

AGREEMENT

BETWEEN

COUNTY OF SHELBY, A BODY POLITIC,

**SHELBY COUNTY BOARD OF HEALTH AND THE
COUNTY CLERK-RECORDER,
SUPERVISOR OF ASSESSMENTS, CIRCUIT CLERK
AND TREASURER-COLLECTOR OF SHELBY COUNTY
CO-EMPLOYERS**

AND

**AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES UNION, COUNCIL 31, AFL-CIO
ON BEHALF OF AND WITH
LOCAL 3323**

FOR

CERTIFIED JOB CLASSIFICATIONS IN THE

**HEALTH DEPARTMENT, HIGHWAY DEPARTMENT
AND THE OFFICES OF COUNTY CLERK-RECORDER, SUPERVISOR
OF ASSESSMENTS, CIRCUIT CLERK AND
TREASURER-COLLECTOR**

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Jessie Toy
SHELBY COUNTY CLERK

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PREAMBLE

This Agreement, entered into by the County of Shelby, a body politic, Shelby County Board of Health, Circuit Clerk of Shelby County, Treasurer-Collector of Shelby County, County Clerk-Recorder of Shelby County and Supervisor of Assessments of Shelby County, joint public employers within the meaning of Sections 3(n) and 20(b) of the Illinois Public Labor Relations Act, hereinafter referred to as the Employer, and American Federation of State, County and Municipal Employees, Council 31, AFL-CIO, on behalf of Local 3323, referred to as the Union, after collective bargaining as required by P.A. 83-1012, has as its purposes: 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 I RECOGNITION

Section 1. Unit Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all employees in the bargaining units as described below. Such recognition is pursuant to certification by the State Labor Relations Board, and shall include all employees in such units, except those excluded pursuant to P.A. 83-1012 and such certification. Where a new classification is instituted, the work of which falls within the scope of the unit, the Employer agrees to jointly petition the State Labor Board to seek the necessary unit clarification.

Section 2. Job Titles

See Appendix A.

Section 3. New Classifications

If the inclusion of a new position classification is agreed to by the parties or found appropriate by the Labor Board, the parties shall negotiate as to the proper pay grade for the classification. If no agreement is reached within thirty (30) calendar days from the date its inclusion was determined, the Union may appeal the proposed pay grade to the 3rd step of the grievance procedure.

The arbitrator shall determine the reasonableness of the proposed salary grade in relationship to:

- a) The job content and responsibilities attached thereto in comparison with the job content and responsibilities of other position classifications in the Employer's work force;
- b) Like positions with similar job content and responsibilities within the public labor market generally;
- c) Significant differences in working conditions to comparable position classifications.

The pay grade originally assigned by the Employer shall remain in effect pending the arbitrator's decision.

If the decision of the arbitrator is to increase the pay grade of the position classification, such rate change shall be applied retroactively to the date of its installation.

Upon installation of the new position classification, the filling of such position classification shall be in accordance with other procedures set forth in this Agreement.

Section 4. Supervisors

Supervisors may continue to perform bargaining unit work which is incidental to their jobs. Supervisors may also perform bargaining unit work in emergency situations. Such work by supervisors shall not cause any layoffs or reduction of hours of bargaining unit employees.

ARTICLE II
MANAGEMENT RIGHTS

The Co-Employers possess the sole right to operate their elected offices and the County and all management rights repose in them. Except as specifically amended, changed or modified by the Agreement, and subject to the terms of this Agreement, these rights include, but are not limited to, the following:

- a) To direct all operations of the County;
- b) To establish reasonable work rules and schedules of work;
- c) To hire, promote, transfer, schedule and assign employees in positions and to create, combine, modify and eliminate positions within the County;
- d) To suspend, discharge and take other disciplinary action against employees;
- e) To layoff employees;
- f) To maintain efficiency of County operations;
- g) To take whatever action is necessary to comply with State or Federal law;
- h) To introduce new or improved methods or facilities;
- i) To change existing methods or facilities;
- j) To determine the kinds and amounts of services to be performed as pertains to County operations; and the number and kind of classifications to perform such services;
- k) To contract out for goods or services;
- l) To determine the methods, means and personnel by which County operations are to be conducted;
- m) To take whatever action is necessary to carry out the functions of the County in situations of emergency.

ARTICLE III
SUBCONTRACTING

Section 1. General Policy

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

Section 2. Notice and Discussion

The Employer agrees not to subcontract work where it would result in the layoff of bargaining unit employees without first giving the Union notice and affording the Union the opportunity to bargain concerning such change. The Employer further agrees that it will not subcontract for the purpose of avoiding the terms and conditions of this Agreement.

ARTICLE IV
UNION RIGHTS

Section 1. Union Activity During Working Hours

Employees shall, after giving appropriate notice to their supervisor, be allowed reasonable time off with pay during working hours to process grievances or attend grievance hearings, labor/management meetings, meetings covering modification of supplemental agreements arising during the term of the Agreement, committee meetings and activities if such committees have been established by this Agreement, or meetings called or agreed to by the Employer, if such employees are entitled or required to attend such meetings by virtue of being Union representatives, stewards, witnesses, or grievants, and if such attendance does not interfere with the Employer's operations.

Section 2. Access to Premises by Union Representatives

The Employer agrees that Local representatives, officers, and not more than two (2) AFSCME staff representatives at one time shall have reasonable access to the premises of the Employer, giving notice upon arrival to the appropriate Employer representative. Such visitations shall be for the reason of the administration of this Agreement. By mutual arrangement with the Employer in emergency situations, Union staff representatives or Local Union representatives may call a meeting during work hours to prevent, resolve or clarify a problem of such magnitude that a work stoppage is likely.

Section 3. Time Off For Union Activities

Local Union representatives shall be allowed time off without pay for legitimate Union business such as Union meetings, State or area wide Union committee meetings, State or International conventions, provided such representatives shall give reasonable notice to his/her supervisor of such absence and shall be allowed such time off if it does not interfere with the operating needs of the Employer. Such time off shall not be detrimental in any way to the employee's record.

Section 4. Union Bulletin Boards

The Employer shall provide bulletin boards or space thereon at each work location. A portion of the boards shall be for the sole and exclusive use of the Union. The items posted shall not be political, partisan or defamatory in nature.

Section 5. Information to Union

In compliance with Public Act 101-0620, once a month and also within ten (10) calendar days of a new hire, the Employer will provide to the Union, in an Excel file or other mutually agreed upon editable digital file format, the employee's name, job title, worksite location/department, seniority date, home address, work telephone numbers, identification number if available, and any home and personal cellular telephone numbers on file with the Employer, date of hire, work email address, and any personal email address on file with the Employer.

Section 6. Union Orientation

By mutual arrangement regarding time and place with the Employer, the Union shall be allowed to orient, educate and update each employee for up to one (1) hour during the term of the Contract for the purpose of informing employees of their rights and obligations under this Collective Bargaining Agreement, and without loss of pay for the employees involved. Such attendance by employees shall be on a voluntary basis. New hires shall be included in such orientation during the first week of their orientation or training.

The Employer shall inform the Union of all such hirings and the Union shall inform the Employer of the Union representative who will carry out the Union orientation.

Section 7. Union Meetings on Premises

The Employer agrees to make available conference and meeting rooms for Union meetings required under this Article upon prior notification by the designated Union representative, unless to do so would interfere with the operating needs of the Employer, or cause additional cost or undue inconvenience to the Employer.

Section 8. Rate of Pay

Any time off with pay provided for under this Article shall be at the employee's regular rate of pay as though the employee were working.

Section 9. Privacy

The Employer shall not provide information that is exempt from disclosure under the Freedom of Information Act (5 ILCS 140/7) and pertains to bargaining unit employees, to the Union, or to matters related to collective bargaining, to an entity that is not a party to this Agreement. Union Representation shall be notified of any public disclosure request for information pertaining to bargaining unit employees. The Union shall also be provided a copy of the public disclosure request.

ARTICLE V
NO STRIKES/NO LOCKOUTS

Section 1. Strike/Lockout Prohibited

Neither the Union nor any of its officers, agents or County employees will instigate, promote, encourage, sponsor, engage in or condone any strike, slowdown, concerted work stoppage or concerted interruption of work during the term of this Agreement. The County shall not lock out employees during the term of this Agreement.

Section 2. Union Action

Upon notification by the County to the Union that certain of its members are engaged in violation of this provision, the Union shall immediately order them to return to work. In the event that a strike or other violation not authorized by the Union occurs, the Union agrees to take all reasonable, effective and affirmative action to secure the members' return to work as promptly as possible.

Section 3. Penalties

Any or all of the employees who violated any of the provisions of this Section may be discharged or disciplined by the Employer. In any arbitration proceeding involving breach of this provision, the sole question for the arbitrator to determine is whether the employee or Employer engaged in the activity prohibited by this Article. In addition to penalties provided herein, the Employer may enforce any other legal rights and remedies to which by law it is entitled.

ARTICLE VI
NON-DISCRIMINATION

Section 1. Prohibition Against Discrimination

Both the Employer and the Union agree not to discriminate against any employee on the basis of race, sex, creed, religion, color, marital or parental status, age, national origin, political affiliation and/or beliefs, mental and/or physical handicap, sexual orientation, or other non-merit factors except as may be required by state or federal law.

Section 2. Union Membership or Activity

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

Section 3. Equal Employment/Affirmative Action

The parties recognize the Employer's obligation to comply with federal and state Equal Employment and Affirmative Action Laws.

ARTICLE VII
UNION SECURITY

This Article intentionally left blank.

ARTICLE VIII
CHECKOFF

Section 1. Deductions

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 notification by the Union, such authorized deductions shall be made in accordance with law and shall be remitted semi-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 fifteen (15) days prior to its effective date.

Authorized deductions shall be irrevocable except in accordance with the terms under which an employee voluntarily authorized said deductions. Any employee wishing to revoke their deductions shall be directed to the Union.

Section 2. Indemnification

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

ARTICLE IX
HOURS OF WORK

Section 1. General Provisions

- a) The Hours of Work for respective employees and starting and quitting times are set forth below:
 - (1) Forty (40) hour per week employees:

Highway Department laborers start at 7:00 A.M. and quit at 3:30 P.M., Monday through Friday, with a thirty (30) minute unpaid lunch period.
 - (2) Thirty-five (35) hour per week employees:

- a) Employees of the Circuit Clerk, County Clerk/Recorder, Treasurer/Collector, Supervisor of Assessments, and Health Department start at 8:00 A.M. and quit at 4:00 P.M., Monday through Friday, with a one (1) hour unpaid lunch.
 - b) The Highway Secretary will start at 7:00 A.M. and quit at 3:00 P.M., Monday through Friday, with a one (1) hour unpaid lunch period.
 - c) The Animal Control Warden will start at 8:00 A.M. and quit at 12:00 P.M., Monday through Friday, and evenings and weekends as needs arise.
- (3) Less than thirty-five (35) hour per week employees:
The Deputy Administrator starts at 8:00 A.M. and quit at Noon, Monday through Friday.
- (4) The parties acknowledge that the Chief Judge has authority to change the hours of the Circuit Clerk at any time subject to the provisions of Article IX, Section 3.
- b) The normal work week shall consist of five (5) consecutive workdays followed by two (2) consecutive days off.
 - c) Definitions: The "work week" is defined as the 168 hours commencing at 12:00 A.M. Sunday and running through 11:59 P.M. the following Saturday. "Time worked" is defined as all time considered work time under the Fair Labor Standards Act.
 - d) Overtime Payment: Employees working in excess of their normal work week in accordance with Section 1(a) above shall be paid at the rate of one and one-half times the employee's regular hourly rate.
 - e) Time Off: Time off for any holidays or accumulated holidays, vacations, personal days and/or sick days shall be counted as time worked for overtime computation.

Section 2. Breaks

- a) There shall be a minimum of two (2) rest periods not to exceed fifteen (15) minutes each during each regular workday, with one rest period near mid-morning and one rest period in mid-afternoon. The Employer need not formally schedule the rest period nor provide an area for rest.
- b) Meal Periods: Work schedules shall provide for the workday to be broken at approximately mid-point by an uninterrupted meal period of not less than thirty (30) minutes and no more than one (1) hour. Employees shall have the right to leave the work site during such periods.

Section 3. Scheduling Practices

Except for emergency situations, or as otherwise provided in this Agreement, changes in scheduling, including starting and quitting times, days off and shifts, shall not be made by the Employer without reasonable prior notification to and negotiation with the Union. Changes in scheduling practices shall not be made to avoid the payment of overtime.

Section 4. Overtime Procedure

- a) Overtime shall be distributed as equally as possible among the employees who normally perform the work within the bargaining unit. It shall be distributed on a rotating basis among such employees in accordance with seniority, the most senior employee having the least number of overtime hours being given first opportunity. This procedure shall not apply to extreme emergency situations in the Highway Department which require immediate response, it being understood that predictable weather conditions, such as heavy snows, do not constitute an emergency situation for purposes of distributing overtime.
- b) If all employees available to work the overtime hours decline the opportunity, the Employer shall assign the overtime in reverse seniority order; the least senior employee who has not been previously directed by the Employer to work overtime shall be directed to work the hours until all employees have been required to work at which time the process shall repeat itself.
- c) For the purpose of equalizing the distribution of overtime, an employee who is offered but declines an overtime assignment shall be deemed to have worked the hours assigned.
- d) The Union, on request, shall be given a list of the overtime hours worked, the employees offered overtime, the employees directed to work overtime, the employees who worked overtime and the number of hours each employee so worked.

Section 5. Call Back Pay

Any employee called back to work outside of his/her regularly scheduled shift or on his/her scheduled days off shall be paid a minimum of two (2) hours pay at the rate of time and one-half the regular rate. If the employee has been called back to take care of an emergency, the Employer shall not require the employee to work for the entire two (2) hour period by assigning the employee non-essential work.

Section 6. Standby Pay

An employee is only entitled to standby pay if he/she is required by the Employer to be on standby, i.e. if the employee is required to remain at home or a fixed place and is not free to engage in his/her own pursuits. An employee entitled to standby pay shall receive four (4) hours pay at the applicable rate for each day or portion thereof whether required to work or not. Provided, however, such employee shall not receive standby pay if he/she was not available upon call by the Employer during such standby time.

Section 7. Compensatory Time

- a) In those bargaining units where the regular work week is less than forty (40) hours per week, the Employer may elect to pay the employee for overtime hours worked only for the first five (5) overtime hours worked in each work week, by giving compensatory time off at the rate of one and one-half (1-1/2) hours compensatory time for each such overtime hour worked.
- b) No employee may accumulate more than forty (40) hours compensatory time.
- c) All overtime hours for employees whose work week is forty (40) hours and all overtime hours not covered by (a) and (b) shall be paid at the rate of one and one-half times the employees regular rate of pay.
- d) Scheduling of taking compensatory time off shall be by mutual agreement.

- e) An employee shall have the option of cashing in all, or part, of his/her accumulated compensatory time at his/her current rate of pay at the close of each fiscal year with payment to be made within thirty (30) days thereafter. Upon retirement, all accumulated compensatory time shall be paid at his/her current rate of pay within sixty (60) days after the date of retirement.

ARTICLE X **SENIORITY**

Section 1. Definition

For the purposes of this Agreement, the following definition applies:

"Seniority" means uninterrupted employment with the Employer beginning with the latest date of hiring with the Employer and shall include periods of employment outside the bargaining unit, but with the Employer, layoffs for two (2) years or less and other periods of absence authorized by and consistent with this Agreement.

Section 2. Loss of Seniority

An employee shall lose seniority and no longer be an employee if the employee:

- 1) Resigns or quits;
- 2) Is discharged (unless reversed through the Grievance or Arbitration Procedure);
- 3) Retires;
- 4) Has been on layoff for a period of more than two (2) years;
- 5) Does not return to work from layoff within fourteen (14) calendar days after being notified to return except when the failure to return to work is due to circumstances beyond the control of the employee and the Employer has been so notified; or
- 6) Is absent from work ten (10) consecutive work days without notifying the Employer, except when the failure to notify and work is due to circumstances beyond the control of the employee. After such absence, the Employer shall send written notification to the employee at the employee's last known address that seniority is lost and employment has been terminated. In addition, the Union shall be notified in writing of that fact.

Section 3. Reinstatement

If an employee resigns or quits, and subsequently is rehired by the Employer within twelve (12) months of the termination of their previous employment, their original seniority date will be restored upon completion of three (3) consecutive years of employment, excluding time on leave of absence.

Section 4. Conflicts in Scheduling

In the event of conflict among the employees in a bargaining unit requesting vacation or other leave, the most senior employee shall be preferred.

ARTICLE XI
PROBATIONARY AND NON FULL-TIME EMPLOYEES

Section 1. Probationary Employees

- a) An employee is a "probationary employee" for his/her first ninety (90) days of employment.
- b) A temporary employee who becomes an employee in the same department in which he/she was performing substantially the same duties or performing as a temporary employee for any continuous period immediately preceding the date he/she became an employee, will have that continuous period counted towards completion of his/her probationary period.
- c) Entry level wages for new hires and for the ninety (90) day term of probation shall be one-hundred percent (100%) of the rate for the position involved.
- d) Probationary employees shall be entitled to insurance benefits under Article XXIII of this Agreement.
- e) No matter concerning the termination of a probationary employee shall be subject to the grievance and arbitration procedures. At the request of the Union, however, the Employer through a designated representative, shall discuss the termination of the probationary employee with the Union, provided the request is made within seventy-two (72) hours following the termination.
- f) A probationary employee shall have no seniority, except as otherwise provided in this Agreement, until he/she has completed his/her probationary period. Upon the completion of his/her probationary period, he/she will acquire seniority from his/her date of hire. An employee who has a continuous period of temporary employment counted towards completion of his/her probationary period will acquire seniority from the date he/she began his/her continuous period of temporary employment.

Section 2. Non-Full-Time Employees

- a) Only employees who have worked for one (1) year more than twenty (20) hours per week, on an annualized basis, are entitled to benefits under this Agreement for vacation, holidays and sick leave only, based upon the number of hours worked in relation to a full-time employee in the particular bargaining unit.
- b) All employees described in Sub-section (a) are also entitled to insurance benefits under Article XXIII of this Agreement on a pro-rated basis.

ARTICLE XII
TRANSFER TRIAL PERIOD

Employees who are transferred under this Section from another classification shall serve a thirty (30) day transfer trial period following selection. During this transfer trial period, the employee shall receive the salary rate for the new classification. The employee may, at his/her request, return to his/her former classification at any time during such transfer trial period without loss of seniority. The employee may also be involuntarily returned to his/her former classification at any time during the transfer trial period without loss of seniority and without recourse to the grievance procedure, if the Employer determines that his/her performance is unsatisfactory.

ARTICLE XIII
LAYOFF AND RECALL

Section 1. Procedure for Layoff

- 1) When employees are removed from a classification in an office or department for the purpose of reducing the work force in that classification within that office or department, the employee with the least seniority in the affected classification shall be removed first.
- 2) A removed employee shall be transferred, conditioned upon qualifications and ability to learn and perform the work available, within a reasonable period, in the following order or priority:
 - a) To a vacancy, if any, in another classification within the office or department;
 - b) To replace an employee with less seniority, if any, in another classification within the office or department, expressly provided that the removed employee be at that time qualified and able to perform the work of the junior employee.
- 3) The procedure set forth in 2 above shall be applied for an employee who is replaced as a result of the application of the above procedure until he/she is transferred or laid off.
- 4) In applying the procedures set forth in 2 and 3 above, a removed or replaced full-time employee shall be transferred to another full-time position. A removed or replaced part-time employee shall be transferred to either a full-time or part-time position.
- 5) In applying the above procedures, full-time probationary employees shall be removed from the affected classification or replaced, as the case may be, prior to removing or replacing full-time, non-probationary employees, and part-time probationary employees shall be removed or replaced prior to removing or replacing part-time, non-probationary employees.
- 6) In the event that a temporary employee is employed in an office or department, an employee, including a probationary employee unless he/she is terminated, who is to be removed from the department shall have the option of replacing the temporary employee, conditioned upon ability to learn the job within a reasonable period. An employee exercising this option does not become a temporary employee.

Section 2. Procedure For Recall

An employee with seniority who has been laid off or transferred as a result of a layoff shall be recalled to work within the same office or department, conditioned upon ability to perform the work available, in accordance with the reverse application of the procedure for layoff. Recall rights shall continue for two (2) years after an employee has been laid off.

Section 3. Notice

The Employer shall notify the Union forty-five (45) days prior to the intended effective date of a planned layoff of permanent personnel. The Employer and the Union will discuss alternatives to the layoff if put forth by the Union and will negotiate over the impact of the layoff if alternatives are not accepted.

Any employee to be laid off will be notified fourteen (14) calendar days prior to the effective date. Examples of alternatives to layoff include, but are not limited to: voluntary layoff by a senior employee, voluntary reduction of the work week, etc.

Section 4. Recall of Laid Off Employees

No new employees at all shall be hired until all employees on layoff, in that particular office or department, desiring to return to work, shall have been given the opportunity to return to work, subject to ability to perform the job.

ARTICLE XIV
VACATIONS

Section 1. Eligibility

Employees shall be eligible for vacation time only after completion of one (1) year service. Thereafter an employee's service date shall be the anniversary date of his/her hire.

Section 2. Allowance and Use

Vacation time is earned annually according to the following schedule:

- At one (1) yearFive (5) working days
- At two (2) years Ten (10) working days
- At five (5) years.....Fifteen (15) working days
- At ten (10) years Twenty (20) working days

Employees currently being allotted their vacation days on January 1 will receive vacation on January 1, 2022. That vacation time shall be available to use until 6 months after their 2023 anniversary date. If an employee is laid off, discharged, retired, or separated from the service of the Employer for any reason before earning back any advanced vacation, the Employer shall withhold the value of the unearned advanced vacation from the final paycheck.

Beginning January 1, 2023 all employees will earn vacation on their anniversary date. This time will be used in accordance with Section 5 of this article.

Vacation time shall be taken in not less than one-half (1/2) hour increments. Vacation days may not be accumulated from year to year.

Section 3. Vacation Pay

The rate of vacation pay shall be the employee's regular base salary (for example, half-time employees receive the regular half-day base pay for each vacation day taken).

Section 4. Scheduling

Subject to the Employer's operating needs and performance of bargaining unit work, vacations shall be scheduled as requested by the employee with due consideration for seniority. Vacation shall be taken in the service year it is credited and is lost if not taken, except as provided in Section 5 below.

Section 5. Payment in Lieu of Vacation

If because of operating needs or the performance of bargaining unit work, the Employer is unable to schedule the employee's vacation in the service year it is earned, such vacation time shall be paid to the employee at the same rate as the employee's regular base salary. By mutual agreement between the Employer and employee, the employee may in lieu of such payment take his/her vacation at an agreed time within six (6) months after the end of the employee's service year. If the Employer is still unable to schedule the employee's vacation, in such six-month period, such vacation time shall be paid to the employee at the same rate as the employee's regular base salary.

Section 6. Vacation Rights Upon Layoff or Separation

Any employee who is laid off, discharged, retired or separated from the service of the Employer for any reason, prior to taking earned vacation, shall be compensated in cash for the unused vacation the employee has accumulated at the time of separation. Payment shall be made within fifteen (15) days after separation of active employment.

**ARTICLE XV
HOLIDAYS**

Section 1. Holidays Recognized and Observed

The following days shall be recognized and observed as paid holidays:

- | | |
|------------------------|--|
| New Year's Day | Columbus Day |
| Martin Luther King Day | General Election (even-numbered years) |
| Lincoln's Birthday | Veterans Day |
| Washington's Birthday | Thanksgiving Day |
| Good Friday | Day after Thanksgiving |
| Memorial Day | Christmas Day |
| Juneteenth | Christmas Eve or Day After |
| July 4th | Christmas (when Christmas is on |
| Labor Day | Thursday |

Eligible employees shall receive their regular base pay for each of the holidays listed above as holiday pay regardless of whether they perform work or not. (For example, half-time employee receive their regular half-day pay for each holiday.)

Section 2. Eligibility Requirements

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

- a) The employee would have been scheduled to work on such day if it had not been observed as a paid holiday unless the employee is on a day off or vacation or sick leave; and
- b) The employee worked his/her last scheduled work day prior to the holiday and his/her next scheduled work day after the holiday unless he/she is absent for any reasonable purpose. Reasonable purpose shall include use of paid leave.

If a holiday is observed on an eligible employee's scheduled day off or while the employee is on vacation or sick leave, he/she shall be paid for such holiday.

Section 3. Holiday Work

If an employee works on any of the paid holidays described in Section 1 above, the employee shall be paid at the rate of time and one-half for all hours worked in addition to holiday pay.

Section 4. Advance Notice

Employees scheduled to work a holiday shall be given as much advance notice as practicable.

Section 5. Observance

Whenever a holiday falls on Saturday, it shall be observed on the preceding Friday. Whenever a holiday falls on a Sunday, it shall be observed on the following Monday.

**ARTICLE XVI
PERSONAL DAYS**

Section 1. Accrual and Use

- a) Each employee shall have three (3) personal days per year with pay to be credited on January 1. During the first year of employment and after completion of probation, an employee shall accrue personal days at the rate of one-half (½) day per month of service up to a maximum of three (3).
- b) Personal days shall be taken not less than one-half (½) hour at a time and the employee shall receive the employee's base salary for each personal day taken. Personal days may not be accumulated from year to year but must be taken or lost.
- c) Employees will receive 4 days on September 1, 2021. Employees will receive 0 days on January 1, 2022.
- d) Starting January 1, 2023 each January 1 thereafter employees shall receive 3 personal days.

Section 2. Scheduling

Days off shall be scheduled sufficiently in advance to be consistent with operating necessities and the convenience of the employee except for emergency situations of the employee which preclude such prior arrangements.

**ARTICLE XVII
SICK LEAVE**

Section 1. Policy

It is the policy of Shelby County to provide protection for its full-time employees against loss of income because of illness or injury. Full-time employees shall be eligible for sick leave only after completion of the ninety (90) day probation period.

Section 2. Accrual and Use

- a) All full-time employees who have completed probation shall accrue sick leave at the rate of twelve (12) days per year of employment which may be used at any time during such year. Sick leave shall accrue at the rate of one (1) day for each month of service. Employees may advance up to 11 additional sick days only to be used for authorized sick leave purposes. If an employee is laid off, discharged, retired, or separated from the service of the Employer for any reason before earning back any advanced sick leave, the Employer shall withhold the value of the unearned advanced sick leave from the final paycheck. Sick leave shall be used only for illness, disability or injury of the employee or for appointments with doctors, dentists or other licensed medical practitioner. The employee may also elect to use sick leave in the event of illness, disability or injury of a member of an employee's immediate family or household. For purposes of definition, the immediate family shall be husband, wife, mother, father, brother, sister, children or any relative or person actually living in the employee's household for whom the employee has custodial responsibility.
- b) Sick leave may be used in increments of not less than one-half (½) hour nor more than sixty (60) days per illness or injury.
- c) Sick leave may be accumulated up to two hundred forty (240) days; however, an employee may only use sixty (60) sick leave days for a single illness. An employee may file for IMRF disability and use sick days in addition to the sixty (60) day limit for a single illness while the employee is waiting for payment from IMRF.

Section 3. Procedures

- a) All foreseeable sick leave shall require reasonable advance notice to the Department Head. A Department Head may direct an employee who appears ill to leave work for the protection of the health of the other employees. Compliance with such an order will not be charged to sick leave for the first day and the employee shall be paid regular wages for such first day.
- b) An employee on sick leave for five (5) days, or more, may be required by the Department Head to provide a physician's, dentist's or other licensed medical practitioner's statement prior to returning to work. An employee on sick leave longer than ten (10) days shall notify the Department Head at least one (1) day in advance of the employee's desire to return to work.

Section 4. Service Connected Injury or Illness

- a) An employee who suffers an on-the-job injury or contracts a service connected illness, shall be granted an initial leave with full pay amounting to three working days without utilization of any accumulated sick leave or other benefits. In case of absence thereafter, such employee shall be permitted to use accumulated sick leave should the employee see fit to do so.
- b) In the event such on-the-job injury or service connected illness becomes the subject of an award of the Illinois Industrial Commission or is otherwise compensated for under applicable law, the employee shall remit immediately to the Employer the dollar equivalent which equals payment received as sick leave days and the employee's sick leave account shall be credited with the number of sick leave days for which the employee has reimbursed the Employer. An employee suffering an on-the-job injury or service connected illness shall not be required to use accumulated sick leave and may elect instead to apply for unpaid sick leave under the unpaid illness provisions of this Agreement.

Section 5. Abuse of Sick Leave

- a) Failure to return to work after recovery from illness or injury necessitating paid and/or unpaid sick leave will subject the employee to discipline under the provisions of this Agreement.
- b) An employee making a request for leave under this Article or who takes leave under this Article for any purpose other than permitted herein may be subject to discipline under the provisions of this Agreement, up to and including discharge.

Section 6. Retirement

No payment shall be made to employees, upon retirement or other termination of employment, for any accumulated, unused sick leave. This provision shall not affect an employee's rights under Illinois Municipal Retirement Fund.

**ARTICLE XVIII
LEAVES OF ABSENCE**

Section 1. Eligibility

Employees shall be eligible for leaves of absence after three (3) months service with the Employer.

Section 2. Application of Leave

Any request for a leave of absence shall be submitted in writing by the employee to his immediate supervisor. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires.

Authorization for leave of absence shall be furnished to the employee by his immediate supervisor, and it shall be in writing.

Any request for a leave of absence shall be answered promptly. Requests for emergency leaves (for example, family sickness, death, or catastrophic event) shall be granted without delay.

A request for a short leave of absence -- a leave not exceeding one (1) month -- shall be answered within five (5) days. A request for a leave of absence exceeding one (1) month shall be answered within ten (10) days.

When an employee returns from any leave of absence permitted by this Agreement, the Employer shall return the employee to the same or similar position in the same position classification in which the employee was incumbent prior to the commencement of such leave, seniority permitting. If the employee does not have the seniority, the layoff provisions of this Agreement shall apply.

Section 3. Paid Leaves

- a) **Bereavement Leave:** In the event of death in the family of an employee including spouse, parents, children, brother, sister, grandparents, grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, an employee shall be granted three (3) days leave of absence with full pay to make household adjustments, or to attend funeral services. An employee may use one (1) sick day to attend funeral of aunts or uncles, nieces and nephews. Other one (1) day requests may be granted by the Employer.

- b) Jury Duty: Leave will be granted to bargaining unit employees for time spent in petit jury and grand jury service. Evening and night shift employees will be granted leave of jury and grand jury service, even though such service occurs during the daytime, if reporting to work would impose an unreasonable hardship on the employees. Such employees shall sign a waiver of any compensation otherwise due them for serving on such jury.
- c) Civic Duty: Employees required to appear before a court or other public body by subpoena or other process on any matter not related to their work and in which they are not personally involved (as a plaintiff or defendant) may request a leave of absence to perform their civic duty and shall be granted a leave of absence with pay for the period necessary to fulfill their civic responsibilities.
- d) Military Leave: Any employee who is a member of a reserve force of the United States or of this State and who is ordered by the appropriate authorities to attend a training period or perform other duties under the supervision of the United States or this State shall be granted a leave of absence during the period of such activity. An employee who is a member of a reserve component of the armed services or the Illinois National Guard shall be granted annual training leave. The County shall pay the difference between the government allowance and the employee's base salary for no more than two (2) weeks per year. Military training leave shall be granted without the loss of other leave time.

Any bargaining unit employee mobilized to active duty shall continue in pay status and receive the amount of pay he/she would have received had the employee continued active employment, minus the amount of base pay for military service.

Such employees shall retain and accumulate seniority while in pay status.

An activated employee shall be entitled to all employer paid insurance benefits and to continue to purchase optional benefits available to active employees until the leave ends.

Accumulated time (e.g. vacation, holidays, personal and compensatory) may be utilized consistent with applicable collective bargaining provisions prior to an employee being mobilized to active duty. The Employer is encouraged to make every reasonable effort to accommodate an employee's wishes, and the parties shall work cooperatively to resolve any disputes in an expeditious fashion.

Any such accumulated time not utilized prior to an employee's mobilization to active duty may be used, at the employee's discretion, up to a maximum of 30 days, prior to his/her return to active employment; or may be used consistent with applicable collective bargaining provisions after his/her return. Any time not used shall be made available for use by employees upon return to active employment without loss of any accumulated time (including personal time) not used.

Sick time may be utilized consistent with the provisions of the Collective Bargaining Agreement. Any unused sick time shall remain on the books for use by the employee upon his/her completion of active duty.

Employees subject to this Section shall earn vacation and sick leave credits while on active duty at the same rate they would earn them if they had continued active employment.

An employee who has been stationed in the continental United States shall be entitled to one (1) week of pay and benefits upon completion of active duty. An employee whose primary assignment has been other than in the continental United States shall be entitled to two (2) weeks of pay and benefits upon completion of active duty.

An employee returning to work shall be entitled to his/her position in the same worksite, in the same assignment, on the same shift, and with the same days off if such work conditions remain available upon the employee's return, seniority permitting.

An employee who is disabled prior to his/her return to work shall be entitled to a position consistent with the provisions of the Uniformed Services Employment and Re-employment Rights Act.

An employee may, if he/she so desires, return to active work status immediately upon his/her deactivation or may wait for a period of up to 90 days after his/her deactivation subject to the Uniformed Services Employment and Re-employment Act.

Nothing in this Section shall be construed as to limit, negate or restrict any and all rights to which an employee is entitled under applicable state and federal laws and regulations or the Collective Bargaining Agreement.

Section 4. Unpaid Leaves

- a) General Leave: The Employer, in its discretion may grant leaves of absence, without pay, for up to one (1) year for good and sufficient purpose. Such request shall be subject to demonstrable operational needs of the Employer and ability to fill the position on a temporary basis. Such requests shall not be unreasonably denied by the Employer.

Good and sufficient purpose shall include, but is not limited to leaves so that the employee may:

- (i) Attend to family responsibilities for care of newborn children, disabled or incapacitated family members or to respond to temporary dislocation of the family due to disaster.
- (ii) Attend a recognized college, university, trade or technical school or high school, provided that the course of instruction is related to the employee's employment opportunities with the Employer and is of potential benefits to his/her service. Before receiving the leave, or an extension thereof, the employee shall submit to the Employer satisfactory evidence that the college, university, or other school has accepted him/her as a student and, on the expiration of each semester or other school term, shall submit proof of attendance during such term.

General leaves may be extended for good cause shown.

- b) Maternity Leave: Maternity is recognized as a disability by the parties and under the law. Maternity leave is an unpaid leave. A pregnant employee may continue in her employment as long as she is physically able to perform the duties of her position, without detriment to health, as confirmed by a physician's certificate at least six (6) weeks in advance of the expected date of delivery. The physician's certificate shall contain:

Approval of the continuation of employment;

The expected date of delivery; and

A recommended date for commencement of leave of absence for maternity reasons.

Disability due to pregnancy may be charged to accumulated sick leave under the same conditions applying to an illness. All days as determined by the attending physician that the employee be

absent from work for this temporary disability may be so chargeable as sick leave. Immediately upon return to work an employee shall furnish a statement from the attending physician that the employee is able to return to duty. Upon request of the employee, maternity leave shall be granted for eight (8) weeks following the date of delivery and shall be extended due to health reasons as determined by the attending physician.

- c) Illness or Disability Leave: Employees who have utilized all their accumulated sick leave days and are unable to report back to work because of the start of or continuance of their sickness or injury, shall, upon request, receive a disability leave. During said leave the disabled employee shall provide written verification by a person licensed under the Illinois Medical Practice Act. Such verification shall show the diagnosis, prognosis and expected duration of the disability; such verification shall be made no less often than every thirty (30) days during a period of disability unless the nature of the illness precludes the need for such frequency. Prior to requesting said leave, the employee shall inform the Employer in writing the nature of the disability and approximate length of time needed for leave. The written statement shall be provided by the attending physician. If the Employer has reason to believe the employee is able or unable to perform his/her regularly assigned duties and the employee's physician certifies he/she as being able or unable to report back to work, the Employer may rely upon the decision of an impartial physician as to the employee's ability to return to work. Such examination shall be paid for by the Employer. The Employer will not arbitrarily deny such leave request.

Section 5. Benefits During Leave

Neither holidays nor vacations shall be earned nor shall sick leave accrue during unpaid leaves of absence or while the employee is off work on a paid workers' compensation claim.

Section 6. Failure to Return From Leave

Failure to return from a leave of absence within one (1) working day after the expiration date thereof shall be cause for immediate discharge. The provisions contained herein shall not apply in cases where it was impossible for the employee to return and evidence of such is provided Employer within five (5) working days after the expiration of such leave of absence or as soon as practical.

Section 7. Prohibition Against Misuse

During any leave granted pursuant to the terms of this Agreement, regardless of being with or without pay, an employee may not be gainfully employed or independently self-employed without prior approval by the Employer. Such approval may not be unreasonably withheld. Violations of the provisions contained within this Agreement may subject the employee to discipline.

Section 8. Abuse of Leave

An employee making a request for leave of absence or who takes leave under this Article by supplying false information to the Department Head in order to justify the reasons for such leave may be subject to discipline, including immediate discharge.

ARTICLE XIX
DISCIPLINE AND DISCHARGE

Section 1. Definition

The Employer agrees with the tenets of progressive and corrective discipline. Disciplinary action or measures shall include only the following:

- a) Oral reprimand;
- b) Written reprimand;
- c) Suspension (notice to be given in writing); and
- d) Discharge (notice to be given in writing).

Disciplinary action may be imposed upon an employee only for just cause. Discipline shall be imposed as soon as possible after the Employer is aware of the event or action giving rise to the discipline and has a reasonable period of time to investigate the matter.

In any event, the actual date upon which discipline commences may not exceed forty-five (45) days after the completion of the pre-disciplinary meeting except by mutual agreement.

Section 2. Manner of Discipline

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

Section 3. Investigatory Interviews

Where the Employer desires to conduct an investigatory interview of an employee where the results of the interview might result in discipline, the Employer agrees to first inform the employee that he/she has a right to Union representation at such interview. If the employee desires such Union representation, no interview shall take place without the presence of a Union representative. The role of the Union representative is limited to assisting the employee, clarifying the facts and suggesting other employees who may have knowledge of the facts. If, and only if, an AFSCME staff representative is present at such investigatory interview, then the Employer may have present the State's Attorney of Shelby County.

Section 4. Pre-Disciplinary Meeting

For discipline other than oral reprimands, prior to notifying the employee of the contemplated measure of discipline to be imposed, the Employer shall notify the Local Union of the meeting and then shall meet with the employee involved and inform him/her of the reason for such contemplated disciplinary action including any names of witnesses and copies of pertinent documents. Employees shall be informed of their contract rights to Union representation and shall be entitled to such, if so requested by the employee, and the employee and Union representative shall be given the opportunity to rebut or clarify the reasons for such discipline and further provided that a Union representative shall be available within twenty-four (24) hours of notification. If the employee does not request Union representation, a Union representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings.

Section 5. Oral Reprimands

In cases of oral reprimands, the supervisor must inform the employee that he/she is receiving an oral reprimand. The employee shall also be given reasons for such discipline, including any names of witnesses and copies of pertinent documents.

Section 6. Notification and Measure of Disciplinary Action

In the event disciplinary action is taken against an employee, other than the issuance of an oral reprimand, the Employer shall promptly furnish the employee and the Union in writing with a clear and concise statement of the reasons therefore. The measure of discipline and the statement of the reasons may be modified, especially in cases involving suspension pending discharge, after the investigation of the total facts and circumstances. But once the measure of discipline is determined and imposed, the Employer shall not increase it for the particular act of misconduct which arose from the same facts and circumstances known to the Employer at the time of imposition of discipline.

Section 7. Discharge

The Employer shall not discharge any employee without just cause. If, in any case, the Employer feels there is just cause for discharge, the employee involved will be suspended pending discharge without pay for thirty (30) days. The employee and Union will be notified in writing that the employee has been suspended and is subject to discharge.

The Union shall have the right to take up the suspension and/or discharge as a grievance at the third step of the grievance procedure, and the matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary by either party. If no grievance has been filed within thirty (30) days, the discharge shall become final.

ARTICLE XX **GRIEVANCE PROCEDURE**

Section 1. Grievance

- a) A grievance is defined as any difference, complaint or dispute between the Employer and the Union or any employee regarding the application, meaning or interpretation of this Agreement.
- b) Grievances may be processed by the Union on behalf of an employee or on behalf of a group of employees or itself setting forth name(s) or group(s) of the employee(s). Grievances may be initiated by the Employer, subject to the restrictions of this Article, at Step 3 of the Grievance Procedure. Either party may have the grievant or one grievant representing group grievants 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. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group.

Section 2. Grievance Steps

Step 1. Immediate Supervisor

The employee and/or the Union shall orally raise the grievance with the employee's supervisor who is outside the bargaining unit. The employee shall inform the supervisor that this discussion constitutes the first step of the Grievance Procedure. All grievances must be presented not later than ten (10) working days from the date the grievant becomes aware of the occurrence giving rise to the complaint. The immediate supervisor shall render an oral response to the grievance within five (5) working days after the grievance is present. The parties recognize that variations from the immediate supervisor, where mutually agreeable, may exist, and that an immediate supervisor may actually be the Office Holder/ Department Head.

Step 2. Office Holder/Department Head

In the event the grievance is not resolved in Step 1, it shall be presented in writing by the Union to the Office Holder/ Department Head or his/her designee within five (5) working days from the receipt of the answer or the date such answer was due, whichever is earliest. Within ten (10) working days after the grievance is presented to Step 2, the Office Holder/ Department Head shall discuss the grievance with the Union. The Office Holder/Department Head shall render a written answer to the grievance within five (5) working days after such discussion is held and provide a copy of such answer to the Union. The written grievance shall be on a mutually agreed form which shall be provided by the Employer. The written grievance shall contain a statement of the grievant's complaint, the Section(s) of the Agreement allegedly violated, the date of the alleged violation and the relief sought. The form shall be signed and dated by the grievant. Improper grievance form, date or Section citation shall not be grounds for denial of the grievance.

Step 3. Employer-Grievance Committee

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-Grievance Committee or its designee within ten (10) working days after the Step 2 answer, or after such answer was due, as the case may be, may appeal the grievance(s) to the Employer/Union Grievance Committee at Step 3. After such appeal, the Employer-Grievance Committee and the Union shall meet to discuss the grievance which has been appealed to Step 3. The Employer-Grievance Committee, as the case may be, shall be made up as follows, with members appointed by the Chairman of the County Board:

ELECTED OFFICIAL UNIT

Elected Official Involved
Another Elected Official
Co-Employer
Three (3) County Board Members

HIGHWAY DEPARTMENT

Three (3) County Board
Members
Highway Superintendent

HEALTH DEPARTMENT

Three (3) County Board Members
One (1) Health Board Member
Health Department Administrator

MORE THAN ONE BARGAINING UNIT

Heads of each Unit
Three (3) County Board
Members

All such meetings shall take place at a time and place of mutual convenience but no later than ten (10) working days following submission of the grievance(s) to Step 3. After three (3) working days but within ten (10) working days of such meeting, either party may decide that the grievance(s) raises a substantial issue which should be submitted to an independent arbitrator in accordance with the procedure set forth in Step 4.

Step 4. Arbitration

- a) If, in accordance with the above procedure, the grievance(s) is appealed to arbitration, representatives of the Employer and the Union shall meet to select an arbitrator, from a list of mutually agreed to arbitrators. If the parties are unable to agree on an arbitrator within the ten (10) working days after the meeting in Step 3, the parties shall request the American Arbitration Association or Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. 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 right 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 representative and shall be notified of the issue where mutually agreed by the parties.

- b) Arbitration Procedures: Both the parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator. The rules of the American Arbitration Association shall apply. The Employer or Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses who are not employees of the Employer.

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

If either party desires a verbatim record of the proceeding, it may cause such a record to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy it shall pay for the cost of its copy.

Section 3. Time Limits

- a) Grievances may be withdrawn at any step of the Grievance Procedure without prejudice. Grievances not appealed within the designated time limits will be treated as withdrawn grievances.
- b) The time limits at any step or for any hearing may be extended by mutual agreement of the parties involved at that particular step.
- c) The Employer's failure to respond within the time limits shall automatically advance the grievance to the next step.

Section 4. Time Off, Meeting Space and Telephone Use

- a) Time Off: The grievant(s) and/or Union grievance representative(s) will be permitted reasonable time without loss of pay during their working hours to investigate and process grievances. A grievant who is called back on a different shift or on his/her day off as a result of the Employer scheduling a grievance meeting shall have such time spent in the meeting considered as time worked. Witnesses whose testimony is pertinent to the Union's or the Employer's presentation or argument will be permitted reasonable time without loss of pay to attend grievance meetings and/or respond to the Union's or the Employer's investigation. No employee or Union representative shall leave his/her work to investigate, file or process grievances without first making mutual arrangements with his/her supervisor or designee as well as the supervisor of any unit to be visited,

and such arrangements shall not be denied unreasonably. Employees attending grievance meetings shall normally be those having direct involvement in the grievance.

- b) Meeting Space and Telephone Use: Upon reasonable request, the employee and Union representative shall be allowed the use of an available appropriate room while investigating or processing a grievance; and, upon prior general approval, shall be permitted the reasonable use of telephone facilities for the purpose of investigating or processing grievances, so long as such use does not unduly interfere with the normal operations of the County. Such use shall not include any long distance or toll calls at the expense of the Employer.

Section 5. Advanced Grievance Step Filing

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 Step 3.

Section 6. Pertinent Witnesses and Information

Except as otherwise provided in Step 4, the Union may request the production of specific documents, books, papers or witnesses reasonably available from the Employer and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable laws, and rules issued pursuant thereto, governing the dissemination of such materials.

Section 7. Limitation on Grieving

In the event of a grievance, the employee shall perform his/her assigned work task and grieve his/her complaint later, unless the employee reasonably believes that the assignment endangers his/her safety.

ARTICLE XXI RECORDS AND FORMS

Section 1. Attendance Records

The Employer shall maintain accurate, daily attendance records. An employee shall have the right to review his/her time and pay records on file with the Employer.

Section 2. Records

All public records of the Employer shall be available to inspection upon written request by the Union.

Section 3. Undated Forms

No Supervisor or other person in a position of authority shall demand or request that an employee sign an undated or any blank form. No employee shall be required to sign such a form. Any such demand shall entitle the employee immediate appeal to the Office-Holder or Department Head.

Section 4. Incomplete or Modified Forms

Any information placed on a form or any modification or alteration of existing information made on a form subsequent to it having been signed by an employee shall be null and void insofar as it may affect the employee, the employee's position or condition of employment. Any employee required to sign any form prepared pursuant to this Agreement shall be given a copy of it at the time the employee's signature is affixed.

Section 5. Personnel Files

- (a) Files: The Employer shall keep a central personnel file within each bargaining unit for each employee which shall be confidential. Supervisors are free to keep working files where necessary but material not maintained in the central personnel file may not provide the basis for disciplinary or other action against an employee.
- (b) Inspection: Upon written request of an employee, the Employer shall permit an employee to inspect his/her personnel file and/or Supervisor's working file upon request subject to the following:
 - (i) Such inspection shall occur no longer than eight (8) working hours following receipt of the request;
 - (ii) Such inspection shall occur during normal business hours without loss of pay upon written request;
 - (iii) The employee shall not be permitted to remove any part of the personnel file from the premises but may obtain copies of any information contained therein upon payment for the reasonable cost of copying;
 - (iv) Upon written authorization by the requesting employee, that employee may have a representative of the Union present during inspection of his/her personnel file and/or may designate in such written authorization that said representative may inspect his/her personnel file subject to the procedures contained in this Article;
 - (v) If the employee disagrees with any information contained in the personnel record, a removal or correction of that information may be mutually agreed upon by the Employer and the employee. If an agreement cannot be reached, the employee may submit a written statement explaining the employee's position. The Employer shall attach the employee's statement to the disputed portion of the personnel records. The employee's statement shall be included whenever that disputed portion of the personnel record is released to a third party as long as the disputed record is a part of the file. The inclusion of any written statement attached in the record without further comment or action by the Employer, shall not imply or create any presumption of Employer argument with its contents. If either the Employer or the employee places in the personnel record information which is false, the Employer or employee, whichever is appropriate, shall have remedy through the grievance procedures to have that information expunged;
 - (vi) Pre-employment information, such as reference reports, credit checks or information provided the Employer with a specific request that it remain confidential, shall not be subject to inspection or copying.
- (c) Notification: Employees shall be given notice by Employer when a formal, written warning or other disciplinary documentation is permanently placed in their personnel file.

ARTICLE XXII
LABOR-MANAGEMENT/SAFETY AND HEALTH

Section 1. Committee Make-up

The parties agree to establish a joint committee on Labor-Management/Safety and Health. The Employer representatives shall be five (5) County Board Members appointed by the Chairman of the County Board, an elected official, the Superintendent of Highways and the Director of the Health Department. The Union shall designate one employee from each unit and the AFSCME Staff Representative as its representatives.

Section 2. Meetings

The first meeting of the Committee shall be not more than thirty (30) days after the date of execution of this Agreement. thereafter the Committee shall meet upon request of either side but not more than once a month except by mutual agreement.

Section 3. Health and Safety

The Employer recognizes its responsibility to provide a safe and healthful workplace and correct all hazards. At such meetings the Committee shall first discuss matters of health and safety for the purpose of identifying and correcting unsafe working conditions.

- a) Where following such meetings agreement is reached as to the existence of unsafe or unhealthy working conditions, the Employer shall attempt to correct it within a reasonable time, utilizing existing budget funds.
- b) Where no agreement is reached, or where a clear and present danger exists, the Union may grieve at any time at Step 3. In the event a grievance is moved to arbitration, the arbitrator shall determine:
 - (i) Whether the claimed unsafe or unhealthy working condition exists;
 - (ii) If so, whether the Employer's proposed remedy thereof is reasonable under the relevant circumstances.

If the arbitrator determines that the claimed unsafe or unhealthy working condition exists and the Employer's proposed remedy is unreasonable, he/she shall order it corrected and the Employer shall make every effort to correct it using the best means available to do it. Provided, however, that where funds for the remedy have not been budgeted or are not available, the Employer shall make every reasonable effort to secure the necessary funds to correct the condition.

Section 4. Labor-Management

For the purpose of maintaining communications between labor and management and in order to cooperatively discuss and solve problems of mutual concern, a Labor-Management Committee is hereby established, composed of representatives of management and labor, to meet to examine, discuss and solve mutual problems not covered by the labor agreement. The number and composition of representatives, frequency of meetings, and topics of discussion are subject to the particular need and issues to be addressed.

The Labor-Management Committee is recognized as a forum to meet in a non-adversarial role to discuss issues and work out problems that are of mutual concern by providing a forum for communication

outside the bargaining process. The Labor-Management Committee shall meet at a preset time every four (4) months beginning the second week of January 2016, unless mutually agreed upon. Each party will prepare and submit agenda items to the other one (1) week prior to the scheduled meeting. If there are no agenda items, the meeting will be canceled. The parties may mutually agree to discuss items not submitted in advance for placement on the agenda. Minutes shall be taken and forwarded to the parties.

Parties to be present shall be three (3) members of the union and one (1) representative of the employer and one (1) County Board Member appointed by the County Board Chairman.

ARTICLE XXIII **INSURANCE**

Beginning September 1, 2021, employees will pay \$53 per pay check for 24 pay periods for the individual health insurance plan. The County agrees to pay the remaining cost of the employee individual basic health insurance premium. The Employer reserves the right to change or provide alternate insurance carriers, health maintenance organizations or to self insure. The Union agrees that when changing insurance carriers, a plan identical to the current plan may not be available. New coverage and benefits will be substantially similar to the current plan among the various plans considered by the Employer. The Employer shall notify the Union at least thirty (30) days in advance of the change in insurance carriers to review the new benefits. The parties agree that an insurance committee consisting of two (2) members of the County Board, two (2) members of AFSCME and two (2) members of FOP will schedule a meeting to discuss possible changes in the insurance plan before any decisions about changing coverage are made by the Employer.

ARTICLE XXIV **PENSIONS**

The Employer shall continue to make contributions to the IMRF for all eligible employees covered by this Agreement in accordance with its past practice.

ARTICLE XXV **WAGES**

Section 1. Base Pay Increases

Effective and retroactive to September 1, 2021, each employee in the bargaining unit shall receive \$1.00 per hour increase in their base rate of pay.

Effective September 1, 2022, each employee in the bargaining unit shall receive \$1.00 per hour increase in their base rate of pay.

Effective September 1, 2023, each employee in the bargaining unit shall receive \$1.00 per hour increase in their base rate of pay.

Section 2. Longevity

Every employee in the bargaining unit, with one (1) to nineteen (19) years of service on every 4th anniversary of continuous service from their date of hire shall receive a base pay increase of \$500.00.

Every employee in the bargaining unit with twenty (20) years of service on every annual anniversary of continuous service from their date of hire shall receive a base pay increase of two-percent (2%).

Section 3.

The Employer may temporarily assign an employee to perform the duties of another classification.

Section 4. Temporary Assignment Pay

An employee temporarily assigned to perform the duties of a classification at an equal or lower pay rate than his/her regular classification shall be paid his/her proper regular classification rate. If the employee is temporarily assigned to perform the duties of a classification having a higher pay rate, they shall receive the established base rate of pay for the higher classification.

Section 5. Starting Rate of Pay

Effective September 1, 2021 any employees hired into a position covered by the bargaining unit shall be hired at an annual rate of pay, in accordance with the following schedule.

- Clerical..... \$28,000
- Laborer..... \$35,000
- Animal Control..... \$35,000

This amount shall increase by the amount of the base pay increases in years 2 and 3 of this Agreement.

ARTICLE XXVI
MISCELLANEOUS PROVISIONS

Section 1. Health Department

The merit leave in the Health Department shall be reduced to four (4) days annually.

Section 2. Highway Department

- (A) The provisions of Article XIII; Sections 2, 3 and 4 (Layoff and Recall) shall not apply to the employees of the Highway Department.
- (B) Employees designated by the Superintendent of Highways may be required, as a condition of continued employment, to obtain and maintain a driver's license appropriate for employment related use. The Employer agrees to provide equipment and up to eight (8) hours training on work time to assist present employees in obtaining the appropriate driver's license. Employees will be allowed to take the appropriate driver's license test during work time at a time designated by the Employer. Employer will pay for such licenses and supply vehicles when testing is required.

Employees who fail on their first attempt to acquire a Commercial Driver's License will be given a sixty (60) day grace period in which to acquire the license. An employee who does not pass the commercial driver's test during this period shall have his employment terminated.

Section 3. Part-Time Employees

The Employer may continue to use part-time employees in the Treasurer's Office, Circuit Clerk's Office, County Clerk/Recorder's Office and Highway Department County Health Department and Animal Control in accordance with past practice provided that no layoff of full-time employee is caused by such continued past practice.

Section 4. Circuit Clerk Holidays

The parties acknowledge that the Chief Judge of the Circuit Clerk may from time-to-time grant additional holidays to the Office of the Circuit under his supervisory authority over the court system.

Section 5. Work Rules

Work rules and personnel policies in effect prior to the date of this Agreement, to the extent they do not conflict with the provisions of this Agreement, shall continue in full force and effect.

Section 6. Mileage Allowance

All employees using their personal vehicles for County business will be reimbursed at the same rate the County Board receives.

Section 7. Dress Code

Employees shall dress in a manner appropriate for whatever particular function of the job they are performing at the time. Casual clothing is not appropriate for work in the courtroom.

Laborers at the Highway Department shall receive a clothing allowance of \$300 per fiscal year. Upon presentation of receipts, such allowance will be paid via a reimbursement check through a regular claims cycle during the fiscal year.

Section 8. Hazardous Weather Days

If a hazardous weather situation arises before the start of an Employee's working hours, the following procedures will be used:

- A. An Employee will not be required to forfeit a day's pay when, by order of the Sheriff, the Courthouse is closed.
- B. Employees who are required to work when their worksite is closed, or whose worksite cannot by its nature close during hazardous weather will receive compensatory time equal to the amount of time worked on the hazardous weather day.
- C. If a hazardous weather situation arises after the start of an Employee's working hours, the Employee's Department Head or Elected Officer may allow the Employee to leave work early consistent with office staffing requirements, without loss of pay.

ARTICLE XXVII
DRUG AND ALCOHOL TESTING POLICY

PART I - DRUG TESTING OF EMPLOYEES

Section 1. Statement of County Policy

It is the policy of the County of Shelby that the public has the reasonable right to expect persons employed in safety sensitive positions to be free from the effects of drugs and alcohol. The County, as the employer, has the right to expect these employees to report to work fit and able for duty. The purposes of this policy shall be achieved in such a manner as to not violate any established rights of the employees.

Safety Sensitive Employees shall be required to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

Section 2. Prohibitions

Employees shall be prohibited from:

- (a) consuming or possessing alcohol or illegal drugs at any time during the work day or anywhere on any County premises or job sites, including all County buildings, properties, vehicles and the employee's personal vehicle while engaged in County business, except as required in the line of duty;
- (b) illegally selling, purchasing or delivering any illegal drug, except as required in the line of duty;
- (c) being under the influence of alcohol or illegal drugs during the course of the work day;
- (d) failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

Section 3. When a Test May Be Compelled

When random drug testing is required by law or where there is reasonable suspicion to suspect that an safety sensitive employee is under the influence of alcohol or illegal drugs and is impaired while on duty, the County shall have the right to require that employee submit to alcohol or drug testing. When a supervisor has probable cause to suspect that such employee is impaired, that supervisor shall have a representative of the Highway Department confirm that suspicion. If the suspicion is confirmed the County shall provide the employee with a written notice of the order, setting forth all of the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. The Union shall be notified and the employee shall be permitted an opportunity to consult with a representative of the Union. No questioning of the employee shall be conducted without first affording the employee the right to Union representation and/or legal counsel. The Highway Department shall arrange for the drug test.

Section 4. Tests to be Conducted

In conducting the testing authorized by this Agreement, the County shall:

- (a) use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);

- (b) insure that the laboratory or facility selected conforms to all NIDA standards;
- (c) establish a chain of custody procedure for both sample collection and testing that will insure the integrity of the identity of each sample and test result. No employee covered by this Agreement shall be permitted at any time to become a part of such chain of custody;
- (d) collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the employee.
- (e) collect samples in such a manner as to preserve the individual employee's right to privacy, insure a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample, (except in circumstance where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable belief that the employee has attempted to compromise the accuracy of the testing procedure;)
- (f) confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography, plus mass spectrometry or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug metabolites;
- (g) provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense; provided the employee notifies the Employer within seventy-two (72) hours of receiving the results of the test;
- (h) require that the laboratory or hospital facility report to the County that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the County inconsistent with the understandings expressed herein (e.g. billings for testing that reveal the nature of number of tests administered), the County will not use such information in any manner or forum adverse to the employee's interests;
- (i) require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results that show an alcohol concentration of .10 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive (Note: the foregoing standard shall not preclude the County from attempting to show that test results between .05 and .10 demonstrate that the employee was under the influence, but the County shall bear the burden of proof in such cases);
- (j) provide each employee tested with a copy of all information and reports received by the County in connection with the testing and the results;
- (k) insure that no employee is the subject of any adverse employment action except emergency temporary reassignment with pay during the pendency of any testing procedure. Any such emergency reassignment shall be immediately discontinued in the event of a negative test result.

Section 5. Retesting

If the test results are positive, the Union shall have the right to request the preserved samples to be sent for testing to a laboratory chosen by the Union and the cost shall be borne by the employee requesting such testing. If the retest results are negative, the cost of such retest shall be paid by the Employer, and the employee's records cleared.

Section 6. Test Results

The employee shall be compensated for all time lost from work as a result of the order to take the test; in addition, the employee shall be compensated at the employee's straight time hourly rate for all hours in excess of their scheduled work day that the employee is involved in activities as a result of the order to take the test.

Management shall notify the employee and the Union of the results of the test within sixty (60) hours after the employee has submitted to the test. Management shall make available to the Union a copy of the written report from the laboratory within twenty-four (24) hours after the report is received by Management. Reports of a positive test shall, at a minimum, state (1) the type of test conducted, (2) the results of the tests, (3) the sensitivity (cut-off point) of the methodology employed, and (4) any available information concerning the margin of accuracy and precision of the quantitative data reported for the test(s). All reports shall be reviewed by a toxicologist or a physician prior to release and only confirmed results shall be reported to the Employer. However, in the case of a negative test, the report shall specify only that the test was negative for the particular substance.

At the time of submitting to the testing, an employee shall have the right to request that the urine be preserved for a period of not less than six (6) months. Management agrees to make arrangements with the medical facility which is performing the testing, to allow for the preservation of the samples as requested.

Section 7. Voluntary Requests for Assistance

The County shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the County may require reassignment of the employee with pay if he is then unfit for duty in his current assignment. The County shall make available through its Employee Assistance Program a means by which the employee may obtain referrals and treatment. All such requests shall be confidential and any information received by the County, through whatever means, shall not be used in any manner adverse to the employee's interests, except reassignment as described above.

Section 8. Discipline

In the first instance that an employee is found to be under the influence of alcohol, and all employees who voluntarily seek assistance with drug and/or alcohol related problems, shall not be subject to any disciplinary or other adverse employment action by the County. The foregoing is conditioned upon:

- (a) the employee agreeing to appropriate treatment as determined by the physician(s) involved;
- (b) the employee discontinues his use of illegal drugs or abuse of alcohol;
- (c) the employee completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months;

- (d) the employee agrees to submit to random testing during hours of work during the period of "after care."

Employees who do not agree to the foregoing, or who test positive on both the initial and the confirmatory test for drugs, or who test positive a second or subsequent time for the presence of alcohol during the hours of work may be subject to discipline, up to and including discharge.

The foregoing shall not be construed as an obligation on the part of the County to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing the duties of an employee or whose continuance on active status would constitute a direct threat to the property or safety of others. Such employee shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence pending treatment. The foregoing shall not limit the County's right to discipline employees for misconduct provided such discipline shall not be increased or imposed due to alcohol or drug abuse.

Section 9. Treatment

- A) The parties agree to establish a Joint Labor-Management Committee to establish an Employee Assistance Plan (EAP). The Plan shall include an EAP counselor who is trained in the problems of chemical dependency and abuse. The Employer shall pay the cost of the EAP.
- B) An employee who tests positive or who will be disciplined as a result of drug use or abuse may elect to meet with the EAP counselor and/or to seek further treatment for drug use or abuse. The Employer shall suspend the imposition of discipline pending an employee's participation in the EAP Program or in further treatment. If the employee successfully completes the EAP Program or treatment, the discipline shall be rescinded and the employee's record cleared.
- C) The Employer shall provide health insurance which covers the cost of the EAP Program and/or subsequent treatment. The insurance should provide for both out-patient and in-patient treatment depending on the appropriate course in each employee's case. The in-patient treatment covered shall be of at least thirty (30) days' duration.
- D) If the nature of the EAP or treatment program (e.g. out-patient treatment) allows the employee to continue to work during the treatment, the Employer shall maintain the individual's previous employment status. If an employee participates in an in-patient program which precludes continued employment, the employee shall be granted a leave to do so. At the end of the leave, the employee shall be returned to his former position with no loss of seniority and accumulated benefits. An employee may use accumulated sickness or disability benefits during the period of his treatment leave.
- E) Nothing in this Section shall prevent an employee from seeking treatment or taking a treatment leave more than one (1) time in a year.

Section 10. Savings Clause

The parties agree that this policy and Employee Assistance Program shall not diminish the rights of individual employees under state and federal laws relating to drug testing, nor to an employee's right to utilize the grievance and arbitration procedures of the Collective Bargaining Agreement.

Section 11. Indemnification

The Employer agrees to hold the Union harmless and to bear the expenses incurred by the Union in defending litigation arising out of the Employer's activities in carrying out the drug/alcohol testing program.

Section 12. Confidentiality

The Union and the Employer agree to keep the names of the employees undergoing this procedure confidential. The Employer agrees not to contact law enforcement authorities as a result of a positive test.

PART II - ALCOHOL TESTING OF EMPLOYEES

Section 1. Procedures

The procedures set forth in Part I of this Program shall apply when an Employer seeks a blood test of an employee for alcohol use.

Section 2. Positive

Impairment by alcohol will be conclusive if the blood alcohol level is 0.04%.

PART III - RIGHT TO CONTEST

Section 1. Employee Rights

The Union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results, or any other alleged violation of this Agreement. Such grievance shall be commenced at Step 2 of the grievance procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impair any legal rights that employees may have with regard to such testing. Employees retain any such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the Union.

**ARTICLE XXVIII
AUTHORITY OF THE CONTRACT**

Should any Article, Section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, 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 a substitute for the invalidated Article, Section, or portion thereof.

**ARTICLE XXIX
TERMINATION**

This Agreement shall be effective as of the 1st day of September 2021, and shall remain in full force and effect until the 31st day of August, 2024. Negotiations shall begin not later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period

of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph:

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

In witness whereof, the parties hereto have set their hands this ___ day of September, 2021.

FOR THE UNION:

Natalie Nagel
Bargaining Representative

Lisa A Swenny

Mary Jo Cunningham

Carmon Foster

Laura Long

John Cagney

Bud Hudson

Christina Hewitt

Michelle Campbell

FOR THE EMPLOYER:

Shelby County Board

By: Bryan [Signature]
County Board Chairman

Attest: Jermec [Signature]
County Clerk

Board of Health

By: [Signature]

Attest: Jermec [Signature]

Jermec [Signature]
County Clerk-Recorder

Treasurer-Collector

[Signature]
Circuit Clerk

[Signature]
Highway Engineer

Rebecca [Signature]
Supervisor of Assessments

APPENDIX A

Unit B. County Clerk's Office

1. Election Administrator
2. Deputy Clerk

Unit C. Circuit Clerk's Office

1. Deputy Clerk
2. Bookkeeper/Deputy Clerk

Unit D. Treasurer's Office

1. Deputy Treasurer
2. Bookkeeper

Unit E. Highway Department

1. Secretary/Bookkeeper
2. Laborer

Unit F. Supervisor of Assessments/Office of Animal Control

1. Deputy Supervisor
2. Deputy/Bookkeeper
3. Deputy Administrator
4. Animal Warden

Unit G. Health Department

1. W.I.C. Coordinator & Nutritionist
2. Audio-Visual Technician
3. Bookkeeper
4. Secretary
5. Licensed Practical Nurse
6. Sanitarian
7. Associate Sanitarian
8. W.I.C. Intake Worker

Memorandum of Understanding

The parties agree to the following stipulations:

1. Individual Department Head records continue to be recognized as the official records for payroll purposes.
2. The Highway Department, Health Department, and Animal Control will continue current timekeeping and payroll practices.

For the Union

Natalie Nagel

9/23/21
Date

For the Employer

Beyon G/Man

9-28-21
Date

