

COLLECTIVE BARGAINING AGREEMENT

between

COUNTY OF MONTGOMERY, ILLINOIS A BODY POLITIC

and

THE CIRCUIT CLERK OF MONTGOMERY COUNTY

CO-EMPLOYERS

and

INTERNATIONAL UNION OF OPERATING ENGINEERS,

AFL-CIO, LOCAL 148

ON BEHALF OF THE EMPLOYEES IN

THE CIRCUIT CLERK'S OFFICE

**December 1, 2012
Through
November 30, 2015**

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AGREEMENT

This Agreement is made and entered into by and between the Montgomery County, IL Circuit Clerk through the County Board of Montgomery County, IL its successors or assigns (hereinafter referred to as the Employer), for such of its Employees as are covered by this Agreement, and the International Union of Operating Engineers, Local Union No. 148, AFL-CIO (hereinafter referred to as the Union).

It is the purpose of the Agreement and the intent of the parties hereto to establish and promote mutual harmonious understandings and relationships between the Employer and the Union, to promote efficiency and effectiveness in the Circuit Clerk's Office, to establish wages, hours, benefits and other terms and conditions of employment of employees covered by this Agreement, and to provide for the equitable and peaceful adjustment and resolution of differences which may arise from time to time over the interpretation and application of this Agreement.

The Employer and the Union jointly and mutually declare it to be their purpose and intention to carry out in good faith the provisions of this Agreement and engage in no subterfuge for the purpose of defeating or evading the provisions thereof.

In consideration of the mutual promises, covenants and understandings contained herein, the parties hereby, by their duly authorized representatives and/or agents, mutually covenant and agree subject to the applicable state and federal laws, as follows:

ARTICLE I RECOGNITION OF THE UNION

For the purpose of collective bargaining, the Employer agrees to negotiate and bargain exclusively with the Union, through its duly accredited officers and representatives in respect to wages, fringe benefits, hours of employment, working conditions, and other conditions of employment for the employees in the Montgomery County, IL Circuit Clerks Office (as certified by the Illinois State Labor Relations Board on December 30, 1998, in case number S-RC-99-26) and for any other Employees for whom the Union may become certified for by the Illinois State Labor Relations Board, or for similar Montgomery County IL Circuit Clerks Office Employees whom the Union has been or may become recognized by the Employer as exclusive Bargaining Representatives.

The Term "Employee" as used in this Agreement shall include the Employees referred to and recognized in Section 1 above.

ARTICLE II MANAGEMENT RIGHTS

The Employer has, and will continue to retain, the right to operate and manage its affairs in each and every respect. The rights reserved to the sole discretion of the Employer shall include, but not be limited to, Rights:

1. To determine the organization and operations of the Circuit Clerk's Office;
2. To determine and change the purpose, composition and function of each of its constituent Departments and subdivisions;
3. To set standards for the service to be offered to the public;

4. To direct the Employees of the Circuit Clerk's office, including the right to assign work and overtime;
5. To hire, examine, classify, select, promote, restore to career service positions, train, transfer, assign and schedule Employees;
6. To increase, reduce or change, modify or alter, the composition and size of the work force, including, but not limited to , the right to relieve employees from duties because of the lack of work or funds, or other proper reasons;
7. To establish work schedules and determine starting and quitting times, and the number of hours to be worked;
8. To establish, modify, combine or abolish job positions and classifications;
9. To add, delete or alter methods of operation, equipment, or facilities;
10. To determine the locations, methods, means and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made, provided or purchased;
11. To establish, implement and maintain an effective internal control program;
12. To suspend, demote, discharge, or take other disciplinary action against employees for just cause; and
13. To add, delete or alter policies, procedures, rules, and regulations.

Inherent managerial functions, prerogatives and policy-making rights, whether listed above or not, which the Employer has not expressed, shall remain vested exclusively with the Employer.

The Employer's right of management shall not be amended or limited by any claimed or unwritten custom, past practice, or informal agreement, nor by any claim the Employer has claimed, condoned, or tolerated any practice or act(s) of any Employee.

The Employer and the Union recognize the right of the Employer to subcontract work to meet operational needs; provided, however, the Employer shall not subcontract work for the purpose of undermining the bargaining unit or evading the terms and conditions of this Agreement. The Employer agrees that Employees shall not be laid off due solely to the Employer's subcontracting of services; and also agrees that any laid off Employees (with recall rights) shall be recalled prior to the Employer subcontracting bargaining unit work. The Employer and the Union also recognize the right of the Employer to periodically hire temporary employees to meet operational needs; however, the Employer shall not use temporary employees to undermine the bargaining unit or evade the terms and conditions of this Agreement.

Nothing in this Article shall abrogate or alter the Articles of this Agreement.

ARTICLE III UNION SECURITY

SECTION 1 - DEFINITION

Every Employee subject to this Agreement shall, as a condition of employment, be or become a member of the Union no later than the thirtieth (30) day following the effective date of this Agreement, or following the beginning of such employment, whichever is the later, and shall maintain such membership in good standing during the life of this Agreement.

Failure of any Employee to become a member of the Union at such required times shall obligate the Employer, upon written notice from the Union to such effect and to the further effect that Union membership was available to such Employee on the same terms and conditions

generally available to other members, forthwith to discharge such Employee. Furthermore, the failure of any Employee to maintain his or her union membership in good standing as required herein, shall upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such Employee.

The above provisions of this Section 1 notwithstanding, an Employee may satisfy his or her union security obligations under this Agreement by paying to the Union an amount established by the Union which shall represent that employee's proportionate share of the costs of the collective bargaining process, contract administration and pursuit of matters affecting wages, hours and other conditions of employment. This fair share amount shall not exceed the amount of dues uniformly required by members.

SECTION 2 - CHECK-OFF

Union dues shall be checked off pay only on the separate written order of the individual Employee subject to revocation by him or her at anytime by means of separate written order. The Employer shall notify the Union at once on the receipt of any such notice of revocation.

SECTION 3 - INDEMNIFICATION

The Union shall indemnify the Circuit Clerk and the Montgomery County Board and hold them 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 Circuit Clerk and the Montgomery County Board for purpose of complying with the provisions of this Article.

ARTICLE IV UNION RIGHTS

SECTION 1

The Union shall appoint a Steward. The name of the Steward and any Alternate Steward shall be given to the Circuit Clerk upon ratification of the Agreement by the parties. Any change in these positions shall also be promptly reported. The Steward shall be responsible to see to it that the provisions of this Agreement are adhered to by the Employer and Employees.

SECTION 3

Accredited representatives of the Union may visit the work sites during working hours at a mutually agreed upon time with the Circuit Clerk in case any claim is made that the provisions of this Agreement are not being followed.

SECTION 4

Any Employee whose duties as an elected or appointed officer of the Union require a leave of absence, shall be granted such leave of absence, not to exceed three (3) days per year, without pay, but shall continue to accumulate seniority throughout such leave of absence.

**ARTICLE V
EMPLOYEES PERSONNEL MANUAL**

The terms and conditions of the Employees Personnel Manual as adopted March 1st, 2008, and Revised in 2012 and or through September 24th, 2013 are made a part of and incorporated by reference in this Agreement.

Therefore, the provisions of the Employee Personnel Manual are applicable to the Employees where the terms and conditions do not conflict with this Agreement. Where any provision of the Employee Personnel Manual is in conflict with this Agreement, this Agreement shall be operative, but the remaining provisions of the Employee Personnel Manual shall continue in full force and effect.

**ARTICLE VI
DISCIPLINE**

SECTION 1 - DEFINITION

The Employer agrees with the tenets of progressive and corrective discipline. Disciplinary action or measures shall include only the following, which shall be imposed based upon the severity of the offense.

1. Oral Reprimand;
2. Written Reprimand;
3. Suspension {Notice to be given in writing}; and
4. Discharge {Notice to be given in writing}.

Disciplinary Action may be imposed upon an Employee only for just cause. Discipline shall be imposed promptly after the Employer is aware of the event or action giving rise to the discipline and has a reasonable time to investigate the matter. Employees will be required to sign a written acknowledgement of discipline imposed whether it be an oral or written reprimand. The written acknowledgement shall serve solely as a receipt of the disciplinary documentation and shall in no way serve as an agreement by the employee of the discipline imposed or serve as a waiver of the employee's right to challenge said discipline.

SECTION 2 - MANNER OF DISCIPLINE

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

SECTION 3 - NOTIFICATION AND MEASURE OF DISCIPLINARY ACTION

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

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

SECTION 4 - REMOVAL OF DISCIPLINE

Any written warning or other discipline shall be removed from an Employee's record if, from the date of the last warning or discipline, two (2) years pass without the Employee receiving an additional warning or discipline for such offense.

SECTION 5 - SUSPENSION AND DISCHARGE OF EMPLOYEES

The Employer shall not suspend or discharge any Employee without just cause. Such matters of suspension or discharge shall be subject to the Grievance Procedure and shall be handled expeditiously. An Employee subject to suspension or discharge shall be furnished a written explanation from the Employer as to the reason or reasons for such suspension or discharge. Such written explanation shall be furnished to the Employee within twenty-four (24) hours. The twenty-four hours are defined as work hours not to include weekends or holidays in the time frame.

ARTICLE VII GRIEVANCE PROCEDURE

In the event that any employees shall have a grievance, he/she shall report the same to the Union Steward. The Steward shall be authorized to discuss the grievance with the Employer. To be considered timely, any grievance must be reported in writing to the Employer within five (5) days of the incident giving rise to the grievance.

If the steward and the Employer cannot adjust the matter satisfactorily within five (5) working days the Employer shall provide a written response to the Union Steward. At that time the Business Manager, or his assistant, of the Union shall discuss the grievance with the Employer. If the matter is not satisfactorily settled within five (5) additional working days, then the matter shall be submitted to the Personnel Committee at their next scheduled meeting.

The Personnel Committee shall hear evidence regarding the grievance from both the Circuit Clerk and the Union and shall, within ten (10) days from hearing such evidence, give an answer to the Union. Thereafter, the Union shall have ten (10) days to notify the Circuit Clerk and Personnel Committee of its acceptance or rejection of the Committee's recommendation.

In the event that the matter is not satisfactorily settled by the Personnel Committee, then the matter shall be submitted to the Federal Mediation and Conciliation Service for a list of Arbitrators.

The Personnel Committee and the Union shall strike Arbitrators until a final selection is made. The decision of the Arbitrator shall be final and binding on both parties. The cost of arbitration, i.e. arbitrator's fees and expenses, shall be paid by the party that loses the arbitration.

**ARTICLE VIII
LABOR MANAGEMENT CONFERENCES**

The Union and the Employer mutually agree in the interest of efficient management and harmonious Employee relations; it is desirable that meetings are 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 party for a "Labor Management Conference" and expressly providing the agenda for such meeting. Such meetings and locations shall be mutually agreed to before being held, and the purpose of any such meeting shall be limited to:

1. Discussion on the Employment 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.

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 considered at "Labor Management Conferences" nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

**ARTICLE IX - SENIORITY
SECTION 1 - SENIORITY DEFINED**

Seniority, as used herein, is defined as the right accruing to employees through length of service which entitles them to the preferences provided for in this Agreement.

For the purposes of this Agreement the following definitions shall apply:

Local Union Seniority: Local Union Seniority is defined as seniority resulting from employment in a bargaining unit position in the Circuit Clerk's Office, as opposed to employment with the Employer.

County Seniority: County Seniority, as used in this Agreement, shall be defined as the Employee's entire length of service with the Employer.

Should any Employee be tied with another Employee in Local Union Seniority, the Employee with the greater County Seniority shall be deemed the more senior employee for the purposes of this Agreement.

SECTION 2 - SENIORITY- JOB BIDDING

Employees shall be permitted to bid on jobs that become vacant or available within the bargaining unit prior to the Employer hiring from outside the bargaining unit in accordance with the following procedure:

- a. Job openings that become vacant, or available, and the Employer intends to fill, shall be filled as follows: Within ten (10) business days of the vacancy or available position, the vacancy, or available position, shall be posted for bid for five (5) business days. After completion of the bidding process, the vacancy, or available position, shall be filled within fifteen (15) business days. The seven (7) current

bargaining unit positions, if vacated, shall be bid and filled (in accord with this Section) based on the core work that is currently being performed in said position.

- b. All job vacancies, or available jobs, shall be filled on the basis of Local Union Seniority. This procedure shall be repeated for all subsequent vacancies. However, in accordance with Article II herein, Management Rights, the new hire in a position will be subject to periodic review by the Circuit Clerk to determine that Person's effectiveness and suitability for the position. If, at any time during the initial 60 days in the new position, the Circuit Clerk determines that the standards set for that position are not being met by the Employee, then the Employee will be returned to His/Her prior position within the Office with no loss of benefits or seniority.
- c. Employees who at the time are absent due to sick leave, vacation, or other valid reasons, shall be given an opportunity to bid for job vacancies, or available jobs, providing they do so within five (5) calendar days following their return to work.

SECTION 3 - SENIORITY IN EVENT OF LAYOFF

When reducing the number of Employees due to lack of work or when recalling such Employees, the following procedure shall govern:

- (a) Employees with the least Local Union Seniority shall be laid off first.
- (b) When recalling such Employees, those having the greatest Local Union Seniority at the time of layoff shall be recalled first.
- (c) The Employer shall recall Employees who are laid off and do not have a break in their seniority as provided in Section 4 below prior to transferring Employees or hiring new Employees into the Circuit Clerks Office.

SECTION 4 - BREAKING OF SENIORITY

Seniority shall be broken for the following reasons:

- (a) If an Employee resigns.
- (b) If an Employee is discharged and not reinstated.
- (c) If an Employee who has been laid off fails to return to work within 10 days after being properly notified to report for work and does not give a satisfactory reason for failing to report.

SECTION 5 - SENIORITY - PROBATIONARY PERIOD

All newly hired Employees shall serve a probationary period of six (6) months from the date of hire in the bargaining unit. During the probationary period, the Employee shall be subject to dismissal for any reason without recourse to the Grievance Procedure. Upon completion of the probationary period, the Employee shall be granted seniority rights from his/her most recent date of hire.

ARTICLE X HOURS OF WORK

For all Employees coming under this Agreement, seven (7) hours shall constitute a day's work between the hours of 8:00 a.m. and 4:00 p.m. Employees are expected to be prepared to serve customers promptly at 8:00 a.m. Thirty-five (35) hours shall constitute a week's work, Monday through Friday. All work performed over eight (8) hours in any one day or over forty (40) hours in any one-week shall be compensated with time off at the rate of time and one-half times pay. All work performed on Saturday or Sunday shall be compensated with time off at the rate of time and one-half times pay. All work performed on a holiday, as defined by this contract, shall be compensated with time off at the rate of one and one-half times pay, in addition to the regular rate of pay. Employees may choose to receive overtime pay for any holiday or overtime worked.

All Employees shall receive a one (1) hour unpaid lunch break.

ARTICLE XI SICK LEAVE

SECTION 1

Employee sick leave is an approved absence from work with pay because of a disability on the part of an Employee or Employee's immediate family including sickness, bodily injury, pregnancy and related conditions, physical or dental examination or treatment, and upon the advice of a physician. Immediate family is the Employee's spouse and children. Sick leave may also be used when the Employee's parents, mother-in-law, or father-in-law are hospitalized.

SECTION 2

Beginning with the first complete month of employment, Employees shall earn one (1) sick day per month.

An Employee must call the Employer prior to the commencement of their starting time on each day of sickness, unless hospitalized. The Employee must initiate sick time benefits to be compensated.

Sick leave with pay in excess of two (2) consecutive working days shall be granted only after presentation of a written statement by a reputable physician certifying that the Employee's condition prevented him/her from performing the duties of his/her position.

After an Employee's accumulated sick leave has been exhausted due to sickness, the Employee may apply for Disability Benefits as outlined in the Illinois Municipal Retirement Fund Act as provided in the Illinois Compiled Statutes, Chapter 40.

SECTION 3

Employees who resign, or retire shall be paid \$20.00 per day for each day of unused accumulated sick days up to a maximum of one hundred (100) days for a maximum payout of \$2000.00.

Upon retirement bargaining unit employees shall have the option of, (1) receiving compensation as described in paragraph one above, (2) using said days of unused sick leave to

gain additional service credit towards their IMRF pension per the IMRF rules or, (3) using a combination of options 1 & 2.

Any final paycheck pertaining to accrued time will be issued one pay period after the last regular pay.

ARTICLE XII PERSONAL DAYS

Employees shall be entitled to take four (4) Personal Days off with pay during each calendar year. Employees must prearrange personal days prior to the commencement of their starting time. Personal leave may not be accumulated for use in later years.

Personal Days for new hires shall be given on a quarterly basis for the first year of employment, that is, one earned for every three months worked.

ARTICLE XIII FUNERAL LEAVE

All Employees shall be released from their duties for three (3) days with pay when there is a death in the immediate family. The term "immediate family" includes spouse, children, grandchildren, parents, brother, sister, mother-in-law and father-in-law.

Employees shall be released from their duties for one (1) day with pay in the event of the death of an Employee's grandparent, son-in-law or daughter-in-law.

In the event of multiple deaths involving the employee's spouse, children, grandchildren, parents, brother, sister, mother-in-law and father-in-law, an Employee shall be allowed five (5) working days without loss of pay.

If requested, the Employee shall furnish the name of the relative, city, and funeral home.

ARTICLE XIV HOLIDAYS

All employees shall be released from their duties with pay for the following holidays:

New Year's Day	Martin Luther King Day
President's Day	Good Friday
Memorial Day	Independence Day
Labor Day	Columbus Day
General Election	Veteran's Day
Thanksgiving Day	Day after Thanksgiving
Christmas Day	

Holidays will be observed on the days set forth by the Chief Judge of the Fourth Judicial Circuit and approved by the Montgomery County Board. The Employer shall provide the Union with a list of said Holidays after Board approval.

To earn holiday pay, an Employee shall work his/her last scheduled shift before, and his/her next scheduled shift after the holiday, unless excused under other provisions of the Agreement.

Holidays which fall on Saturday shall be taken on Friday. Holidays which fall on Sunday shall be taken on Monday. An Employee shall be entitled to observe any additional holidays authorized by the Montgomery County Board.

**ARTICLE XV
VACATION**

SECTION 1 – VACATION ALLOTMENT

Employees shall be allowed vacation leave with pay in accordance with the schedule below:

1. After one (1) year of service, Employees are allowed two (2) weeks paid vacation.
2. After five (5) years of service, Employees are allowed three (3) weeks paid vacation.
3. After ten (10) years of service, Employees are allowed four (4) weeks paid vacation.
4. After twenty (20) years of service, Employees are allowed five (5) weeks paid vacation.
5. After thirty (30) years of service, Employees are allowed six (6) weeks paid vacation.

New Hires (all employees hired subsequent to the date of this contract) will be capped at four (4) weeks vacation.

SECTION 2 – SCHEDULING VACATIONS

Employees may schedule vacation on the basis of Local Union Seniority. An Employee with greater Local Union Seniority will be given preference in choice of vacation time over another Employee if his/her selection is made by the first business day of February of each year. Each Employee will have access to the Vacation Scheduling Book for five (5) days; thereafter, the book will be circulated among employees on the basis of seniority. More than one Employee in a division may be allowed to take vacation at one time, if authorized by the Employer. All vacation time must be used by November 30th of each year or will be forfeited by the Employee; however, up to five (5) days of earned vacation per year may be sold back to the County at regular pay.

SECTION 3 – HOLIDAYS AND HOSPITALIZATION DURING VACATION

- A. If a holiday occurs during an Employee's vacation and it falls on one of his regular work days, an Employee may elect to either (1) receive his holiday allowance and vacation pay for that day, or (2) receive his holiday allowance only for that day and not have it count as a day of vacation.
- B. If an Employee is hospitalized during a period of vacation, he shall have the right to cancel the remainder of that vacation period and schedule it for some later time.

SECTION 4 – TERMINATION OF EMPLOYMENT

Employees who are terminated, resign, or retire shall be paid for unused vacation leave accumulated to the date of separation, limited to current year earned and unused vacation.

**ARTICLE XVI
LUNCH HOUR - FLEX TIME**

Employees shall be allowed to flex their lunch hour subject to approval of the Employer.

Employees shall provide verbal notice to the Employer in the morning of the day in which the flextime is to be taken.

**ARTICLE XVII
MATERNITY LEAVE & FAMILY MEDICAL LEAVE**

Any Employee shall be granted maternity leave in accordance with applicable State and Federal Laws. Employees are entitled leave pursuant to the Family and Medical Leave Act.

The Circuit Clerk shall have the discretion to allow an Employee unpaid leave under this Article even if the Employee has not fully exhausted all paid leave (such as sick leave, vacation or personal leave).

Any accrued paid time off that is taken shall reduce FMLA unpaid leave on a day for day basis.

**ARTICLE XVIII
JURY DUTY LEAVE**

Employees who are called for jury service or subpoenaed as witnesses shall be excused from work for the days on which they serve. The term "service" as used herein includes required reporting for jury or witness duty when summoned or subpoenaed, whether or not they are used. Employees shall be made whole for all lost wages and/or benefits for such service so long as any compensation tendered for such service is remitted to the Employer. Jury duty leave shall not include any matter in which the Employee is personally involved as plaintiff or defendant or in which the Employee appears as an expert witness. The Employee may keep any mileage reimbursement he or she may receive.

**ARTICLE XIX
PAYDAY**

Payday shall be every other Friday. If a Holiday falls on payday, the actual payday will be the day prior to the Holiday.

**ARTICLE XX
WAGES**

The entry level salary shall be \$20,020 annually, effective December 1, 2012, for all full time Employees hired into the bargaining unit; and increased annually per the Montgomery County Board Finance Committee consistent with the County Personnel Manual.

Annual salary increases for all bargaining unit employees shall be as follows:

Effective December 1, 2012 – \$0.80 per hour.

Effective December 1, 2013 – \$0.55 per hour.

Effective December 1, 2014 – \$0.34 per hour.

**ARTICLE XXI
BENEFITS**

With respect to all insurance coverage provided to full-time Employees, the Employer retains the right to change insurance carriers or self-insure all or any portion of the benefits as long as the level of benefits remain comparable.

The Employer shall continue to provide a savings investment plan that qualifies under County Government Rules.

The Employer shall establish a medical account under IRS Section 125 that allows the Employee to pay their share of medical premiums pre-tax.

The Parties agree that an Employee representative of the bargaining unit who is a recipient of the medical insurance plan shall be a member of the Insurance Advisory Committee contingent upon the Committee being active.

The following rates to the employees will be in effect for the first two (2) years of the contract. Any increases in health insurance costs will be passed on to the employees after December 1, 2014.

Coverage	Effective 01/01/13 New Monthly Rates
Single	\$80.09
Employ/Child	\$268.35
Employ/Spouse	\$294.61
Family	\$530.85

Changes to Health Plan Deductibles and Co-Pays

<u>Coverage</u>	<u>New Rates Effective 1/1/13</u>
Deductible increase \$150 (Single)	\$1,150
Physician Co-Pay	\$25
Retail RX Formulary Co-Pay	\$30
Retail RX Non-Formulary Co-Pay	\$45
Mail Order RX Formulary Co-Pay	\$55
Mail Order RX Non-Formulary Co-Pay	\$85

**ARTICLE XXII
SAVINGS AND SEPARABILITY**

If any term or provision of this Agreement is, at any time, during the life of this Agreement, in conflict with any applicable valid Federal or State Law, such term or provision shall continue in effect only to the extent permitted by such law. If, at any time thereafter, such term or provision is no longer in conflict with any Federal or State Law, such term or provision, as originally embodied in this Agreement, shall be restored in full force and effect. If any term or provision of this Agreement is, or becomes invalid or unenforceable, such invalidity or unenforceability shall not affect or impair any other term or provision of this Agreement. This Article is subject to the provisions of Article VII.

**ARTICLE XXIII
MISCELLANEOUS PROVISIONS**

SECTION 1 - Agreement

This Agreement supersedes all previous agreements and understandings between the parties hereto and constitutes the entire contract between the Employer and the Union. Changes in or amendments to the terms of this Agreement may be made at any time by mutual agreement of the Employer and the Union. When amendments or revisions are so made, they shall be reduced to writing and executed in the same manner as this Agreement.

**ARTICLE XXIV
TERM OF AGREEMENT**

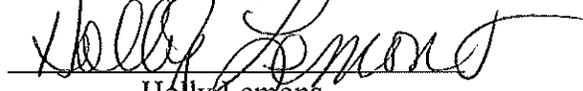
This agreement shall be effective from December 1, 2012, through November 30, 2015, and shall be automatically renewed from year to year thereafter, unless either party notifies the other in writing at least sixty (60) days prior to November 30, 2015, or the anniversary date of such yearly extension of a desire to amend it. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary date. This Agreement shall remain in full force and effect during the period of negotiations.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 8th day of November, 2013.

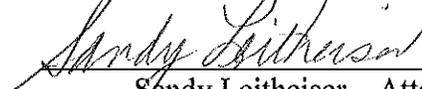
For the Employer:



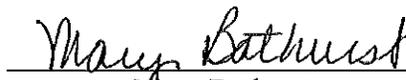
Roy Hertel
Montgomery County Board Chairman



Holly Lemons
Circuit Clerk, Montgomery County

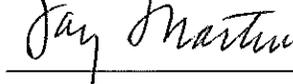


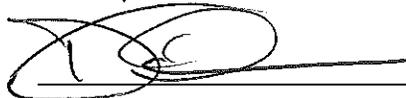
Sandy Leitheiser – Attest
County Clerk, Montgomery County



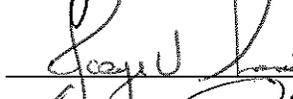
Mary Bathurst
Chairman, Personnel Committee

County Personnel Committee:











For the Union:

Donald Giljum,
Business Manager

(See next page)

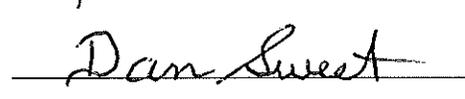
Steve Mooney
President

Glen Tolan
Recording/Corresponding Secretary

Union Negotiating Committee:







to writing and executed in the same manner as this Agreement.

**ARTICLE XXIV
TERM OF AGREEMENT**

This agreement shall be effective from December 1, 2012, through November 30, 2015, and shall be automatically renewed from year to year thereafter, unless either party notifies the other in writing at least sixty (60) days prior to November 30, 2015, or the anniversary date of such yearly extension of a desire to amend it. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary date. This Agreement shall remain in full force and effect during the period of negotiations.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 12th day of November, 2013.

For the Employer:

Roy Hertel
Montgomery County Board Chairman

Holly Lemons
Circuit Clerk, Montgomery County

Sandy Leitheiser – Attest
County Clerk, Montgomery County

Mary Bathurst
Chairman, Personnel Committee

County Personnel Committee:

For the Union:

Keith Linderer
Keith Linderer
Business Manager

Steve Mooney
Steve Mooney
President

Glen Tolan
Glen Tolan
Recording/Corresponding Secretary

Union Negotiating Committee:

**APPENDIX A
SENIORITY LIST**

<u>NAME</u>	<u>COUNTY SENIORITY DATE</u>	<u>LOCAL UNION SENIORITY DATE</u>
Stan McCaslin	04/20/92	02/08/00
Pat Lentz	02/08/99	02/08/00
Tim Mizera	04/29/02	04/29/02
Selena Brazel	02/05/07	09/07/09
Kirbee Womble	12/14/09	12/17/09
Heather Greenwood	02/08/11	02/08/11
Ashley Lawrence	12/01/11	12/01/11