are not members of the Union or do not make application for membership within ninety (90) 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 3.03. Check Off/Fair-Share Deductions**

The Employer agrees to deduct, on each payday, Union dues, PEOPLE, 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, or 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 his/her Union membership may do so by written notice to the Employer and the Union during the thirty-day (30-day) period prior to the expiration date of this Contract. Thereafter, such employee shall pay his/her fair share in accordance with Section 3.02 of this Article. The Local 799 Treasurer shall also be provided a copy of the itemized statement.

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 each non-member employee covered by this Agreement each payday.

The amount of the above employee deductions shall be certified to the Employer by AFSCME Council 31, and the aggregate deduction of all employees shall be remitted to AFSCME Council 31 with an itemized statement listing each bargaining-unit employee, social security number and the individual employee deductions by the 15th day of the month succeeding the payroll date. The Local 799 Treasurer shall also be provided a copy of the itemized statement.

### **Section 3.04. 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 3.05. Union Activities**

Employees shall not engage in Union activities during working hours, except as provided herein. The Union agrees to increase the number of shop stewards in order to spread the following activities among more employees. The goal will be to have one shop steward for each Department/Office.

A duly authorized Union representative(s) will be permitted reasonable time away from his/her assigned job without loss of pay during working hours to:

1. investigate, file and process grievances;
2. transmit communications authorized by the local Union or its officers to the Employer or its authorized representatives;
3. consult with the Employer or its authorized representative concerning the enforcement of any provision of this Agreement;
4. collect Union dues, initiation fees and assessments, but only if these same funds cease to be collected through payroll deduction as is currently done by the Employer;
5. Distribute Union literature.

"Duly authorized Union representatives" shall be defined as an elected Union officer or steward previously designated by the Union in writing to the Employer, provided that the Employer has had a reasonable opportunity to acknowledge such written notice.

An employee filing or intending to file a grievance, or who witnessed an occurrence giving rise to a grievance and whose testimony is pertinent to the Union's presentation or argument, will be permitted reasonable time without loss of pay to attend a grievance meeting and/or to respond to the Union's investigation.

No employee or Union representative shall leave his/her work to pursue any union activity without first notifying his/her appropriate supervisor, or the supervisor's designee, and making arrangements which are mutually acceptable to the employee and the appropriate supervisor, or the supervisor's designee, in order for the employee to leave his/her job. Permission shall not be unreasonably denied by a supervisor.

Any time spent in unauthorized union activities by any employee covered by this Agreement shall be deducted from the employee's pay. "Unauthorized union activity" shall be defined as any activity relating to union matters that is undertaken by the employee during working hours which is contrary to, or not expressly provided for by, this Agreement.

The Union shall notify the Employer, in writing, of the names of Union officials and stewards, and any changes which may occur from time to time after said initial notification

An employee elected as an Officer of AFSCME Local 799 or otherwise designated by Local 799 to attend Union sponsored workshops, training seminars, or State and International Conventions may request a leave without pay under the provisions of Article 11, Section 11.02 of this Agreement to attend such functions. Notwithstanding the provisions of Article 11, Section 11.02, such time off without pay will not be detrimental in any way to the employee's record, inclusive of their seniority date. However, such employees shall not accrue sick leave, or vacation time while on such leave without pay.

### **Section 3.06. Visits by Union Representatives**

Any meeting between the Employer and accredited representatives of the Union, whether a local Union representative, District Council representatives or International representatives, shall be held at such time as is mutually agreed upon by both parties.

### **Section 3.07. Paid Time for Contract Negotiations**

A bargaining-unit employee(s) covered by this Agreement who is designated by the Union in its written notice to modify this Agreement or others it has with the Employer, in accordance with the agreements' termination articles, may be allowed reasonable time off work to attend meetings between representatives of the Employer and the Union for the purposes of negotiating an agreement by and between the Employer and the Union. Time and location of contract negotiations for this contract shall be fixed per mutual agreement. If mutual arrangements for negotiating sessions fall during the work hours of an employee covered by this agreement, such employee shall be allowed reasonable time off to attend said meetings without any loss of pay.

Said employee(s) shall not leave her/his work to attend such meetings without first receiving permission to take time off work from her/his appropriate supervisor, or said supervisor's designee.

### **Section 3.08. Union Security**

The Employer agrees not to interfere with the rights of bargaining-unit employees to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Employer or Employer representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union; provided that such activity does not violate the terms of this Agreement.

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

### **Section 3.09. Contract**

Employer agrees to maintain a copy of this Agreement in each County Office as well as on the Internet and County intranet. The County and the Union will divide equally the cost of printing a copy of the Agreement for each bargaining unit member.

### **Section 3.10. Union Orientation**

Employer will provide to new employee's materials which the Union desires the new employees to possess. Employer will provide lists of new employees to the Union each payday. The Union shall be permitted to conduct a Union orientation for all new employees. Orientation held during regular work hours shall not begin prior to 4:00 p.m. and may not occur more frequently than bi-monthly. Management shall provide the Union with a suitable conference room to conduct the orientation.

### **Section 3.11. Bulletin Board**

The Employer shall provide a location for the Union to place a locked bulletin board for the Union's use. The size and location shall be mutually agreed to by the parties. It shall be mutually agreed by the parties as to who will have a key, one representative from Management and one representative from the Union. The bulletin board shall be for the sole and exclusive use of the Union. The items posted shall not be political (including solicitation of funds or volunteers for a political candidate or political party), partisan or defamatory in nature. Should Management have a concern with the content of a posted item, Management will contact the designated Union representative to discuss resolution of the concern which may include a disclaimer from Management with regard to the item if it remains posted.

## **ARTICLE 4** **HOURS OF WORK/OVERTIME**

This Article is intended to define the normal hours of work and to provide the basis for the calculation of overtime. Nothing contained herein shall be construed as a guarantee of hours of work.

### **Section 4.01. Regularly Scheduled Hours**

Regularly scheduled hours will be consecutive except that they may be interrupted by a lunch period. No employee shall be regularly scheduled to work more than forty (40) hours in a work week, except for continuous-operations employees, who shall not be regularly scheduled to work more than eighty (80) hours in a fourteen-day (14-day) work period.

The Employer shall not change an assigned work schedule except in cases of emergencies or in accordance with Section 4.02 of this Article. For the purposes of this Section, "emergencies" shall be defined as: absences by employees due to illness, vacation or training, or other leaves of absences; and circumstances beyond the Employer's control (i.e., acts of God).

### **Section 4.02. Hours of Work/Work Day and Week**

Except for continuous-operations employees, the work week will normally consist of forty (40) hours of work between 12:00 a.m. Saturday and midnight on the Friday immediately following. The work schedule for continuous-operations employees shall be fourteen consecutive calendar days between 12:00 a.m. Saturday and midnight on the second Friday thereafter. The work day will normally consist of eight (8) consecutive hours of work within a twenty-four-hour (24-hour) period.

The Employer, upon providing forty-eight (48) hours' notice, may establish daily flexible starting and/or quitting times for employees within a department. However, except for continuous-operations employees, it is understood and agreed that such flexible times for the beginning of normal shifts shall not be more than three hours prior to the regular starting time; nor shall the ending of normal shifts be more than two and one-half hours later than the regular ending time, except by mutual agreement of the Employer and the Union.

The Employer may, upon 48 hours' notice to the Union (except in cases of emergencies related to the department's operating needs), establish an afternoon shift, with regular hours of 4:00 p.m. to midnight, and/or a midnight shift, with regular hours of midnight to 8:00 a.m., in the Facilities Management, the Information Technology Department, the Coroner's Office and the Health Department. The selection of the shift shall be by seniority or by volunteer. It is agreed that the flex time provisions of this section also apply to the shifts defined in this paragraph. These shifts shall be given the appropriate shift differential in Section 13.03.

#### **Section 4.03. Continuous Operations**

Continuous operations are defined as operations for which there is regularly scheduled employment for twenty-four (24) hours a day, seven (7) days a week. Work schedules shall be posted for these areas showing the employee's shift, work days and hours.

Upon providing twenty-four (24) hours advance notice, the Employer may establish daily flexible starting and/or quitting times for continuous-operations employees. Such flexible times for the beginning of work shifts shall not be more than two (2) hours prior to normal, regularly scheduled starting times, nor two (2) hours later than normal, regularly scheduled ending times, except by mutual agreement of the Employer and the Union.

Should it be necessary to change current schedules concerning the number of regularly scheduled days off or consecutive days worked, the Employer shall give notice of such changes as far in advance as practical. Should the Union wish to negotiate with the Employer concerning said changes in regularly scheduled days off or consecutive days normally worked, it shall notify the Employer within forty-eight (48) hours of being notified by the Employer in order to schedule negotiations.

If they are requested by the Union, negotiations by and between the parties shall begin within one week of the Employer's notification being sent to the Union.

If the Employer has reasonable cause for changing regularly scheduled days off or the number of consecutive days worked, and the parties cannot reach an agreement through negotiations in two (2) calendar weeks, the Employer will implement its proposed changes in the schedule pending final resolution of the dispute.

Should the Union protest such changes as implemented by the Employer, it may pursue said matter through the grievance procedure provided for in Article 15 of this Agreement at Step 3. Should the parties be unable to reach agreement concerning said schedule changes, and if the matter comes before an arbitrator, the arbitrator shall have authority only to decide whether said schedule changes are warranted, and on that basis, whether said changes may be implemented.

Schedule changes for reasons other than programmatic or operational needs may be made only by mutual agreement.

#### **Section 4.04. Call-offs**

The Employer shall notify employees by the preceding shift if the employees need not report for work. It is understood that when the Employer chooses to reduce the number of employees who

are scheduled to work, call-offs shall occur on the basis of departmental seniority by applicable shift and job classification: that is, the most-senior employee by job classification in a department will be given first choice of working or not working; the second most senior will be next to choose, and so on, in order of seniority within a job classification and department.

#### **Section 4.05. Tardiness/Absence from Work**

Employees assigned to the Jail shall notify their immediate supervisors two (2) hours prior to their shift's starting time if they are unable to report for work.

All other employees covered by this Agreement shall notify their immediate supervisor of their inability to report for work within one (1) hour of their scheduled starting time. Failure to report off from work as provided herein shall result in the absence being counted as leave without pay. Failure to call off at the proper time for a second successive day shall result in additional disciplinary action. Excessive tardiness or absence on the part of an employee shall be considered grounds for disciplinary action by the Employer.

#### **Section 4.06. Overtime/Compensatory Time**

The Employer has the exclusive right to determine when and if overtime is needed and the number of employees needed to complete the job. Overtime work must be authorized in advance by the appropriate supervisor. Except for continuous-operations employees, overtime will be compensated at the premium-compensation rate of one and one-half times the regular rate for each overtime hour worked in excess of forty (40) hours in a work week or eight (8) consecutive hours in a work shift. For continuous-operations employees, overtime will be compensated at the premium-compensation rate of one and one-half times the regular base rate for each overtime hour worked in excess of eighty hours in a fourteen-day (14-day) work cycle, or eight (8) consecutive hours in a work shift. Regularly scheduled work shifts will not be changed by the Employer for the sole purpose of avoiding overtime payments.

Time for unpaid leaves or absences shall not be included in computing time worked for the purpose of overtime compensation.

Employees may not accumulate more than 240 hours of compensatory time as governed by the Fair Labor Standards Act.

Employees must use all accumulated compensatory time during the fiscal year, except that if an employee is unable to schedule the accumulated time off, the employee may carry over a maximum of twenty-four (24) hours, or forty (40) hours for continuous operation employees.

During the fiscal year, in no case shall an employee be required by management to maintain a balance of less than twenty-four (24) hours or forty (40) hours for continuous operation employees.

#### **Section 4.07. Use of Compensatory Time**

If compensatory time off is used as a method of compensation for overtime or holiday work, it shall be by mutual agreement between the Employer and the employee, but the taking of time will be at the discretion of the Employer.

#### **Section 4.08. Premium Compensation**

Premium compensation is defined as any rate of compensation in excess of an employee's regular straight-time rate of pay. In any and all cases, premium compensation for overtime work will be based on hours actually worked.

No Pyramiding: There shall be no pyramiding of premium compensation. "No pyramiding of premium compensation" means that premium compensation shall not be paid more than once for the same hours under any provision of this Agreement; for example, if an employee is assigned to work overtime on a holiday, the employee will be compensated at the holiday rate of two and one-half (2-1/2) times his/her regular, straight-time rate of pay only.

#### **Section 4.09. Distribution of Overtime**

Overtime shall be distributed equally among employees in a job classification and shift who normally do the work. Overtime opportunities shall be offered by seniority in the following manner:

1. overtime shall be offered to the employee with the greatest seniority who normally performs the work;
2. where overtime has been worked previously among employees, the employee with the least amount of overtime credited to his/her record will be the next employee to be offered the overtime opportunity;
3. if, after following the above procedures, the Employer is unable to fill its need for overtime work, the least senior person who normally performs the work needed to be done must work the overtime hours, regardless of any other provision of this Agreement. Should such an employee refuse to work, they may be subject to disciplinary action by the Employer.

If overtime is offered to and refused by an employee, the employee offered the overtime shall be charged with having worked the hours for the purposes of this Section.

New employees in any job classification shall be credited with the same number of hours of overtime as the employee with the highest number. Any employee absent from work for more than thirty (30) consecutive days shall be credited with the average number of hours credited to employees in his/her job classification during that time.

No employee may leave his or her assigned duties until relieved by another employee capable of performing his or her duties. The least senior employee in a job classification on a shift will be forced over, unless a more senior employee in that job classification wishes to work. Should an

employee leave without permission, he or she may be subject to disciplinary action by the Employer.

#### **Section 4.10. Sunday Work**

Except for continuous-operations employees, or other employees regularly scheduled to work on Sundays, all hours worked on Sundays will be compensated at twice the regular rate of compensation, so long as such hours are not worked at the employee's request.

#### **Section 4.11. Call-Back Pay**

An employee called back to work after having left work shall be paid at the rate of one and one-half times regular pay for two hours of work or less and in no event shall be paid less than the equivalent of three hours straight-time compensation. An employee called back to work after having left work who works in excess of two hours shall be paid at the rate of one and a half times his or her regular hourly compensation.

In the event the Union raises an issue of scheduling of overtime for a particular employee to a Department Head's attention, the Department Head will make available to the Union necessary existing records for the purpose of addressing the issue raised.

### **ARTICLE 5 REST PERIODS**

All employees' work schedules shall provide for a fifteen-minute (15-minute) rest period during each one-half (1/2) shift. The rest period shall be scheduled at the middle of each one-half (1/2) shift whenever this is feasible.

Employees who for any reason work beyond their regular quitting times to work an additional shift shall receive a fifteen-minute (15-minute) rest period before they start work on such next shift. In addition, they shall be granted the regular rest periods that occur during the shift.

### **ARTICLE 6 MEAL PERIODS**

All employees shall be granted a paid meal period of at least thirty minutes' duration, but in any case no more than one hour's duration, for every full shift of six hours or more. If an employee takes more than two hours off, there is no paid lunch period for that day. Whenever practical, the meal period shall be scheduled at the middle of a work shift. Employees presently receiving meals furnished by the Employer shall continue to receive them.

For the purposes of this Agreement, a meal period shall be considered to have begun when the employee leaves his/her assigned work in order to break for the period and shall end only when the employee resumes his/her work for the Employer. For employees whose working clothes and skin are soiled due to being assigned to perform manual work for the Employer, a reasonable amount of cleanup time will be allowed immediately prior to the meal period, but in no case will such cleanup time exceed ten (10) minutes.



## **ARTICLE 7** **SENIORITY**

### **Section 7.01. Definition**

For the purposes of this Agreement, "seniority" is defined as the length of continuous service by an employee within a department of the County since the employee's last date of hire within that same department; "County seniority" is defined as the length of continuous service by an employee within the County government since the employee's last date of hire by the County.

In the event an employee becomes employed by another department within the County, he/she enters the new department as the employee with the least seniority. However, a full-time employee's County seniority will continue to prevail after he/she is assigned to a new department for the purpose of computing vacation-leave accrual. Further, any existing vacation or sick leave accumulated by the full-time employee through his/her County seniority shall be carried with him/her to the new department in which he/she becomes employed.

For the purposes of this Agreement, "department" shall be defined as any unit of County government that:

1. has as its executive officer an elected public official or appointed public official, and;
2. has been designated under the County budget of monies with one or more authorized accounts providing, among other expenses, for salaries.

### **Section 7.02. Probationary Employees/Probationary Period**

For the purposes of this Agreement, "probationary employee" is defined as a full-time employee who has been employed by the County for ninety (90) calendar days of continuous service or less, or a part-time employee who has worked five hundred twenty (520) hours of continuous service or less for the Employer. Probationary employees shall have no recourse to the grievance procedure provided for in this Agreement in the event of discharge.

"Probationary period" is defined as a full-time employee's first ninety (90) continuous calendar days of work within a department, or a part-time employee's first five hundred twenty (520) hours of work towards continuous service within a department. A regular part-time employee who has completed his/her probationary period with the Employer shall not be required to serve another probationary period when transferring from part-time to full-time, continuous-service employment with the Employer so long as there have been no breaks in his/her continuous service record with the Employer during the transition from part-time to full-time service. An individual employee's probationary period may be extended by joint agreement between the Union and the Employer.

### **Section 7.03. Breaks in Continuous Service**

An employee's continuous-service record shall be broken if an employee:

- (a) quits;

- (b) is discharged;
- (c) is absent from work three (3) consecutive days without notification to and approval by the Employer, other than because of proven sickness, or is unable to notify the Employer because of physical incapacity or other reasonable excuse;
- (d) is laid off for more than twenty-four (24) months or fails to report to work within five (5) working days after having been recalled from layoff;
- (e) fails to report for work at the termination of a leave of absence;
- (f) if an employee on a leave of absence for personal or health reasons accepts other employment without permission; or
- (g) if he or she is retired.

If an employee's continuous-service record is broken due to a curtailment of operations, said employee shall be considered on layoff status and, if hired by any County department or recalled within the twenty-four (24) month period under Section 7.07 Layoff, shall retain his/her County seniority. In all other cases, if the employee returns to work for Madison County, he/she does so as a new employee with no seniority nor County seniority rights, nor other credits for previous service.

#### **Section 7.04. Promotions**

"Promotion," as used in this Section, means the advancement of an employee to a higher-paid position or to a position which the employee considers to be in his/her best interest.

Whenever a job opening occurs (other than a temporary opening as defined below) for any existing or newly created, bargaining-unit job classification, a notice of such opening shall be posted (including the job title, job description, shift, rate of pay and department) on a bulletin board in the department in which the opening has occurred, and on the AFSCME bulletin board in the Administration Building, outside the Human Resource Office, for ten (10) working days or until the position is filled, whichever occurs sooner. The Employer will send a copy of such notice to the local secretary of the Union and any employees on lay-off status. No permanent job opening shall be deemed created due to an employee being on paid sick leave or vacation, or on an approved leave of absence of six (6) months or less.

During this period in which the notice is posted, employees who wish to apply for the opening, including employees on layoff, may do so. The application shall be in writing, and it shall be submitted to the person who has hiring authority for the opening.

The Employer shall attempt to fill the opening by promoting a qualified applicant among existing employees or employees on lay-off status who have the greatest seniority in the department in which the opening occurs.

Employees who do not qualify, in the Employer's judgment, within a probationary period of thirty (30) calendar days, shall be returned to their previous pay grade and position. In addition, an employee who wishes to return to the position which they held immediately prior to the position to which they were promoted, may return within thirty (30) calendar days of the effective date of the promotion. An individual employee's probationary period may be extended by joint agreement between the Union and the Employer.

### **Section 7.05. Temporary Job Openings**

Temporary job openings are defined as job openings in any job classification that do not exceed six (6) months duration. Job openings that recur on a regular basis and that remain open more than six (6) months at a time shall not be considered temporary job openings.

Temporary job openings may be filled by the employer through assignment or reassignment. The employer shall attempt to fill the opening by assigning the qualified applicant among existing employees who has the greatest seniority in the department in which the opening occurs.

The Employer shall provide a quarterly report to the Union Secretary of all temporary positions which shall include the name of the employee in the position, the rate of pay for the position, the date the temporary employee was hired and the department in which the temporary position is located.

### **Temporary Assignment**

All time worked temporarily performing the duties of a higher paid classification will be paid at a higher rate of pay providing the assignment is for a minimum of four (4) hours. An employee temporarily assigned to a higher job classification shall be compensated at a higher grade and step at least equal to one (1) step above their current pay grade. An employee temporarily assigned to an equal or lower job classification shall be paid at the employee's current rate of pay.

The employer does not intend to use temporary assignment to favor or specially qualify employees for future promotions.

### **Section 7.06. Demotion**

For the purposes of this Agreement, "demotion" shall be defined as reassignment of an employee, although not necessarily requested by the employee, from one job classification to a lower-paid classification. Demotions shall be made only to avoid layoff of employees. In any case involving demotion, the employee who is to be demoted shall have the right to elect whether to be demoted or laid off.

### **Section 7.07. Lay Off**

In the event it becomes necessary to lay off employees for any reason, all temporary, emergency, provisional probationary and part-time employees performing bargaining unit work, shall be laid off first. In the event further layoffs are necessary full-time employees shall be laid off in the inverse order of their seniority by department within a job classification; that is, the employee with the greatest seniority shall be the last employee in a job classification within a department to be

laid off. The employee with the least seniority in a job classification within a department will be the first to be laid off.

In accordance with Section 7.03 of this Article, employees shall retain both their County seniority and seniority, as defined elsewhere in this Article, for a period of twenty-four (24) months after being laid off. This twenty-four (24) month period shall constitute lay-off status.

Employees on lay-off status shall accrue no benefits other than to retain their County seniority and seniority as defined elsewhere in this Article.

Employees who are to be laid off and the Union will be given as much written notice as possible of the layoff. However, in no event shall the notice be less than fifteen (15) working days.

In addition to the laid off employee(s), notices of layoff shall be sent to all parties as required by Article 22, Notices in accordance with the time limits set forth above.

### **Section 7.08. Recall**

Employees shall be recalled from lay-off status according to their seniority; that is, the employee with the greatest seniority on lay-off status will be the first to be recalled to his/her former job classification within a department. No new employee shall be hired into a job classification in a department from which there are employees currently on lay-off status until all said employees on lay-off status have been offered recall to the job classification.

### **Section 7.09. Bumping**

"Bumping" shall be defined as the replacement of a less-senior employee by a more-senior employee within a County department. Employees who are laid off from their jobs, for whatever reason, shall be permitted to bump another employee in an equal- or lower-paid job classification within the same department, provided the more-senior employee is qualified to perform the required duties and responsibilities, and meets the minimum skill requirements, of the job classification filled by the less-senior employee.

### **Section 7.10. College Students**

All college students, with the exception of "seasonal" workers who are employed for less than one hundred eighty (180) days, shall be classified as post-high school student workers, in Pay Grade 1 on Step Plan. They will not qualify for any benefits and are not entitled to grievance rights under the contract.

### **Section 7.11. Part-time Employees**

Seniority for part-time employees shall be for the same purposes and under the same provisions as seniority among full-time employees as defined in Article 7 of this Agreement. However, a part-time employee shall enjoy seniority rights only among other part-time employees.

Part-time employees who become full time shall have both their part-time seniority and county seniority transferred to full-time seniority and county seniority, respectively, based on the number

of hours of continuous service with the Employer; provided that there have been no breaks in the employees' continuous-service record (as provided in Article 7, Section 7.03, of this Agreement) with the Employer before or during the transition from part-time to full-time employment. For the sake of example, if a part-time employee has worked one thousand (1,000) hours for the Employer during a one-year period, and then transfers to full-time employment without a break in her/his continuous service with the Employer during the transition, then he/she will have full-time seniority and county seniority based upon one thousand (1,000) hours of continuous service.

Should records of previous number of hours of continuous service be unavailable for a period of employment for a part-time employee, a determination will be made by the Employer based on the average number of hours worked by that part-time employee from available records.

## **ARTICLE 8** **HOLIDAYS**

### **Section 8.01. Designated Holidays**

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

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Thanksgiving Friday
Independence Day	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.

Except for employees engaged in continuous operations as defined in Article 4, Section 4.03, of this Agreement, 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.

For continuous-operations employees covered by this Agreement, only the following dates shall be designated as paid holidays:

- New Year's Day - January 1
- Martin Luther King Day - 3rd Monday in January
- President's Day - 3<sup>rd</sup> Monday in February
- Good Friday - Friday before Easter
- Memorial Day - The last Monday in May
- Independence Day - July 4th
- Labor Day - First Monday in September
- Columbus Day - 2<sup>nd</sup> Monday in October
- Veterans' Day - November 11

Thanksgiving Day - 4th Thursday in November  
Thanksgiving Friday - Day after Thanksgiving  
Christmas Eve Day – December 24th  
Christmas Day - December 25th

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 8.02. Eligibility Requirements**

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

A. The employee, excepting a continuous-operations 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, or;

The continuous-operations employee works on such day designated as a holiday for continuous-operations departments, 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 under the provisions of Article 11 (Leaves of Absence), Section 11.03, or Article 9 (Vacation), Section 9.04, of this Agreement, 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 8.03. Holiday Compensation**

Any employee required to work on a holiday designated in Section 8.01 of this Article shall be compensated for all hours worked at the rate of one and one-half (1-1/2) 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 (2-1/2) times an employee's regular straight-time rate of compensation.

**ARTICLE 9**  
**VACATIONS**

**Section 9.01. Eligibility and Allowance**

Full- and part-time employees shall be entitled to accumulate vacation leave based upon continuous hours of service compensated at the regular straight-time rate of pay in accordance with the following schedule:

**Number of continuous hours compensated at regular straight-time rate**

**Rate of vacation accrual based on each continuous hour compensated at straight-time rate**

Upon hire to 8,320	.03847 hours
8,321 to 18,720	.05770 hours
18,721 to 39,520	.07693 hours
39,521 and over	.09616 hours

The above rate of accrual is equivalent to earning: two (2) weeks or 80 hours of vacation leave annually for the first four years of continuous, full-time employment; three (3) weeks or 120 hours of leave annually from the beginning of the fifth year until completion of nine years of continuous, full-time employment; four (4) weeks or 160 hours of leave annually from the beginning of the tenth year until the completion of nineteen years of continuous, full-time employment; and five (5) weeks or 200 hours of leave beginning after the completion of nineteen years of continuous, full-time employment.

For the purposes of this Section, continuous hours of service shall be interpreted as meaning continuous service with the Employer since the employee's last date of hire with by the County. Employees shall be eligible to take paid vacation leave after completion of one (1) year of continuous employment with the County.

Vacation leave 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 shall be scheduled for a vacation by the Employer during the three (3) remaining months of the succeeding year. No more than one (1) years' worth of accumulated vacation leave may be carried into the next anniversary year without the express permission of the Department Head or Elected Official.

**Section 9.02. 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 payday immediately preceding the employee's vacation period. Employees shall receive their vacation pay at regular pay periods.

**Section 9.03. Choice of Vacation Period**

Increments: Vacations may be scheduled in one-day increments, except that employees may request vacation leave time of no less than one (1) hour duration sixteen (16) times during a fiscal year. All vacation will be subject to pre-approval as determined by the Employer and will be taken at such times as will not interfere with the efficient scheduling of the Employer.

By Seniority: In the event it becomes necessary to limit the number of employees who can take a vacation at the same time, those employees having greater seniority shall have first choice of vacation periods.

Timely Use of: Vacation leave shall be taken each year during the 12-month period immediately following the anniversary year in which it is accrued. 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 twelve-month period following the date on which it accrued.

**Section 9.04. Holidays during Vacation Leave**

If a holiday designated in Article 8 of this Agreement occurs during an employee's approved vacation leave, the holiday shall be considered as a paid holiday and shall not be deducted from the employee's accrued vacation leave.

**Section 9.05. 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 duly interfere with the needs of the Employer.

**Section 9.06. Vacation in Case of Separation**

Any employee who is laid off, retires or is otherwise separated from the service of the Employer for any reason shall receive vacation pay for all unused vacation accrued prior to said separation. Payment for unused vacation shall be calculated based upon the employee's regular, straight-time, hourly rate of pay in effect on the date of separation.

**ARTICLE 10**  
**SICK LEAVE**

**Section 10.01. Eligibility**

Any full-time or part-time 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 (½) 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 10.02. Accrual/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 who elect dependent health care coverage will accrue sick leave at the rate of .0461538 hours (12 days per fiscal year) for the entire fiscal year during which they are enrolled for such coverage.

Employees shall accumulate sick leave so long as they are in the service of the Employer, subject to the provisions of this Article, to a maximum of 1,920 hours of sick leave. Sick leave accumulated after November 30, 1975, if any, shall be used prior to using sick days accumulated prior to November 30, 1975.

### **Section 10.03. 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 Employer 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 10.04. Compensation for Unused Accumulated Sick Leave**

Upon termination of employment, employees will be paid for up to one-half of unused sick leave accumulated after November 30, 1975, 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 Employer.

The employee dies or becomes disabled and is unable to perform the duties of his/her employment with the Employer and is leaving the service of the Employer, 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 Employer 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: 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 10.05. Accumulated Sick Leave prior to November 30, 1975**

Employees who had unused accumulated sick leave prior to November 30, 1975, shall be allowed to retain such days. Such employees shall be compensated for one-half of those sick days accumulated prior to November 30, 1975, at the time they are permanently separated from employment for any reason.

**Section 10.06. 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 11**  
**LEAVES OF ABSENCE**

**Section 11.01. Eligibility Requirements**

Employees shall be first eligible for sick leave, family death leave or civic duty leave after they have completed ninety (90) calendar days of employment with the Employer. Employees shall be eligible for family and medical leave after one (1) year of employment in which they have worked one thousand two hundred fifty (1,250) hours. With the exception of documented sick leave, family death, civic-duty and family and medical leaves as defined herein, the Employer shall have the exclusive right to determine whether and when any leaves of absence may be granted.

**Section 11.02. Application for Leave without Pay**

Any request for leave of absence shall be submitted in writing by the employee to his immediate supervisor at least ten (10) working days prior to the date of departure if at all possible. The request shall state the reason the leave of absence is being requested and the length of time off that the employee desires.

Authorization for a leave of absence must be in writing and must contain the signature of the employee's immediate supervisor.

Any request for a leave of absence shall be answered promptly. Requests for immediate leaves (for example, immediate family sickness or death) shall be answered before the end of the shift on which the request is submitted.

A request for a short leave of absence (defined as a leave not exceeding one month) shall be answered within five (5) working days. A request for a leave of absence exceeding one month shall be answered within ten (10) working days.

No seniority, vacation benefits, sick-leave benefits or holiday benefits shall accrue during a leave of absence. Employees shall be returned to the position they held at the time the leave of absence was requested. Except as provided to the contrary in Section 11.03 of this Article, any employee on leave of absence shall not receive compensation from the Employer during such period.

Leaves of absence not to exceed six (6) months may be granted by the Employer for any reasonable purpose and may be extended to a maximum of one (1) year. What constitutes a reasonable purpose in each case shall be determined by the Employer.

Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the Employer, shall, at the written request of the Union, be granted a leave of absence. The leave of absence shall not exceed one (1) year.

### **Section 11.03. Paid Leaves**

#### Family Death

In the event of a death in the immediate family of an employee (spouse, parents, mother-in-law, father-in-law, step-child, step-parents, guardians, children, brother, sister, grandparents, grandchildren), the employee shall be granted three (3) consecutive days leave of absence with full pay on those days included in the employee's scheduled work week to make household adjustments or to attend funeral services.

In the event of a death of an employee's aunt, uncle, niece, nephew, first cousin, brother-in-law, sister-in-law, daughter-in-law, son-in-law, or grandparents-in-law, the employee shall be granted a one-day (1-day) leave of absence with full pay on that day included in the employee's scheduled work week to attend the funeral. To be eligible for funeral leave for an "in-law," an employee must be married at the time of the funeral.

Step relationships are determined by the employee's current marriage.

#### Civic-Duty Leave

A non-probationary employee called for jury duty shall be allowed time away from work with pay for such purpose. "Civic-Duty Leave" as used herein includes required reporting for jury duty when summoned until excused for the day.

If an employee is called for jury duty, he/she shall notify his/her immediate supervisor on the next working day after he/she receives the notice for duty.

#### Personal Leave Days

All employees who have completed their probationary period required by Article 7 Seniority, Section 7.01 Probationary Employees/Probationary Period shall be entitled to one (1) personal leave day per fiscal year. Use of personal leave shall be requested in advance and must be approved by the employee's supervisor. Personal leave may be taken in one-half (½) hour increments. Use of personal leave shall not unreasonably disrupt the employee's department's operation. Personal Leave Days may not be carried over from one fiscal year to the next.

Employees who have accrued 128 hours of sick leave shall be entitled to an additional personal day; upon accrual of 152 hours of sick leave, a second additional personal day; and, upon accrual of 192 hours of sick leave, a third additional personal day. The additional personal leave days provided for under this paragraph shall be subject to the same terms as the personal leave day provided in the preceding paragraph. Entitlement to additional personal leave days under this

paragraph shall be determined by the balance of accrued sick leave at the beginning of each fiscal year.

Personal leave days are not subtracted from accumulated sick leave days.

#### **Section 11.04. Family and Medical Leave**

In accordance with federal law, Family and Medical Leave shall be granted under the terms of the separate Family and Medical Leave Memorandum of Understanding, which is included herein as Appendix C.

#### **Section 11.05. Failure to Return from Leave of Absence**

Failure to return from leave of absence within (5) days after the expiration date thereof may be cause for discharge, unless it is impossible for the employee to so return and evidence of such impossibility is presented to the Employer within five (5) days after the expiration of the leave of absence.

#### **Section 11.06. Military Leave**

A Military Leave of Absence will be granted if an employee enlists, is inducted, or is recalled to active duty in the Armed Forces of the United States for a period of not more than four years (plus any involuntary extension for not more than one year). Employees who perform and return from military service in the Armed Forces, the Military Reserves, or the National Guard shall have and retain such rights with respect to reinstatement, seniority, vacation, layoffs, compensation, and length of service pay increases as may be from time to time provided by applicable federal or state law.

Upon satisfactory completion of military service and timely notice of intent to return to work, an employee will be reinstated to a job comparable to the one the employee left, provided the employee is qualified and the County's circumstances have not changed to the extent that it would be impossible or unreasonable to provide continued employment. An employee must apply for reinstatement to a job within ninety (90) days after being released from active duty. Reservists and National Guardsmen returning from initial active duty for training must apply for reinstatement within thirty-one (31) days after being release from military duty. Employees returning from all other active duty for training must report to work on the first scheduled working day following completion of training. If an employee, on return from military service, is physically unable to perform the duties of the employee's previous job, the County will attempt to place the employee in a position of similar status and pay that is compatible with the employee's physical disabilities.

## **ARTICLE 12** **HEALTH BENEFITS**

The Employer agrees to provide all full-time, non-probationary employees covered by this Agreement with individual coverage under its health and hospitalization plan. The Employer will pay one hundred percent (100%) of the cost of individual coverage in accordance with the

terms of the Madison County Government Plan. Dependent coverage shall be made available to all full-time and part-time, non-probationary employees, provided that a portion of the cost for such coverage is paid by said non-probationary employees through payroll deduction as set forth in Appendix D to this Agreement. The Employer agrees to pay no less than the contributions to premiums for dependent coverage as set forth in Appendix D for the duration of the Agreement. Further, the amount paid from the fund described hereafter each year will in no case exceed 70% of any of the dependent health care premiums. Employer shall establish a fund entitled "AFSCME Insurance Pool Fund" hereafter known as "the Fund". The funding for the Fund shall be based upon the bargaining unit payroll as of November 30, 2016 increased by 3%, i.e. \$16,823,647.95. Three percent of this amount, i.e. \$504,709 will be the amount deposited in the Fund for FY 2017. For FY 2018, FY 2019 and FY 2020 this amount will be increased by 3%, i.e. \$519,851 \$535,446, and \$551,510 respectively. The revenue deposited into the Fund will be used to pay a portion of the dependent health care premiums. Each year Employer, will determine the amount of dependent health benefit premiums to be paid from the Fund.

The Employer agrees to furnish individual coverage for all part-time employees who are scheduled to work at least twenty (20) hours per week and who have been employed by the County for at least six (6) consecutive months at an average of twenty (20) hours of work per week, with one-half of the cost of such individual coverage paid by the County and one-half of the cost paid by the part-time employee through payroll deduction.

Part-time employees are defined as employees who are scheduled to work at least twenty (20) hours per week and who have been employed by the county for at least six (6) consecutive months at an average of twenty (20) hours of work per week.

Dependent coverage will be made available to part-time employees who meet the same qualifications as set forth for individual coverage and the Employer will pay no less than the contributions to premiums as set forth in Appendix D for the duration of the Agreement.

Employees who elect dependent health care coverage shall relinquish four (4) days of sick leave entitlement per year of enrollment in the coverage.

The parties agree to maintain the task force established by Employer to pursue cost savings along with attempting to maintain benefits with respect to health care coverage.

In the event a full-time, part-time, non-probationary employee is on lay-off status or on authorized leave without pay, except for approved family and medical leave, for a period not to exceed one year, the Employer will provide for the immediate reinstatement of the employee under the County's health and hospitalization plan upon his/her return to full-time or part-time employment with the Employer.

## **ARTICLE 13** **WAGES**

### **Section 13.01. Base Wages**

The base wages paid under this agreement shall be those shown in the Madison County Pay Step Plan, included herein as Appendix A, as implemented according to the provisions stated below.

**Section 13.02. FY 2017, FY 2018, FY 2019 & FY 2020 Increases**

The base wages shall be increased by an additional two and one quarter percent (2.25%) effective December 1, 2016.

The base wages shall be increased by an additional two and one quarter percent (2.25%) effective December 1, 2017.

The base wages shall be increased by an additional two and one quarter percent (2.25%) effective December 1, 2018.

The base wages shall be increased by an additional two and one quarter percent (2.25%) effective December 1, 2019.

Employer has the right to re-open the contract, for the years beginning December 1, 2018 and December 1, 2019, on the issue of wages only, in the event that state tax disbursements and/or property tax freeze significantly impairs the employer's ability to fund the wage increase.

**Section 13.03. Shift Differential**

In addition to the regular base wage, a pay differential will be paid to all continuous-operations employees covered by this Agreement for worked hours as follows:

4:00 p.m. to Midnight . . . . . 45 cents per hour  
Midnight to 8:00 a.m. . . . . 55 cents per hour

**Section 13.04. Pay Period**

The salaries and wages of employees shall be paid bi-weekly on Friday of the appropriate week. Said pay shall be for the two-week period ending the Friday preceding the Friday payday. In the event that a Friday payday falls on a holiday designated under Section 8.01 (A) of this Agreement, the Thursday immediately preceding the Friday payday shall be the payday.

**Section 13.05. Job-Classification**

The original Madison County Pay Step Plan was put into effect as of April 4, 1992.

The classification of bargaining unit job titles will be as shown on the grade assignment included with herein as Appendix B. The classification of particular job titles may be modified according to the procedures described below.

Employees, who have reached the last step in the pay plan, and have twenty-five (25) years of service or more, as of December 1st, will receive a \$250 longevity payout once per year, on the pay period which includes December 1<sup>st</sup>, for the duration of this contract.

## **Section 13.06. Promotions and Bumping**

### To A Higher Position

When an employee bids on and is promoted into a position which has a higher pay grade assignment than his/her present position, the base wage rate that the employee will receive will be the first step on the new pay grade which represents a pay increase at least as large as the next scheduled step increase under the employee's old pay grade. Employees whose wage rate is at Step 7 shall be placed on the first step on the new pay grade which represents a pay increase at least as large as one full step under the employee's old pay grade. The employee's step date will change to the date (day and month) the new wage rate begins and reflect the year that represents the first year of the new step. The new step date will only be used for the purpose of movement within the step pay system and will not affect any other benefits. Employees whose wage rate is above step 7 shall, for purposes of promotion, be treated as if their current wage rate is at step 7 when determining the proper step at the new pay grade, except in those instances when their current wage rate is greater than the appropriate step on the new pay grade, in which case the employee's wage rate shall remain unchanged until their next step or general pay increase is due.

### To A Lower Position

When an employee bids or bumps into a position which has a lower grade assignment than his/her present position, the base wage rate that the employee will receive for the new position will be the step closest to but not greater than the employee's current wage rate. The employee's step date will change to reflect the date which begins the new wage rate. The new step date will only be used for the purpose of movement within the step pay system and will not affect any other benefits.

### To an Equal Position

When an employee bids or bumps into a position which has the same grade assignment as his/her current position, the employee's base wage and step date will remain the same for the new position.

### Part-time Employees on Step Plan

Part-time employees will receive step increases based on the relation of hours worked to 2080. For example: a part-time employee must have 10,400 life-to-date hours (5x 2080) to move to the five-year step. This provision applies to employees hired after this agreement is executed.

## **Section 13.07. Job Audits**

### Process

At the request of the Employer, Employee(s) or the Union, a survey, audit, or such other investigation as may be deemed necessary shall be made to determine the proper classification of a position. Such request shall be made in writing to the Department Head or Elected Official, who shall immediately submit the request to the Personnel Assistant to the County Board, who will conduct the audit. This procedure shall not be used as a substitute for filling vacancies or subterfuge for promotion.

Such survey, audit, or other investigation shall be based on the duties currently performed, and shall determine which position title is most appropriate for classification of the position, by reference to the job descriptions, duties actually performed, and review of other employees' positions who perform essentially the same job at the same level of difficulty.

If the position is reclassified to a job title with a higher pay grade, the incumbent shall be moved with the position, shall receive an increase in pay as if promoted, and shall receive retroactive pay, at the higher rate, from the date of the request for a job audit.

Employees whose position is, as a result of a job audit, reclassified to a lower pay grade, shall retain their current rate of pay and continue to receive general increases and any other adjustment as provided for in the Master Collective Bargaining Agreement for a period of four years, during which time they shall be given priority for vacancies in their former position classification under Article 7 Seniority of the Master Agreement, with the exception of recall or bumping on layoff.

Reclassification may not be implemented when the duties being performed result from temporary assignment.

#### Results

The results of an audit shall be made known to the parties no later than thirty (30) days from the date the request was made.

#### Appeals

The Employee or Union may appeal the results of the audit decision by the Personnel Assistant, appealing to the Personnel Committee, if the position is in a County Board Department, or to the Elected Official, if the employee works in an Elected Official's Office. Such appeal shall be commenced by the Employee or Union filing with the Personnel Assistant a notice of appeal of said decision in writing within ten (10) working days after receipt of notice of the decision.

The Personnel Committee or Elected Official shall meet with the Employee or Union within thirty (30) days after receipt of notice of appeal and shall issue a decision in writing within ten (10) working days after such meeting. The Union may appeal the decision of the Personnel Committee or Elected Official to the 4th step of the grievance procedure. Such appeal shall be commenced by the Union filing with the Director of Administration for County Board Departments or the appropriate Elected Official Assistant, notice of appeal of said decision in writing within ten (10) working days after receipt of notice of the decision.

#### New Positions

Where job audits are conducted to evaluate whether a new position should be established, and such is to be established, the Employer will submit a written job description and a proposed pay grade to the Union. Should the Employer and Union not be able to reach agreement on the new job description and the pay grade for the newly established position within thirty (30) days, the Union may file a grievance at the third step within ten (10) working days from the end of the thirty (30) day period.



The incumbents in an existing position classification whose duties are encompassed within the new job description shall be reclassified accordingly. Training will be provided to enable the incumbents to perform any expanded duties included in the new job description. Thereafter, permanent vacancies in the new position classification shall be posted as permanent vacancies. Additionally, the audit procedures may be used to retitle or reclassify an entire class of positions wherein the job duties and responsibilities of such class of positions have changed and increased over time.

#### Incumbent's Rights

When requirements for a class are reviewed and changed, and the duties and responsibilities of positions comprising the class remain essentially unchanged, incumbents in these positions who qualified under the previous requirements for the class shall be considered qualified under the new requirements.

### **ARTICLE 14** **DISCIPLINE AND DISCHARGE**

#### **Section 14.01. Discipline**

The Employer agrees with the tenets of progressive and corrective discipline.

Disciplinary action or measures shall be for just cause and shall include only the following: oral reprimand, written reprimand, suspension (through written notice) or discharge.

Any disciplinary action or measure imposed upon an employee by the Employer may be processed as a grievance subject to the provisions of Article 15, Settlement of Disputes, of this Agreement.

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

Any written record of disciplinary action in an employee's file will be removed from the file after two (2) years provided no other disciplinary action has been taken against the employee.

A Union steward may be present to serve as a witness when an employee is being served with a written reprimand if the employee so requests. Employer will notify the employee of the right to request Union representation prior to being served with a written reprimand.

#### **Section 14.02. Investigatory Interview**

An employee shall be entitled to the presence of a Union representative at an investigatory interview conducted by the employer if he/she requests one and if the employee has reasonable grounds to believe that the interview may be used to support disciplinary action against him/her. Any witness to an incident resulting in an investigatory interview shall also be entitled to union representation. Following such an investigation the employee shall be notified that the investigation is complete. If an investigation of alleged employee misconduct does not lead to discipline, the investigation shall be closed and further will not become part of the employee's permanent file nor be used to adversely affect the employee's contractual rights.

Nothing in this Article shall prevent the employer from interviewing an employee for the purpose of instructing, redirecting or reminding an employee of his/her duties or responsibilities and no disciplinary action is to be taken.

Subsequent release from duty and pay practices during such release shall continue in accord with present practice and provisions in other sections of this agreement.

#### **Section 14.03. Pre-disciplinary Meeting**

A pre-disciplinary meeting will be held for all disciplinary actions involving suspension or discharge. The Employer shall notify the Union and the employee who is to be disciplined of the time and place of the meeting; the employee will also be advised of his/her right to Union representation at the meeting.

It shall be the employee's responsibility to notify the Union of his/her desire to have Union representation at the meeting. The employee and the Union representative, if requested by the employee, shall be informed by the Employer during the meeting of the reasons for the contemplated disciplinary action; the disciplinary measure to be imposed; and the names of any witnesses involved, if known by the Employer. The employee shall be provided with copies of any pertinent documents.

The employee and the Union representative, if present, shall be given an opportunity to rebut or clarify the reasons for discipline. A reasonable extension of time, not to exceed five (5) working days, will be allowed when requested for rebuttal purposes. The parties may mutually agree to an additional extension where warranted. At the conclusion of the pre-disciplinary meeting, the disciplinary measure determined appropriate by the Employer shall be imposed.

#### **Section 14.04. Discharge**

If, in any case, the Employer determines that an employee is to be discharged, the employee shall be subjected to immediate suspension without pay and shall be instructed to leave the Employer's premises. In such instances the Employer shall schedule a pre-disciplinary meeting within two (2) working days following initiation of the suspension. At the conclusion of the pre-disciplinary meeting, the disciplinary measure determined appropriate by the Employer, including but not limited to discharge, shall be imposed. The Union shall have the right to take up any discharge as a grievance at the third step of the grievance procedure within seven (7) working days of the discharge.

### **ARTICLE 15** **SETTLEMENT OF DISPUTES**

#### **Section 15.01. Grievance Procedure**

A 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 1.

The Union Steward, with or without the employee, shall take up the grievance or dispute with the employee's immediate supervisor within ten (10) working days of the date of its occurrence or within ten (10) working days after the union could have reasonably become aware of its occurrence. The supervisor shall attempt to adjust the matter and shall respond to the steward within five (5) working days.

#### Step 2.

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 or Elected Official within five (5) working days after the supervisor's response is due. The department head or Elected Official shall meet with Union Representatives to discuss the grievance. The department head or Elected Official shall respond to the Union steward or the Grievance Committee in writing within five (5) working days after this meeting.

If the grievance remains unsettled, those employees within departments under the supervision of Elected Officials shall proceed from Step 2 to Step 4 of the Grievance Procedure.

#### Step 3.

If the grievance still remains unadjusted for employees within a County Board Department, it shall be presented by the Union Steward, Union Representative or Grievance Committee to the Personnel Committee of the County Board in writing within five (5) working days after the response of the department head is due. The Personnel Committee shall meet with Union Representatives to discuss the grievance. The Personnel Committee shall respond in writing to the Union Steward, union representative or Grievance Committee (with a copy of the response to the local Union president) within five (5) working days.

#### Step 4.

If the grievance is still unsettled, either party may, within fifteen (15) working days after the reply of the Personnel Committee of the County Board or the appropriate Elected Official is due, by written notice to the other, request a pre-arbitration conference, prior to submitting the matter to arbitration.

After the pre-arbitration conference, or if a pre-arbitration conference has not been requested, either party may request an arbitration of the grievance. Any arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) working days after notice has been given. If the parties fail to select an arbitrator, the State or Federal Mediation and Conciliation Service shall be requested by either or both parties to provide a panel of five arbitrators. Both the Employer and the Union shall have the right to strike the first name; the other party shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator.

The decision of the arbitrator shall be final and binding on the parties, and the cost of the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However,

each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and the arbitrator.

**Section 15.02. Pertinent Witnesses and Information**

Upon request the parties shall produce specifically requested information substantially pertinent to the grievance under consideration or a list of any witnesses reasonably available.

**ARTICLE 16**  
**STRIKES AND LOCKOUTS**

**Section 16.01. Lockouts**

No lockout of employees shall be instituted by the Employer during the term of this Agreement.

**Section 16.02. 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 or work slow-down on the Employer's premises due to any other dispute or issue arising out of the provisions of this Agreement during the term of this Agreement.

**Section 16.03. Sanctions for Breach**

The Employer shall have the right to discipline any employee who instigates, participates in, or affords leadership to, an unauthorized strike, work stoppage or work slowdown in violation of this Agreement. Such disciplinary action may include discharge.

**Section 16.04. Picket Line**

No employee shall be required to cross a strike picket line, but if construction workers and/or County employees establish strike pickets, employees shall enter at entrances agreed to between the County and the construction company and/or the recognized County employee bargaining agent for that purpose.

**ARTICLE 17**  
**GENERAL PROVISIONS**

**Section 17.01. No Discrimination**

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit. The Union shall share equally with the Employer the responsibility for applying this provision of this Agreement.

Neither the Union nor the Employer shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws.

### **Section 17.02. Work Rules**

All work rules shall be reasonable and uniformly enforced. Further, any changes in work rules shall be made known to all employees affected prior to such changes becoming effective.

### **Section 17.03. Protective Clothing**

Management will provide protective clothing for employees engaged in work requiring the use of such clothing.

### **Section 17.04. Indemnification**

The Union and the Employer agree that in the event the Employer or the Union is presented with a claim, demand, suit or issue of liability arising from any action taken by the Employer (excepting actions taken by the Employer in accordance with Article 3 of this Agreement, which shall be covered by Section 3.04 therein) in complying with the terms of this Agreement, or the Union in complying with the terms of this Agreement, that it shall be the responsibility of both parties to mutually defend such action.

### **Section 17.05. Employee Review of Personnel File**

Employees shall have the right to review their own personnel file during normal business hours without loss of pay. A Union Representative may accompany the employee if he or she so desires. Persons wishing to view their own file shall file a written request with the Elected Official/Department Head or designated representative. A reasonable number of copies of documents in the file will be furnished at no cost. A copy of said request shall be placed in the employee's personnel file. Nothing shall be placed in the employee's personnel file nor shall anything be removed from the file without the consent of the Elected Official/Department Head, nor without the Employee's knowledge.

### **Section 17.06. Americans with Disabilities Act**

The employer will take all actions necessary to comply with all the relevant and applicable provisions of the Americans with Disabilities Act (ADA), which may include making a reasonable accommodation in response to a request from a qualified disabled employee. Examples of reasonable accommodations may include, but are not limited to, the following: changing work schedule; reassigning duties; or placing a qualified employee in a different available position. This will be done without regard to the seniority provisions of this Agreement, where necessary.

### **Section 17.07. Political Fund Raising**

No employee shall be required as a condition of employment to buy or sell tickets for fund raisers.

### **Section 17.08. Health and Safety Committee**

The Employer and Local 799 agree to form a Health and Safety Committee that will include two representatives from the bargaining unit covered by this Agreement, as well as other employees of the County.

**Section 17.09. Sexual Harassment**

The parties hereby recognize that Madison County has a policy prohibiting sexual harassment, and that the prohibition applies to bargaining unit as well as non-bargaining unit employees.

**Section 17.10. Mileage Reimbursement**

The County will reimburse employees for use of personal vehicles for pre-approved work travel at the official IRS rate, as amended by the IRS from time to time.

**Section 17.11. County Sponsored Events**

Whenever events are scheduled by the Employer for the benefit or participation of employees, County management will work with employees to arrange for their participation in such events on work time in a manner that will not unreasonably interfere with the needs of the Employer.

**Section 17.12. Polygraph Tests**

No employee will be required to take a polygraph test as a condition of retaining employment.

**Section 17.13 Working Day Defined**

For purposes of this Agreement, working days are defined as normal working days (Monday – Friday, excluding holidays).

**ARTICLE 18**  
**SUB-CONTRACTING**

It will be the policy of the County to make every reasonable effort to utilize its employees to perform work they are qualified to do, and to that end the County will avoid, insofar as is possible, the sub-contracting of work performed by County employees in the bargaining unit. However, the County reserves the right to contract out any work it deems necessary or desirable because of greater efficiency, economy or other related factors.

**ARTICLE 19**  
**LABOR-MANAGEMENT MEETING**

The County shall strive to maintain communications between labor and management in order to cooperatively discuss and solve problems of mutual concern. Topics of conversation may include but are not limited to: health and safety factors, personnel matters, sub-contracting, etc. Meetings for the purpose of maintaining communications shall occur at a time, place and date mutually agreed upon by both parties.

Such communication may occur directly between the appropriate Union Committee and/or the appropriate department head or designated representative. Each party shall prepare and submit an agenda to the other party one week prior to the scheduled meeting. Minutes shall be taken and forwarded to the other parties.

The prohibition on arbitration of disputes coming out of labor-management meetings removed. Presumably items could come up during such meetings that are not covered by this agreement. In such cases, no grievances would be allowable anyway and such items would have to wait for the next round of bargaining.

**ARTICLE 20**  
**SEPARABILITY AND SAVINGS**

If any provision of this Agreement or any application thereof should be rendered unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted federal or state legislation, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

**ARTICLE 21**  
**TRAVEL POLICY FOR TRAINING  
CONFERENCES AND WORKSHOPS**

**Section 21.01. Single Day Attendance**

If an employee travels to and attends a conference, meeting, or workshop that lasts less than 12 hours, the employee is entitled to overtime for all time over the 8-hour workday, less commuter time deduction (CTD).

With prior approval from immediate supervisor, an employee may drive back and forth rather than stay overnight at a workshop within 100 miles from Madison County, Illinois (e.g. Springfield, IL, Mt. Vernon, IL, Effingham, IL), provided the total time including travel and meeting does not exceed 12 hours.

**Section 21.02. Overnight Attendance**

Overtime will be provided only for travel that occurs outside normal working hours on a normal working day (Monday – Friday) to an overnight conference, meeting or workshop, when public transportation is not the most direct and least expensive mode of travel, and the individual must drive. (It is not reasonable to use public transportation if the destination is within 100 miles of Madison County). Only the driver will be provided compensation. Passengers are free to relax therefore not entitled to overtime.

If travel to the conference occurs on a non-working day (Saturday, Sunday or holiday) then overtime will be provided only if the employee travels during their normal working hours when public transportation is not the most direct and least expensive mode of travel, and the individual must drive. Only the driver will be provided compensation. Passengers are free to relax therefore not entitled to overtime.

Hotel accommodations can be provided for the evening before if arrival is necessary and reasonable due to travel duration and conference location.

All overtime for travel must be approved in advance by the Immediate Supervisor.

**ARTICLE 22**  
**NOTICES**

Notices required by this Agreement shall be deemed to have been adequately given if served to the representatives when served via hand delivery, facsimile and/or certified mail, return receipt requested, upon the representative named below at the address or facsimile number indicated below, unless otherwise notified in writing:

Notice to the Union shall be addressed to:

AFSCME Council 31  
200 W. Third Street, Suite 407  
Alton, IL 62002

and

AFSCME Local 799  
President  
P. O. Box 125  
Edwardsville, Illinois 62025-0125

Notice to the Employer shall be addressed to:

Joseph D. Parente, Director of Administration  
Madison County Government  
157 N. Main Street, Suite 165  
Edwardsville, Illinois 62025-1963  
Facsimile: 618-296-4855

and

Chris Sillery, Manager of Personnel Services  
Madison County Government  
157 N. Main Street, Suite 114  
Edwardsville, Illinois 62025-1963  
Facsimile: 618-296-7033

Notices required under this section shall include notices required under sections 4.02, 4.03, 7.07, 7.08, 13.07, 14.04, 15.01 or section 15.02 shall be served in accordance with this Article as well as any proposed changes in the status quo which may affect wages, hours or terms or conditions of employment.

The parties further agree that notices required by this Article may be served on the parties via electronic mail. The parties agree to reduce to writing those electronic mail addresses to be used in such cases. These may be changed or amended as changes occur by written notification to the parties as outline above in this Article.



**ARTICLE 23**  
**TERM OF AGREEMENT**

This Agreement shall be effective as of the first day of December, 2016, and shall remain in full force and effect until the 30th day of November, 2020, and shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to November 30, 2020, or at least ninety (90) days prior to any subsequent date of November 30th thereafter, that it desires to modify or terminate this Agreement. In the event such notice is given, negotiations shall begin no later than sixty (60) days prior to November 30, 2020 or any subsequent date of November 30th. This Agreement shall remain in full force and effect during the entire period of negotiations for a modification of this Agreement, and shall automatically be extended until such time as a new or modified Agreement is approved by both parties, effective date of termination notwithstanding.

In the event that either party desires to terminate this Agreement after the above-mentioned 90-day notice is given, and after November 30, 2020, written notice must be given to the other party not less than ten (10) days prior to the desired termination date.

**APPENDIX A**

**MADISON COUNTY PAY STEP PLAN**

<b>FY 2017</b>							
<b>MADISON COUNTY AFSCME PAY STEP PLAN</b>							
<b>December 1, 2016 thru November 30, 2017</b>							
	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>
	<b>Start</b>	<b>2 Yrs</b>	<b>5 Yrs</b>	<b>9 Yrs</b>	<b>12 Yrs</b>	<b>15 Yrs</b>	<b>18 Yrs</b>
	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>
	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>
GRADE-17	39.91	42.60	43.90	45.20	46.44	47.75	49.26
GRADE-16	34.82	36.89	37.94	39.00	40.01	41.08	42.38
GRADE-15	31.74	33.77	34.82	35.92	36.89	37.94	39.17
GRADE-14	28.60	30.69	31.74	32.78	33.77	34.82	36.10
GRADE-13	25.45	27.48	28.60	29.58	30.69	31.74	32.98
GRADE-12	25.07	26.59	27.36	28.12	28.92	29.69	30.69
GRADE-11	23.49	25.07	25.80	26.59	27.36	28.12	29.11
GRADE-10	21.12	22.63	23.49	24.28	25.07	25.80	26.76
GRADE-09	20.36	21.33	21.91	22.44	22.97	23.49	24.13
GRADE-08	19.50	20.61	21.12	21.67	22.18	22.63	23.43
GRADE-07	18.72	19.76	20.36	20.87	21.33	21.91	22.63
GRADE-06	17.93	18.97	19.50	20.08	20.61	21.12	21.85
GRADE-05	17.15	18.25	18.72	19.24	19.76	20.36	21.05
GRADE-04	16.35	17.46	17.93	18.46	18.97	19.50	20.21
GRADE-03	15.63	16.62	17.15	17.66	18.25	18.72	19.42
GRADE-02	14.84	15.85	16.35	16.93	17.46	17.93	18.64
GRADE-01	14.06	15.11	15.63	16.16	16.62	17.15	17.86

**FY 2018  
MADISON COUNTY AFSCME PAY STEP PLAN  
December 1, 2017 thru November 30, 2018**

	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>
	<b>Start</b>	<b>2 Yrs</b>	<b>5 Yrs</b>	<b>9 Yrs</b>	<b>12 Yrs</b>	<b>15 Yrs</b>	<b>18 Yrs</b>
	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>	<b>Hourly</b>
	<b><u>Rate</u></b>	<b><u>Rate</u></b>	<b><u>Rate</u></b>	<b><u>Rate</u></b>	<b><u>Rate</u></b>	<b><u>Rate</u></b>	<b><u>Rate</u></b>
GRADE-17	40.81	43.56	44.89	46.22	47.48	48.82	50.37
GRADE-16	35.60	37.72	38.79	39.88	40.91	42.00	43.33
GRADE-15	32.45	34.53	35.60	36.73	37.72	38.79	40.05
GRADE-14	29.24	31.38	32.45	33.52	34.53	35.60	36.91
GRADE-13	26.02	28.10	29.24	30.25	31.38	32.45	33.72
GRADE-12	25.63	27.19	27.98	28.75	29.57	30.36	31.38
GRADE-11	24.02	25.63	26.38	27.19	27.98	28.75	29.76
GRADE-10	21.60	23.14	24.02	24.83	25.63	26.38	27.36
GRADE-09	20.82	21.81	22.40	22.94	23.49	24.02	24.67
GRADE-08	19.94	21.07	21.60	22.16	22.68	23.14	23.96
GRADE-07	19.14	20.20	20.82	21.34	21.81	22.40	23.14
GRADE-06	18.33	19.40	19.94	20.53	21.07	21.60	22.34
GRADE-05	17.54	18.66	19.14	19.67	20.20	20.82	21.52
GRADE-04	16.72	17.85	18.33	18.88	19.40	19.94	20.66
GRADE-03	15.98	16.99	17.54	18.06	18.66	19.14	19.86
GRADE-02	15.17	16.21	16.72	17.31	17.85	18.33	19.06
GRADE-01	14.38	15.45	15.98	16.52	16.99	17.54	18.26

**FY 2019  
MADISON COUNTY AFSCME PAY STEP PLAN  
December 1, 2018 thru November 30, 2019**

	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>
	<b>Start</b>	<b>2 Yrs</b>	<b>5 Yrs</b>	<b>9 Yrs</b>	<b>12 Yrs</b>	<b>15 Yrs</b>	<b>18 Yrs</b>
	<b>Hourly Rate</b>	<b>Hourly Rate</b>	<b>Hourly Rate</b>	<b>Hourly Rate</b>	<b>Hourly Rate</b>	<b>Hourly Rate</b>	<b>Hourly Rate</b>
GRADE-17	41.73	44.54	45.90	47.26	48.55	49.92	51.50
GRADE-16	36.40	38.57	39.66	40.78	41.83	42.95	44.30
GRADE-15	33.18	35.31	36.40	37.56	38.57	39.66	40.95
GRADE-14	29.90	32.09	33.18	34.27	35.31	36.40	37.74
GRADE-13	26.61	28.73	29.90	30.93	32.09	33.18	34.48
GRADE-12	26.21	27.80	28.61	29.40	30.24	31.04	32.09
GRADE-11	24.56	26.21	26.97	27.80	28.61	29.40	30.43
GRADE-10	22.09	23.66	24.56	25.39	26.21	26.97	27.98
GRADE-09	21.29	22.30	22.90	23.46	24.02	24.56	25.23
GRADE-08	20.39	21.54	22.09	22.66	23.19	23.66	24.50
GRADE-07	19.57	20.65	21.29	21.82	22.30	22.90	23.66
GRADE-06	18.74	19.84	20.39	20.99	21.54	22.09	22.84
GRADE-05	17.93	19.08	19.57	20.11	20.65	21.29	22.00
GRADE-04	17.10	18.25	18.74	19.30	19.84	20.39	21.12
GRADE-03	16.34	17.37	17.93	18.47	19.08	19.57	20.31
GRADE-02	15.51	16.57	17.10	17.70	18.25	18.74	19.49
GRADE-01	14.70	15.80	16.34	16.89	17.37	17.93	18.67

**FY 2020  
MADISON COUNTY AFSCME PAY STEP PLAN  
December 1, 2019 thru November 30, 2020**

	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>
	<b>Start</b>	<b>2 Yrs</b>	<b>5 Yrs</b>	<b>9 Yrs</b>	<b>12 Yrs</b>	<b>15 Yrs</b>	<b>18 Yrs</b>
	<b>Hourly Rate</b>	<b>Hourly Rate</b>	<b>Hourly Rate</b>	<b>Hourly Rate</b>	<b>Hourly Rate</b>	<b>Hourly Rate</b>	<b>Hourly Rate</b>
GRADE-17	42.67	45.54	46.93	48.32	49.64	51.04	52.66
GRADE-16	37.22	39.44	40.55	41.70	42.77	43.92	45.30
GRADE-15	33.93	36.10	37.22	38.41	39.44	40.55	41.87
GRADE-14	30.57	32.81	33.93	35.04	36.10	37.22	38.59
GRADE-13	27.21	29.38	30.57	31.63	32.81	33.93	35.26
GRADE-12	26.80	28.43	29.25	30.06	30.92	31.74	32.81
GRADE-11	25.11	26.80	27.58	28.43	29.25	30.06	31.11
GRADE-10	22.59	24.19	25.11	25.96	26.80	27.58	28.61
GRADE-09	21.77	22.80	23.42	23.99	24.56	25.11	25.80
GRADE-08	20.85	22.02	22.59	23.17	23.71	24.19	25.05
GRADE-07	20.01	21.11	21.77	22.31	22.80	23.42	24.19
GRADE-06	19.16	20.29	20.85	21.46	22.02	22.59	23.35
GRADE-05	18.33	19.51	20.01	20.56	21.11	21.77	22.50
GRADE-04	17.48	18.66	19.16	19.73	20.29	20.85	21.60
GRADE-03	16.71	17.76	18.33	18.89	19.51	20.01	20.77
GRADE-02	15.86	16.94	17.48	18.10	18.66	19.16	19.93
GRADE-01	15.03	16.16	16.71	17.27	17.76	18.33	19.09

## APPENDIX B

### JOB TITLES AND GRADES

#### **MADISON COUNTY AFSCME BARGAINING UNIT GRADE ASSIGNMENTS BY CLASSIFICATION**

**Positions listed are subject to re-classification. Current salary grades may be obtained from the County Board Personnel Office.**

#### **Grade 15**

Application Support and Programming III	Information Technology
GIS Programmer Analyst III	Information Technology
Voting Machine Maintenance	County Clerk

#### **Grade 14**

Application Support and Programming II	Information Technology
GIS Programmer Analyst II	Information Technology
Geographic Information System Specialist	9-1-1
Information Technology Support Engineer	Information Technology
Network Engineer	Information Technology
Systems Engineer	Information Technology
Telecommunications Coordinator	Information Technology

#### **Grade 13**

Application Support and Programming I	Information Technology
GIS Programmer/Analyst I	Information Technology
Lead Craftsman	Spec Service Area #1
Maintenance Craftsman IV	Facilities Mgmt
Support Desk and PC Support	Information Technology
Systems Manager	CCAO
Training Administrator	9-1-1

#### **Grade 12**

Commercial & Industrial Evaluation Supervisor	CCAO
Craftsman	Spec Service Area #1
GIS Programmer III	Information Technology
Information Technology Technician	Information Technology
Network Technician	Information Technology
Maintenance Craftsman III	Facilities Mgmt
Senior GIS Specialist	CCAO
Treasurer Systems Coordinator III	Treasurer

## Grade 11

Code Enforcement Inspector Solid Waste/Demolition	Planning & Development
Court Liaison Officer	Sheriff
Court Security Officer	Sheriff
Certified Building Inspector	Planning & Development
GIS Programmer II	Information Technology
GIS Specialist	CCAO
Health Educator	Health Dept
Housing Rehab Technician	CD
Jail Nurse	Sheriff
Lead Commercial & Residential Data Collector	CCAO
Maintenance Craftsman II	Facilities Mgmt
Payroll IT Administrator	Admin Services
Plumbing Inspector	Planning & Development
Private Sewage & Solid Waste Inspector	Planning & Development
Sanitarian	Health Dept
Staff Registered Nurse	Health Dept

## Grade 10

Assistant Accountant	Health Dept
Assistant Planner	CD
Building Inspector	Planning & Development
Code Enforcement Inspector Solid Waste/Building	Planning & Development
Commercial & Industrial Evaluator	CCAO
GIS Programmer I	Information Technology
Housing Specialist	CD
Lead Career Specialist	Employment & Training
Medical Technologist/X-Ray Technologist	Health Dept
Payroll Administrator	Admin Services
Program Outreach Associate	Planning & Development
Program Information Specialist	Employment & Training
Public Education Manager	9-1-1
Tax Extension Clerk	County Clerk
Victim Services Coordinator	State's Attorney

## Grade 9

Assessor/Inspector	CD
Assistant Accountant	Auditor
Business Services Representative	Employment & Training
Career Specialist	Employment & Training
Accounts Payable Specialist	Auditor
Code Enforcement Inspector (Private Sewage)	Planning & Development

Environmental Health Inspector  
Farm Forester/Conservation Stewardship Evaluator  
Financial Asst/Bookkeeper  
Kitchen Supervisor  
LPN Clinic Nurse  
Railroad & Mineral Rights Evaluator  
Residential Evaluator  
Victim Services Specialist  
Vision and Hearing Screening Technician  
Zoning Inspector

Health Dept  
CCAO  
Spec Service Area #1  
Sheriff  
Health Dept  
CCAO  
CCAO  
State's Attorney  
Health Dept  
Planning & Development

**Grade 8**

Addressing Specialist  
Delinquent Taxes Bookkeeper  
Farm Evaluator  
Lead Vital Records Clerk  
Lead Voter Registration Clerk  
Program Specialist  
Secretary III  
Senior Research Technician  
Treasurer System Coordinator I

9-1-1  
County Clerk  
CCAO  
County Clerk  
County Clerk  
CD  
Various Departments  
CCAO  
Treasurer

**Grade 7**

Account Clerk III  
Assessor (IHWAP) Asst Accounting Systems Coord  
Follow-up Specialist  
GIS Technician  
Maintenance Craftsman I  
Maintenance II  
PC Technician II  
Program Account Clerk III  
Purchasing Technician  
Safety & Claims Technician  
Warehouseman  
Weatherizer II

Auditor & Treasurer  
CD  
Employment & Training  
CCAO  
Facilities Mgmt  
Spec Service Area #1  
Information Technology  
Employment & Training  
Admin Services  
Safety & Risk  
CD  
CD

**Grade 6**

Account Clerk II/Auditor  
Clerk III  
Clerk III/Declarations and Exemptions  
Data Collector II  
Health Benefits Specialist  
Jail Cook  
Program Account Clerk II  
Program Clerk

Auditor  
Various Departments  
CCAO  
CCAO  
Safety & Risk  
Sheriff  
Employment & Training  
CD



Sales Evaluator  
Secretary II  
Secretary II/Bookkeeper

CCAO  
Various Departments  
Planning & Development

**Grade 5**

Account Clerk II  
Accounts Payable Clerk  
Bookkeeper  
Bookkeeper/Accounts Clerk  
Clerk Typist III  
Data Collector I  
Election Technician  
Fixed Asset Clerk  
Medical Reserve Corps Technician  
Outreach/Employability Specialist  
PC Technician I  
Personal Health Services Clerical & Billing Clerk  
Secretary/ Emergency Response Technician  
Secretary Environmental Health Services  
Secretary Personal Health Services  
Secretary/Court Clerk

Various Departments  
Auditor  
CD  
Health Dept  
Various Departments  
CCAO  
County Clerk  
Auditor  
Health Dept  
Employment & Training  
Information Technology  
Health Dept  
Health Dept  
Health Dept  
Health Dept  
Planning & Development

**Grade 4**

Clerk II  
Clerk Typist II  
Communications Clerk  
Custodian III  
Data Entry Operator II  
Office Clerk  
Secretary I

Various Departments  
Various Departments  
Admin Services  
Sheriff  
Recorder  
Treasurer & Auditor  
Various Departments

**Grade 3**

Account Clerk I  
Clerk Typist I  
Custodian II

Various Departments  
Various Departments  
Facilities Mgmt

**Grade 2**

Clerk I  
Receptionist  
Account Clerk

Various Departments  
Health Dept  
Auditor

**Grade 1**

Kitchen Assistant

Sheriff

LIHEAP Technician  
Museum Caretaker  
Resource Room Attendant

CD  
Museum  
Employment & Training

## **MEMORANDUM OF UNDERSTANDING**

### **FAMILY AND MEDICAL LEAVE POLICY**

The Employer agrees to comply with the Family and Medical Leave Act and its regulations, as amended from time to time.

## **MEMORANDUM OF UNDERSTANDING**

### **MILITARY LEAVE POLICY**

#### **Military Leave**

Any full-time employee of Madison County Government, who is a member of any reserve component of the United States armed forces or of any reserve component of the Illinois State Militia, shall be granted leave from his or her public employment for any period of actively spent in military service, including:

1. Call to active duty by order of the President;
2. Basic training;
3. Special or advanced training, whether or not within the State, and whether or not voluntary; and
4. Annual training.

During these leaves, the employee's seniority and other benefits shall continue to accrue.

During leaves for active duty by order of the President, if the employee's compensation for military activities is less than his or her compensation as a County employee, he or she shall receive his or her regular compensation as a public employee minus the amount of his or her base pay for military activities

During leaves for annual training, the employee shall continue to receive his or her regular compensation as a County employee.

During leaves for basic training and up to 60 days of special or advanced training, if the employee's compensation for military activities is less than his or her compensation as a County employee, he or she shall receive his or her regular compensation as a public employee minus the amount of his or her base pay for military activities.

Such employees shall have and retain such rights with respect to reinstatement, seniority, vacation, layoffs, compensation, and length of service pay increases as may be from time to time provided by applicable federal or state law.

Advance notice from the employee must be given either in writing or orally. However, the notice requirement is excused when either "military necessity" prevents employees from giving notice or circumstances make it impossible or unreasonable for employees to provide notice.

The County may require returning employees to provide documentation of the length and character of their uniformed service. When such documentation is unavailable to returning employees, they will be reemployed until the documentation becomes available.

Employees returning from a Military Leave have a right to reemployment, as long as the County's circumstances have not changed to the extent that it would be impossible or unreasonable to provide continued employment.

Upon satisfactory completion of military service and timely notice of intent to return to work, an employee whose period of uniformed service is 90 days or less shall be promptly reemployed in the position the employee would have held had he/she been continuously employed, so long as the employee is qualified for the position or can become qualified after "reasonable efforts" by the employer. If the employee cannot become qualified after "reasonable efforts" the employee will be reinstated to the job the employee held prior to the commencement of the uniformed service. If an employee cannot become qualified for either of these positions, even after reasonable efforts by the employer, the employee is to be placed in the position that most nearly approximates the positions described above and which the employee is able to perform. An employee whose period of uniformed service is greater than 90 days shall be promptly reemployed in the position he/she would have held had the employee remained continuously employed or in a position of like seniority, status and pay, so long as the employee is qualified for such a position or can become qualified after "reasonable efforts" by the employer. If the employee cannot become qualified after "reasonable efforts" the employee will be reinstated to the job the employee held prior to the commencement of the uniformed service, or in a position of like seniority, status and pay. If an employee cannot become qualified for any of the positions described above, the employee is to be placed in the position that most nearly approximates the positions described above and which the employee is able to perform.

An employee must apply for reinstatement to a job within 90 days after being released from active duty. Reservists and National Guardsmen returning from initial active duty for training must apply for reinstatement within 31 days after being released from military duty. Employees returning from all other active duty for training must report to work on the first scheduled working day following completion of training. If an employee, on return from military service, is physically unable to perform the duties of the employee's previous job, the County will attempt to place the employee in a position of similar status and pay that is compatible with the employee's physical disabilities. Employees who leave their employment to perform military service are entitled to continued health benefits and health benefits for their dependents, who are normally eligible for coverage.

The employee's period of military service will be treated as service with the employer in determining vesting and benefit accrual under the pension plan. The County will make contributions to the plan in amounts equal to the contributions that would have been made if the employee had been actively employed during the period of military service.

Madison County follows the guidelines of the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), Local Government Employees Benefits Continuation Act, and the Military Leave of Absence Act. The U.S. Department of Labor, Veterans Employment and Training Services (VETS) is authorized to investigate and resolve complaints of USERRA violations. For assistance in filing a complaint or for other information on USERRA contact VEST at 1-866-4-USA-DOL.

## **MEMORANDUM OF UNDERSTANDING**

### **JOB AUDITS**

The parties agree to work together to identify job audit issues and resolve them in accordance with the Collective Bargaining Agreement.

The parties shall meet as needed to resolve issues regarding job audits.

The Employer agrees to work to insure that when job audits are done, proper and timely notification is served on the Union.

## **MEMORANDUM OF AGREEMENT**

### **INSURANCE POOL FUND REPORT**

The Auditor shall provide to the Union a report of all income and expenses for the AFSCME Insurance Pool Fund on a quarterly basis.

The report shall be sent to the Local Union President.

## **MEMORANDUM OF UNDERSTANDING**

### **INSURANCE POOL TASK FORCE**

The parties shall continue to utilize the Insurance Pool Task Force.

The Task Force size and composition shall be eight AFSCME members, three PBLC and six non-bargaining unit managers.

The Task Force shall begin meeting no later than June 15<sup>th</sup> in order to prepare for the next insurance year.

## **MEMORANDUM OF UNDERSTANDING**

### **ARBITRATION PANEL**

The parties agree to create a list of at least seven mutually agreed to arbitrators to hear grievances processed to the arbitration step of the grievance procedure.

Once the arbitration panel is established the first choice shall be determined by a coin toss between the parties. The first arbitrator shall be chosen from the panel by the winner of the coin toss. The next arbitration case shall be heard by the next arbitrator on the panel and so on down the list. Once the list is exhausted the parties will return to the first arbitrator listed and shall continue down the list again.

Once an arbitrator is chosen from the panel the parties shall schedule the grievance with the chosen

arbitrator on a date and time mutually agreeable to the parties and the arbitrator.

Either party may request to have an arbitrator removed from the panel. The arbitrator will be replaced with another mutually agreed to arbitrator. Requests to remove arbitrators from the panel shall be reasonable and not done in an arbitrary or capricious manner.

The arbitration panel shall be established by the parties within sixty (60) days of the signing of this Memorandum of Understanding.

The arbitration panel for the term of this Agreement shall be as follows:

Steven Bierig  
Brian Clauss  
George Fleischli  
Jack Fletcher  
Amedeo Greco  
Stephen Hayford  
Daniel Nielsen  
Robert Tedesco  
Glenn Zipp  
Jeff Jacobs  
Margo Newman  
Jeanne Wood

### **MEMORANDUM OF UNDERSTANDING HEALTH IMPROVEMENT PROGRAM**

The parties agree to meet to negotiate regarding a Health Improvement Program (HIP) for the Madison County Health Insurance Plan.

This will entail discussions about incentives for employees to participate in the HIP, including plan changes and/or premium changes, well care for employees as well as other cost saving measures.

Prior to the commencement of these discussions the parties will work to balance Union & Management representation on the Insurance Committee in order to insure its make up conforms to the original agreements establishing this Committee.

The AFSCME Staff Representative shall be a part of the Committee during these discussions, in addition to the Union's normal compliment of representatives on the Insurance Committee.

**MEMORANDUM OF UNDERSTANDING  
EARLY RETIREMENT INCENTIVE**

The parties agree to meet to study early retirement incentives including, but not limited to, IMRF's Early Retirement Incentive or some other similar program.

The intent would be to save fringe benefits and payroll costs by providing an incentive for long-term members to retire. A focus would be on not replacing a percentage of employees electing to retire or reducing the salaries of a percentage of replacement staff, netting out a cost savings for the county.

The County and AFSCME shall begin meeting no later than December 2016 to commence discussions on the implementation of an Early Retirement Incentive. The AFSCME Staff Representative shall be a part of the Committee during these discussions, in addition to the Union's normal compliment of representatives. Any agreement reached is subject to authorization by the County Board.

**MEMORANDUM OF UNDERSTANDING  
INTERPRETER PAY**

The parties agree to develop an agreement on compensation for employees assigned with additional job responsibilities to provide interpretive service between the public and the department the employee works for. The agreement will set forth any applicable certification required and the annual compensation for such service.

The County and AFSCME shall begin meeting no later than December 2016 to commence discussions on the implementation of an agreement for Interpreter responsibilities and compensation.

**Section 4     Standby Compensation**

Craftsman assigned to standby status during emergency coverage period will be compensated as follows:

- A) One and a half (1 ½) hours of straight time pay or compensation Monday thru Saturday, Three (3) hours of straight time pay or compensation for Sunday.

The maximum amount of earned compensatory time allowed to accumulate under this Memorandum of Understanding will not exceed forty (40) hours. Use of the compensatory time will be that designated in Article 4, Sections 4.06 and 4.07 of the Master Agreement. This compensation will be in addition to their regular pay and in addition to any call-out pay or overtime pay for work performed during the emergency period.

**Section 5     Call-Out Compensation**

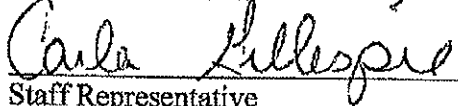
Craftsman called out to an emergency situation during the emergency call-out period will receive a minimum of three (3) hours or the actual time worked, whichever is greater, at a rate of one and one half (1 ½) times their regular rate of pay. Craftsman called out to an emergency situation on Sunday during the emergency call-out period will receive a minimum of three (3) hours or actual time worked, whichever is greater, at a rate of twice (2 times) their regular rate of pay.

IN WITNESS WHEREOF, the parties hereto have set their hand this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

FOR THE EMPLOYER:

  
\_\_\_\_\_  
Alan Dunstan, Chairman  
Madison County Board

FOR THE UNION:

  
\_\_\_\_\_  
Carla Gillespie  
Staff Representative  
AFSCME Council 31



Negotiating Committee for Employer

*[Handwritten signature]*  
Kent & Lee

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Negotiating Committee for Union

*[Handwritten signature]*  
Carl Lugin

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Special Service Area #1 Committee

*[Handwritten signature]*  
William Finkbeiner

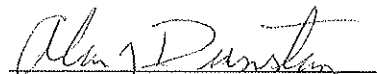
*[Handwritten signature]*  
Helen Hawkins

\_\_\_\_\_  
\_\_\_\_\_


**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto have set their hand this 1<sup>st</sup> day of November, 2016.

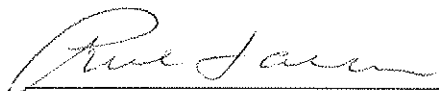
**FOR THE EMPLOYER:**

  
Alan J. Dunstan, Chairman  
Madison County Board

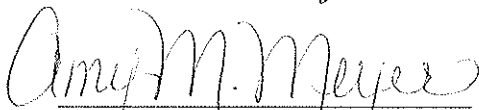
**FOR THE UNION:**

  
Carla Gillespie, Staff Representative  
AFSCME Council 31


**ELECTED OFFICIALS:**

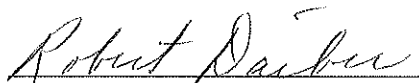
  
Rick Faccin, Auditor

  
Debra Ming-Mendoza, County Clerk

  
Amy Meyer, Recorder


  
John Lakin, Sheriff


  
Thomas Gibbons, State's Attorney

  
Robert Daiber,  
Regional Superintendent


\_\_\_\_\_  
Kurt Prenzler, Treasurer

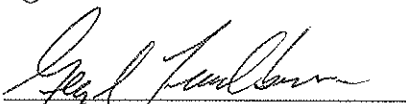
**AFSCME LOCAL 799:**

  
Christopher Milton, President

  
Cathi Gitchoff, Negotiator

  
Chad Lignoul, Negotiator

  
Joli Sabatino, Negotiator

  
Greg Faulkner, Negotiator