

AGREEMENT No. 2019-09

COLLECTIVE BARGAINING AGREEMENT

Between

FRANKLIN COUNTY ANIMAL CONTROL

And

**THE LABORERS' INTERNATIONAL UNION OF NORTH
AMERICA,**

**THE SOUTHERN AND CENTRAL ILLINOIS LABORERS'
DISTRICT COUNCIL**

AND

LABORERS' LOCAL UNION 773

DURATION: JUNE 1, 2018 THROUGH NOVEMBER 3, 2021

COLLECTIVE BARGAINING AGREEMENT

PREAMBLE

This Agreement is entered into by the County of Franklin, a body politic, by its duly constituted County Board and the Animal Control of Franklin County, hereinafter referred to as "the Employer", and the Laborers' International Union of North America, The Southern and Central Illinois Laborers' District Council, and Laborers' Local 773, hereinafter referred to as the "UNION".

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Union representing the employees in the bargaining unit, and to make clear the basic terms upon which such relationship depends. It is the intent of both the Employer and the Union to work together to provide and maintain satisfactory terms and conditions of employment, and to prevent as well as to adjust misunderstandings and grievances relating to employees wages, hours and working conditions.

In consideration of mutual promises, covenants and Agreement contained herein, the parties hereto, by their duly authorized representative and/or agents, do mutually covenant and agree as follows:

ARTICLE 1
RECOGNITION

Section 1. Unit Description

The Employer hereby recognizes the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining on matters relating to wages, hours, and other terms and conditions of employment of all full-time employees in the bargaining unit, as follows:

Unit A: Includes all full-time sworn Animal Control personnel with the exception of the Animal Control Supervisor.

Section 2. Supervisors

Supervisors may continue to perform bargaining unit work.

Section 3. Short-Term / Part-Time Employees

The Employer may continue to utilize the services of short-term and part-time employees to perform bargaining unit work in accordance with past practice, providing such utilization does not reduce hours and benefits of bargaining unit personnel. Part-time employees who do not normally work more than nineteen (19) hours in the work week and short term or part-time employees shall not be recognized as a part of the bargaining unit.

ARTICLE 2
NEW CLASSIFICATIONS AND VACANCIES

Section 1. Classifications

The job duties and manpower needs in Franklin County Animal Control, and accordingly, the terms and conditions of employment may vary as allowed by this Contract.

Section 2. New Classifications

Where the Employer finds it necessary to create a new job classification, the work of which falls within the scope of the bargaining unit, the Employer and Union agree to jointly petition the Federal Mediation and Conciliation Services to seek the necessary unit clarification.

If the inclusion of a new position classification is agreed to by the parties or found appropriate by the Labor Board, the parties shall negotiate as to the proper pay grade for the classification. If no agreement is reached within thirty (30) calendar days from the date its inclusion was determined, the Union may appeal the proposed pay grade to the 2nd step of the grievance procedure.

The second step grievance committee shall determine the reasonableness of the proposed salary grade in relationship to:

- (1) The job content and responsibilities attached thereto in comparison with the job content and responsibilities of other position classifications in the Employers work force;
- (2) Like positions with similar job content and responsibilities within the labor market generally;
- (3) Significant differences in working conditions to comparable position classifications.

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

If the decision of the second step grievance committee or arbitrator is to increase the pay grade of the position classification, such rate change shall be applied from the date of its installation.

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.

Section 3. Vacancies

Vacancies shall be created and filled by the County.

ARTICLE 3
NON-DISCRIMINATION

Section 1. Equal Employment Opportunity

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

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, political affiliation and/or beliefs, mental or physical disability, sexual orientation, a person having obtained a Order of Protection, or against a person who has sought an Order of Protection, or the exercise of constitutional rights.

Section 3. Union Membership or Activity

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

Section 4. Use of Masculine Pronoun

The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

ARTICLE 4
MANAGEMENT RIGHTS

The Employer possesses the sole right to operate the Animal Control of the County and all management rights repose in it. Nothing herein shall affect the internal control authority of the Supervisor. Except as specifically amended, changed or modified by the Agreement, these rights include, but are not limited to, the following:

- (1) To direct all operations of the County;
- (2) To establish reasonable work rules and schedules of work;
- (3) To hire or promote transfer, schedule and assign employees in positions and to create, combine, modify and eliminate positions within the County;
- (4) To suspend, discharge and take other disciplinary action against employees for just cause;
- (5) To lay off employees;
- (6) To maintain efficiency of County operations;
- (7) To introduce new or improved methods or facilities;
- (8) To change existing methods or facilities;

- (9) To determine the kinds and amounts of services to be performed as pertains to County operations; and the number and kind of classifications to perform such services;
- (10) To contract out for goods or services;
- (11) To take whatever action is necessary to carry out the functions of the County in situations of emergency.
- (12) Relieve employees from duty because of lack of work or other legitimate reasons;
- (13) To make and enforce reasonable rules of conduct and regulations;
- (14) Determine quality;
- (15) Determine the number of hours of work and shifts per work week, if any;
- (16) Implement and maintain an employee assistance plan to determine the existence of potential drug/alcohol abuse.
- (17) The County reserves the right to continue with its practice of using volunteers to help accomplish the Animal Control mission and responsibilities of the County.

It is understood and agreed that any of the rights, powers, or authority the County had prior to the signing of this Agreement are retained by the County except those specifically abridged, granted, or modified by this Agreement.

ARTICLE 5 **DUES DEDUCTION AND FAIR SHARE**

Section 1. Dues Deduction

Upon receipt of a written and signed authorization form (See Appendix "A") from an employee, the Employer shall deduct the amount of Union dues and initiation fee, if any, set forth in such form and any authorized increases therein, and shall, remit such deductions monthly to the Laborers Union at the address designated by the Union in accordance with the laws of the State of Illinois. The Employer shall submit to the Labor Union with each dues payment a list of those employees from whom the dues deductions were made and the amounts of those deductions. The Union shall advise the Employer of any increase in dues, in writing, at least thirty (30) days prior to its effective date.

Section 2. Dues

With respect to any employee on whose behalf the Employer receives written authorization in a form agreed upon by the Union and the Employer, the Employer shall deduct from the wages of the employees the dues and/or financial obligation uniformly required and shall forward the full amount to the Union by the tenth (10th) day of the month following the month in which the deductions are made. The amounts deducted shall be in accordance with the schedule to be submitted to the Employer by the Union. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Union during the fifteen (15) day period prior to the expiration of this Agreement.

Section 3.

Indemnification

The Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) for all legal costs that shall arise out of or by reason of action taken or not taken by the Employer in complying with the provisions of this Article. If an improper deduction is made, the Union shall refund directly to the employee any such amount.

ARTICLE 6
SUBCONTRACTING

Section 1. General Policy

It is the general policy of the Employer to continue to utilize employees to perform work they are qualified to perform. However, the Employer reserves the right to contract out any work it deems necessary in the interests of economy, improved work product, or emergency. Further, as stated in the Management Rights Clause, nothing contained in this Contract shall prohibit or limit the right of the County to use volunteers to help accomplish the Animal Control mission and responsibility of the County

ARTICLE 7
NO STRIKE – NO LOCKOUT

Section 1. No Strike – No Lockout Commitment

Neither the Union nor any employee will call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage, slow down, or the concerted interference with the full, faithful and proper performance of the duties of employment with the Employer during the term of this Agreement. Neither the Union nor any employee shall refuse to cross any picket line, by whomever established. The employer agrees that it will not lock out employees during the term of this agreement.

Section 2. Resumption of Operations

In the event of action prohibited by Section 1 above, the Union immediately shall disavow such action and request the employees to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Union, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

Section 3. Discipline of Strikers

Any employee who violates the provisions of Section 1 of this Article shall be subject to immediate discharge. Any action taken by the Employer against any employee who participates in action prohibited by Section 1 above shall not be considered as a

violation of this Agreement and shall not be subject to the provisions of the grievance procedure, except that the issue of whether an employee in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure.

ARTICLE 8 **PERSONNEL FILES**

Section 1. Personnel Files

The County shall comply with the Illinois Employees Personnel Record Act.

Section 2. Inspection

Upon request of an employee, the Employer shall reasonably permit an employee to inspect his personnel file subject to the following:

- (1) Such inspection shall occur within forty-eight (48) hours following receipt of the request;
- (2) Such inspection shall occur during daytime working hours Monday through Friday upon written request by the employee. Further, a Union representative may be present if requested;
- (3) The employee shall not be permitted to remove any part of the personnel file from the premises but may obtain copies of any information contained therein upon payment for the cost of copying;
- (4) Upon written authorization by the requesting employee, in cases where such employee has a written grievance pending, and is inspecting his file with respect to such grievance, that employee may have a representative of the Union present during such inspection and/or may designate in such written authorization that said representative may inspect his personnel file subject to the procedures contained in this Article;
- (5) Pre-employment information and other matters exempt by the Illinois Personnel Records Review Act, such as reference reports, credit checks or information provided the Employer with a 'specific request that it remain confidential, shall not be subject to inspection or copying.

Section 3. Notification

Employees shall be given immediate notice by Employer when a formal, written warning or other disciplinary documentation is permanently placed in their personnel file.

Section 4. Limitation on Use of File Material

It is agreed that any material or matter not available for inspection, such as provided in Section 1 and 2 above, shall be governed by Section 40/4 of the Personnel Records Review Act.

Section 5. Employee Additions to Personnel File

An employee may submit without the necessity of supervisory approval, documents to become a permanent part of the personnel file. Such documents shall include, but not be limited to, certificates of special training, letters of commendation, documentation of accomplishment, or other material that would be favorable to the employee's interests.

ARTICLE 9
DISCIPLINE AND DISCHARGE

Section 1. Discipline and Discharge

The parties recognize the principles of progressive and corrective discipline.

Disciplinary action or measures shall include only the following:

- oral reprimand
- written reprimand demotion
- suspension (with or without pay) (notice to be given in writing)
- discharge

Disciplinary action may be imposed upon an employee only for just cause. Any disciplinary action or measure imposed upon an employee may be appealed. If the Employer has reason to reprimand an employee, it shall be done in private and in a manner that will not embarrass the employee before other employees or the public.

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 which 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.

Section 3. Pre-disciplinary Meeting

For other than oral and written reprimands, prior to notifying the employee of the contemplated severe (i.e. suspension without pay or termination) discipline to be imposed, the Employer will normally meet with the employee involved and inform the employee of the reason for such contemplated discipline. The employee shall be informed of his contract rights to Union representation and shall be entitled to such, if so requested by the employee, and the employee and Union Rep shall be given the opportunity to rebut or clarify the reasons for such discipline and further provided that a Union Rep shall be available within an reasonable amount of time. If the employee does

not request Union representation, a Union Rep shall nevertheless be entitled to be present as a non-active participant at any and all such meetings.

ARTICLE 10 **DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE**

Section 1. Definition of a Grievance

A grievance is defined as any unresolved difference between the Employer and the Union or any employee regarding the application, meaning or interpretation of this Agreement. No grievance shall be entertained or processed unless it is submitted at Step 1 (or at a higher step, if initially filed at a higher step) within ten (10) working days from the occurrence of the event first giving rise to the grievance or within ten (10) working days after the employee or the Union, through use of reasonable diligence, could have obtained knowledge of the occurrence of the event first giving rise to the grievance.

Section 2. Dispute Resolution

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

The employee shall make his complaint to his immediate supervisor. The supervisor will notify the employee of the decision within five (5) working days following the day when the complaint was made. Withdrawals at this step shall not constitute a precedent in the handling of other grievances. In the event of a complaint, the employee shall first complete his assigned work task, and complain later.

Section 3. Representation

Grievances may be processed by the Union on behalf of an employee or on behalf of a group of employees. The Employer may file contract grievances directly at Step 3, Section 8 of this Article. Either party may have the grievant or one grievant representing a group of grievants present at any step of the grievance procedure, and the employee is entitled to Union representation at each and every step of the grievance procedure upon his request.

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

Section 4. Subject Matter

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

Section 5. Time Limitations

If a grievance is not presented by the employee or the Union within the time limits set forth above, it shall be considered "waived" and may not be pursued further. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered denied. If the County does not hold a meeting or answer a grievance or an appeal thereof within the specified time limits, the grievant may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article. The parties may also agree in writing to allow a grievance to be settled or withdrawn without precedent or prejudice.

Section 6. Grievance Processing

No employee or Union representative shall leave his work assignment to investigate, file or process grievances without first making mutual arrangements with his supervisor, and such mutual arrangements shall not be denied unreasonably. In the event of a grievance, the employee shall always perform his assigned work task and grieve his complaint later, unless the employee reasonably believes that the assignment endangers his safety.

Section 7. Grievance Meetings

A maximum of one (1) employees (the grievant and/or Union Rep) per work shift shall be excused from work with pay to participate in a Step 1 or Step 2 grievance meeting. The employee(s) shall only be excused for the amount of time reasonably required to present the grievance. The employee(s) shall not be paid for any time during which a grievance meeting occurs outside of the employee's work shift. In the event of a grievance, the employee shall first perform his assigned work task and file his grievance later.

Section 8. Steps in Procedure

Disputes arising under this Agreement shall be resolved as follows:

Step 1.

If no agreement is reached between the employee and the supervisor, as provided for in Section 2 Dispute Resolution, the Union shall prepare a written grievance on a form mutually agreed to and presented to the Supervisor no later than ten (10) working days after the employee was notified of the decision by the Supervisor. Presentation to and receipt of the grievance by the Supervisor or by certified mail shall constitute proof of service. Within five (5) working days after the grievance has been submitted, the Supervisor shall meet with the grievant and the Union Rep to discuss the grievance and make a good faith attempt to resolve the grievance. The Supervisor shall respond in writing to the grievant and the Union Rep within five (5) working days following the meeting.

Any decision of the Supervisor shall be considered precedent unless appealed to the next level.

In the event the grievance involves a personnel matter, any appeal from the Supervisor's decision proceeds to Step 3 of this grievance procedure.

Step 2.

If the grievance involves an economic issue, and is not settled at Step 1 the grievance may be referred in writing, within five (5) working days after the decision of the Supervisor, to the Franklin County Board. Within twenty (20) working days after the grievance has been filed with the Board, or its Committee, shall meet with the Union and the grievant to discuss the grievance and make a good faith effort to resolve the grievance. The Board, or its Committee shall respond in writing to the grievant and the Union within five (5) working days following the meeting.

Step 3.

If the dispute is not settled at Step 2, the matter may be submitted to arbitration within ten (10) working days after the Board's or its Committee's written decision or the expiration of the five (5) day period if the Board or its Committee fails to render a written decision. Within ten (10) working days after the matter has been submitted to arbitration, a representative of the Employer and the Union, the parties shall request the FMCS to submit a list of seven (7) arbitrators. Either party shall have the right to reject an entire list of arbitrators. The arbitrator shall be selected from the list of seven (7) by alternate strikes by the Employer representative and the Union. The Employer and the Union shall take turns as to the first strike. The person whose name remains on the list shall be the arbitrator. The arbitrator shall be notified of his selection by a joint letter from the Employer and the Union. Such letter shall request the arbitrator to set a time and a 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. All hearings shall be held in the city of Benton, Illinois unless otherwise agreed to.

Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator.

The Employer or Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its witness.

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 expenses and fees of arbitration and the cost of the hearing room shall be shared equally by the Employer and Union. Costs of arbitration shall include the arbitrator's fees, room cost and transcription costs. Nothing in this Article shall preclude the Employer and Union from agreeing to use the expedited arbitration procedures of the

FMCS. The decision and award of the arbitrator shall be made within a reasonable period of time following the hearing and shall be final and binding on the Employer, the Union and the employee or employees involved. The arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of the Agreement.

The Arbitrator shall have no power to add to or change the provisions of this Agreement. The Arbitrator's decision shall be final and binding on both parties.

ARTICLE 11 **SENIORITY**

Section 1. Definition of Seniority

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

Section 2. Probation Period

An employee is a "probationary employee" for the first ninety (90) days of employment. The County shall have the right to extend the probationary period for an additional thirty (30) days. 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 has completed his probationary period. Upon the completion of his probationary period, he will acquire seniority from his date of hire.

Section 3. Seniority List

The Employer and Union have agreed upon the initial seniority list setting forth the present seniority dates for all employees covered by this Agreement and shall become effective on or after the date of execution of this Agreement. Such lists shall finally resolve all questions of seniority affecting employees covered under this Agreement or employed at the time the Agreement becomes effective. Disputes as to seniority listing shall be resolved through the grievance procedure. The initial agreed list is attached hereto as Appendix "B" and made a part hereof.

Section 4. Termination of Seniority

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

- (1) quits; or
- (2) is discharged for just cause; or
- (3) is laid off pursuant to the provisions of the applicable agreement for a period of twenty-four (24) months; or
- (4) accepts gainful employment while on an approved leave of absence from Animal Control, or

- (5) is absent for three consecutive scheduled workdays without proper notification or authorization; or
- (6) fails to return to work at the conclusion of an approved leave of absence for a period of three (3) consecutive days.

Section 5. Seniority While On Leave

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

Section 6. Conflicts in Vacation

Employees shall select the periods of their annual vacation on the basis of seniority. Vacation schedules may be adjusted to accommodate seasonal operations, significant revision in organization, work assignments or the number of personnel in particular ranks. Provided however, that no more than one employee from each classification may take vacation at the same time, unless permission is granted by the Supervisor, and no employee shall receive priority for more than two weeks of vacation per year.

ARTICLE 12
LAYOFF

Section 1. Layoff and Recall

The Employer in his discretion shall determine whether layoffs are necessary. Although not limited to the following, layoffs shall ordinarily be for reduction in services and/or lack of funds. If it is determined that layoffs are necessary, employees will be laid off in the following order:

1. Probationary employees within the affected department.
2. In the event of further reductions in force, employees will be laid off from the affected department in reverse order of their seniority and with ability to perform the remaining work available without further training.

Employees who are laid off shall be placed on a recall list of the department for a period of eighteen (18) months. 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 in the department to which they are recalled without further training. If an employee is recalled to a position (or a similar position at same or higher rate of pay) and refuses it, such refusal shall terminate all further recall rights.

Employees who are eligible for recall shall be given seven (7) calendar days' notice of recall and notice shall be sent to the employee by certified or registered mail with a copy to the Union, providing that the employee must notify the Employer of their intention to return within five (5) days after receiving notice of recall. The Employer

shall be deemed to have fulfilled its obligation by mailing the recall notices by registered mail, return receipt requested, to the mailing address provided by the employee, it being the obligation of the employee to provide the employer of their latest mailing address.

ARTICLE 13 **UNION REPRESENTATIVES**

For the purpose of administering and enforcing the provisions of this Agreement, the Employer agrees as follows:

Section 1. Grievance Processing

Reasonable time while on duty shall be permitted Union representatives for the purpose of aiding or assisting or otherwise representing employees in the handling and processing of grievances or exercising other rights set forth in this Agreement, and such reasonable time shall be without loss of pay.

Section 2. Attendance at Convention or Conference

Any employee(s) chosen as delegate(s) to an Union State or National Conference will, upon written application approved by the Union and submitted to the Employer with at least fourteen (14) days notice, be given a leave of absence without pay for the period of time required to attend such convention or conference. This period of time not is to exceed one (1) week. The employee may utilize existing vacation or compensatory time in lieu of such unpaid leave, subject to scheduling requirements of Animal Control. Such requests shall not be unreasonably denied.

Section 3. Union Negotiating Team

Members designated as being on the Union negotiating team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay. If a designated Union negotiating team member is in regular day-off status on the day of negotiations, he will not be compensated for attending the session.

ARTICLE 14 **INDEMNIFICATION**

Section 1. Legal Representation

Employees shall have legal representation by the Employer in any civil cause of action brought against an employee resulting from or arising out of the performance of duties.

Section 2. Cooperation

Employees shall be required to cooperate with the Employer during the course of the investigation, administration or litigation of any claim arising under this Article.

Section 3. Applicability

The Employer will provide the protections as specified above, so long as the employee is acting within the scope of his employment and where the employee cooperates, as defined in Section 3, with the Employer in defense of the action or actions or claims. Acts of willful misconduct are not covered by this Article.

ARTICLE 15
HOLIDAYS

Section 1. Paid Holidays

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

- | | |
|-----------------------------|-------------------------------|
| New Year's Day | Labor Day |
| Martin Luther King Birthday | Columbus Day |
| Lincoln's Birthday | Veterans Day |
| Washington's Birthday | Thanksgiving Day |
| Good Friday | Friday following Thanksgiving |
| Memorial Day | Christmas Day |
| Independence Day | |

Section 2. Working on Holidays

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

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

Holiday pay shall be granted to animal Control for work performed on the actual day of the holiday. For the purposes of this Article, holiday pay shall be received by any employee whose work day begins during the twenty-four (24) hour period 0000-2359 hours of the holiday.

Section 3. Qualifying Work

In order to qualify for holiday pay, all employees shall work their last regularly scheduled work day before the holiday and their first regularly scheduled work day after the holiday. Employees on approved paid time off on the work day before and/or after shall be considered working for purposes of this section.

ARTICLE 16
VACATIONS

Section 1. Vacation Scheduling

Vacation shall be scheduled on a first-come first-serve basis.

Section 2. Vacation Earned

Employees shall accrue credit for vacations according to the following schedule:

1 Year through 5 Years	80 hours
6 Years through 10 Years	120 hours
More than 10 Years	the equivalent of one shift added per year to a maximum of 200 hours

Employees shall be permitted to take accrued vacation at any time of the year and in any increment of time from one (1) day to the entire credit. Employees must request vacation time at least forty-eight (48) hours in advance which request may be denied based upon the needs of the County.

Section 3. Carry-over of Vacation Credit

Existing Employees as of the signing of this contract shall be permitted to continue to carry any accrued vacation time previously accrued (maximum of 86 hours) prior to June 1, 2018. Once that balance is reduced it shall not be permitted to replenished. No future accrual shall be permitted.

Beginning December 1, 2019, employees will no longer be permitted to carry over any vacation time. Vacation time shall be "use it or lose it" unless the Animal Control Supervisor does not allow for Vacation Time to be used through "no fault" of the employee.

Additionally, beginning December 1, 2019, employees will be permitted to opt to "cash in" 40 hours of vacation time each fiscal year with at least 2 weeks advance notice of such desire to do so.

Section 4. Vacation Pay

All vacation leave will be paid for at the regular hourly rate and on the basis of the hours in the normal work day.

Section 5. Vacation Reduction

The vacation schedule set forth in Section 1 assumes that employees work their scheduled number of hours each year. No vacation days or time shall accrue during scheduled work missed by an employee due to unpaid leave, workman's compensation, disability leave or unscheduled absence.

ARTICLE 17
SICK LEAVE

Section 1. Allowance

It is the policy of Franklin County to provide protection for its fulltime employees against loss of income because of illness. All eligible employees are encouraged to save as much sick leave as possible to meet serious illness situations. Sick leave is not intended for a one-day vacation or to be used to extend vacation periods or holidays.

Any employee contracting or incurring any non-service connected sickness or disability, which renders such employee unable to perform the duties of his employment, shall receive sick leave with pay in accordance with this Agreement. An employee may also utilize sick days to care for members of his or her immediate family who are residents of the employee's household who are ill and in need of attention. Members of the immediate family for purposes of this Article are defined to be the employee's mother, father, wife, husband, daughter, son, or another person permanently residing in the home.

Section 2. Accumulation

Sick leave will be granted at the rate of one (1) sick day per month of service. Sick leave may be accumulated and carried over from year to year. No payments for unused sick leave will be made by the Employer at termination of employment or during employment except as provided in Section 5.

Section 3. Procedures

No employee will be permitted to take leave if it has not yet been earned. Sick leave shall be paid at full pay at the current rate of compensation.

Sick leave may be utilized by employees when they are sufficiently ill so that good judgment would determine it best not to report to work or in the event of injury not arising out of or in the course of their employment and for routine medical and dental appointments. All foreseeable leave for such purposes shall require a specific prior approval of the Supervisor, in the event of sick leave for any purpose, the Supervisor may require the certificate of a physician giving information as to the circumstances involved.

Employees who are unable to return to work upon expiration of sick leave benefits and all other authorized benefit time must request a leave of absence without pay. Failure to apply for a leave of absence for extended illness upon expiration of all such benefits will result in automatic termination.

Any absence of three (3) working days or longer may require a physician's statement of release and verification substantiating that he may return to work. In addition, when there is reasonable cause to suspect abuse of Sick Leave the Supervisor may require a physician's statement at any time. Notice of an employee's desire to return to work after an extended illness must be given to the Supervisor no less than forty-eight (48) hours in advance.

The Supervisor or any authorized supervisor may direct an employee who appears ill to leave work to protect the health of other employees. An employee shall be paid sick leave equivalent to the normally scheduled straight time day.

The Supervisor shall maintain a record of sick leave accrual, sick leave taken, and the balance of sick leave allowance available for the individual employees.

Section 4. Sick Leave Abuse Sanctions

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

Upon sufficient evidence of the abuse of such sick leave, the employee shall not be paid for such leave taken nor shall the employee accrue any rights such as seniority or other rights. Sufficient evidence of abuse shall be presumed if the employee is found not to be home or the employee cannot establish that he has sought medical treatment. "Abuse" of sick leave shall subject the employee to disciplinary action pursuant to the terms of this Agreement. All employees agree to cooperate fully with the County in verifying illness.

Section 5. Payment of Unused Sick Leave

- (1) No reimbursement will be made for employees hired after December 1, 1992; such employees may apply their accrued sick leave toward their IMRF pension according to the rules and regulations of the pension plan;
- (2) Reimbursements shall not be made for employees discharged for just cause disciplinary reasons;

Section 6. Sick Leave Notification

It is the responsibility of each employee requesting paid sick leave to notify or cause notification to be made to his Supervisor at least one (1) hour before the time specific for the beginning of their work day. Where someone other than the employee is or has been requested to make the required notification, the employee will be solely responsible for that notification being made. If an employee becomes sick or ill during their work shift, he must notify or cause notification to be made to his Supervisor immediately.

In the event no sick leave notification is made thirty (30) minutes prior to the start of the workday, the employee's supervisor shall consider and handle the employee's absence as an absence without pay and discipline may be imposed unless - the employee can later substantiate and document that it was impossible to make or cause such notification. Sick leave notification as outlines above must be made for each workday that paid sick leave is being requested, unless this requirement is expressly waived by the Supervisor.

Section 7. Use of Sick Days for Personnel Reasons

Employees may use up to two (2) days of sick leave as personal days per year. Personal days shall not be carried over year to year. The use of the days must be approved by the Supervisor and requested at least one working day in advance except in those instances when the reason for the request of a personal day is of an emergency nature.

Section 8. Sick Leave Transfer

Upon written notification, bargaining unit members may donate a specified number of sick days to another bargaining unit member. Donation of sick days shall be strictly voluntary, and not subject to the grievance provisions of this agreement. Employees shall be limited to donating a total of not more than five (5) sick days per year. Employees who are resigning or retiring may not donate sick leave less than one hundred twenty (120) days prior to their last day of service.

ARTICLE 18
LEAVES OF ABSENCE

Section 1. Discretionary Leave

- (1) The County Board may grant leaves of absence without pay or salary, for good cause.
- (2) No leave shall be granted for a period exceeding one-hundred and eighty (180) consecutive calendar days, nor shall any employee be granted a leave, or leaves, totaling more than one-hundred and eighty (180) days in a given calendar year without the approval of the County Board.
- (3) An employee on leave will not accrue any benefits whatsoever.

Section 2. Absence Due to Death in Immediate Family

- (1) In the event of the death of a spouse or child an employee shall be permitted to be absent from their job for five (5) ~~three (3)~~ days. In the event of the death of an immediate family member, an employee shall be permitted to be absent from her job for an appropriate number of days up to three (3) days per occurrence with prior notice to her Department Head, and for such day's absence, the employee shall receive compensation at her normal rate of pay. If the employee desires to be absent for more than three (3) days or five (5) days for a spouse or child, she may utilize previously earned, unused, vacation days and receive compensation for such additional day's absence at his normal rate of pay, provided that the Department Head approves such additional absence. Bereavement leave shall supersede all other approved leaves of absence.
- (2) Any absence to attend a funeral of anyone who is not a member of an employee's immediate family may be arranged with the Department Head, without pay, but previously earned and unused vacation days may be utilized in such case with the consent of the Department Head.

Section 3. Definition of Family

Definition of Family: A member of the immediate family shall be defined to be any employee's mother, father, wife, husband, daughter, or son (including step and adopted), sister or brother (including half or step), father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparent or grandchild and significant other.

Section 4. Jury Duty

An employee required to serve on a grand jury or petit jury shall be granted leave for the period required to serve on such jury without loss of pay. Such employees shall sign a waiver of any compensation otherwise due them for serving on such jury if employee is serving in his official capacity and on duty.

Section 5. Military Leave

Both the Union and the Employer agree that they will comply with all requirements of the Federal and State laws in reference to Military Leave.

Section 6. Disability Leave

If paid sick leave benefits have been exhausted, an employee unable to work due to pregnancy, illness or disability (documented by a physician's statement), may be granted a leave of absence without pay for up to six (6) months. To return to work after approved leave, the employee must provide a release from the attending physician and be qualified to perform the duties of the position last held. If an employee is unable to return to work at the end of six (6) months, additional leave time may be requested by the employee. Except as required by law, the Employer shall have no obligation to pay any insurance premium of an employee on leave after the exhaustion of their rights under the Family Medical Leave Act.

Section 7. Injury Leave

An employee who sustains injuries or illness arising out of and in the course of his employment shall be covered by the provisions of worker's compensation. Employees on injury leave may be returned to light duty if able to perform the work and placed at the discretion of the Department.

Section 8. Prohibition Against Misuse of Leaves

During any leaves granted pursuant to the terms of this Agreement, regardless of being with or without pay, an employee may not be gainfully employed or independently self-employed without prior approval by the Employer. Violation of the provisions contained within this Agreement shall subject the employee to immediate discharge and loss of all benefits and rights accrued pursuant to the terms of this Agreement.

Section 9. Updated Training

Any employee who has been on any leave or lay off for more than sixty (60) days must show that they have obtained any additional required training that was imposed while on leave or lay off. The employer will pay the cost of any class required for updated training.

ARTICLE 19 **HOURS OF WORK AND OVERTIME**

Section 1. Workday and Workweek

The normal workweek shall be defined as forty (40) hours of actual work performed in the seven-day period Monday through Sunday. The normal workday for Animal Control Officers shall be defined as eight (8) consecutive hours generally the work day shall be 7:00 a.m. through 3:00 pm. The County reserves the right to change the time the work day begins based upon the needs of the County.

All time actually worked in excess of the hours in the normal workweek shall be compensated at time and one-half (1 ½).

Section 2. Overtime Payment

Overtime shall be paid to the employees covered by this Agreement at time and one half (1 ½) their regular wage for all hours worked in excess of forty (40) within a work week.

Section 3. Overtime Assignment

1. The Employer may continue to use part-time employees for overtime assignments consistent with the requirements of Illinois law.

Procedure

In the absence of an emergency situation, the following guidelines shall be used for the effective filling of overtime shifts.

1. It shall be management's decision on shift/OT replacement.
2. Filling of shift applies to all partial or full overtime shifts.
3. On duty employees, upon receiving notification from management shall make contact and maintain the overtime list.
4. The first and second numbers are then called leaving a message or voice mail. If there is no response within ten (10) minutes, lack of response is considered a "No" or "Refusal". The next contact is then notified.
5. If a message cannot be left, a second attempt to re-contact is made within ten (10) minutes. If no answer is received, it is considered a "No" or "Refusal".
6. Overtime shall not be assigned more than twenty-four (24) hours in advance.

7. If the entire rotation is contacted with negative results, management is to be notified.
- (2) Involuntary overtime. If no employee voluntarily accepts overtime then the Employer may assign based upon inversion order of seniority (less Senior Employee first).
- (3) Excessive overtime. The employer recognizes that requiring employees to work excessive amounts of overtime and/or to work two full shifts in a row can create safety risks for both the employees and the public. The employer, therefore, agrees that no employee shall be required to work more than fifteen (15) consecutive hours, except in the case of an unexpected emergency.

Section 4. Call Back

A call back is defined as an official assignment of work which does not continuously precede or follow an officer's regularly scheduled working hours. Employees reporting back to the Employer's premises at a specified time on a regularly scheduled work day shall be compensated for two (2) hours at the appropriate overtime rate or be compensated for the actual time worked, whichever is greater, at the overtime rate.

Section 5. Court Time

Employees covered by this Agreement, required to attend court outside their regularly scheduled work hours shall be compensated at the overtime rate with a minimum of two (2) hours.

Section 6. Work Schedule

Work schedules showing the employee's shift (which shall include days off) shall be posted on the Animal Control bulletin boards at all times.

Section 7. Meal Periods

Employee shall receive a paid, working meal break, and shall be considered a part of the eight (8) hour work day.

Section 8. Compensatory Time

No compensatory time will be awarded under the terms of this agreement.

ARTICLE 20 **WAGES/LONGEVITY**

Wages and length of service for present employees is attached hereto as Appendixes 'B'. All new hires shall be at the rate of \$13.50 an hour. Upon the signing

of this original Collective Bargaining Agreement, the salaries for full-time Animal Control Officers shall be \$28,080.00

ARTICLE 21
INSURANCE AND PENSION

Section 1. Employer's Contribution for Health Insurance

The Employer agrees to provide one hundred percent (100%) of the employee's monthly contribution toward the cost of health, life and dental insurance benefits to any employee individually enrolled in the County health, life and dental insurance program. To be eligible to participate in the health, life and dental insurance program and to receive the Employer contribution, an employee must be a full-time employee defined for purposes of this Article as an employee who is regularly assigned and works on average at least thirty-five (35) hours per week.

The Employer agrees to provide 100% of employees monthly contribution toward the cost of health insurance benefits to any employee individually enrolled in the county health insurance program after the employee contributes (\$35.00) per month for his or her share of the insurance premium (beginning December 1, 2019). To be eligible to participate in the health insurance program and to receive the Employer contribution, an employee must be a full-time employee defined for purposes of this Article as an employee who is regularly assigned and works on the average at least 35 hours per week.

Section 2. Pension

Employer shall continue to contribute on behalf of the employees to the Illinois Municipal Retirement Fund in the amount the Employer is required to contribute by State Statute.

ARTICLE 22
LABOR MANAGEMENT / SAFETY COMMITTEE

Section 1. Labor Management Conferences

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Union representatives and responsible administrative representatives of the Employer. Such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a labor-management conference and expressly providing the agenda for such meeting. Such meetings and locations shall be limited to:

- (1) Discussion of the implementation and general administration of this Agreement.
- (2) A sharing of general information of interest to the parties.

- (3) Notifying the Union of changes in non-bargaining conditions of employment contemplated by the Employer which may affect employees.
- (4) Discussion of pending grievances on a non-binding basis to attempt to adjust such grievances and to discuss procedures for avoiding further grievances.
- (5) Items concerning safety issues.

The Employer and the Union agree to cooperate with each other in matters of the administration of this Agreement, and to the degree that standards of law enforcement can be maintained for the maximum protection of the citizens of the State of Illinois.

To effectuate the purposes and intent of the parties, both parties agree to meet as necessary.

Section 2. Integrity of Grievance Procedure

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be discussed in detail at labor management conferences, and any such discussions of a pending grievance shall be non-binding on either party and solely for the purpose of exploring alternatives to settle such grievances and such grievance discussion shall only be held by mutual agreement of the Employer and the Union, nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 3. Safety Issues

Any report or recommendation which may be prepared by the Union or the Employer as a direct result of a labor-management conference discussion will be in writing and copies shall be submitted to the Employer and the Union.

Section 4. Union Rep Attendance

When absence from work is required to attend labor-management conferences, employees shall, before leaving their work station, give reasonable notice to and receive approval from, their supervisor in order to remain in pay status. Supervisors shall approve the absence except in emergency situations. Employees attending such conferences shall be limited to two (2).

ARTICLE 23 **GENERAL PROVISIONS**

Section 1. Union Access to Work Site

Authorized representatives of the National or State Union shall be permitted to visit the Department during working hours to talk with employees of the local Union and/or representatives of the Employer concerning matters covered by this Agreement.

Section 2. Union Access to Records

The Union or a representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance, at reasonable times with the employee's consent.

Section 3. Required Inoculations

The Employer agrees to pay all expenses for inoculation or immunization shots for the employee and for members of an employee's family when such becomes necessary as a result of said employee's exposure to contagious diseases where said officer has been exposed to said disease in the line of duty.

Section 4. Work Rules

Work rules of the Franklin County Animal Control which are not in conflict with this Agreement shall continue in full force and effect.

Section 5. Secondary Employment

Employees covered by this Agreement shall have no restrictions as to secondary employment, except as stated hereinafter:

- (1) Secondary employment shall not interfere with the regularly scheduled hours or the performance of duties.
- (2) Employees shall notify the supervisor, in writing, of any secondary employment, which shall include a general description of the duties to be performed.
- (3) In the event the secondary employment involves a requirement to be bonded, the employee shall present documentation to the of the bond provided and a statement that liability insurance is provided by the secondary employer.
- (4) Employees shall not use departmental equipment or insignia in the performance of duties for the secondary employer.

Section 6. Training

The Employer shall make reasonable efforts to equally distribute and offer training opportunities to all bargaining unit personnel. The Supervisor may adjust work schedules to accommodate training needs to minimize overtime liability.

ARTICLE 24
CLOTHING ALLOWANCE

Full-time employees covered by this agreement shall receive an annual clothing allowance of \$500.00 to be used for the purchase and maintenance of standard uniforms. Receipts for the purchase of any uniform items must be provided to the County.

ARTICLE 25
BULLETIN BOARDS

The Employer shall provide the Animal Control Office with a bulletin board upon which the Office may post notices and other items pertaining to the Office. All items posted are the responsibility and property of the Office and no items shall consist of any material that is crude, offensive, vulgar, or discriminatory. The Office agrees to indemnify and hold harmless the Employer from any claims, lawsuits or actions involving information on their bulletin boards.

ARTICLE 26
SAVINGS CLAUSE

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, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful invalid or unenforceable.

ARTICLE 27
CELL PHONE/PAGER

All employees must have a cell phone to be employed under this Agreement. It is understood that a cell phone is standard equipment for Animal Control personnel. Employees are responsible for providing a cell phone for on duty work.

ARTICLE 28
ON CALL

As a condition of the employees all full-time employees in the Bargaining Unit shall rotate being on call. While on call, the employee must respond with a reasonable period of time, but they are free to participate in the normal activities of life (e.g. all personnel, entertainment, and family duties and activities) during the period of time that they are on call.

ARTICLE 29
COMPLETE AGREEMENT

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE 30
DURATION

Section 1. Term of Agreement

This Agreement shall be effective from June 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 not more than one hundred and twenty (120) 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.

Section 2. Continuing Effect

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

Section 3. Successor Negotiations

The parties agree that if either side decides to reopen negotiations making any changes in the Agreement, the other party may so notify the other no more than one-hundred and twenty (120) days prior to the expiration of this Agreement or the extension thereof. In the event such notice to negotiate is given, then the parties shall meet not later than ten (10) days after the date of receipt of such notice, or at such reasonable times as are agreeable to both parties for the purposes of negotiation. All notices provided for in this Agreement shall be served upon the other party by certified mail, return receipt requested.

Section 4. Further Negotiations

The parties agree that should the Supervisor decide to implement a Substance Abuse Testing Program during the term of this Agreement, he shall notify the Union and, if requested, negotiate the terms and effects of such a program.

ARTICLE 31
DRUG AND ALOCHOL TESTING

The County may require drug and alcohol testing of all applicants and of employees upon a reasonable suspicion or after accidents when employee negligence, lack of good judgment, or lack of coordination or proper reactions are reasonably suspected. Such testing shall be conducted by a reputable, certified testing laboratory and, except as otherwise mutually agreed by the County and the Union, shall apply the standards for a positive test recommended by the National Institute of Drug Abuse. An employee who tests positive and refuses to seek treatment will be subject to immediate discharge without recourse to the grievance procedure. Employees who seek and

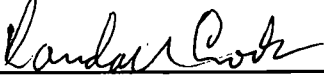
complete an approved treatment program will be reinstated and place on a last change agreement which terms shall include five (5) years of unscheduled testing.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 20TH day of AUGUST, 2019.

FOR THE EMPLOYER:

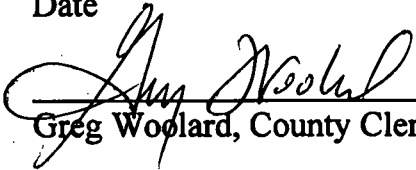
Franklin County:



Randall Crocker, County Board Chairman

8/22/19

Date



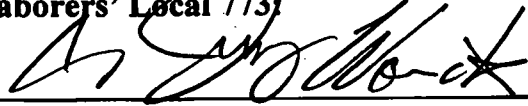
Greg Woolard, County Clerk

8-27-19

Date

FOR THE UNION:

Laborers' Local 773:

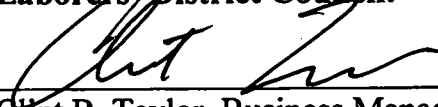


Jerry Womick, Business Manager

8-27-19

Date

**The Southern and Central Illinois
Laborers' District Council:**



Clint B. Taylor, Business Manager

8/28/19

Date

APPENDIX "A"
DUES CHECK-OFF AUTHORIZATION FORM

LABORERS' LOCAL 773
5102 LABORERS' WAY
MARION, IL 62959

AFFILIATED WITH
THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

(Franklin County Animal Control)

I, _____, (print name), do hereby assign to Laborers' Local Union No. 773, Laborers' International Union of North America, such amounts from my wages as shall be required to pay an amount equivalent to the initiation fees, readmission fees, membership dues, and assessments of the Local Union as may be established for its members from time to time. My Employer, including my present Employer and any future Employer, is hereby authorized to deduct amounts from my wages and pay the same to the Local Union and/or its authorized representative, in accordance with the Collective Bargaining Agreement in existence between the Union and my Employer.

This authorization shall become operative upon the effective date of each Collective Bargaining Agreement entered into between my Employer and the Union.

This authorization shall be irrevocable for a period of one year, or until termination of the Collective Bargaining Agreement in existence between my Employer and the Union, whichever occurs sooner; and I agree and direct that this authorization shall be automatically renewed and shall be irrevocable for successive periods of one year each, or for the period of any subsequent Agreement between my Employer and the Union, whichever is shorter, unless written notice is given by me to my Employer and the Local Union not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable Collective Bargaining Agreement between my Employer and the Union, whichever occurs sooner. Furthermore, this check-off authorization shall continue in accordance with the above renewal and revocation provisions irrespective of my membership in the Union.

Union Dues and fees are not tax deductible as charitable contributions for federal income tax purposes. Local dues may qualify as business expenses, however, and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Service.

This assignment has been executed this _____ day of _____, 20 _____.

(_____)
Telephone Number *Employee Signature*

Date of Birth *Social Security Number*

City *State* *Zip Code*

Initiation Fee *Date Employed* *Dues*

APPENDIX 'B'
WAGE RATES

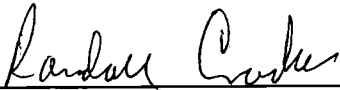
New Hires: \$13.50/hr. for their first year of employment and thereafter shall receive the annual COLA increase commensurate with existing employee's annual pay raise rate (for that year) after each year of employment.

Paris Dunk

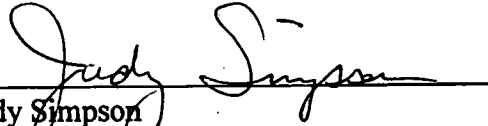
June 1, 2018: \$13.88 June 1, 2019: \$15.38 June 1, 2020: \$15.38

Side Letter

The Side letter is to memorialize that Franklin County and the Union agree that upon the expiration of the current Animal Control contract on November 30, 2021 and after a successor contract is reached, the first year's wages of the successor contract will be applied retroactively to the date of June 1, 2021. This agreement is being reached in exchange for the moving of the contract expiration date from May 30, 2021 to November 30, 2021 at the request of the County.



Randall Crocker,
Franklin County Board Chairman



Judy Simpson
Local 773 Union Representative