

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**CARROLL COUNTY BOARD
CARROLL COUNTY, ILLINOIS**

AND

**CHICAGO
REGIONAL COUNCIL OF CARPENTERS**

**CARPENTERS LOCAL UNION NO. 790
United Brotherhood of Carpenters &
Joiners of America**

EFFECTIVE DECEMBER 1, 2018 THROUGH NOVEMBER 30, 2021

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PREAMBLE

This agreement is entered into by and between Carroll County (by and through its duly constituted County Board), Carroll County Clerk/Recorder, Treasurer/Collector, and Assessor (joint employers, hereinafter collectively referred to as the "County" or "Employer"), and the Chicago Regional Council of Carpenters and its Local #790 (hereinafter collectively referred to as the "Union").

It is the intent and purpose of this Agreement to set forth the parties' entire agreement with respect to the rates of pay, hours of employment, fringe benefits, and other conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement; to prevent interruptions of work and interference with the efficient operations of the Employer; to encourage and improve efficiency, productivity and quality of service; and to provide procedures for the prompt and peaceful adjustment of grievances as provided herein.

In consideration of the mutual promises, covenants and agreements contained herein, the parties hereto do mutually covenant and agree as follows:

ARTICLE I RECOGNITION

ARTICLE I, SECTION 1 RECOGNITION

The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all regular full time employees employed by Carroll County in the Treasurer's Office, Office of the Supervisor of Assessments, and County Clerks and Recorder's Office in the following job classifications: Bookkeeper/Clerk, Payroll Clerk/Clerk, Tax Analyst/Clerk, Deputy Assessor, Deputy County Recorder and Deputy County Clerk. Excluded from the bargaining unit are all other employees, including, but not limited to, all employees of the County Highway Department; all employees of the Sheriff's Department; the Animal control Officer, the Zoning Administrator; all part-time employees; all elected officials, including all County Board members; all peace officers, dispatchers, correctional/security employees and fire fighters; and all managerial, supervisory, confidential, professional, short-term, security and craft employees, as defined by the Illinois Public Labor Relations Act (as it existed as of July 25, 2000).

ARTICLE I, SECTION 2 ACCESS OF UNION REPRESENTATIVES

Authorized representatives of the Union shall have reasonable access to the Employer's premises for the purpose of conferring with Employer representatives and/or employees in connection with administering the provisions of this Agreement. Where a Union Representative finds it necessary to enter the Employer's facility for this purpose, they shall give at least forty eight (48) hours advance notice to the appropriate County official except when attending grievance meetings or other meetings that have previously been scheduled by mutual agreement. Such visits shall not interfere with the operations of the County or the work time of any employee involved, except when a meeting is scheduled in advance by a County official on an employee's duty time for the convenience of the parties.

The Union may designate one (1) steward and one (1) alternate steward to assist it in administering this Agreement.

The Union shall advise the County in writing of its authorized representatives (business agent, legal counsel, Union officers) and any steward or alternative steward. The County shall not be required to recognize any Union representative who is not so identified in writing by an appropriate official of the Union.

ARTICLE II MANAGEMENT RIGHTS

ARTICLE II, SECTION 1 MANAGEMENT RIGHTS

Subject to the provisions of this Agreement the management of the operations of the Employer, the determination of its policies, budget, and operations, the manner of exercise of its statutory functions and the direction of its work force, including, but not limited to, the right to hire, promote, demote, transfer, allocate, assign and direct employees; to discipline, suspend and discharge for just cause; to relieve employees from duty because of lack of work or other reasons; to make and enforce reasonable rules of conduct and regulations; to determine the departments, divisions and sections and work to be performed therein; to determine quality; to determine the number of hours of work and shifts per work week, if any, to establish and change work schedules and assignments, the right to introduce new methods of operations, to eliminate relocate, transfer or subcontract work and to maintain efficiency in the Carroll County court facility is vested exclusively in the Employer provided the exercise of such rights by the Employer does not conflict with the express provisions of this Agreement which is subject to the grievance procedure.

ARTICLE II, SECTION 2 LIMITATIONS

Moreover, it is agreed and understood by the parties herein, that management and/or non-bargaining unit employees will not perform work which has been historically performed by bargaining unit employees, past practice to continue, except in cases of emergency and/or until after a reasonable effort has been made to utilize bargaining unit employees in the completion of the tasks, however, the parties agree that the utilization by the Employer of management and/or non-bargaining unit employees in the aforementioned circumstances will not be instigated by the employer for the sole objective of circumventing the overtime provisions contained herein and/or displacing bargaining unit employees.

ARTICLE III NON-DISCRIMINATION

ARTICLE III, SECTION 1 EQUAL EMPLOYMENT OPPORTUNITY

The Employer will continue to provide equal employment opportunity for all employees, and develop and apply equal employment practices.

ARTICLE III, SECTION 2 PROHIBITION AGAINST DISCRIMINATION

Both the Employer and the Union agree not to illegally discriminate against any employee on the basis of race, sex, creed, religion, color, marital or parental status, age, national origin, disability, political affiliation and/or beliefs, or sexual orientation.

ARTICLE III, SECTION 3 UNION MEMBERSHIP OR ACTIVITY

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

ARTICLE IV VACANCIES

ARTICLE IV, SECTION 1 VACANCIES

When the Employer determines there is a vacancy in the bargaining unit that it will fill, a notice of the vacancy will be posted in the Carroll County Courthouse for at least two (2) calendar days. Applications from current members of the bargaining unit, including those on layoff from a County Office other than the one where the vacancy exists, who apply for the vacancy will be given first consideration ahead of other applicants for the vacancy; nothing in this Section, however is intended to limit the ability of the County to seek and select the most qualified candidate for the vacancy, and the County's judgment in this regard may not be challenged or set aside unless it is shown to be arbitrary and capricious. If a bargaining unit member is selected for the vacancy, she shall be subject to a twenty-one (21) day trial period, during which time she may be returned to her original position if her new supervisor is dissatisfied with her work performance, abilities, skills, attitude or aptitude for the work. If an employee on layoff from a County Office other than the one where the vacancy exists is selected to fill the vacancy, they shall be removed from the recall list if they successfully pass the twenty one (21) day trial period.

ARTICLE IV, SECTION 2 UNION SECURITY

The Employer agrees that during the term of this Agreement it shall be a condition of employment that all present and future employees covered by this Agreement become members of the Union upon completion of their probationary period, or pay a reasonable service charge for representation by the Union pursuant to the Fair Share Agreement contained herein. An employee who fails to become or remain a Union member in good standing, or fails to pay their fair share for Union representation, shall be notified by mail at their last known address of their arrearage. Any such employee shall have twelve (12) days from the date of mailing to adjust any arrearage in dues or service fees. Any employee who fails to comply within the twelve (12) day period shall be terminated seventy-two (72) hours after the Employer has received written notice from an authorized representative of the Union. The Union hereby indemnifies and agrees to hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the Employer for the purpose of complying with the provisions of this Article.

ARTICLE IV, SECTION 3 DUES DEDUCTION

The Employer shall deduct from each paycheck and forward to the Union monthly a specified amount of dues for those employees signing a dues authorization card. The form will be provided by the Union. The Union shall indemnify, defend, and hold the Employer harmless against any claim, demand, suit, or liability arising from any actions taken by the Employer in compliance with this Section.

The Union shall provide to the Employer satisfactory proof of employee dues authorization and the amount of local membership dues. The Union shall advise the Employer of any change(s) in the amount of dues, in writing, at least fifteen (15) calendar days prior to the effective date of said change(s).

ARTICLE IV, SECTION 4 FAIR SHARE DEDUCTION

Any present employee covered by this Agreement who is not a member of the Union shall be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process, contract administration in pursuing matters affecting wages, hours, and other conditions of employment, but not to exceed the amount of dues uniformly required of members. All employees covered by this Agreement who are hired on or after the effective date of this Agreement and who have not made application for membership, shall, no later than the thirtieth (30th) day after their probationary period, also be required to pay a fair share as defined above. The Union hereby indemnifies and agrees to hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of any action taken by the Employer for the purpose of complying with the provisions of this Article.

ARTICLE V NO STRIKE-NO LOCKOUT

ARTICLE V, SECTION 1 STRIKE PROHIBITED

No employee shall engage in any strike, sit-in, slowdown, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Employer during the term of this Agreement.

ARTICLE V, SECTION 2 NO LOCKOUT

The Employer agrees that it will not lock out employees during the term of this agreement.

ARTICLE VI GRIEVANCE PROCEDURE AND CONDUCT OF UNION BUSINESS

ARTICLE VI, SECTION 1 GRIEVANCE PROCEDURE

A grievance is defined as a dispute or complaint arising under and during the term of this Agreement raised by an employee as to herself or by the Union against the Employer involving an alleged violation, misinterpretation or misapplication of an express written provision of this Agreement. A non-probationary employee may file a grievance over any disciplinary action. Grievances shall be processed and disposed of in the earliest possible time by use of the following procedure.

STEP NO. 1.

163 Within five (5) working days of the occurrence giving rise to the grievance or
164 within five (5) working days of the employee becoming aware of the occurrence giving
165 rise to said grievance, the employee and or the steward having the grievance shall
166 take it up with the Department Head or her designee. The Employer shall give its
167 answer to the employee, and/or the Union representative, within five (5) working days
168 after the presentation of the grievance in Step No. 1.

169
170 **STEP NO. 2.**

171 If the grievance is not settled in step No. 1, and the employee or union
172 representative wishes to appeal the grievance to Step No. 2 of the grievance procedure,
173 it shall be submitted in writing to the Chair of the County Board within seven (7)
174 working days after receiving the answer in Step No. 1 setting forth the objection to the
175 Step No. 1 answer. The Chair of the County Board or their designee(s), shall offer to
176 discuss the grievance within twenty one (21) calendar days with the grievant and the
177 authorized representative of the Union at a time mutually agreeable to the parties.
178 Such discussions shall include an opportunity, for the grievant and the Union
179 representative to present their side of the grievance to the County Board's Committee
180 or similar set of individuals designated by the County Board to exercise this
181 responsibility. This Committee when considering a grievance shall not include a
182 member of this bargaining unit. If no settlement is reached, the Chair of the County
183 Board or their designee(s) shall provide a written answer to the grievant and the
184 Union within seven (7) calendar days following their meeting or within thirty
185 (30) calendar days of the Chair's receipt of the appeal to Step No. 2, whichever occurs
186 first.

187
188 **STEP NO. 3.**

189 If the grievance is not settled in Step No. 2 and the Union wishes to appeal the
190 grievance from Step No. 2 of the grievance procedure, the Union may refer the
191 grievance to arbitration, as described below, within fourteen (14) calendar days of
192 receipt of the Employer's written answer as provided to the Union at Step No. 2 or
193 within seven (7) calendar days of when the Employer's answer in Step No. 2 was due:

- 194 a) The Parties shall attempt to agree upon an arbitrator within seven (7) calendar
195 days after receipt of the notice of referral. In the event the parties are unable to
196 agree upon the arbitrator within said seven (7) day period, the parties shall
197 jointly request the Federal Mediation and Conciliation Service to submit a panel
198 of seven (7) arbitrators who are all members of the National Academy of
199 Arbitrators and who reside in Illinois, Iowa or Wisconsin. Any fee for
200 requesting such panel shall be paid by the party requesting arbitration. Each
201 party retains the right to reject one panel in its entirety and request that a new
202 panel be submitted. Both the Employer and the Union shall have the right to
203 alternately strike three (3) names from the panel, with the party requesting
204 arbitration striking one name, and so on until one name remains. The person
205 remaining shall be the arbitrator.

- b) The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and Employer representatives.
- c) The Employer and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Employer and the Union retain the right to employ legal counsel.
- d) The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- e) More than one grievance may be submitted to the same arbitrator only where both parties mutually agree to do so in writing.
- f) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Employer and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

ARTICLE VI, SECTION 2 LIMITATIONS ON THE ARBITRATOR

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The Arbitrator shall be empowered only to determine the issued raised in writing in Step No.2. The Arbitrator shall have no authority to make a decision on any issue not so submitted or raised. Any decision or award of the arbitrator rendered within the limitations of this Section shall be final and binding upon the Employer, the Union and the employees covered by this Agreement.

ARTICLE VI, SECTION 3 GRIEVANCE PROCEDURE SPEEDUP.

A grievance may be advanced to any step in the grievance procedure if the parties so agree.

ARTICLE VI, SECTION 4 USE OF BULLETIN BOARDS.

The Employer hereby agrees to provide space for a bulletin board in a conspicuous area for posting of notices and Union business.

ARTICLE VII HOURS OF WORK/OVERTIME

ARTICLE VII, SECTION 1 WORK SCHEDULES

- a) The Work Week/Work Day: The workweek for payroll purposes begins at 12:00 a.m. on Sunday and continues through 12:00 midnight on Saturday. The normal regular workweek shall consist of five (5) consecutive days, Monday through Friday, and the normal regular workday shall be from 8:30 a.m. through 4:30 P.M. constituting a thirty-five (35) hour work week.
- b) Break Periods: Employees shall receive two (2) fifteen-minute break periods during each day. These breaks are to be taken at times designated by the Employer. Employees may not leave the Courthouse during said break periods.

- c) Lunch Periods: Employees will be granted a one (1) hour unpaid lunch period during their assigned work time. All lunch periods will be taken at times designated by the Employer.

ARTICLE VII, SECTION 2 COMPENSATORY TIME

In situations where the employee's supervisor determines it to be in the interest of the County, or when requested by the employee and agreed to by her supervisor, the County shall grant compensatory (comp) time off in lieu of overtime payment at the applicable rate. Compensatory time shall be added to an employee's comp time bank at straight-time or time and one-half rates, as applicable at the time the comp time is added to the bank (as a result, the employee will realize any overtime premium as comp time hours are used or paid out from their comp time bank on an hour-for-hour basis.

Compensatory time-off shall be taken at such time and in such time blocks as are established or agreed to by the employee's supervisor. No more than sixty (60) hours of compensatory time may be accumulated by an employee at any one time, and no more than thirty-five (35) hours may be carried over by an employee into the next fiscal year. Any compensatory time balances in an employee's compensatory time account in excess of thirty-five (35) hours shall be paid off on the final payroll at the end of the fiscal year. The employee's compensatory time account will be reduced by one hour for each hour paid.

ARTICLE VII, SECTION 3 OVERTIME

Employees shall be compensated at the rate of one and one-half (1 1/2) times their regular hourly rate of pay, or compensatory time if selected by the employee, for time worked in excess of forty (40) hours per workweek (workweek= 12:00 a.m. on Sunday and continues through 12:00 midnight of the following Saturday).

ARTICLE VIII SENIORITY, LAYOFF AND RECALL

ARTICLE VIII, SECTION 1 DEFINITION OF SENIORITY

Seniority shall be based on the length of time from the last date of beginning continuous full-time employment in any position covered by this Agreement, less adjustments for layoff, unauthorized absences or approved leaves of absence without pay. Seniority shall accumulate during all authorized paid leaves of absence. Seniority shall not accumulate during lay offs, unauthorized absences, or authorized unpaid leaves of absence, except as required by law. Conflicts of seniority shall be determined on the basis of the alphabetical order of employee's last names.

281 **ARTICLE VIII, SECTION 2 PROBATIONARY PERIOD**

282 All new employees and those hired after loss of seniority shall be considered
283 probationary employees until they complete a probationary period of six (6) months of
284 work. Time absent from duty or not served for any reason shall not apply toward
285 satisfaction of the probationary period, the employee may be disciplined, suspended,
286 laid off, demoted, transferred or terminated without cause at the sole discretion of the
287 Employer. No grievance shall be presented or entertained in connection with the
288 discipline, suspension, layoff, demotion, transfer or termination of a probationary
289 employee. There shall be no seniority among probationary employees. Upon successful
290 completion of the probationary period, an employee shall acquire seniority which shall
291 be retroactive to her last date of hire with the Employer in a position covered by this
292 Agreement.

293 **ARTICLE VIII, SECTION 3 LAYOFFS**

294 The Employer, in its discretion, shall determine whether a layoff of an employee
295 or employees within a position classification is necessary. If the Employer determines
296 that layoffs are necessary, then the least senior employee in the County Office and
297 position classification to be reduced shall be laid off first, provided that the remaining
298 employees in the Office involved are qualified to do the remaining work without
299 further training.

300 **ARTICLE VIII, SECTION 4 RECALL**

301 Non-probationary employees who are laid off shall be placed on a recall list for a
302 maximum period of one (1) year following the date of layoff. If there is a recall,
303 employees who are still on the recall list shall be recalled, in the inverse order of their
304 layoff, provided they are presently qualified to perform the work in the job
305 classification to which they are recalled without further training. An employee may
306 only be recalled to a job classification in the County Office from which they were laid
307 off.

Employees who are eligible for recall shall be given ten (10) calendar days' notice of recall (with the first of the ten (10) days being the date the notice to the employee is postmarked). The notice of recall shall be sent to the employee by certified mail with a copy similarly mailed or personally delivered to a designated representative of the Union, provided that the employee must notify the Employer (as specified in the notice of recall) of her intention to return to work within three (3) calendar days after receiving notice of recall. This three-day response deadline is simply the deadline for an employee to respond to the County that they intend to return to work; it is not the actual return to work date. The contemplated return to work date will be specified in the notice of recall, and will make reasonable allowances for a laid-off employee's need to give notice to another employer and make child care arrangements before returning to duty with the County. The County shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of each employee to provide the County Clerk with her latest mailing address. If an employee fails to timely respond to a recall notice her name shall be removed from the recall list. If the Employer has not heard from the employee within ten (10) calendar days of mailing a properly addressed notice of recall, the employee's name shall be removed from the recall list.

ARTICLE VIII, SECTION 5 TERMINATION OF SENIORITY

Seniority and the employment relationship shall be terminated for all purposes if the employee:

- a) Employee quits;
- b) Is discharged for just cause (probationary employees without cause);
- c) Retires or is retired;
- d) Falsifies the reason for a leave of absence or is found to be working during a leave of absence (unless such work is permitted secondary employment, the pursuit of which is not inconsistent with the reason for the leave, or is otherwise specifically approved in advance by the County in connection with granting the leave);
- e) Falsified her employment application;
- f) Fails to report to work on the first scheduled work day following the conclusion of an authorized leave of absence, layoff or vacation, except for good cause shown due to circumstances beyond the control of the employee;
- g) If laid off and fails to notify the Employer of her intent to return to work within three (3) calendar days after receipt of the Employer's notice of recall or to report for work at the time prescribed in the notice of recall or otherwise does not timely respond to a notice or recall as provided in ARTICLE VIII, SECTION 4 of this Agreement;
- h) Is laid off or otherwise does not perform bargaining unit work for a period in excess of one year or the length of the employee's seniority, whichever is less (except for military leave as provided by law); or

- i) Is absent for three (3) consecutive working days without notification to or authorization from the County.

ARTICLE VIII, SECTION 6 NO PYRAMIDING

Compensation shall not be paid or compensatory time taken more than once for the same hours under any provision of this Article or this Agreement. There shall be no pyramiding of overtime or premium compensation rates.

ARTICLE IX HOLIDAYS

ARTICLE IX, SECTION 1 HOLIDAYS OBSERVED

All employees with more than ninety (90) calendar days shall receive paid holidays annually as set forth by the County Board (with a minimum of thirteen (13) holidays per calendar year). When a holiday does not fall on a work day for the employee, it shall be observed on the day directed by the County Board (typically, if a holiday falls on a Saturday, the County Board will recognize and celebrate the holiday on the preceding Friday; and if it falls on a Sunday, the County Board will recognize and celebrate the holiday on the following Monday).

ARTICLE IX, SECTION 2 ELIGIBILITY REQUIREMENTS

To be eligible for holiday pay, an employee must have completed ninety (90) calendar days and must have worked the last scheduled work day before the holiday and the first scheduled work day after the holiday (in addition to the holiday when required), unless the employee is on approved paid leave of absence or FMLA.

ARTICLE IX, SECTION 3 HOLIDAY PAY-RATE

For each designated holiday an eligible employee will receive their regular day's pay at her regular straight-time hourly rate as holiday pay. In addition, if an employee works on a holiday, she shall receive pay for all hours actually worked, at one and one-half (1 1/2) times her regular hourly rate of pay.

ARTICLE X VACATIONS

ARTICLE X, SECTION 1 VACATION ENTITLEMENT

All employees covered by this agreement shall be entitled to accumulate vacation time in accordance with the following schedule, Employees with fifteen (15) years or more of service may roll over up to two (2) weeks of earned/unused vacation per year:

Years of Continuous service	Vacation Days earned	Vacation Hours earned
1 year through 6 years, inclusive	10 days	70 hours
7 years through 9 years, inclusive	13 days	91 hours
10 years through 14 years, inclusive	15 days	105 hours
15 years or more	20 days	140 hours

ARTICLE X, SECTION 2 VACATION ALLOWANCE AND ELIGIBILITY

Every employee shall be eligible to take paid vacation time after the completion of one (1) year of continuous full time employment with the County in a position covered by this agreement. Employees shall start to earn vacation allowance as their date of hire. Vacation allowances shall be earned monthly, based on the following schedule. When reaching an anniversary date that triggers a higher accrual rate, the higher rate shall begin to accrue in the first full month following the anniversary date.

Employees shall earn vacation allowances for any month in which they receive compensation for more than one hundred twenty (120) hours of work. For purposes of this Section only, vacations, holidays, comp time, jury leave, sick leave, funeral leave and FMLA leave shall be considered "hours of work", in addition to actual work time; no other paid or unpaid absence from duty shall be counted as "hours of work."

Vacation time will be earned at the following rates:

- a) Personnel with one (1) through six (6) years of credited service will accrue ten (10) working days or seventy (70) hours per year at the rate of five (5) hours and fifty (50) minutes per month.
- b) Personnel with seven (7) through (9) years of credited service will accrue thirteen (13) working days or ninety-one (91) hours per year at the rate of seven (7) hours and thirty-five minutes per month.
- c) Personnel with ten (10) through fourteen (14) years of credited service will accrue fifteen (15) working days or one hundred five (105) hours per year at the rate of eight (8) hours and forty-five (45) minutes per month.
- d) Personnel with fifteen (15) or more years of credited service will accrue twenty (20) working days or one hundred forty (140) hours per year at the rate of eleven (11) hours and forty (40) minutes per month.

ARTICLE X, SECTION 3 VACATION PAY-RATE

The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job classification on the payday immediately preceding the employee's vacation.

ARTICLE X, SECTION 4 VACATION SCHEDULING

The scheduling of all vacation time must be approved in advance by the employee's supervisor. Employees must have completed at least one (1) year of service before they can use accrued vacation time, after which time employees may take vacation in hourly increments. Employees will not be allowed to take vacation hours they have not earned (in other words, they may not run a negative balance of vacation hours). After completion of one (1) year of service, an employee will only be allowed to carry-over one (1) week or thirty-five (35) hours of vacation into the next calendar year. All vacation hours accrued in excess of thirty-five (35) hours and not taken by 12:00 midnight December 31st of each year will be forfeited. Records of vacation time earned, taken and forfeited shall be maintained by the Employer.

Ordinarily, vacations shall be scheduled in each Office on a first-come, first-served basis. Employees desiring to schedule more than five (5) days of vacation must submit the request at least seven (7) calendar days in advance to their supervisor. Employees desiring to schedule more than (1) day but less than five (5) days must submit the request at least twenty four (24) hours in advance. The final right to designate, approve and cancel vacation periods and to determine the maximum number of employee(s) in any given Office who may be on vacation at any one time is exclusively reserved by the County Office Holder in order to ensure the orderly performance of the services provided by the Employer.

ARTICLE X, SECTION 5 HOLIDAYS DURING VACATION

When a holiday falls during the period when an employee is on an approved vacation leave, such holiday will be paid as holiday leave; the employee's vacation leave will not be charged for the holiday.

ARTICLE X, SECTION 6 VACATION RIGHTS UPON LAYOFF OR TERMINATION

An employee who is laid off for more than ten (10) working days (upon the employee's written election), or who retires, dies, or voluntarily quits prior to taking earned vacation, shall be compensated in cash for the unused vacation she has accumulated but not used at the time of separation, provided the employee gives at least two (2) weeks advance notice in writing in the event of retirement or resignation. Payment shall be made on the next regularly scheduled payroll that is at least seven (7) calendar days after the employee's separation from active employment.

ARTICLE XI LEAVES OF ABSENCE

ARTICLE XI, SECTION 1 ALLOWANCE

It is the policy of the Employer to provide protection for its covered, full-time employees against loss of income because of illness. All eligible employees are encouraged to save as much leave as possible to meet serious illness situations. Leave is not intended for one day vacations or to extend vacation periods or holidays. Employees not using any sick leave during a calendar year will receive one (1) additional personal day per annum, which shall not be carried over and must be used the year following the year earned. There shall be two (2) personal days per year to use during the year with no carry over or accumulation. Twenty-four (24) hour notice shall be required for prior approval unless otherwise authorized. Personal days are to be used for personal reasons, not for extended vacation, same as sick leaves and both may be taken in hourly increments.

ARTICLE XI, SECTION 2 SICK LEAVE NOTIFICATION

It is the responsibility of each employee requesting paid sick leave to timely notify the Department Head, or their designee.

ARTICLE XI, SECTION 3 SICK LEAVE ACCUMULATION

All sick time must be approved by department heads and may be taken as follows:

- a) In hourly increments.
- b) For personal illness.
- c) For the illness of an immediate family member who requires the employee's personal care and attention.
- d) Enforced quarantine.
- e) Accumulated sick leave may be taken as a result of pregnancy and child birth or in the case of adoption. The normal amount of sick leave taken in such instances will be six (6) weeks, however, this period of time may be extended on advice of the attending physicians or with the approval of the department head.
- f) On-the-job injuries. Any employee who sustains injury on the job shall have the option to use his sick leave and/or vacation time, thereby extending his period of entitlement to full pay.

Sick Leave will be granted pursuant to the following:

- a) Employees covered by the terms of this Agreement, and Employees with more than six (6) months, shall be entitled to twelve (12) days leave per year accruing at one (1) seven (7) hour day per month during the calendar year which cannot be taken until earned.
- b) If the allowable period of twelve (12) days leave for the first year is not used, the unused portion shall be accumulated and shall be available to the employees in the second year, in addition to the twelve (12) days leave to which the employee would be entitled the second year, and, unused leave a to which the employee would be entitled the second year, plus any carryover from the first year shall be available to the employee in the third year, and, in a like manner, unused leave shall be accumulated until retirement from employment, and shall accumulate all days. When an employee retires, they shall be entitled to convert accumulated sick leave, up to the maximum allowable by law, to credit toward the Illinois Municipal Retirement Fund (IMRF).
- c) Employees shall be entitled to receive pay for leave for a period of three (3) successive days without submitting a physician's certificate attesting to the illness, but such certificate must be submitted before leave pay can be claimed for any period in excess of three (3) successive days.
- d) The Treasurer/Collector, Chief Assessor, or Recorder/Clerk (whichever appropriate under the circumstances) shall furnish the Clerk, the County Board Chairman, County Board Finance Committee, the Employee and the Union annually a list of all employees with a designation of unused leave days for the preceding fiscal year, the foregoing report shall be filed during December of each year and covering the preceding year for the period from December 1st to November 30th on forms to be furnished by the Clerk.

ARTICLE XI, SECTION 4 FUNERAL LEAVE

In the event of a death in a covered employee's immediate family, the employee will be allowed a leave of absence. Employees will be allowed up to four (4) days leave per incident with pay, at straight time, for time actually lost. Immediate family members are defined as including the employee's children (including step and guardian), father, mother, spouse, significant other, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandchildren and grandparents.

"Significant other" means that a relationship exists between two people, neither of whom is married, that is intended to remain indefinitely and where there is joint responsibility for each other's common welfare, there are significant shared financial obligations, and there is a shared primary residence. This relationship must have existed for at least six (6) continuous months before benefits under this Article may be provided.

ARTICLE XI, SECTION 5 JURY LEAVE

Any employee who is required to report for jury duty shall be excused from work without loss of regular straight-time pay for the days or portions thereof on which the employee must be present for such jury service and on which the employee would otherwise have been regularly scheduled to work. The employee shall submit a certificate evidencing the he/she appeared or served as a juror. To receive compensation from the County for such jury duty, the employee shall sign over to the County all compensation she receives for serving as a juror, except for compensation specifically designated as reimbursement for travel expenses (unless serving as a juror at the Carroll County Courthouse, in which case the travel reimbursement shall also be signed over to the County). An employee shall report to work during any part of a scheduled work day when she is not required to be in court for jury duty.

ARTICLE XI, SECTION 6 MILITARY LEAVE

Military leave shall be granted in accordance with the applicable law.

ARTICLE XI, SECTION 7 NON-EMPLOYMENT ELSEWHERE

A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Any employee who engaged in employment elsewhere (including self-employment) while on any leave of absence may be immediately terminated by the Employer (unless such work is permitted secondary employment, the pursuit of which is not inconsistent with the reason for the leave, or is otherwise specifically approved in advance by the County in connection with granting the leave).

ARTICLE XI, SECTION 8 SPECIAL LEAVES WITHOUT PAY

An employee may, upon written request to the County, be granted at the Employer's sole discretion a special unpaid leave of absence under such terms and conditions as the Employer may establish.

ARTICLE XII WAGES AND COMPENSATION

ARTICLE XII, SECTION 1 WAGES FOR FULL TIME EMPLOYEES

	<u>12/01/18 Hourly</u>	<u>12/01/19 Hourly</u>	<u>12/01/20 Hourly</u>
Loni Aude	\$21.49	\$22.13	\$22.79
Leah Eberle	\$20.66	\$21.28	\$21.92
Amy Buss	\$19.73	\$20.33	\$20.94
Kendra Strauch	\$19.49	\$20.07	\$20.67
Linda Kessler	\$19.38	\$19.97	\$20.57
Patty Hughes	\$14.92	\$15.37	\$15.83
Lydia Hutchcraft	\$12.36	\$12.73	\$13.11
Sandra Davis	\$12.36	\$12.73	\$13.11

Effective December 1, all employees shall receive a three percent (3) increase to their base wage each year as indicated in the above worksheet.

New hires starting hourly rate:

<u>12/01/18 Hourly</u>	<u>12/01/19 Hourly</u>	<u>12/01/20 Hourly</u>
\$12.00	\$12.00	\$12.29

ARTICLE XII, SECTION 2 MILEAGE COMPENSATION

Employees shall be reimbursed at the appropriate county rate for all miles traveled when the employer requires such travel.

ARTICLE XII, SECTION 3 TRAINING

It is agreed by the UNION and the EMPLOYER that additional job training is sometimes necessary to continue and upgrade the employee's skills. Reimbursement in full will be made to regular, full time employees under the following conditions:

- 1) The course or training is job related. UNION employees are eligible for tuition aide reimbursement if they take courses consistent with ability, potential and scholastic background and in the field of interest to the EMPLOYER.
- 2) To be eligible for reimbursement, a course must be approved in writing in advance by the EMPLOYER. Courses may be approved if they are consistent with standard college subjects and reasonably applicable to the work the employee performs, or that the employee might be reasonably expected to be qualified to do. A reasonable chance should exist for the employee to use the acquired skill or knowledge and that the EMPLOYER will eventually derive some benefit from it.

- 3) For employee's seeking an undergraduate degree, elective courses may be approved only after the employee has completed fifty percent (50%) of the required foundation and core courses for their major. No reimbursement will be allowed for graduate level college courses.
- 4) Reimbursement may be made for customary expenses, including books, tuition, and laboratory fees. The employee must submit a copy of the pre-approved tuition aide form, evidence of satisfactory completion of the course ("C" average or better), and an original receipt for expenses incurred within thirty (30) days of completion of the course.
- 5) If the employee terminates employment within one (1) year of completion of the course, the EMPLOYER will be reimbursed for any payments made above by the Employee.

ARTICLE XII, SECTION 4 WAGE INCREASES

All employees are subject to one raise at the beginning of each fiscal year only no matter what year(s) of service.

ARTICLE XIII INSURANCE AND PENSION

ARTICLE XIII, SECTION 1 HEALTH & LIFE INSURANCE

The Employer shall provide health and life insurance for each employee covered by this Collective Bargaining Agreement pursuant to the Agreement and Declarations of Trust of the Heartland Healthcare Fund, and any present or future amendments thereto. The Employer agrees to contribute on behalf of each employee covered by this Agreement up to \$338.75 per month for each respective employee. The employee shall be responsible for any family coverage. In the event the monthly premium rises above \$338.75, the Employer shall pay 80% above this amount and the employee shall be responsible via payroll deduction for 20%. The eighty percent (80%) the Employer pays over \$338.75 under the Heartland Healthcare Fund shall not exceed the eighty percent (80%) the Employer pays over the \$338.75 under the Employer's health insurance plan. The Employer shall not have any responsibilities as to the administration of any claims other than timely making the monthly premium payments to the Heartland Healthcare Fund. The Union shall provide the Employer with an address for where premium payments are to be submitted.

Employees may choose to participate in a health insurance plan as provided by the Employer which is separate from the Heartland Healthcare Fund. The employer will contribute \$338.74 per month to any employee choosing the Employer's health insurance plan. The employee shall be responsible for any family coverage. In the event the monthly premium rises above \$338.75, the Employer shall pay eighty percent (80%) above this amount and the employee shall be responsible via payroll deduction for twenty percent (20%). An employee may choose the selection of the stated health insurance providers once a year. Any employee choosing to switch from one health insurance plan to the other must do so during the open enrollment period designated by the health insurance provider they select. In addition, it is the employee's responsibility to give proper notice to the former health insurance provider that they are selecting a new provider. Upon selecting a health insurance plan, an employee must complete a health insurance provider selection form and the form must be retained and held on file by the Employer and the Union. Under no circumstances will the Employer pay for more than one health care insurance plan at any one time.

ARTICLE XIII, SECTION 2 PENSIONS

All employees covered by this Agreement who are eligible shall participate in and be covered by the Illinois Municipal Retirement Fund (IMRF), and said eligible employees and the County shall contribute to the IMRF as required by State Statute.

ARTICLE XIII, SECTION 3 RIGHT TO MAINTAIN COVERAGE WHILE ON UNPAID LEAVE OR ON LAYOFF

An employee who is on an approved unpaid leave of absence or who is on layoff with recall rights shall have the right to maintain insurance coverage by paying monthly in advance the full applicable monthly premium for employee coverage and, if desired, for dependent coverage.

ARTICLE XIV LEAVE UNDER THE FAMILY MEDICAL LEAVE ACT (FMLA)

An employee who has been employed by the Employer for twelve (12) months and who has completed one thousand two hundred fifty (1,250) hours of work during the twelve (12) month period immediately preceding the commencement of a leave of absence will be entitled to leave under the Family & Medical Leave Act (FMLA) in accordance with its provisions.

ARTICLE XIV, SECTION 1 YEAR FOR PURPOSE OF DETERMINING LEAVE ENTITLEMENT

For purposes of determining an employee's leave entitlement under this Article and the FMLA, a rolling twelve (12) month period measured backward from the date an employee uses any FMLA leave shall be the applicable measuring period.

**ARTICLE XIV, SECTION 2 PAYMENT OF GROUP INSURANCE PREMIUMS
DURING LEAVE**

Each employee on a leave issued under the FMLA shall remain responsible for paying the employee share of the premium for the insurance coverage elected by the employee upon expiration of their "FMLA leave" status. (While on "FMLA leave" status, the employee's share of the premium cost shall continue to be paid pursuant to the program as though they were on active duty status.) Such payment by the employee for their insurance premium shall be directly submitted to the employer, not later than the employee's normal payday, and shall be in the amount of premium owed by the employee. If the employee fails to timely pay such insurance premium payments, insurance coverage shall terminate for failure to pay.

ARTICLE XIV, SECTION 3 RATE OF PAY

For any paid leave taken by the employee, regardless of the type, the employee shall be compensated at their regular rate of pay at the time leave is taken and shall not be eligible for any pay increases experienced by the employee's during that leave period. Any pay increase experienced by the employee shall be issued upon their return to active duty status.

ARTICLE XV GENERAL PROVISIONS

ARTICLE XV, SECTION 1 WORK RULES

The Employer may adopt, change or modify work rules and regulations. Whenever the Employer changes work rules and regulations or issues new work rules and regulations, the Union representative shall be given five (5) working days prior notice, absent emergency circumstances, before the effective date of such and shall be afforded an opportunity to meet and discuss such changes with the Employer.

ARTICLE XVI DISCIPLINE AND DISCHARGE

ARTICLE XVI, SECTION 1 DISCIPLINE AND DISCHARGE

The Employer shall have the right to discharge, suspend and/or discipline for just cause. The parties recognize the principles of progressive and corrective discipline. Disciplinary action or measures shall include only the following (All reprimands to be reduced to writing):

Oral reprimand
Written reprimand
One (1) Day Suspension
Three (3) Day Suspension
Discharge

Disciplinary action may be imposed upon an employee only for just cause. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure.

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

ARTICLE XVI, SECTION 2 LIMITATION

The Employer's agreement to use progressive and corrective disciplinary action does not prohibit the Employer in any case from imposing discipline that is commensurate with the severity of the offense. The Employer shall notify both the employee and Union of disciplinary action. Such notification shall be in writing and shall reflect the specific nature of the offense.

Discipline herein provided shall not remain in effect for a period of more than twenty (20) months from the date of said discipline.

ARTICLE XVII PERSONNEL FILES

An employee's personnel file shall be made available for inspection by the employee or a designated representative thereof upon written request by the employee. All requests for file inspection shall be governed by the Illinois Employee Access to the Personnel Records Act, as amended, 820, ILCS 40/1. An employee involved in a pending grievance may designate in writing a Union representative to inspect her personnel file pursuant to the terms of the Illinois Employee Access to Personnel Records Act.

ARTICLE XVIII CONFLICT WITH LAW

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, the parties agree to meet to resolve such unlawful, invalid or unenforceable issues.

ARTICLE XIX MISCELLANEOUS

ARTICLE XIX, SECTION 1 GENDER OF WORDS

The female gender as used herein shall be deemed to include the masculine gender, unless the masculine gender is clearly inappropriate in the context of the provisions(s) concerned.

ARTICLE XIX, SECTION 2 RATIFICATION AND AMENDMENT

This agreement shall become effective, with an effective date of December 1, 2018, when ratified by the Union and the Carroll County Board and approved by the County Clerk, Treasurer and Assessor and signed by authorized representatives thereof, and may be amended or modified during its term only with mutual written consent of all parties.

ARTICLE XIX, SECTION 3 WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifyingly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though said subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XX SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, is or shall at any time be contrary to or unauthorized by law, or modified or affected by the subsequent enactment of law, or held invalid and unenforceable by operation of law or by any board, agency or court of competent jurisdiction, then such provision shall not be applicable or performed or enforced, except to the extent necessary to conform to law; provided that in such event all other provisions of the Agreement shall continue in effect.

If there is any conflict between the provisions of this Agreement and any legal obligations or affirmative action requirements imposed on the County by federal or state law, such legal obligations or affirmative action requirements thus imposed shall be controlling,

ARTICLE XXI DURATION AND TERMINATION

ARTICLE XXI, SECTION 1 TERM OF AGREEMENT

This Agreement shall be effective from December 1, 2018, and shall remain in full force and effect until November 30, 2021. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party to the other no less than ninety (90) days prior to expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

ARTICLE XXI, SECTION 2 CONTINUING EFFECT

Notwithstanding any provision of this Article of Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or Resolution of Impasse Procedure are continuing for a new Agreement or part thereof between the parties.

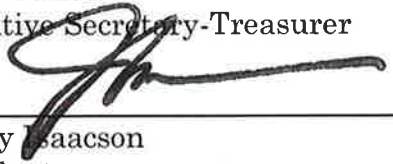
IN WITNESS WHEREOF, the parties hereto have affixed their signatures this

_____ day of _____, 2018.

CHICAGO REGIONAL COUNCIL OF
CARPENTERS



Gary Perina
Executive Secretary-Treasurer



Jeffrey Isaacson
President

CARROLL COUNTY BOARD
301 N MAIN ST
PO BOX 152
MOUNT CARROLL, IL 61053
Phone: 815-244-0226



Kevin Reibel
Carroll County Board Chairman



Brian Woessner
Carroll County Clerk & Recorder



Annette Gruhn
Carroll County Supervisor of
Assessments