

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, 2020 TO NOVEMBER 30, 2024**

TABLE OF CONTENTS

	<u>PAGE</u>
PREAMBLE	1
ARTICLE 1 RECOGNITION.....	1
ARTICLE 2 MANAGEMENT RIGHTS.....	2
Section 2.01. Exclusive Rights of Employer	2
Section 2.02. Employer's Right of Authority	3
Section 2.03. No Separate Agreements.....	3
ARTICLE 3 UNION SECURITY AND ACTIVITIES	4
Section 3.01. Maintenance of Membership	4
Section 3.02. Check Off/ Deduction	4
Section 3.03. Indemnification.....	4
Section 3.04. Union Activities.....	4
Section 3.05. Visits by Union Representatives	5
Section 3.06. Paid Time for Contract Negotiations	5
Section 3.07. Union Security	6
Section 3.08. Contract	6
Section 3.09. Union Orientation	6
Section 3.10. Bulletin Board	6
ARTICLE 4 HOURS OF WORK/OVERTIME	6
Section 4.01. Regularly Scheduled Hours	6
Section 4.02. Hours of Work/Work Day and Week	7
Section 4.03. Continuous Operations.....	7
Section 4.04. Call-Offs	8
Section 4.05. Tardiness/Absence from Work	8
Section 4.06. Overtime/Compensatory Time.....	8
Section 4.07. Use of Compensatory Time	9
Section 4.08. Premium Compensation.....	9
Section 4.09. Distribution of Overtime.....	9
Section 4.10. Sunday Work	10
Section 4.11. Call-Back Pay	11
Section 4.12. Standby Pay (SSA 1 & Facilities Depts.).....	11
ARTICLE 5 REST PERIODS	11
ARTICLE 6 MEAL PERIODS	11
ARTICLE 7 SENIORITY	12
Section 7.01. Definition.....	12
Section 7.02. Probationary Employees/Probationary Period.....	12

	Section 7.03.	Breaks in Continuous Service	13
	Section 7.04.	Promotions	13
	Section 7.05.	Temporary Job Openings	14
	Section 7.06.	Demotion	14
	Section 7.07.	Lay Off	15
	Section 7.08.	Recall	15
	Section 7.09.	Bumping	15
	Section 7.10.	Special Certifications	15
	Section 7.11.	Part Time Employees	16
ARTICLE 8		HOLIDAYS	16
	Section 8.01.	Designated Holidays	16
	Section 8.02.	Eligibility Requirements	17
	Section 8.03.	Holiday Compensation	17
ARTICLE 9		VACATIONS	18
	Section 9.01.	Eligibility and Allowance	18
	Section 9.02.	Vacation Pay	18
	Section 9.03.	Choice of Vacation Period	19
	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
ARTICLE 10		SICK LEAVE	19
	Section 10.01.	Eligibility	19
	Section 10.02.	Accrual/Accumulation	20
	Section 10.03.	Verification	20
	Section 10.04.	Comp. for Unused Accum. Sick Leave (pre 12/1/22 hire)....	21
	Section 10.05.	Comp. for Unused Accum. Sick Leave (post 12/1/22 hire)...	21
	Section 10.06.	Workers' Compensation	22
ARTICLE 11		LEAVES OF ABSENCE	22
	Section 11.01.	Eligibility Requirements	22
	Section 11.02.	Application for Leave without Pay	22
	Section 11.03.	Paid Leaves	23
	Section 11.04.	Failure to Return from Leave of Absence	24
ARTICLE 12		HEALTH BENEFITS	24
ARTICLE 13		WAGES	25
	Section 13.01.	Base Wages	25
	Section 13.02.	FY 2021, FY 2022, FY 2023 and FY 2024 Increases	25

Section 13.03. Shift Differential	25
Section 13.04. Pay Period	25
Section 13.05. Job Classifications.....	26
Section 13.06. Promotions and Bumping	26
Section 13.07. Job Audits	26
ARTICLE 14 DISCIPLINE AND DISCHARGE	28
Section 14.01. Discipline	28
Section 14.02. Notification & Measure of Disciplinary Action.....	28
Section 14.03. Severance and Misconduct.....	29
ARTICLE 15 SETTLEMENT OF DISPUTES.....	30
Section 15.01. Grievance Procedure	30
Section 15.02. Pertinent Witnesses and Information	31
Section 15.03. Limitation on Arbitration.....	31
ARTICLE 16 STRIKES AND LOCKOUTS.....	31
Section 16.01. Lockouts.....	31
Section 16.02. Strikes, Work Stoppages and Work Slow-Downs	31
Section 16.03. Sanctions for Breach	32
Section 16.04. Picket Line	32
ARTICLE 17 GENERAL PROVISIONS.....	32
Section 17.01. No Discrimination.....	32
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.....	33
Section 17.06. Americans with Disabilities Act.....	33
Section 17.07. Political Fund Raising.....	33
Section 17.08. Health and Safety Committee	33
Section 17.09. Sexual Harassment.....	33
Section 17.10. Mileage Reimbursement	33
Section 17.11. County Sponsored Events	33
Section 17.12. Polygraph Tests.....	34
Section 17.13 Working Day Defined.....	34
ARTICLE 18 SUB-CONTRACTING	34
ARTICLE 19 LABOR-MANAGEMENT MEETING	34
ARTICLE 20 SEPARABILITY AND SAVINGS.....	34
ARTICLE 21 TRAVEL POLICY FOR TRAINING CONFERENCES AND	
WORKSHOPS	35
Section 21.01. Single Day Attendance.....	35

Section 21.02. Overnight Attendance	35
ARTICLE 22 NOTICES	35
ARTICLE 23 TERM OF AGREEMENT	36
APPENDIX A MADISON COUNTY PAY STEP PLAN	38
APPENDIX B BARGAINING UNIT JOB TITLES AND GRADES	41
MEMORANDUM OF UNDERSTANDING – PANDEMIC COMP TIME.....	46
MEMORANDUM OF UNDERSTANDING – EARLY RETIREMENT INCENTIVE.....	46
SIGNATURE PAGE	47

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; and
- M. College students employed for 180 days or less.

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 regularly scheduled to work twenty (20) to thirty (30) 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. Full-time employees are defined as those who are regularly scheduled to work at least thirty (30) hours per week.

The parties shall meet as needed to resolve issues regarding job audits and shall work together to identify job audit issues and resolve them in accordance with the Collective Bargaining Agreement. The Employer shall serve the result of a job audit upon the Union in a timely manner upon completion of same.

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. Check Off/ Deductions

The Employer agrees to deduct, on each payday, such items as may be requested by the employees, including but not limited to child support, benefits, union dues, P.E.O.P.L.E. contributions, and savings accounts.

The amount of the above employee deductions for Union dues and P.E.O.P.L.E. contributions 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 3.03. 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 3.04. 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 (not to exceed ten (10) hours) 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 (not to exceed ten (10) hours) 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 requesting such time away from his/her duties, 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 3.05. 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 3.06. 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 3.07. 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 3.08. 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 3.09. Union Orientation

The Union 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. One Union Officer shall be permitted to conduct a Union orientation for all new employees. Orientation held during regular work hours and may not occur more frequently than bimonthly. Management shall provide the Union with a suitable conference room to conduct the orientation.

Section 3.10. 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 notify the Employee of any change to his/her regular schedule at least one (1) week in advance. If any employee desires a change to his/her regular schedule, such request must be submitted at least one (1) week in advance. The Employee may request a temporary change to his/her schedule due to extenuating circumstances. Such request must be made to the Employee's supervisor, be temporary in nature, and at the discretion of the supervisor.

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 at least one (1) hour prior to 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 time 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.

For employees in the SSA 1 and Facilities Departments, the emergency call-back period shall include all hours outside of the regularly scheduled work shift. Notification of the existence of an emergency situation will be by the Supervisor via a County-issued cellular telephone to the Craftsman assigned by the Supervisor to carry said phone. The cellular telephone will be used only for communications necessary during the emergency call-back situation. For safety reasons, the standby Craftsman will notify another Craftsman to respond when the emergency involves electrical work or jet truck operation. Any other personnel to be called back will be at the discretion of the Supervisor. The emergency standby assignment will be rotated among the eligible Craftsman on a week to week basis.

For employees in the SSA 1 and Facilities Departments, Craftsmen called back to an emergency situation by a Supervisor during the emergency call-back 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. Craftsmen called back to an emergency situation by a Supervisor 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.

Section 4.12. Standby Pay (SSA 1 and Facilities Departments)

During the emergency call-back period described in Section 4.11, one (1) Craftsman will be assigned by the Supervisor to standby status and carry a County-issued cellular telephone for notification of an emergency situation. The Craftsman assigned by the Supervisor to standby status during the emergency call-back coverage period will keep himself available to respond to the emergency situation for the entire period, including being within the range of the County's cellular telephone and will respond to the shop as soon as possible, but in any case said response shall not exceed one-half (1/2) hour. The Craftsman will notify his immediate Supervisor of any situation that would keep him from responding to a call-back during his assigned emergency standby period. Failure to respond or to notify another Craftsman to respond may be cause for disciplinary action according to the procedures contained in the master agreement between the parties.

The Craftsman assigned to standby status by the Supervisor during emergency coverage period will be compensated as follows: one and a half (1 ½) hours of straight time pay or compensation Monday through Saturday, and Three (3) hours of straight time pay or compensation for Sunday. The maximum amount of earned compensatory time allowed to accumulate will not exceed forty (40) hours and shall be used in accordance with the compensatory time provisions of this Agreement. This compensation will be in addition to their regular pay and in addition to any call-back pay or overtime pay for work performed during the emergency period.

The SSA 1 Craftsman assigned to standby status during emergency call-back coverage period by the Supervisor may take a County owned vehicle home during non-scheduled hours. Said vehicle will not be used for personal use, only for the purpose of responding to the emergency call-back.

ARTICLE 5 REST PERIODS

All employees' work schedules in excess of six (6) hours per day 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 the Union 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 Union, he/she enters the new department as the employee with the least seniority. However, a full-time employee's 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. is covered by this Agreement; and
3. 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 eighteen (18) 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 eighteen (18) 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. 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 eighteen (18) months after being laid off. This eighteen (18) 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. Special Certifications

When a special certification is required to perform a position, such as for a certified interpreter or translator, such requirement shall be noted on the job posting for the position. 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.

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
Juneteenth	Christmas Eve Day*
Independence 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 - 3rd Monday in February
Good Friday - Friday before Easter
Memorial Day - The last Monday in May
June 19th
Independence Day - July 4th
Labor Day - First Monday in September
Columbus Day - 2nd Monday in October
Veteran's 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. An employee may use approved vacation the day before and/or after a holiday, but if an employee uses sick time the day before or after a holiday, the employee must provide a medical excuse.

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:

<u>Number of continuous hours compensated at regular straight-time rate</u>	<u>Rate of vacation accrual based on each continuous hour compensated at straight-time rate</u>
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 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) year's 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 Period

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 a future period 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 ($\frac{1}{2}$) hour increments.

Employees shall be eligible to use up to one-half of their annual allotment of sick leave per fiscal year to care for a sick child, stepchild, spouse, domestic partner, sibling, parent, parent-in-law, step parent, grandchild, or grandparent. 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 hired prior to December 1, 2021, 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.

Full- and part-time employees hired on or after December 1, 2021, 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 480 hours of sick leave.

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 – Employees hired prior to December 1, 2021

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. Compensation for Unused Accumulated Sick Leave – Employees hired on or after December 1, 2021

Upon termination of employment, employees will turn in unused sick leave to the Illinois Municipal Retirement Fund (IMRF) for service credit. If any portion of the employee's unused sick time is not used by the IMRF for service credit, the Employer will buy back one-half of the unused time, up to 480 hours, 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 10.06. 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, or family death 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.

Personal Leave Days

Employees hired prior to December 1, 2021, shall receive personal days upon earning sick leave, in the following manner:

Upon banking 128 hours of sick leave – 1 day
Upon banking 152 hours of sick leave – 2 days
Upon banking 192 hours of sick leave – 3 days
Upon banking 336 hours of sick leave – 4 days

Employees hired on or after December 1, 2021, may convert unused sick leave time into personal leave time, by exchanging four (4) whole sick leave days for one (1) personal leave day.

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 ($\frac{1}{2}$) 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, and must be used within the year following the sick-to-personal leave conversion.

Section 11.04. 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.

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 deductions. The Employer agrees to pay no less than 50% of the contributions to premiums for dependent coverage for the duration of the Agreement.

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 50% of the contribution to premiums as for full-time employees 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 2021, FY 2022, FY 2023 & FY 2024 Increases

The base wages shall not be increased effective December 1, 2020; however, employees shall be paid a one-time, off-schedule lump-sum adjustment of three percent (3%) of the employee's base pay during FY 2021, to be paid December 10, 2021.

The base wages shall not be increased effective December 1, 2021; however, employees shall be paid a one-time, off-schedule lump-sum adjustment of Three Thousand Dollars No Cents (\$3,000.00), provided said employee was an employee on the date of ratification of this Agreement and remained an employee until November 31, 2022. Said payment shall be made in the employee's first pay check of December 2022.

The base wages shall be increased by an additional two and one-half percent (2.5%) effective December 1, 2022.

The base wages shall be increased by an additional two and one quarter percent (2.25%) effective December 1, 2023.

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 1st, for the duration of this contract.

Section 13.06. Promotions and Bumping

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.

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. Discipline imposed may vary according to the severity of the infraction.

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 (other than an oral reprimand) 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 oral or written reprimands 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. Any written record of suspension or termination in an employee's file will be removed from the file after five (5) 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. Notification and Measure of Disciplinary Action

Any employee who may be subject to discipline shall undergo an investigation, during which the employee may be placed on administrative leave. No discipline may be imposed on the employee unless or until s/he has been interviewed regarding the allegations. Following an investigation, the employee shall be notified that the investigation is complete.

For all disciplinary actions involving suspension without pay or discharge, the Employer shall notify the Union and the employee who is to be disciplined of the time and place of a meeting at which the disciplinary action shall be imposed. The notice of the meeting shall be at least three (3) working days in advance of the meeting, during which time the employee shall remain on administrative leave, and shall notify the employee of his/her right to Union representation at the meeting. The Union or the employee may request an additional two (2) days to prepare for the meeting, but such time shall be unpaid. The meeting shall take place during the employee's regular

work day. The notice shall contain the reasons for the contemplated disciplinary action, the disciplinary action to be imposed, the names of any witnesses involved and known by the Employer, and any documents supporting the disciplinary action. At the meeting, the employee and the Union representative shall be given an opportunity to rebut or clarify the reasons for discipline. Such rebuttal shall be placed in the employee's personnel file, if in writing. The Employer shall notify the employee and the Union of the imposition of the discipline by the conclusion of the following business day.

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.

Nothing in this section 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.

Section 14.03. Severance and Misconduct

In accordance with 5 ILCS 415/2, any employee discharged for "misconduct" is not eligible for any form of severance pay. As used herein, "misconduct" includes:

- (1) Conduct demonstrating conscious disregard of an employer's interests and found to be a deliberate violation or disregard of the reasonable standards of behavior which the employer expects of his or her employee. Such conduct may include, but is not limited to, willful damage to an employer's property that results in damage of more than \$50, or theft of employer property or property of a customer or invitee of the employer.
- (2) Carelessness or negligence to a degree or recurrence that manifests culpability or wrongful intent, or shows an intentional and substantial disregard of the employer's interests or of the employee's duties and obligations to his or her employer.
- (3) Chronic absenteeism or tardiness in deliberate violation of a known policy of the employer or one or more unapproved absences following a written reprimand or warning relating to more than one unapproved absence.
- (4) A willful and deliberate violation of a standard or regulation of this State by an employee of an employer licensed or certified by this State, which violation would cause the employer to be sanctioned or have its license or certification suspended by this State.
- (5) A violation of an employer's rule, unless the employee can demonstrate that s/he did not know, and could not reasonably know, of the rule's requirements; that the rule is not lawful or not reasonably related to the job environment and performance; or that the rule is not fairly or consistently enforced.
- (6) Other conduct, including, but not limited to, committing criminal assault or battery on another employee, or on a customer or invitee of the employer, or committing abuse or neglect of a patient, resident, disabled person, elderly person, or child in her or his professional care.

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, in consultation with the HR Generalist, 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 and the HR Generalist 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 Parties shall comply with the Employment Arbitration Rules of the American Arbitration Association unless mutually agreed otherwise. The arbitrator shall have no authority to amend, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall submit in writing his/her decision to the County and the Union following the close of hearing(s) or submission of briefs, whichever is later.

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.

Section 15.03. Limitation on Arbitration

Alleged violations of Sections 3.07, 10.06, 17.05, 17.06 and provisions concerning FMLA and ADA protections shall be exempted from the arbitration step of the procedures described in this Article. Further, if any employee elects to arbitrate a grievance over violations of Sections 17.01 or 17.09, he or she shall have access to all remedies available to him/her that could be awarded by a jury; however, if any employee chooses to arbitrate a grievance over these provisions, he or she waives his or her right to file a Complaint over such allegations in federal or state court.

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 fundraisers.

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
212 S. 9th St.
Mt. Vernon, IL 62864

and

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

Notice to the Employer shall be addressed to:

Dave Tanzyus, County Administrator
Madison County Government
157 N. Main Street, Suite 165
Edwardsville, Illinois 62025-1963
Facsimile: 618-296-4855

and

Emily J. Russell, HR Generalist
Madison County Government
157 N. Main Street, Suite 154
Edwardsville, Illinois 62025-1963
Facsimile: 618-692-8907

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 outlined above in this Article.

ARTICLE 23

TERM OF AGREEMENT

This Agreement shall be effective as of the first day of December, 2020, and shall remain in full force and effect until the 30th day of November, 2024, 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, 2024, 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, 2024 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, 2024, 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

FY 2021												
MADISON COUNTY AFSCME PAY STEP PLAN - GENERAL												
December 1, 2020 thru November 30, 2021												
STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7						
Start	2 Yrs	5 Yrs	9 Yrs	12 Yrs	15 Yrs	18 Yrs						
Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly
Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate	Rate
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					

FY 2022												
MADISON COUNTY AFSCME PAY STEP PLAN - GENERAL												
December 1, 2021 thru November 30, 2022												
STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7						
Start	2 Yrs	5 Yrs	9 Yrs	12 Yrs	15 Yrs	18 Yrs						
Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly						
Rate	Rate	Rate	Rate	Rate	Rate	Rate						
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					

FY 2023									
MADISON COUNTY ASCSME PAY STEP PLAN - GENERAL									
December 1, 2022 thru November 30, 2023									
STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7			
Start	2 Yrs	5 Yrs	9 Yrs	12 Yrs	15 Yrs	18 Yrs			
Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly			
Rate	Rate	Rate	Rate	Rate	Rate	Rate			
GRADE-17	43.74	46.68	48.10	49.53	50.88	52.32	53.98		
GRADE-16	38.15	40.43	41.56	42.74	43.84	45.02	46.43		
GRADE-15	34.78	37.00	38.15	39.37	40.43	41.56	42.92		
GRADE-14	31.33	33.63	34.78	35.92	37.00	38.15	39.55		
GRADE-13	27.89	30.11	31.33	32.42	33.63	34.78	36.14		
GRADE-12	27.47	29.14	29.98	30.81	31.69	32.53	33.63		
GRADE-11	25.74	27.47	28.27	29.14	29.98	30.81	31.89		
GRADE-10	23.15	24.79	25.74	26.61	27.47	28.27	29.33		
GRADE-09	22.31	23.37	24.01	24.59	25.17	25.74	26.45		
GRADE-08	21.37	22.57	23.15	23.75	24.30	24.79	25.68		
GRADE-07	20.51	21.64	22.31	22.87	23.37	24.01	24.79		
GRADE-06	19.64	20.80	21.37	22.00	22.57	23.15	23.93		
GRADE-05	18.79	20.00	20.51	21.07	21.64	22.31	23.06		
GRADE-04	17.92	19.13	19.64	20.22	20.80	21.37	22.14		
GRADE-03	17.13	18.20	18.79	19.36	20.00	20.51	21.29		
GRADE-02	16.26	17.36	17.92	18.55	19.13	19.64	20.43		
GRADE-01	15.41	16.56	17.13	17.70	18.20	18.79	19.57		

FY 2024									
MADISON COUNTY ASCSME PAY STEP PLAN - GENERAL									
December 1, 2023 thru November 30, 2024									
STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7			
Start	2 Yrs	5 Yrs	9 Yrs	12 Yrs	15 Yrs	18 Yrs			
Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Hourly			
Rate	Rate	Rate	Rate	Rate	Rate	Rate			
GRADE-17	44.72	47.73	49.18	50.64	52.02	53.50	55.19		
GRADE-16	39.01	41.34	42.50	43.70	44.83	46.03	47.47		
GRADE-15	35.56	37.83	39.01	40.26	41.34	42.50	43.89		
GRADE-14	32.03	34.39	35.56	36.73	37.83	39.01	40.44		
GRADE-13	28.52	30.79	32.03	33.15	34.39	35.56	36.95		
GRADE-12	28.09	29.80	30.65	31.50	32.40	33.26	34.39		
GRADE-11	26.32	28.09	28.91	29.80	30.65	31.50	32.61		
GRADE-10	23.67	25.35	26.32	27.21	28.09	28.91	29.99		
GRADE-09	22.81	23.90	24.55	25.14	25.74	26.32	27.05		
GRADE-08	21.85	23.08	23.67	24.28	24.85	25.35	26.26		
GRADE-07	20.97	22.13	22.81	23.38	23.90	24.55	25.35		
GRADE-06	20.08	21.27	21.85	22.50	23.08	23.67	24.47		
GRADE-05	19.21	20.45	20.97	21.54	22.13	22.81	23.58		
GRADE-04	18.32	19.56	20.08	20.67	21.27	21.85	22.64		
GRADE-03	17.52	18.61	19.21	19.80	20.45	20.97	21.77		
GRADE-02	16.63	17.75	18.32	18.97	19.56	20.08	20.89		
GRADE-01	15.76	16.93	17.52	18.10	18.61	19.21	20.01		

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
Court Liaison Officer
Court Security Officer
Certified Building Inspector
GIS Programmer II
GIS Specialist
Health Educator
Housing Rehab Technician
Jail Nurse
Lead Commercial & Residential Data Collector
Maintenance Craftsman II
Payroll IT Administrator
Plumbing Inspector
Private Sewage & Solid Waste Inspector
Sanitarian
Staff Registered Nurse

↓
Planning & Development
Sheriff
Sheriff
Planning & Development
Information Technology
CCAO
Health Dept
CD
Sheriff
CCAO
Facilities Mgmt
Admin Services
Planning & Development
Planning & Development
Health Dept
Health Dept

Grade 10

Assistant Accountant
Assistant Planner
Building Inspector
Code Enforcement Inspector Solid Waste/Building
Commercial & Industrial Evaluator
GIS Programmer I
Housing Specialist
Lead Career Specialist
Medical Technologist/X-Ray Technologist
Payroll Administrator
Program Outreach Associate
Program Information Specialist
Public Education Manager
Tax Extension Clerk
Victim Services Coordinator

Health Dept
CD
Planning & Development
Planning & Development
CCAO
Information Technology
CD
Employment & Training
Health Dept
Admin Services
Planning & Development
Employment & Training
9-1-1
County Clerk
State's Attorney

Grade 9

Assessor/Inspector
Assistant Accountant
Business Services Representative
Career Specialist
Accounts Payable Specialist
Code Enforcement Inspector (Private Sewage)
Environmental Health Inspector
Farm Forester/Conservation Stewardship Evaluator

CD
Auditor
Employment & Training
Employment & Training
Auditor
Planning & Development
Health Dept
CCAO

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

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
Plan. & Develop.

Grade5

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
Empt & Training
Inf. Technology
Health Dept
Health Dept
Health Dept
Plan. & Develop.

Grade4

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

Grade3

Account Clerk I
Clerk Typist I
Custodian II

Various Departments
Various Departments
Facilities Mgmt

Grade2

Clerk I
Receptionist
Account Clerk

Various Departments
Health Dept
Auditor

Grade1

Kitchen Assistant

Sheriff

LIHEAP Technician
Museum Caretaker
Resource Room Attendant

CD
Museum
Empl. & Training

MEMORANDUM OF UNDERSTANDING
PANDEMIC COMP TIME

The Employer shall award one (1) week of additional time off (5 8-hour days) in each of the first two (2) years of the 2020 CBA to the employees within the Facilities Department who reported to work during the Spring 2020 pandemic period during which other employees were allowed to work from home. This time shall not be payable upon separation, shall not roll over in to subsequent years, and has no monetary value.

MEMORANDUM OF UNDERSTANDING
EARLY RETIREMENT INCENTIVE

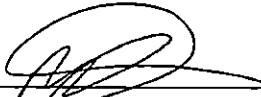
The parties agree to meet to study early retirement incentives including, but not limited to, IMRF's Early Retirement Incentive or some other similar program.

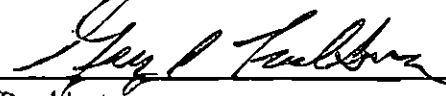
The intent would be to save fringe benefits and payroll costs by providing an incentive for long-term members to retire. A focus would be on not replacing a percentage of employees electing to retire or reducing the salaries of a percentage of replacement staff, netting out a cost savings for the county.

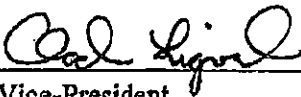
The County and AFSCME shall begin meeting no later than December 2016 to commence discussions on the implementation of an Early Retirement Incentive. The AFSCME Staff Representative shall be a part of the Committee during these discussions, in addition to the Union's normal compliment of representatives.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

SIGNATURES

For the Union:

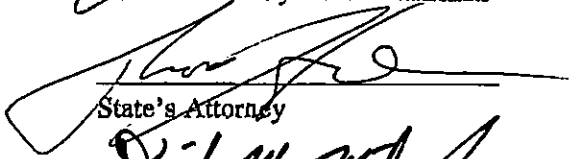

Staff Representative

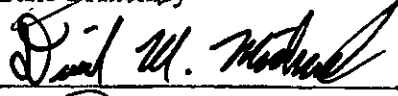

President


Vice-President

For the Employer:



Madison County Board Chairman

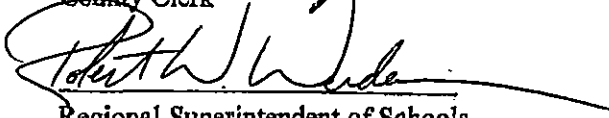

State's Attorney


Auditor


Treasurer


Recorder


County Clerk


Regional Superintendent of Schools


Sheriff