

**COLLECTIVE BARGAINING**  
**AGREEMENT**

Between AFSCME Council 31, AFL-CIO on behalf of  
AFSCME Local 2908 and the County of Woodford and the  
County Clerk, County Sheriff, and County Treasurer for the  
period of December 1, 2016 through November 30, 2018

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# **Collective Bargaining Agreement**

December 1, 2016 to November 30, 2018

## **ARTICLE 1 – P R E A M B L E**

This Agreement entered into by the County of Woodford and the County Clerk, County Sheriff, and County Treasurer—hereinafter referred to as the Employer, and the American Federation of State, County and Municipal Employees, Council 31, AFL-CIO, on behalf of the Local 2908, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

## **ARTICLE 2 - RECOGNITION**

The Employer hereby recognizes the American Federation of State, County and Municipal Employees, Council 31, AFL-CIO ("the Union") as the sole and exclusive collective bargaining representative in all matters concerning wages, hours and other conditions of employment for the full-time and regular part-time employees of the County in the Highway Department and Offices of County Clerk, County Sheriff, County Treasurer, County Zoning, and Supervisor of Assessment, excluding managers, supervisors, short-term employees, confidential employees, and peace officers. Regular part-time employees are those employees normally scheduled to work less than 30 hours per week.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

Management of the Departments covered by this Agreement is a function of Woodford County government and the collective bargaining relationship shall not constitute a restriction upon the Employer's lawful right to manage except as expressly stated in this Agreement.

## **ARTICLE 4 - DUES/FAIR SHARE DEDUCTIONS**

### **Section 1.**

The Employer agrees to deduct from the pay of those employees who individually request it any or all of the following:

- a) Union membership dues, assessments or fees;
- b) Union-sponsored benefit programs;
- c) P.E.O.P.L.E. contributions

Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with law. The aggregate deductions of all employees and a list of their names, addresses and social security numbers shall be remitted monthly to the Union at the address designated in writing to the Employer by the Union. The Union shall advise the Employer of any increase in dues or other approved deductions in writing at least thirty (30) days prior to its effective date.

### **Section 2. Fair Share Deductions**

Employees covered by this Agreement who are not members of the Union paying dues by voluntary payroll deduction shall be required to pay in lieu of dues, their proportionate fair share of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment in accordance with the Illinois Public Relations Act. The fair share payment, as certified by the Union, shall be deducted by the Employer from the earnings of the non-member employees. The aggregate deductions of the employees and a list of their names, addresses and social security numbers shall be remitted monthly to the Union at the address designated in writing to the Employer by the Union. The Union shall advise the Employer of any change in fair share fees in writing at least thirty (30) days prior to its effective date. The amount constituting each non-member employees fair share shall not exceed dues uniformly required to Union members.

### **Section 3. Religious Exemption**

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

#### **Section 4. Notice and Appeal**

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

### **ARTICLE 5 - NON-DISCRIMINATION**

#### **Section 1. Prohibition Against Discrimination**

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to the age, sex, marital status, race, color, creed, national origin or disability.

#### **Section 2. Union Activity**

Neither the Employer nor the Union shall interfere with the rights of employees covered by this Agreement to become or not to become members of the Union, and there shall be no discrimination against any such employees because of Union membership or non-membership.

### **ARTICLE 6 - HOURS AND OVERTIME**

#### **Section 1. Hours of Work and Meal Breaks**

Working hours are determined by the operation requirements of each Department. Working times will generally begin between 6:00 and 8:30 a.m., depending upon the needs of the Department. Employees shall report promptly at the designated starting time and shall devote their entire efforts during working hours to assigned duties. Once established, general changes in general working hours will not be changed with less than fourteen days notice to the Union. The Union reserves the right to request good faith bargaining over any such changes.

Each employee shall be provided a rest period or coffee break of fifteen minutes duration during both the morning and afternoon work periods. These periods shall be scheduled as not to interfere with the operations of the Department. Lunch periods are unpaid and shall be scheduled so as to maintain Departmental coverage at all times. The Employer reserves the right to implement time clocks.

**Section 2. Overtime Payment**

Except as set forth in the second and third paragraph of this Section, all time in excess of forty hours of work actually performed a week by employees shall be paid at one and one-half (1.5) times their actual hourly rate of pay. Hours of overtime made available in a Department shall be offered to employees in the Department on a rotating basis provided the employee is qualified to perform the required task. If all such employees who are offered the overtime decline to accept the work, the Department Head may, at his/her discretion, mandate employees to work overtime. Such mandated overtime shall also be distributed as equally as possible on a rotating basis within a department among those employees qualified to perform the work. The Employer will maintain a list of overtime hours worked and refused by the employees for review by the Union. Hours of overtime offered but refused will be considered as worked for rotation purposes.

Full-time employees in the Highway Department shall receive one-and-one-half (one and 1/2) times their actual hourly rate of pay if they work more than eight (8) hours in any work day.

Pay received for vacation time and holiday pay shall be considered as hours worked for purposes of overtime calculation.

**Section 3. Call Back**

A call-back is defined as an official assignment of work which does not continuously precede or follow an employee's regularly scheduled working hours. Full-time employees reporting back to the Employer's premises at a specified time on a regularly scheduled work day shall be compensated for two (2) hours at the appropriate overtime rate or be compensated for the actual time worked, whichever is greater, at the overtime rate. Full-time employees called back on Saturdays and Sundays or holidays will be compensated for four (4) hours at the applicable rate.

**ARTICLE 7 - HOLIDAYS**

**Section 1.**

The following days shall be recognized and observed as paid holidays for full-time employees in Departments other than the State's Attorneys Office:

- |                             |                                |
|-----------------------------|--------------------------------|
| New Years Day               | Labor Day                      |
| Martin Luther King Birthday | Columbus Day                   |
| Lincoln's Birthday          | Veteran's Day                  |
| President's Day             | Thanksgiving Day and day after |
| Memorial Day                | Christmas Eve                  |
| Independence Day            | Christmas Day                  |



\*Holidays falling on Sunday and Saturday will be observed on Monday or Friday.

**Section 2.**

Full-time employees covered by this Agreement shall be paid a regular day's pay when their regularly scheduled day off falls on the actual day of a holiday.

When a full-time employee is called in from his regular day off on the actual day of a holiday, he shall be paid at his overtime rate for all hours worked in addition to his Holiday pay.

**Section 3.**

Full-time employees are entitled to one (1) personal day per year, which does not have to be charged against the employee's accrued sick time. The scheduling of the use of the personal day is subject to supervisory approval, which shall not be unreasonably denied.

*Note – the actual days of holiday observance may be altered by the County to conform with the Courthouse schedule as dictated by the Chief Judge from time to time during the term of this Agreement. However, in no event will the number of paid holidays be less than thirteen during the term of this Agreement.*

**ARTICLE 8 - VACATIONS**

All full-time employees within the bargaining unit shall be entitled to vacation time with pay under the following schedule:

Upon December 1 following date of hire	5 working days
Upon December 1 following first anniversary date of hire	10 working days
Upon December 1 following the tenth anniversary date of hire	15 working days
Upon December 1 following the fifteenth anniversary of date of hire	20 working days
Upon December 1 following the twentieth anniversary date of hire	23 working days

No employees will be allowed to accumulate vacation days unless they are requested by the Department Head to postpone their vacation. These accumulated days should be taken the first six months of the following year. Employees are not entitled to use vacation time during their probationary period. Employees terminated during their probationary period do not receive accrued vacation pay upon termination.

All employees must schedule leaves of a full week or more at least two weeks in advance of the first day of the requested time off. Two day's notice shall be given for less than a full week of vacation. Vacation may be taken in four (4) hour segments.

Subject to the Employer's operating needs, vacations shall be scheduled as requested by employees. If two or more employees request vacations during the same time period, seniority within the Department will control. If because of operating needs the Employer cannot grant an employee's request for vacation, such vacation time may be liquidated in cash upon the request of the employee.

Upon an Employee's separation from work with the County of Woodford, the Employee shall be paid out all available unused accumulated vacation time.

## **ARTICLE 9 - SICK LEAVE**

### **Section 1. Use**

For the purpose of this Section, "Sick Leave" may be used for illness, disability or injury of a full-time employee, appointments with doctors, dentists or other recognized practitioners, non-job related injury for which the employee is under doctor's care, or in the event of injury, illness or disability of a member of the employee's immediate family. Sick leave may be used in increments of not less than fifteen (15) minutes.

### **Section 2. Accumulation**

Full-time employees with less than 10 years of service will accrue sick days at the rate of one (1) day per month; full-time employees with 10 years of service or more will accrue sick days at the rate of 1.5 days per month. Newly-hired employees may not utilize any sick days until successful completion of the probationary period. Full-time employees may use four (4) days of sick leave for personal use per year; these days may not be carried over.

### **Section 3. Carryover**

Sick Leave may be accumulated to a maximum of thirty-five (35) working days for employees with less than 10 years of service, and to a maximum of fifty (50) days for employees with 10 years of service or more.

#### **Section 4. Return to Work**

If an employee is absent from work because of illness or a non-job related accident for three (3) days or more, upon the employee's return to work such employee may be required to present a certificate signed by a licensed physician in order to qualify for sick leave benefits.

#### **Section 5. Leave Abuse Sanctions**

For the purpose of the provisions contained in this Article, abuse of sick leave is the utilization of such for reasons other than those stated in Section 1 of this Article.

Upon sufficient evidence of the abuse of such sick leave, the employee shall not be paid for such leave taken. Continued "abuse" of sick leave shall subject the employee to disciplinary action pursuant to the terms of this Agreement.

#### **Section 6. Use of Sick Leave Upon Retirement**

Upon an Employee's retirement from work with the County of Woodford, the following shall determine the amount of unused sick leave to be paid out:

For Employees with at least twenty (20) years of continuous service, the Employer shall pay upon claim by Employee all accumulated but unused sick leave at full value at the wage upon retirement.

For all other Employees, no pay shall be disbursed for accumulated but unused sick leave.

All claims for such payment upon retirement must be made in writing within thirty (30) days of the retirement date of the Employee.

The Employee may contribute up to fifty (50) days of leave for Illinois Municipal Retirement Fund (IMRF) creditable service purposes, but will not be paid for these same hours upon retirement. The Employee may either contribute the hours to IMRF or be paid the unused hours, but not receive the benefit of both options.

### **ARTICLE 10 - LEAVES OF ABSENCE**

#### **Section 1. Bereavement Leave/Death in Family**

The Employer agrees to provide to full-time employees leave without loss of pay as a result of death in the immediate family, not to exceed three (3) days. A member of the immediate family shall be defined to be any employee's mother, father, spouse, daughter, or son (including step or adopted), sister or brother (including half or step), father-in-law, mother-in-

law, son-in-law, daughter-in-law, grandparents and grandchildren. Full-time employees are allowed one day paid leave for other family members.

**Section 2. Military Leave**

Military leave shall be granted as required by law.

**Section 3. Jury Duty Leave**

Full-time employees called for jury duty would receive their regular pay. However, any compensation received from the court (except mileage allowance) will be returned to the County Clerk.

## ARTICLE 11 - FAMILY AND MEDICAL LEAVE ACT AND MILITARY LEAVE (FMLA) POLICY

This policy document supersedes any other existing policy or policy document governing the handling of leave taken pursuant to the Family and Medical Leave Act of 1993 ("FMLA"). It is intended to conform with Woodford County's obligations under 29 C.F.R. §825.300.

### I. ELIGIBILITY

To be eligible for FMLA benefits, an employee **must**:

- (1) have worked for Woodford County for a total of 12 months; and
- (2) have worked at least 1,250 hours over the previous 12 months.

### II. LEAVE ENTITLEMENT

A covered employee is entitled to up to a total of 12 workweeks of unpaid leave in a 12 month period for one or more of the following reasons:

- for the birth of a son or daughter, and to care for the newborn child;
- for the placement with the employee of a son or daughter for adoption or foster care;
- to care for the employee's spouse, son or daughter or parent (but not parent-in-law) who has a serious health condition,
- when the employee is unable to perform the functions of the employee's job because of a serious health condition, or because of incapacity due to pregnancy, prenatal medical care or child birth.

Leave to care for a newborn child or for a newly placed child must conclude within 12 months after the birth or placement.

Spouses employed by the same employer may be limited to a *combined* total of 12 workweeks of family leave for the following reasons:

- birth and care of a child;
- for the placement of a child for adoption or foster care, and to care for the newly placed child; and,
- to care for an employee's parent who has a serious health condition.

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending counseling sessions, and attending post-deployment reintegration briefings.

An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember who is recovering from a serious illness or injury sustained in the line of duty on active duty, is entitled to up to 26 weeks of unpaid leave in a single 12-month period to care for the servicemember. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is on the temporary disability retired list. An eligible employee is entitled to a combined total of 26 workweeks of leave for any FMLA -qualifying reason during the single 12-month period, but is entitled to no more than 12 weeks of leave for:

- the birth of a son or daughter of the employee and in order to care for such son or daughter;
- because of the placement of a son or daughter with the employee for adoption or foster care;
- in order to care for the spouse, son, daughter or parent with a serious health condition;
- because of the employee's own serious health condition,
- or because of a qualifying exigency.

Under some circumstances, employees may take FMLA leave intermittently – which means taking leave in blocks of time, or by reducing their normal weekly or daily work schedule.

- If FMLA leave is for birth and care or placement for adoption or foster care of a son or daughter, use of intermittent leave is subject to the employer's approval.
- FMLA leave may be taken intermittently whenever medically necessary to care for a seriously ill family member or seriously ill or injured servicemember, or because the employee is seriously ill and unable to work.

The terms “son or daughter” are defined as biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is under 18 years of age or 18 years of age or older and incapable of self-care because of a mental or physical disability. An employee stands in loco parentis to a child when the employee intends to assume the responsibilities of a parent with regard to the child through either day-to-day care or financial support.

### III. SERIOUS HEALTH CONDITION

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to

pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

#### IV. LEAVE AVAILABILITY CALCULATION

Woodford County has adopted the “rolling 12 month period” method of calculating available FMLA leave for all types of leave with the exception of leave to care for a seriously ill or injured servicemember. Under the rolling 12-month period, in order to determine the amount of available FMLA leave, the calculation is made each time an employee commences an FMLA leave. From that date, the preceding 12 month period is examined. Any FMLA leave used during that preceding 12 months is deducted from the 12 weeks annual leave granted by the FMLA. The employee is entitled to take no more than the remaining balance of FMLA leave.

For FMLA leave requests made to care for a covered servicemember with a serious injury or illness, the single 12-month period begins on the first day the eligible employee takes FMLA leave.

#### V. SUBSTITUTION OF PAID LEAVE

Any employee taking FMLA leave is required to substitute and use any remaining vacation and personal days which are available or become available during the FMLA leave. Such paid leave is substituted for the unpaid FMLA leave, and is not in addition to such FMLA leave.

All other FMLA leave is unpaid.

#### VI. MEDICAL INSURANCE BENEFITS WHILE ON FMLA LEAVE

During FMLA leave, Woodford County will maintain the employee's health coverage under any group health plan, under the same terms as if the employee had continued to work. If the employee was required to pay a portion of the premiums for coverage, that obligation continues while on leave. Payment is expected to be made in the same amounts, and at the same time (i.e. each payroll date) as was made while working. If any payment is more than 30 days late, medical coverage may be canceled pursuant to the FMLA Rules and Regulations.

An employee can elect not to continue medical coverage while on leave. If this election is made, Woodford County will immediately place the coverage into COBRA.

If the coverage is continued while on FMLA leave, and the employee does not return to work at the end of the FMLA leave period, Woodford County will bill the employee for the amount of premiums paid by Woodford County during the leave period unless the employee does not return to work due to a reason exempted from this provision by FMLA Rules and Regulations.

No other employment benefits provided by Woodford County to employees are continued during FMLA leave. All such benefits are instead held in abeyance until the employee returns to work. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

## VII. PROCEDURE FOR REQUESTING FMLA LEAVE

An employee must provide Woodford County with at least 30 days advance notice before FMLA leave is to begin if the need for the leave is foreseeable. If 30 days notice is not possible, such as because of a lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, notice must be given as soon as practicable.

Employees must provide sufficient information for Woodford County to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees must also inform Woodford County if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees will also be required to provide certification as specified below, and may be required to provide periodic recertification supporting the need for leave.

Any employee taking leave to care for the employee's covered family member with a serious health condition, or due to the employee's own serious health condition that makes the employee unable to perform one or more of the essential functions of the employee's position must be supported by a certification issued by the health care provider of the employee or the employee's family member on the form attached to this policy. An employee taking leave because of a qualifying exigency or to care for a covered servicemember with a serious injury or illness must also be supported by a certification in the form attached to this policy except that an employee taking leave to care for a covered servicemember may provide an invitational travel order (ITO) or an invitational travel authorization (ITA) in lieu of certification for the leave taken through the expiration of the ITO or ITA. Additional copies of the certification forms can be obtained from your supervisor. Employees are required to furnish the above-referenced certifications at the time the employee gives notice of the need for leave or within 5 business days thereafter. In the case of unforeseen leave, certification must be provided within 5 business days after the leave commences. FMLA leave may be denied in accordance with the FMLA Rules and Regulations if appropriate certification is not provided.

## VIII. CONSEQUENCES OF TAKING FMLA LEAVE

Any FMLA leave taken will be counted against the available leave allowed by statute. Any employee seeking to return to work after leave taken because of the employee's own "serious health condition" must submit a medical certification of fitness to return to duty, signed by the attending health care provider, before the employee will be allowed to return to work. Failure to comply with this requirement does not extend the leave.



On return from FMLA leave, the employee will be returned to the same position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.

If the employee is unable to perform an essential function of the position because of a physical or mental condition, including the continuation of a serious health condition or an injury or illness also covered by workers' compensation, the employee has no right to restoration to another position under the FMLA. The employee may, however, fall under the Americans with Disabilities Act (ADA).

## IX. EMPLOYER RESPONSIBILITIES

Woodford County must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, Woodford County will provide a reason for the ineligibility.

Woodford County must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If Woodford County determines that the leave is not FMLA-protected, the employer must notify the employee.

## X. UNLAWFUL ACTS BY EMPLOYERS

The FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

## XI. ENFORCEMENT

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supercede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

## XII. REFERENCE TO FMLA NOTICE POSTER

Woodford County has posted in each department, a notice setting forth the relevant provisions of the FMLA. The terms of the notice are incorporated in this policy document as if they were specifically set forth. Each employee is charged with familiarizing him/herself with the contents of the notice concerning all applicable employee rights and obligations under the FMLA.

## **ARTICLE 12 - UNION BUSINESS**

### **Section 1. General Rule**

As a general rule, Union business will not be conducted during working hours. Occasionally, it may be necessary to meet and confer during the work day over matters of mutual interest to the Employer and the Union. In those situations, the Union will request the Department Head's approval in advance for such a meeting. The Department Head will accommodate such a request if it does not interfere with the operation of the Department.

When an employee requests time off (including the use of vacation days) for Union business, the Department Head will consider granting such request provided it does not interfere with the operation of the Department. Such requests will not be unreasonably denied.

The Department Head will meet at reasonable times with the Union representatives over matter concerning wages, hours or working conditions. Union officers and representatives will have reasonable access to the Employer's premises for purposes of administering this Agreement, giving reasonable advance notice of such a request to the appropriate Employer representative. The Union shall take reasonable steps to avoid disruption of the Employer's operations.

The Employer shall allow reasonable sufficient space on existing bulletin boards for use of the Union. The items posted shall not be political, partisan or defamatory in nature.

### **Section 2. New Employee Materials**

Each newly hired bargaining unit employee shall receive orientation handouts authored by the Union at the same time all other County paperwork is complete. The Employer will notify the Union President when a new bargaining unit employee is hired. The Union will notify the payroll department when the Union President changes.

## **ARTICLE 13 - SENIORITY**

### **Section 1. Definition of Seniority**

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

## **Section 2. Seniority List**

The Employer shall prepare a list setting forth the present seniority dates for all employees covered by this Agreement and shall become effective on or after the date of execution of this Agreement. Such lists shall finally resolve all questions of seniority affecting employees covered under this Agreement or employed at the time the Agreement becomes effective. Disputes as to seniority listing shall be resolved through the grievance procedure.

## **Section 3. Termination of Seniority**

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

- (a) quits; or
- (b) is discharged for just cause; or
- (c) is laid off pursuant to the provisions of the applicable agreement for a period of twelve (12) months; or
- (d) accepts gainful employment while on an approved leave of absence; or
- (e) is absent for three consecutive scheduled work days without proper notification or authorization; or
- (f) is absent from work for any reason other than layoff in excess of twelve (12) months or his length of seniority, whichever is less.

## **Section 4.**

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

## **Section 5. Reductions in Force, Transfers and Promotion**

All decisions regarding reductions in force, recalls, transfers and promotions will be made by the Department Head.

When operationally feasible, the Employer will notify the union one (1) week prior to the intended effective date of a layoff.

## **Section 6. Vacancies**

Whenever a job vacancy within the bargaining unit occurs for which the County desires to hire a replacement employee, a notice of such vacancy shall be posted on County bulletin boards for ten (10) calendar days. The County reserves the right to use temporary employees to fill the posted position prior to filling the vacancy.

The Employer shall fill the vacancy by awarding the position to qualified employees in the following priority:

- a) The most qualified senior bargaining unit applicant in the same office or department in which the vacant position occurs;
- b) The most qualified senior bargaining unit applicant.

However, the Employer may fill a vacancy with a less senior employee within any of the above priorities if the skill, abilities and qualifications of the less senior employee are relatively equal to those of the most senior employee.

A non-bargaining unit individual will not be awarded a bargaining unit position unless there are no qualified bargaining unit applicants. The parties recognize that there can be legitimate disputes as to the relative qualifications of employees. For that reason, claims that this provision has been violated are subject to the grievance procedure.

## **Section 7. Probationary Status**

New employees hired after the date of this Agreement shall serve a probationary period of three (3) months continuous service. Upon completion of the probationary period their seniority shall relate back to the date of hire. During the probationary period, the new hire shall not have recourse to the grievance procedure for discharge.

## **Section 8. Information Provided to Union**

The Employer shall notify the Union in writing of new hires and terminations involving bargaining unit employees. In addition, the Employer shall furnish the Union every six (6) months the current seniority roster.

## **ARTICLE 14 - DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE**

### **Section 1. Definition of a Grievance**

A grievance is defined as a claim by a member of the bargaining unit or the Union that the Employer has violated the terms of this Agreement. This grievance procedure is subject to and shall not conflict with any provisions of the Illinois Public Labor Relations Act.

### **Section 2. Dispute Resolution**

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

The employee shall make his grievance to the Department Head within ten (10) working days of the occurrence, or when the employee should have reasonably become aware of the occurrence, but in no event more than thirty (30) days after the occurrence. The Department Head will notify the employee, in writing, of the decision within five working days following the day when the grievance was made. If the employee elects to enter into dispute resolution without the Union, the Union shall be notified and shall have the right to be present as a non-participant. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances.

### **Section 3. Representation**

Grievances may be processed beyond the step set forth above by the Union on behalf of an employee or by an individual employee on his own behalf. Either party may have the grievant present at any step of the grievance procedure, and the employee is entitled to Union representation at each and every step of the grievance procedure upon his request. However, grievance handling shall occur at such a time and be handled in such a fashion as not to disrupt the orderly operation of the Employer.

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

### **Section 4. Subject Matter**

Only one subject matter shall be covered in any one grievance. A grievance should contain a statement of the grievant's position, the Article, and Section of the Agreement allegedly violated, the date of the alleged violation, the relief sought, and the signature of the grieving employee(s) and the date.

## **Section 5. Time Limitation**

Grievances may be withdrawn at any step of the grievance procedure without precedent. Grievances not appealed within the designated time limits will be treated as withdrawn grievances.

The Employer's failure to respond in writing within the time limits shall not result in a finding in favor of the grievant, but shall automatically advance the grievance to the next step. Time limits may be extended by mutual agreement in writing.

## **Section 6. Grievance Processing**

No employee or Union representative shall leave his work assignment to investigate, file or process grievances. Employees will not be paid for handling grievances nor will bargaining unit members process grievances while on duty. In the event of a grievance, the employee shall always perform his assigned work task and grieve his complaint later, unless the employee reasonably believes that the assignment endangers his safety.

## **Section 7. Steps in Procedure**

Dispute arising under this Agreement shall be resolved as follows:

*Step 1* If no agreement is reached between the employee and the supervisor, as provided for in Section 2 Dispute Resolution, the Union shall prepare a written grievance on a form mutually agreed to and present it to the Department Head no later than ten (10) working days after the employee was notified of the decision by the Department Head.

Within five (5) working says after the grievance has been submitted, the Department Head shall meet with the grievant and the Union representative to discuss the grievance and make a good faith attempt to resolve the grievance.

The Department Head shall respond in writing to the grievant and Union representative within five (5) working days following the meeting.

*Step 2* If the dispute is not settled at Step 1, the matter may be submitted to the County Offices Committee by the employee or the Union within ten (10) working days after the Department Head's written decision or the expiration of the five (5) day period if the Department Head fails to render a written decision. The Committee shall meet with the Union, and shall render a decision, within sixty (60) days following the date the grievance was submitted to it.

Step 3      **Arbitration:** If the matter is not adjusted in Step 2, or no answer is given within the time specified, the Union, by written notice to the Employer within fourteen (14) days after the Step 2 answer, or after such answer was due, as the case may be, may appeal the grievance(s) to Arbitration.

If the grievance(s) is appealed to arbitration, representatives of the Union shall contact the Employer to attempt to select an arbitrator. If the parties are unable to agree on an arbitrator within fourteen (14) days, of the date the grievance is appealed, either party may, within 28 days of the date the grievance was appealed, request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. Once the list is received, the parties shall select an arbitrator within ten (10) days. The parties shall alternately strike the names of three (3) arbitrators, taking turns as to the first strike. The person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the rights to reject one (1) panel of arbitrators. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union, requesting that he/she set a time and place for the hearing, subject to the availability of the Employer and Union representatives and shall be notified of the issue where mutually agreed by the parties. The arbitrator shall neither amend, modify, ignore, add or subtract from the provisions of this Agreement.

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

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

### **Section 8. Advanced Grievance Step Filed**

Certain issues which by nature are not capable of being settled at a preliminary step of the Grievance Procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may, by mutual agreement, be filed at an advance step where the action giving rise to the grievance was initiated.

### **Section 9. Pertinent Witnesses and Information**

The parties recognize their rights and obligations with respect to the providing of information relevant to grievance processing, as required by the Illinois Public Labor Relations Act.

## **ARTICLE 15 - DISCIPLINE AND DISCHARGE**

No employee covered by this Agreement shall be suspended, relieved from duty, disciplined in any manner or separated without just cause. The Employer recognizes the value of progressive discipline in appropriate situations, but reserves the right to impose discipline at any level depending upon the facts, circumstances and severity of each instance. Disciplinary actions may include oral warnings, written warnings, suspensions or termination. All disciplinary actions shall be subject to the grievance provisions of this contract.

An employee shall be entitled to the presence of a Union representative at any investigatory interview if he or she requests one and if the employee has reasonable grounds to believe that the interview may be used to support disciplinary action against him/her.

A copy of any disciplinary action will be promptly provided to the Union.

## **ARTICLE 16 - NO STRIKE/NO LOCKOUT**

During the term of this Agreement, employees will not engage in, sanction, or support any strike, slowdown, sympathy strike, or mass resignation. Employees who do so will be subject to immediate termination. The Employer agrees there shall be no lockout of employees during the term of this Agreement.

## **ARTICLE 17 - SAFETY ISSUES**

### **Section 1. Working Environment**

The Employer will maintain a safe working environment. Employees will not create unsafe conditions. Employees will bring unsafe working conditions to the Employers immediate attention. The Employer will respond appropriately to investigate and correct unsafe working conditions which are brought to its attention.

### **Section 2. Highway Department**

Highway Department employees will not be required to work more than 16 hours in any 24 hour period, beginning from the time the employee begins work, and effective upon signing, will be entitled to at least eight (8) consecutive hours of unscheduled time.



**Section 3. Drug and Alcohol Policy**

The terms of the “Drug and Alcohol Use/Abuse Policy”, attached hereto as Attachment A, are incorporated as part of this Agreement.

**ARTICLE 18 - MISCELLANEOUS**

**Section 1. Conferences and Travel**

The County will apply County Policy Section 610 “Business Travel Expenses” as it may exist from time to time. The County will provide the Union with 10 working days advance notice of any changes to the Policy before they are implemented.

**Section 2. Uniforms**

The current practice regarding uniforms will continue in those Departments where uniforms are supplied.

**Section 3. Break Room**

The County will make a room available in the Courthouse for use as a break room for all County employees.

**Section 4. Drug and Alcohol Testing**

Effective upon signing, Employees will be subject to drug and alcohol testing as set forth in Attachment A to this Agreement.

**ARTICLE 19 - PERSONNEL FILES**

**Section 1. Employee Review**

Employees and/or their Union representatives if authorized by the employee shall have the right, upon request, to review the contents of their personnel file(s) on nonworking time no more than once a month unless a document is a subject of a pending grievance. The Employer reserves the right to claim an exception as defined in the Illinois Personnel Record Review Act (820 ILCS 40/10).

## **Section 2. Employee Notification**

A copy of any disciplinary document or material related to employee performance which is placed in the personnel file shall be given to the employee (the employee so noting receipt).

## **Section 3. Construction of This Article**

This Article shall not be construed to diminish in any way the rights of the employees under existing laws.

## **ARTICLE 20 - EVALUATIONS**

In the event that employees are evaluated, the evaluations shall be fair and accurate. The evaluations shall be limited to factors relating to the employee's work performance.

Evaluations shall be prepared by the employee's supervisor who is outside the bargaining unit and who either has first-hand knowledge of the employee's work or has discussed and received recommendations from someone who does. The evaluation shall be discussed with the employee, and the employee shall be given a copy immediately after completion and shall sign the evaluation as recognition of having read it. An evaluation shall not be subsequently altered without notice and review by the employee. An employee shall be entitled to submit written comments regarding his or her evaluation and such written comments shall be attached to the evaluation in the employee's personnel file.

## **ARTICLE 21 - SAVINGS CLAUSE**

Should any Article, Section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, or by any Executive Order in the state or federal level, such decision of the court shall apply only to the specific Article, Section, or portion thereof directly specified in the decision. Upon the issuance of such a decision, the parties agree immediately to negotiate with respect to a substitute provision for the invalidated Article, Section, or portion thereof.

## ARTICLE 22 - INSURANCE & WAGES

### Section 1. Group Health

The parties agree to participate in the Woodford County Health Care. Any changes to the Group Health Insurance as set forth in this Article will be accomplished as described in the Agreement for Woodford County Health Care Committee. (See attached Agreement.) Bargaining unit representatives will be permitted release time to attend such meetings.

### Section 2. Life Insurance

The Employer agrees to maintain term life insurance, made available for eligible employees, pursuant to the following breakdown: \$40,000 until age 60; \$26,000 ages 60-69; and \$20,000 age 70+.

Employees who elect such insurance will be required to pay one-half the premium cost.

### Section 3. Wages

#### A. Highway Department Non-Clerical Employees

Effective and retroactive to December 1, 2016 there shall be a 2% increase to the current hourly wage to the County Highway Department (non-clerical) employees.

Effective December 1, 2017 there shall be a 2% increase to the hourly wage to the County Highway Department (non-clerical) employees.

#### B. Other Bargaining Unit Employees

Effective	12/1/2016	12/1/2017
	2.00%	2.00%
New Hire to 1 year	\$13.72	\$13.99
One Year of employment	\$14.19	\$14.47
Three Year of Employment	\$14.76	\$15.05
Five Years of Employment	\$15.32	\$15.63
Ten Years of Employment	\$15.91	\$16.23
15 Years of Employment	\$16.46	\$16.79
20 Years of Employment	\$17.02	\$17.36
25 Years of Employment	\$17.62	\$17.97

Step increases will occur on the Employee's anniversary date.

**C. Highway Department**

Bargaining unit employees hired after ratification and County Board approval will be assigned a wage rate in accordance with the wage progression schedule exhibited in Article 22, Section 3,B; except that new hires in the positions of Highway Department Senior Maintenance Foreman, Engineer Technician, Mechanic, and Maintenance Workers will receive 85% of the wage rate of the lowest paid employee in that classification, and 100% three months thereafter.

**D. Office Technician\Bookkeeper and Map Technician Titles**

The Office Technician\Bookkeeper position hourly wage is \$17.34 and the Map Technician hourly wage is \$15.81. Bargaining unit employees hired in these titles after ratification and County Board approval will start at the said rate and follow the wage progression schedule exhibited in Article 22, Section 3,B; except that new hires in the positions of Office Technician\Bookkeeper and Map Technician will receive 85% of the wage rate of the lowest paid employee in that classification, and 100% three months thereafter.

**E. Regular Part-time Employees**

All regular part-time employee wages will increase at the same percentage as other bargaining unit members. Newly hired regular part-time employees will receive the same wage rate as current regular part-time employees.

**TERMINATION:**

This Agreement shall be effective as of the 1st day of December 2016 and shall remain in full force and effect until the 30th day of November 2018. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing, not less than ninety (90) days prior to the anniversary date that it desires to modify this Agreement.

In Witness thereof, the parties hereto have set their hands, this 16<sup>th</sup> day of May 2017.



FOR THE UNION:

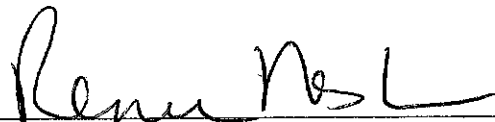
FOR THE EMPLOYER:

AFSCME Council 31

County Board Chairman

  
Local 2908 President

  
  
On behalf of Woodford County, Woodford County Clerk, Woodford County Treasurer, & Woodford County Supervisor of Assessments

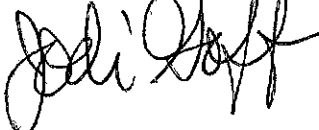
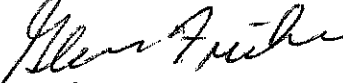

  
AFSCME Council 31  
AFL-CIO, on behalf of  
AFSCME Local 2908

5/8/17  
Date

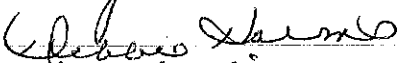
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Date

Local 2908 Committee

Woodford County Sheriff

  
  
  
Shannon Durr  
Dee Underwood

5/24/17   
Date

Melissa Andrews 5/24/17  
Mary Bell 5-24-17  
  
Linda feeding 5-24-17  
Lindell Loy 05/25/17