

LABOR CONTRACT

BETWEEN

THE BOONE COUNTY BOARD

AND

BOONE COUNTY TREASURER

AND

THE INTERNATIONAL UNION, UNITED AUTOMOBILE AEROSPACE

AND

AGRICULTURAL IMPLEMENT WORKERS OF AMERICA, UAW

AND ITS LOCAL UNION #1761

COVERING

CERTAIN FULL-TIME AND REGULAR PART-TIME

EMPLOYEES OF THE BOONE COUNTY TREASURER

EFFECTIVE FOR THE PERIOD:

DECEMBER 1, 2016

THROUGH

NOVEMBER 30, 2019

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PREAMBLE

WHEREAS, the Boone County Treasurer has voluntarily recognized the practice and procedures of collective bargaining as a fair and orderly way of conducting relations with certain employees of the Boone County Treasurers Office, insofar as such practice and procedures do not interfere with the County's right and constitutional obligation to operate such in an efficient manner for the purposes of best serving the residents of the County; and insofar as such practices and procedures do not interfere with the Treasurer's right and constitutional obligation to operate the Treasurer's Office in an efficient manner; and to make clear all basic terms upon which such relationship depends;

WHEREAS, it is the intent and purpose of the parties to set forth herein their entire agreement covering rates of pay, wages, salaries, hours, and conditions of employment; and to provide the procedure for the prompt and peaceful resolution of grievances respecting the terms of this Agreement;

NOW BE IT RESOLVED, in consideration of the mutual promises and agreements herein contained, the parties do mutually promise and agree as follows:

AGREEMENT

This agreement is entered into between Boone County and the Boone County Treasurer (hereinafter referred to collectively as the Employer) and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW and Its Local Union #1761.

ARTICLE I

RECOGNITION: NEW CLASSIFICATIONS

Section 1. Recognition

The Employer recognizes the Union as the sole and exclusive collective bargaining representative in all matters concerning rates of pay, wages, salaries, hours of employment, and other conditions of employment for the following employees employed in Boone County Treasurer as certified body of Illinois State Labor Relations Board: Case No. 5-RC-09-005.

Included: All persons employed by the County of Boone and Treasurer of Boone County and holding the following job classifications: Clerk, Deputy Treasurer.

Excluded: All other employees employed by the County of Boone and Treasurer of Boone County; All elected officials of the County of Boone; All supervisory, managerial and confidential employees of the County Of Boone and Treasurer of Boone County as defined by the Act.

Section 2. New Classifications

The Employer shall promptly notify the Union Representative within 15 days of its decision to implement any and all new classifications pertaining to work of a nature performed by employees within the above stated bargaining unit.

If a new classification is a successor title to a classification covered by this Agreement and the job duties are not significantly altered or changed, the new classification shall automatically become a part of this Agreement and the parties shall jointly file the appropriate petition for accretion with the ISLRB.

If the new classification contains a significant part of the work now being done by any of the classifications covered by this Agreement, or whose duties are similar to other bargaining unit employees or if the duties are new to the existing bargaining unit, and the Union Representative notify the Employer of a desire to meet within 10 days of its receipt of the Employer's notice, the parties will meet to review the proposed classification. If unable to reach an agreement as to its inclusion or exclusion from the unit and or its rate of pay, the parties may submit the issue(s) to Step 2 of the grievance procedure. However, the Employer is free to assign a temporary rate pending resolution of any negotiations or grievance procedure.

In the event where an arbitrator is assessing the reasonableness of the proposed salary grade, he/she shall consider:

- a) The job content and responsibilities attached thereto in comparison with the job content and responsibilities of other position classifications in the Employer's workforce.
- b) Like position with similar job content and responsibilities of other position classifications in the Employer's workforce.
- c) Significant differences in working conditions to comparable position classifications. Upon installation of the new position classification, the filling of such position classification shall be in accordance with the posting and bidding procedures of this Agreement.

ARTICLE II

MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of This Agreement, the Employer retains traditional rights to operate the County, as well as those rights enumerated within the Illinois Public Labor Relations Act. Such management rights include, but are not exclusive of the following:

- (A) to plan, direct, control and determine all operations and services of the County Treasurer's Department;
- (B) to supervise and direct employees;
- (C) to establish the qualifications for employment and to employ employees;
- (D) to establish reasonable work rules and work schedules and assign such;
- (E) to hire, promote, transfer, schedule and assign employees in positions and to create, combine, modify, and eliminate positions within the Treasurer's Office; provided the Employer advises the Union Representative as soon as practical in advance, and provides for discussion if requested by either party;
- (F) to suspend, demote, discharge and take other disciplinary action against employees for just cause (probationary employees without cause);
- (G) to establish reasonable work and productivity standards and, from time to time, amend such standards;
- (H) to lay off employees;
- (I) to maintain efficiency of County Treasurer's Office operations and services;
- (J) to determine the methods, means, organization, and number of personnel by which such operations and services shall be provided;
- (K) to maintain efficiency of Employer's operations;
- (L) to take whatever action is necessary to comply with State and Federal law;
- (M) to determine the kinds and amount of services to be performed as it pertains to operations and the number and kind of classification to perform such services;
- (N) to contract out for goods and/or services;
- (O) to determine the methods, means and personnel by which operations are to be conducted; and,
- (P) to take whatever action is necessary to carry out the functions of the County in emergency situations.

ARTICLE III

REPRESENTATIONS

Section 1. Union Representatives

The Employer agrees to recognize the following Union Representatives: One (1) Committee person selected or elected as well as one (1) alternative Committee person if the regularly selected or elected Committee person is unavailable. The above representatives will be elected or selected by the Union. Should there be a substantial

change during the life of this Agreement, the parties shall meet for purpose of working out redistribution of Union Representatives.

Section 2. Administration of Agreement

The Union Representative shall provide written notice to the Employer within ten (10) working days following election or selection of its representatives who shall be responsible for the enforcement and administration of this Agreement.

Section 3. Attendance at Union Meetings

Subject to the need for orderly scheduling, the Employer agrees that the elected officials of the Union shall be permitted reasonable time off with loss of pay to attend general board or special meetings of the Union provided that at least seven (7) calendar days notice of such meetings shall be given in writing if possible, to the Employer, and provided further that the names of all such officials and officers shall be certified in writing to the Employer.

Section 4. Required Union Representatives Activity

Employees shall be allowed necessary and reasonable paid time during working hours to attend grievance hearings, labor/management, and other committee meetings, and other necessary and reasonable activities so long as they have been established by this Agreement, and/or other meetings called or agreed to by the Employer if said employees are entitled or required to attend such by virtue of their status as grievants or witnesses thereto, or as designated representatives of the Union requested to assist such grievant during appropriate grievance procedures. Such time off with pay shall be reasonably related to the performance of their obligations under this contract.

Section 5. Leave Without Pay to Attend Union Representatives Meetings

Subject to approval of management up to one (1) employee per certified bargaining unit may request a leave of absence without pay to attend Union conferences, seminars, and conventions. Such requests must be in writing at least-three (3) days prior to the requested leave of absence and shall not be compensated for by the Employer or unreasonably withheld.

Section 6. Union Representative Access

Union Representatives or their designee shall have access to the premises of the Employer during an emergency situation in order to help resolve a serious dispute or issue. In order to receive access, such representative must provide prior reasonable notice to the Employer and make necessary arrangements so as not to disrupt the work of employees.

An International Representative of the Union upon notifying the Employer shall be permitted on the Employer's premises during normal working hours for the purpose of investigating grievances for Step 3 or beyond.

Section 7. Bulletin Boards

The Employer shall provide bulletin board space which shall be located in the Treasurer's Office and not readily accessible to the public.

ARTICLE IV

DUES DEDUCTIONS/FAIR SHARE

Section 1. Deductions

Employer agrees to deduct from the pay of those employees who individually request, any or all of the following: Union membership dues, assessments, fair share payments or fees. Requests for any deductions shall be made on a form agreed to by the parties.

Section 2. Remittance

Upon receipt of any appropriate written authorization from an employee, such authorized deductions shall be made and shall be remitted on a monthly basis to the Union in accordance with its current procedures, and at the address designated in writing 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.

Section 3. Fair Share Deduction

Employees covered by this Agreement who are not members of the Union paying dues by voluntary payroll deduction shall be required to pay in lieu of dues, their proportionate fair share of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment in accordance with the applicable Labor Relations Act.

The fair share payment, as certified by the Union, shall be deducted by the Employer from the earnings of the non-member employees and shall be remitted on a monthly basis to the Union at the address designated in writing to the Employer of any increase in fair share fees in writing at least fifteen (15) days prior to its effective date. The amount constituting each non-member employee's share shall not exceed dues uniformly required to union members.

Section 4. Religious Exemption

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

Section 5. Notice and Appeal

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

Section 6. Indemnification

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

Section 7. Listing

With each payment issued to the Union, representing deductions made pursuant to this Article, the Employer shall also forward a listing identifying the individual employee and dues/fair share amount so deducted from his/her paychecks.

ARTICLE V

NO STRIKE/NO LOCKOUT

Section 1. No Strike/Slowdown

During the terms of this Agreement, neither the Union Representatives nor any officers, agents, designees, or employees of Employer shall instigate, promote, sponsor, engage in, or condone any strike (including sympathy strike), slowdown, concerted stoppage of work, or any other intentional disruption of the operations of Employer, regardless of the reasons for doing so.

Section 2. Impasse Procedure

Mediation: In the event negotiations are not completed thirty (30) days prior to the expiration date of this Agreement, or if a good-faith impasse is reached prior thereto any party may request appointment of a mediator by the Federal Mediation and Conciliation Service, and shall notify the State Labor relations Board of the appointment.

Section 3. No Lockout

During the terms of this Agreement, the Employer shall not instigate a lockout over a dispute with the Union Representative so long as there is no breach of Section 1.

Section 4. Union Representative Responsibility

Upon written notice by the Treasurer to the Union Representatives that certain members/employees are engaged in a violation of this Article, the Union Representative shall immediately in writing order such members to return to work, provide the Treasurer a copy of such, and the bargaining agent of the Union shall promptly and publicly order them to return to work and do whatever acts reasonably necessary to secure their immediate return to work.

Section 5. Penalties

Any employee engaging in activity prohibited by this Article, or who instigates or gives leadership to such activity, shall be subject to immediate discharge with loss of all benefits accrued.

ARTICLE VI

LABOR/MANAGEMENT MEETINGS

Section 1. Labor Management Conferences

The Union of the Treasurer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that monthly meetings be held between Union Representatives and responsible administrative personnel representing the Employer. Such meetings shall be held on monthly basis and shall be limited to:.

- (a) Discussion on the implementation and general administration of this Agreement.
- (b) A sharing of general information of interest to the parties.
- (c) Discussion of working conditions.

The International Union Representative may attend these meetings. Such meetings may be held more frequently upon mutual agreement by the parties. Meetings may occur during normal business hours provided they do not interfere with the operation of the Treasurer's Office.

Section 2. Purpose

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. The agenda for such meetings shall be established by the Treasurer and shall provide for "New Business". Such meetings shall be chaired by the Treasurer Representative.

Section 3. Compliance with Laws

In order to maintain safe working conditions, the Employer shall comply with all laws applicable to its operations concerning the safety of employees covered by this Agreement. All such employees shall comply with all the safety rules and regulations established by their supervisors and are subject to disciplinary action for violations there from.

Section 4. Unsafe Conditions

Employees who reasonably and justifiably believe that their safety and health are in danger due to an alleged unsafe working condition or equipment shall immediately inform their supervisors who shall have the responsibility to determine what action, if any, should be taken, including whether or not the job should be discounted.

However, this does not entail those working conditions inherent in the performance of duties as employees of a law enforcement agency.

Section 5. Safety Grievances

A grievance involving an alleged violation of this Article shall be submitted directly to Step 2 of the grievance procedure and a grievance hearing shall be promptly scheduled.

ARTICLE VII

PERSONNEL FILES

Section 1. Personnel Files

The Employer agrees to comply with the terms of the Personnel Record Review Act 820 ILCS 40/0.01.et.al. The Employer shall keep a central personnel file for each employee, but material not maintained in the central personnel file may not provide the basis for disciplinary or other action against an employee. Employer shall grant at least four (4) inspection requests per year.

Section 2. Notification

An employee shall be given notice by Employer when a formal, written warning or other disciplinary documentation is permanently placed in his/her personnel file.

ARTICLE VIII

GRIEVANCE PROCEDURE

Section 1. Definition of a Grievance

A grievance is defined as any meritorious difference, complaint, or dispute between the Treasurer and the Union Representatives or any employee(s) regarding the application, meaning, or interpretation of this Agreement or past practice. The parties will make every effort to settle grievances at the earliest possible step.

Section 2. Grievance

A written grievance shall contain a statement of the grievant's complaint, the Article and Section of the Agreement or past practice allegedly violated, the date of the alleged violation, the relief sought, and the signature of the grieving employee(s) and the date.

Section 3. Grievance Procedure

Step 1. The Union Representative and/or employee shall take up the grievance or dispute with the immediate Supervisor within the Treasurer's Office or the Treasurer if no Supervisor exists within seven (7) working days of the date of the incident giving rise to the grievance or of the employee's knowledge of its occurrence. The Supervisor or Treasurer shall attempt to adjust the matter and shall respond to the Union Representative and/or the employee(s) within seven (7) working days.

Step 2. If the grievance has not been settled, it shall be reduced to writing by the Union Representative to the Treasurer within seven (7) working days after the Supervisor's response is due. The Treasurer shall answer the grievance in writing on the space provided on the grievance form within seven (7) working days.

Step 3. If the grievance still remains unsettled, it may be appealed to the Treasurer. Such appeal to Step 3 shall be by the Union and on the space provided on the grievance form within five (5) working days after receipt of the Treasurer's answer. The Step 3 grievance meeting will be held between the International Union Representative, Bargaining Chairperson and a Representative(s) of the County. The County will give to the Union a third step answer within fifteen (15) working days after the meeting.

Step 4. A grievance not settled in the prior step may be referred to arbitration by only the Union by appeal in writing within fifteen (15) working days from the receipt of the answer in Step 3. Such appeal shall be by letter from the Union stating the number of grievance being appealed.

Section 4. Arbitration Procedures

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 ten (10) working days after the meeting, the parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. Any party may reject an entire panel of arbitrators, taking turns as to the first strike. The person whose name remains shall be the arbitrator. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union requesting that he/she set a time and place for the hearing, subject to the availability of the Employer and Union Representatives and shall be notified of the issue where mutually agreed by the parties.

The 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 and the Union Representatives 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 to, 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 Employer and the Union. 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 Representatives, and the 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 one-half (1/2) the transcription fee and the cost of duplicating its copy.

Section 5. Processing Grievances During Working Hours

The Union Representatives and employee members may reasonably investigate and process grievances during scheduled working hours without loss of pay.

Section 6. Time Limits

There shall be three (3) copies of the grievance form and the grievance shall cover one matter. In case an answer is not rendered within the time limits, the grievance may be taken to the next succeeding step except with respect to Step 4. In case a grievance is not filed or appealed within the time limits, it shall be deemed to be abandoned and the same subject matter shall not be considered further or made the subject of a further grievance.

Section 7. Extensions

Time limits in any step may be extended by mutual agreement of the parties.

Section 8. Testifying

Employees testifying at an arbitration hearing will be made available with loss of pay; however, whenever possible they shall be placed on call to minimized lost time from work, unless they are required to assist the principal Union Representative in the conduct of the case.

ARTICLE IX

DISCIPLINE

Section 1. Discipline

The parties recognize the authority of the Employer to reprimand verbally, in writing, suspend, discharge or take other corrective action against an employee for just cause. Discipline, when invoked, will normally be progressive in nature such as: Verbal reprimand, written reprimand, suspension(s), and discharge. However, the Employer shall have the right to invoke a penalty which is appropriate to the seriousness of an individual incident or situation.

Section 2. Investigation

The parties agree that disciplinary action must be supported by timely and accurate investigation. An employee shall be entitled upon their request to the presence of a

Union steward at any meeting which discipline may or will take place, or at an investigatory interview of the employee by the Employer regarding charges which, if substantiated, could result in suspension or discharge. The employee will be advised of the nature of any disciplinary or investigatory meeting before it commences.

Section 3. Disciplinary Conferences

Whenever an employee is to be formally charged in a violation of any rule, regulation or policy, a disciplinary conference shall be scheduled and the employee shall be notified of the charge and shall have Union representation at this conference if so desired. The employee shall be informed of the nature of the charges against him/her and the reasons that disciplinary action is intended. The employee shall have the right to respond to the results of the disciplinary conference which shall become part of the employee's record if submitted in writing by the employee.

Section 4. Disciplinary Action

The employee shall be given notice of charges and disciplinary action. Formal notification to the employee of disciplinary action shall clearly specify the charges. Any employee who alleges that disciplinary action is not based upon just cause may grieve such action pursuant to the grievance procedures.

Section 5. Limitations

The Employer agrees herein that disciplinary action shall be in a timely manner and shall not exceed thirty (30) calendar days from the date the incident giving rise to such disciplinary action or from first becoming aware of such incident and shall recognize only those disciplinary actions appropriately documented and filed in the employee's central personnel files and not other working files maintained by other management staff. Furthermore, the Employer shall, prior to actual imposition of discipline, afford the subject employee an opportunity to discuss his/her views concerning the conduct causing such disciplinary action. Such discussion should take place as soon as practicable and not be unduly or unreasonably delayed, and the employee should be informed clearly and concisely of the basis of such action. Furthermore, upon request of the employee, a Union Representative shall be allowed to be present and, if the employee approves, participate in such discussions. Any employee who alleges that disciplinary action is not based on just cause may grieve such action pursuant to the grievance procedures.

Section 6. Notice of Discipline

In the event disciplinary action is taken against an employee, other than oral discipline, the Employer shall promptly furnish written notice to the employee which shall clearly and concisely state the reasons for such discipline.

Upon the employee's request, any record of a verbal reprimand shall be removed from the employee's personnel file after a period of two (2) years.

Upon the employee's request, any record of a written reprimand shall be removed from the employee's personnel file after a period of four (4) years.

Upon the employee's request, any record of a disciplinary action greater than a written reprimand but less or equal to a five (5) calendar day suspension shall be removed from the employee's personnel file after a period of six (6) years, provided that no other suspension is given for any similar offense during the six (6) year period.

Disciplinary action greater than a five (5) calendar day suspension shall be removed after ten (10) years.

ARTICLE X

HOURS OF WORK AND OVERTIME

Section 1. Regular Hours/Meal Periods

The regular hours of work each day shall be consecutive except that they may be interrupted by: a one (1) hour unpaid lunch and two (2) ten (10) minute paid rest periods during an employee's shift. The Employer maintains the right to reschedule these meals and rest periods due to emergency requirements.

Section 2. Work Period

The regular work period for full-time employees covered by this Section shall consist of seven and a half (7.5) consecutive hours and the regular work week shall consist of five (5) consecutive days. Consistent with the Fair Labor Standards Act, the Treasurer shall schedule reasonable hours per each seven (7) day work week. The regular work period for regular part-time employees shall be set by the Employer provided that such employees are regularly scheduled to work less than (30) hours per week.

Section 3. Overtime

Employees who are required by the Treasurer to work more than forty (40) hours in a seven (7) day period of time shall be paid at a rate of one and one-half (1-1/2) times their regular rate of pay for those hours work in excess of forty (40) hours. All overtime shall be approved in advance by the Treasurer. The Treasurer shall attempt to make an equal distribution of overtime assignments among employees.

Section 4. Compensatory Time

The Treasurer may, at his discretion, provide opportunities for the accumulation of compensatory time for work in excess of forty (40) hours in a seven (7) day period. Employees will not be required to accept such opportunities but may do so on a voluntary basis. Compensatory time will accrue at the rate of one and one-half (1-1/2) hours for each worked in excess of forty (40) hours. Requests for use of accumulated compensatory time must be in writing and approved by the Treasurer. This time will be tracked by the Treasurer via the payroll system. In approving such schedules, the Treasurer must consider the needs of the Treasurer's Office and the seniority and wishes of the employee. Compensatory time may not accumulate from year to year, and the accumulated amount shall be paid on November 30 of each year.

Section 5. Call Back

A “call back” is defined as an official assignment of work which does not continuously precede or follow an employee’s regularly scheduled working hours. “Callbacks” shall be compensated for at the employee’s regular rate of pay for all hours worked on a “callback”. However, there shall be a two (2) hour minimum on all “callbacks” and employees may be assigned other duties within their job classification in order to fulfill the two (2) hour minimum or an option of two (2) hours at compensatory time off.

Section 6. Exceptions

Time off for holidays or vacation shall be counted as time worked for purposes of computing overtime compensation.

Section 7. No Pyramiding

Overtime compensation shall not be paid more than once for the same hours under any provision of their Agreement.

ARTICLE XI

SENIORITY, LAYOFF AND RECALL

Section 1. Definition

“Seniority” is defined for the purposes of this Agreement as the employee’s length of continuous full-time service with the Treasurer since the employee’s last date of hire with the Treasurer.

Section 2. Application of Seniority

In the application of seniority, and ability in promotions, filling of permanent openings, layoff, and recall, seniority shall be the determining factor when among qualified employees, their qualifications, skills and ability to perform the work is substantially equal. When applying this principle of seniority and ability, the Treasurer’s decision shall be made in good faith and shall not be arbitrary or capricious.

Section 3. Termination of Seniority

Seniority shall be terminated when an employee;

- A) resigns or otherwise quits;
- B) is discharged for just cause (however, if such discharge is reversed through the grievance procedure, the issue of seniority is subject to the remedy attained within the grievance procedure);
- C) retires;
- D) does not return to work from layoff within three (3) working days after being notified to return, except when such failure to return to work is due to circumstances beyond the employee’s control and the Treasurer was notified prior to the tolling of the three (3) day period;

E) has been absent from work three (3) consecutive days without notifying the Treasurer, except when the failure to notify is due to circumstances beyond the employee's control.

In cases of seniority loss, the Treasurer shall issue written notification to the employee at his/her last known residence of such loss and that employee is terminated, with a copy of such forwarded to the Union Representative.

Section 4. Seniority for New Employees

There shall be no seniority among probationary employees until they successfully complete their appropriate probationary period, wherein such employee shall acquire seniority retroactive to his/her initial date of hire with the Treasurer. The Treasurer shall, upon request, grant a probationary employee an oral evaluation after three (3) months of service. Part time employees, who are hired full time, will be given prorated seniority based on his/her part time hours worked for benefit purposes only.

Section 5. Seniority Roster

The Treasurer shall maintain, post, and keep current, within the bargaining unit covered by this Agreement, a seniority roster. The Union Representative shall be provided a copy of the seniority roster on the date of posting, which shall be no less than annually.

Section 6. Layoff

The Employer in its discretion shall determine whether layoffs are necessary unless it is clearly established that such a determination is arbitrary. If there is a reduction in the workforce, the Clerical employees will be first to be removed by order of seniority. Layoffs shall not take effect until the expiration of an appropriate two (2) week notice period to employees affected.

Although not limited to the following, layoffs shall ordinarily be for lack of work and/or lack of funds. If it is determined that layoffs are necessary, employees shall be laid off in the following order:

- (a) temporary employees; seasonal employees; provisional employees; irregular part-time employees;
- (b) part-time employees included in the bargaining unit affected;
- (c) probationary employees; and;
- (d) in the event of further reductions in the labor force, employees shall be laid off in accordance with their seniority and their ability to perform the remaining work available without further training. When two (2) or more employees have relatively equal experience, skill, ability, and qualifications to do the work without further training, the employee(s) with the least seniority shall be laid off first.

Section 7. Recall

Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled, in the

inverse order of their layoff, provided they are presently qualified to perform the work to which they are recalled without substantially further training.

The Treasurer shall not hire new employees in bargaining unit positions so long as there are still employees on the recall list who are presently qualified to perform the work and are willing to be recalled.

Section 8. Recall Notice To Employees

Employees eligible for recall shall be given fourteen (14) calendar days notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union Representatives, provided that the employee must notify the Treasurer of his/her intention to return within three (3) days after receipt of notice of recall. The Treasurer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered or certified mail, return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the Treasurer with his/her latest mailing address.

Section 9. Transfer Out of Bargaining Unit

Any employee covered by this Agreement who is promoted to a job outside of the bargaining unit, but within the Treasurer's Office and at a later date returns to the bargaining unit will, for seniority purposes, continue to accrue seniority for time spent outside the bargaining unit but within the Treasurer's Office.

ARTICLE XII

VACANCIES: PROBATIONARY EMPLOYEES

Section 1. Permanent Vacancy

A permanent vacancy is created when the Employer determines to increase the work force and to fill a new position(s) or when any of the following personnel transactions take place in the bargaining unit and the Employer determines to replace the previous incumbent: termination, promotion, or demotions.

Section 2. Posting

Whenever a permanent vacancy occurs, other than a temporary vacancy as defined below, a notice of such vacancy shall be posted on all bulletin boards for ten (10) working days. During this period, employees who wish to apply for the vacancy, including employees on layoff, may do so.

Section 3. Selection

The Treasurer shall fill the permanent vacancy by promoting in order of seniority so long as such person is appropriately qualified.

Section 4. Temporary Vacancies

Temporary vacancies are defined as job vacancies that may periodically develop that do not exceed ninety (90) days. Job openings that recur on a regular basis and/or that remain open more than ninety (90) days at a time shall not be considered temporary job openings.

Section 5. Probationary Employees

An employee is “probationary” for the first six (6) months of employment. A temporary employee who becomes an employee in the same unit in which he/she was performing substantially the same work or for a continuous period immediately preceding the date he/she became an employee shall have such period retroactively counted towards completion of his/her probationary period. No matter concerning the discipline, layoff, or termination of a probationary employee shall be subject to the grievance and arbitration procedures.

A probationary employee shall have no seniority, except as otherwise provided in this Agreement, until he/she has complete the required probationary period. An employee who has a continuous period of temporary or part time employment and is hired full-time, shall have up to three (3) months count towards completion of his/her probationary period.

ARTICLE XIII

VACATIONS

Section 1. Vacation Accrual

All regular non-probationary full-time employees covered by this Agreement shall be entitled to vacation as follows:

- After completing 1 year..... 10 working days*
- After completing 5 years.... (fifth anniversary)... 15 working days*
- After completing 16 years ... (sixteenth anniversary)... 20 working days*

* Days per year

(NOTE: Working days for the purpose of this Article shall constitute only seven and one-half (7-1/2) hour period.)

After the completion of one (1) year of employment part-time employees averaging twenty (20) hours or more per week for the preceding year shall earn twenty (20) hours of paid vacation time per year. Paid time shall be used in the year eligible or it will be forfeited.

Section 2. Vacation Use

At the Treasurer’s discretion, employees may be allowed to carry over five (5) days maximum of vacation per year. Recognizing that vacation time is granted as a period of rest and renewal for the employee, payment in lieu of vacation time will be prohibited except at the Treasurer’s discretion and then, only in emergencies.

Section 3. Approval and Use

All vacation requests must be approved by the Employer. In approving such schedules, the Employer must consider the needs of the Treasurer's service and the seniority and wishes of the employee. Vacation may be used in two (2) hour increments. Each October 1 thru October 31 preceding the vacation year, employees may submit a vacation request form for up to one (1) full week in the upcoming vacation year. All vacation time requested during that period will be approved by seniority. Any vacation requests received after the October scheduling period will be approved on a first come first serve basis. The Treasurer reserves the right to modify/approve/deny request due to the seasonal nature of the work and the needs of the department.

Section 4. Separation

If an employee is terminated, quits, is laid off, or retires, he/she shall receive payment for any accrued unused vacation for that year. In case of death, it will be paid to the employee's spouse or estate.

ARTICLE XIV

HOLIDAYS

Section 1. Eligibility

All regular full-time employees will be entitled to a minimum of twelve (12) paid holidays a year. For purposes of this Article, holidays shall be based on a seven and one half hour (7.5) hour day period.

All regular part-time employees will be entitled to a minimum of twelve (12) paid holidays per year. For purposes of the Article, holidays shall be based on the average hours worked per day.

Section 2. Holidays Observed

New Years' Day
Martin Luther King Day
Presidents' Day
Good Friday – Full Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving
Christmas
Christmas Holiday (1)

Section 3. Separation

If an employee is terminated, quits, is laid off, or retires, he/she shall be paid any accrued unused holidays for that year. In case of death, it will be paid to the employee's spouse or estate.

ARTICLE XV

SICK LEAVE

Section 1. Personal and Sick Leave

Personal leave with pay may be granted to an employee who has been employed by the County for a period of no less than ninety (90) calendar days. Employees are granted three (3) days of personal leave on December 1st of each year. Personal leave may not be accumulated from one year to the next and payment in lieu of personal leave, under any circumstances, including termination or resignation, is not granted. Except in an emergency situation, employees shall consult the Treasurer three (3) working days in advance of a planned personal leave.

Part-time employees, after completing ninety (90) days of employment and averaging twenty (20) hours/wk or more shall receive fifteen (15) hours of personal time per year. Personal time shall not carry over one year to the next and is forfeited if not used.

Employees shall accrue paid sick leave at the rate of three (3) days on the first accrual date, and two (2) days on each accrual date thereafter, for a total of nine (9) days per fiscal Year. Accrual dates shall be December 1, March 1, June 1 and September 1.

Section 2. Sick Leave Accrued

Any hour in excess of seven hundred and twenty (720) will be purchased back at the rate of one for four at the end of each year. Sick leave shall accrue provided the employee is compensated for at least seventy-five (75) hours pay per month. Employees off work because of work related injury or illness shall continue to accrue sick leave earned during this period unless he/she returns to work.

Employees shall be allowed to accumulate unused paid sick leave and retain any such leave accumulated prior to the effective date of this Agreement. Such accrual shall be carried over annually and shall not be terminated at the end of each year up to a maximum of seven hundred and twenty (720) hours, with an amount over said being extinguished and not carried over into the next year.

Accumulated sick leave shall be paid to employees who are laid off, retired, and/or permanently and totally disabled pursuant to an order issued under the Illinois Workman's Compensation Act, said payouts for laid off and retired employees will be paid at the rate of "one for four", disabled employees will be paid on a "one for one" basis. The maximum hours to be paid out to employees laid off or retired with less than twenty (20) years service shall not exceed $\frac{1}{4}$ of seven hundred and twenty (720) hours, or one hundred and eighty (180) hours.

Upon retirement with twenty (20) or more years of service a maximum payout in cash shall be up to four hundred and thirty (430) hours, if accrued. In lieu of cash payout, upon retirement with twenty (20) or more years of service, employees shall have the option of receiving all hours accrued up to seven hundred and twenty (720) hours if converted to IMRF service credit.

Section 3. Use of Sick Leave

Accumulated paid sick leave may be used for illness, disability, or injury of the employee, appointments with professional medical practitioners, chiropractitioners, psychologists, or mental therapists, and in the event of illness, disability, or injury of a member of the employee's immediate family. Immediate family shall be defined as the spouse, children, parents, grandparents, grandchildren, brothers, sisters, step-parents, step-children, mother, father, brother, and sister-in-laws of any employee.

Section 4. Documentation of Illness

Accumulated paid sick leave shall be used in increments of no less than one (1) hour at a time. While the Department Head shall not discipline employees for legitimate use of such, the Department Head may require evidence of use of sick time for purposes contained within this section if reasonable grounds exist to suggest abuse. However, an employee who calls in sick and uses such sick leave in excess of three (3) consecutive days may require to produce a written statement by a physician verifying illness. Department Heads may ask for such documentation after one(1) day, if circumstances so warrant.

ARTICLE XVI

LEAVE OF ABSENCE

Section 1. Discretionary Leave

The Employer may grant, at its discretion, a leave of absence under this subsection to any bargaining unit employee for good and sufficient reason and may prescribe the terms and conditions for such leave, including whether or not such leave shall be with pay. However, such leave may not exceed six (6) months but may, with good cause, be extended for an additional six (6) month period. The provisions contained within this subsection do not include those remaining leaves provided for within this Article.

Section 2. Illness or Injury Leave Not Connected to Employment and Pregnancy Leave

In the event an employee is unable to work due to injury or illness, not connected to employment, the Employer shall grant a disability leave at a rate of pay of sixty (60%) percent of the employee's average weekly pay during the preceding months. Benefits begin on the 1st day and run no longer than 30 calendar days. During such leave, the employee shall provide written verification by a person licensed under the Illinois Medical Practice Act or similar laws of Illinois, specifying the diagnosis, prognosis, and

expected duration of disability. Such verification shall be provided at least every thirty (30) days during the period of disability unless the nature of the illness precludes the need for such.

Prior to requesting such leave, the employee shall inform the Employer in writing of the nature and approximate length of time needed for disability leave, which shall be provided by the attending physician.

If the Employer has reasons to believe the employee is able or unable to perform his/her job functions, or at any time during the period of disability, the Employer, may require the employee to have a physical examination by an impartial physician designated by the Employer to determine the employee's ability or inability to perform his/her job functions which shall be paid for by the Employer. Employees will be given the option of using sick leave or vacation before drawing this benefit. The Employer may require additional information from the attending physician to document the illness or injury.

Section 3. Military Leave

The Employer shall comply with state and federal laws for military leave.

Section 4. Bereavement Leave

When a death occurs of an employee's Mother, Father, Spouse or child bereavement leave granted shall be five (5) days. For members of the employees immediate family defined as step-parents, step-brothers, step-sisters, stepchildren, brother, sister, grandparents, grandparents of the spouse, grandchildren, brother-in-law, sister-in-law, and parents-in-law, such employee, upon request, shall be granted three (3) consecutive scheduled work days leave of absence with pay. Such employee, upon return to work, may be requested by the Employer to provide satisfactory evidence of such death. Attendance at the funeral for bereavement pay will no longer be required.

Section 5. Employment Required Continuing Education Leave

Courses of instruction, workshops, seminars, and any other continuing educational courses which the Employer requires the employee to attend shall be paid for by the Employer without any loss in the employee's time and rate of pay.

Section 6. Jury Leave

Full-time employees shall be granted paid leave for time spent in Jury service. Such employees shall sign their Jury duty check(s) over to the Treasurer, and in turn be compensated at their regular rate of pay. Upon conclusion of their Jury assignment, employees shall return to work for the duration of that respective work day.

Section 7. Failure to Return from Leave

Failure to return from a leave of absence after the expiration date therefrom shall be cause for immediate discharge with loss of all benefits and rights accrued pursuant to the terms of this Agreement. The provisions contained herein shall not apply in cases where it was impossible for the employee to return and evidence of such is provided to the Employer after the expiration date of such leave of absence or as soon as practical.

Section 8. Prohibition Against Misuse of Leaves

Any leaves granted pursuant to the terms of this Agreement, regardless of being with or without pay, shall not be used for the purposes of securing alternative employment. An employee during such leave may not be gainfully employed or independently self employed without prior approval by the Employer. Violation of the provisions contained within this Agreement shall subject the employee to immediate discharge or loss of all benefits and rights accrued pursuant to the terms of this Agreement.

ARTICLE XVII

WAGES

December 1, 2016 2.25%

December 1, 2017 2.0%

December 1, 2018 2.0%

Section 2:

An employee leaving employment covered by any collective bargaining agreement shall forfeit any retroactive economic increase regardless of the circumstances of said departure, unless said employee provides written notice to the Employer of the intent to receive retroactive pay within thirty (30) days of the final date of employment.

Section 3:

Nothing in this agreement shall obligate the county to continue any grant position if the funding source is diminished. The County will notify the Union prior to eliminating any grant position. The Union will be given the opportunity to provide input to the County and the County will consider alternatives offered by the Union regarding the elimination of work.

ARTICLE XVIII

HEALTH INSURANCE AND PENSION

Section 1. Health Insurance and Pension

The Employer shall at least maintain the present Health Insurance and Pension benefits provided to the employees covered by the terms of this Agreement.

The Employer shall institute a preauthorization and precertification program for employees that will receive inpatient hospital services. If the employee or health care provider fails to notify the Employers health insurance carrier of the recommended procedure before admittance into a health care facility, the employee shall be subject to an additional one hundred dollar (\$100.00) deductible.

Municipal Employees Retirement Health Insurance continuation privilege will be in accordance with state statutes. On the day of the retirement or disability period for the employee, they shall be offered the option of continued group insurance coverage at the same premium rate from time to time charged for equivalent coverage provided under the group policy with respect to covered employees whose retirement or disability period has not begun. The said premium rate shall be the rate established as the monthly fee for the entire cost of health insurance for either single or family coverage. The Employer shall not be required to pay any group insurance premium.

Within fifteen (15) days of the beginning of the retirement or disability period of any employee entitled to elect continued group insurance coverage under any group policy affected by this section, the Employer shall give written notice of such beginning to the insurance company issuing such policy. The notice shall include the employee's name and last known place of residence and the beginning date of the employee's retirement or disability period.

Within fifteen (15) days of receipt of such notice to the Employer, the insurance company shall give written notice to the employee at the employee's last known place of residence that coverage under the group policy may be continued to the retirement or disability period of the employee as provided in this section.

Within fifteen (15) day after receiving said notice from the insurance company, the employee shall notify the Employer of their intent to continue said coverage. Failure to notify the Employer within fifteen (15) days shall result in the automatic denial of said coverage.

Section 2. Eye Care Reimbursement

County employees shall be eligible for the insured vision plan as offered

| | |
|------------------------|------------------------------------------------------------|
| Employee | County pays for enrolled employee |
| Family Coverage Option | \$6.57 per month subject to plan percent increase annually |

All enrolled employees and family members shall contribute the copayments and cost-sharing as identified in the plan document.

Section 3. Health Insurance for Retirees

Retired employees shall pay 80 percent (80%) of the monthly rate as determined by the County for all categories. This payment shall be made to the County or the health insurance provider as designated by the County. All conditions of plan maintained by the County shall apply to retired employees receiving this benefit.

A retired employee shall be defined as an employee who leaves employment with the County in good standing after fifteen (15) or more years of service, is eligible for retirement by the rules and regulations of IMRF, and has not reached the age of sixty-five (65) or is otherwise eligible for Medicare or Medicaid. The retired employee shall indicate in writing within thirty (30) days after beginning retirement whether or not they

seek to continue with the County group medical insurance. Failure to inform the County in writing within thirty (30) days after beginning retirement whether or not they seek to continue with the County group medical insurance. Failure to inform the County in writing within thirty (30) days of the beginning of retirement shall cause forfeiture of this option.

Section 4. Employee Contributions

Employee Monthly Medical Contributions:

Prescription Drugs

Generic/Preferred Brand Name/Non-Preferred Brand Name

Current

\$10/\$35/\$50

Generic/Preferred Brand Name/Non-Preferred Brand Name/Specialty Medication

August 1, 2017

\$5/\$35/\$60/\$100

Note: Generic rate decreased

Mail Order

Generic/Preferred Brand Name/Non-Preferred Brand Name

Current

\$20/\$70/\$100

August 1, 2017

\$10/\$70/\$120

Employee Monthly Medical Contributions with Wellness Participation

| | <u>Current</u> | <u>August 1, 2017</u> | <u>August 1, 2018</u> | <u>August 1, 2019</u> |
|-------------|----------------|-----------------------|-----------------------|-----------------------|
| Single | \$158.00 | \$158.00 | \$178.00 | \$178.00 |
| EE Spouse | N/A | \$260.00 | \$310.00 | \$352.00 |
| EE Children | N/A | \$235.00 | \$270.00 | \$314.00 |
| Family | \$300.00 | \$300.00 | \$345.00 | \$375.00 |

Employee Monthly Medical Contributions without Wellness Participation

| | <u>Current</u> | <u>August 1, 2017</u> | <u>August 1, 2018</u> | <u>August 1, 2019</u> |
|-------------|----------------|-----------------------|-----------------------|-----------------------|
| Single | \$158.00 | \$188.00 | \$228.00 | \$228.00 |
| EE Spouse | N/A | \$301.00 | \$375.00 | \$425.00 |
| EE Children | N/A | \$259.00 | \$325.00 | \$395.00 |
| Family | \$300.00 | \$388.00 | \$475.00 | \$525.00 |

\$100 pre-certification penalties will be reimbursed by the County. The pre-certification requirement still remains.

Section 5. Dental Plan

Employee may choose any dentist. Employee may elect dental plan and not the health insurance plan.

Voluntary Plan

Employee Monthly Dental Contributions:

| | <u>Current</u> | <u>August 1, 2017</u> | <u>August 1, 2018</u> | <u>August 1, 2019</u> |
|--------|----------------|-----------------------|-----------------------|-----------------------|
| Single | \$31.00 | \$36.00 | \$41.00 | \$41.00 |
| Family | \$46.00 | \$51.00 | \$56.00 | \$56.00 |

Benefits: Type A preventive 10% (no deductible)
 Type B and C Basic and Major Service subject to \$50 Individual or \$100 family deductible then paid at 80%
 Type B or 50% Type C (see attached) includes Orthodontic benefit paid at 50% up to a \$1,250 lifetime Maximum per individual.

Deductible

| | <u>Current</u> | <u>August 1, 2017</u> | <u>January 1, 2018</u> | <u>January 1, 2019</u> |
|--------|----------------|-----------------------|------------------------|------------------------|
| Single | \$575.00 | 575.00 | \$575.00 | \$650.00 |
| Family | \$1,725.00 | \$1,725.00 | \$1,725.00 | \$1,950.00 |

Co-Pay

| | <u>Current</u> | <u>August 1, 2017</u> | <u>January 1, 2018</u> | <u>January 1, 2019</u> |
|-------------------|----------------|-----------------------|------------------------|------------------------|
| \$20/Office Visit | | \$25/Primary | \$25/Primary | \$35/Primary |
| | | \$35/Specialist | \$35/Specialist | \$50/Specialist |

Note: OBGYN is Primary

Emergency Room

| | <u>Current</u> | <u>August 1, 2017</u> | <u>January 1, 2018</u> | <u>January 1, 2019</u> |
|---------|----------------|-----------------------|------------------------|------------------------|
| \$75.00 | | \$150.00 | \$200.00 | \$250.00 |

ARTICLE XIX

MISCELLANEOUS PROVISIONS

Section 1. Identification of Gender

Use of either male or female in this Agreement shall be construed to also refer to the other.

Section 2. Unfair Labor Practice

The parties agree that it is in their best interest if, prior to either filing or proceeding of an unfair labor practice, the procedure set forth as Steps 3 and 4 of the grievance procedure shall be used upon consent of all the parties as a mediation of the matter in dispute and to that end adopt such procedure. This section shall not deprive any employee or the parties from proceeding with an unfair labor practice complaint under the Act.

Section 3. Employee Evaluations

The Employer will review, yearly, all employees on their anniversary date for their past performance. Employees will receive a copy of the review, and will have an opportunity to make comments on the review form. While the review may not be grieved, neither may it be treated as a written reprimand nor as any other form of discipline. The written job performance form shall be mutually agreed upon by union and management.

ARTICLE XX

ENTIRE AGREEMENT: SAVING CLAUSE

Section 1. Entire Agreement: Waiver

This Agreement constitutes the entire agreement between the parties and no verbal statements shall supersede any of its provisions. Any amendments supplemental hereto shall not be binding upon any party unless executed in writing by the parties hereto. The Employer and the Union Representatives, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with the respect to: (1) any subject or matter specifically referred to or covered in this Agreement; and (2) subjects or matters that arose as a result of the parties' proposals during bargaining, but which were not agreed to.

Section 2. Savings Clause

If any Article or Section of this Agreement or any addenda thereto shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall immediately negotiate a substitute for the invalidated Article, Section, or portion thereof.

XXI

DURATION

Term of Agreement

This Agreement shall be effective from December 1, 2016, and shall continue in full force and effect until midnight November 30, 2019, and thereafter from year to year unless not more than one hundred and twenty (120) days, but not less than sixty (60) days prior to 2019, or any subsequent November 30, 2019 either party gives written notice to the other of its intention to amend or terminate this Agreement. Negotiations for a new Agreement shall begin within thirty (30) days of such notice. If sixty (60) days after the commencement of negotiations, no new Agreement has been reached, either party may declare impasse.

Executed this _____ day of _____, 2018, after receiving Approval by the Boone County Board and after ratification by the Union within the bargaining units affected.

For the Union:
International Union, United Automobile,
Aerospace and Agricultural Implement
Workers of America, UAW, and its
Local Union No. 1761

For Boone County:

Chairman, Boone County Board

Ted Dever

Boone County Treasurer

Boone County Clerk

AYES: _____

NAYS: _____

ABSENT: _____

(COUNTY SEAL)