COLLECTIVE BARGAINING AGREEMENT

Between

MONTGOMERY COUNTY, ILLINOIS
A BODY PUBLIC

And

LABORERS' INTERNATIONAL UNION
OF NORTH AMERICA

Local #397

State's Attorney Office – Clerical Workers

Effective:

December 1, 2018

Through

November 30, 2022

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AGREEMENT

This Agreement is made and entered into this 9th day of October, 2018 by and between Montgomery County (hereinafter referred to as the " County " or "Employer" and Local Union No. 397 of the Laborers' International Union of North America, affiliated with the AFL-CIO, of Edwardsville, Illinois, and vicinity, also hereinafter known as the "Union".

PREAMBLE

This Agreement entered into by and between Montgomery County and Local 397 of the Laborers' International Union of North America and has as its purpose the promotion of harmonious relations, the establishment of an equitable and peaceful procedure for the resolution of differences, establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE 1 -- RECOGNITION OF UNION

Section 1.01 Recognition of Union
The Employer recognizes Local 397 as the sole and exclusive representative, and bargaining agent for the following positions:

Included: All persons employed full-time, non-supervisory by the County of Montgomery State's Attorney's Office in the following titles or classification: Receptionist; Legal Secretary.

Excluded: Supervisors; part time employees and all other employees of the County of Montgomery.

The Union shall designate one (1) Union Representative. The Union Representative shall not be disciplined for performing her/his duties.

Section 1.02 Dues
As a condition of continued employment all employees who are not members of the Union, ninety (90) days after their start of full-time employment for Employer or the effective date of this Agreement, whichever is later, shall either become members of the Union and pay to the Union the periodic monthly dues and initiation fees uniformly required of all Union members or pay to the Union a proportionate fair share of the costs of membership, which include the cost of the collective bargaining process and contract administration in pursuing matters affecting wages, hours and other conditions of employment, in accordance with State law. The Employer agrees to deduct from the pay of those employees who individually request all or any of the following: (a) Union membership dues, assessments or other fees or (b) other programs approved by the County. Request for such deductions of any of the above shall be made on a form agreed to by the Parties.

Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with the law and shall be remitted monthly to the Union at the address designated in writing to the Employer by the Union. The Union shall advise the Employer of any increase in dues or other approved deductions in writing at lease fifteen (15) days prior to its effective date.

ARTICLE 2 -- SCOPE OF AGREEMENT

The Employer is engaged in furnishing an essential public service which virtually affects the health, safety, comfort and general well-being of all the people of the community; and

This responsibility to the public is a mutual responsibility of the Union and the Employer, and it is the purpose of this Agreement to achieve and maintain harmonious relations between the County and the Union; to establish proper standards of rates of pay, hours and other terms and conditions of employment, and to provide for equitable and peaceful adjustment of differences over the interruption and application of the Agreement without interruption of services.

The Employer has voluntarily endorsed the practice and procedures of collective bargaining as a fair and orderly way of conducting its relations with its employees. The parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the Employer by statutes of the State of Illinois.

ARTICLE 3 -- MANAGEMENT RIGHTS

Section 3.01 Management Rights

Local 397 of the Laborers' International Union of North America recognizes that any and all rights concerned with the management of the State's Attorney Office and the direction of the working force shall be vested exclusively with the Employer. Such rights and responsibilities shall include but are not limited to, the right to:

a. Maintain and improve the efficiency and effectiveness of the State's Attorney Office;
b. Determine the services to be rendered, the operations to be performed, the technology to be utilized or the matters to be budgeted, and the priorities of same;
c. Determine the overall methods, means, job classifications or personnel by which the State's Attorney Office is to be conducted;
d. Direct, supervise, and hire employees;
e. Suspend, discipline, and/or discharge for just and proper cause with the adoption of an order of progressive discipline; transfer, promote, assign, schedule, retain, and/or lay off employees;
f. Relieve employees from duties because of lack of work or funds, or under conditions where the Employer determines continued work would be inefficient or nonproductive;
g. Take action to carry out the mission of the State's Attorney Office in situations of emergency;
h. Adopt rules, regulations, educational programs, safety programs and other programs necessary to maintain the efficient and effective operations of the State's Attorney Office.

The above-listed rights shall not limit the Employer's obligation to comply with the terms and provisions of this Agreement in the exercise of the above rights.

Section 3.02 Personnel Manual

The Montgomery County Personnel Manual represents, in part, the policies, procedures, rules and regulations of the County. Nothing in the Personnel Manual negates the application of this labor agreement. In the event of any conflicts between this labor agreement and the Personnel Manual, the provisions of the labor agreement shall prevail and control. It is agreed that prior to application or enforcement of any provision of the Personnel Manual which concerns wages, hours or conditions of employment of an employee or group of employees of this bargaining unit, management shall bargain to agreement with the union prior to implementation of the Personnel Manual. The employees shall be entitled to any and all accumulated provisions outlined in the Personnel Manual as offered before this agreement.

Section 3.03 Transferring Work

In order to maintain the full potential of the County department, the work and duties that have been historically performed by the employees of that department, shall continue.

ARTICLE 4 -- NEW AND TEMPORARY EMPLOYEES

Section 4.01 New Hires

Preference will be given in employment consideration to residents of Montgomery County for employment in the State's Attorney Office.

All new employees covered by this agreement shall, during the first six (6) months of employment by the State's Attorney Office, serve a probationary / training period. Seniority for a temporary employee will begin on the first day of regular full-time employment and not sooner. Employees may be terminated at any time during this probationary period without any recourse to the grievance procedure.

Section 4.02 Temporary Employees

All temporary employees shall not be covered by this agreement nor have any rights to Article 20 (Grievance Procedures) and may be terminated at any time. It is understood that temporary employees shall not be employed for more than 840 hours within a 12 month period. On the 841st hour of employment the Temporary Employee status shall convert to new employee status and the employee shall be covered by the New Employee section of this agreement and be required to fulfill all union membership requirements as provided in this Agreement. No Temporary Employee shall be hired if any Bargaining Unit Employee is laid-off or discharged until such time as the bargaining unit positions are re-staffed or called back to active status with permanent employees, except that temporary employee(s) may be utilized during the time that the Employer is actively interviewing to re-staff the position(s) with new hires.

ARTICLE 5 -- NO STRIKE

The Laborers' Local Union 397 and the employees represented by the Union shall not engage in, nor encourage any engagement in, either directly or indirectly, any strikes, job actions, slowdowns or withdrawal of services against the Employer.

ARTICLE 6 -- HOURS OF WORK

The State's Attorney Office shall be open for business from 8:00 a.m. until 4:00 p.m. Monday through Friday with a one hour unpaid lunch period. 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.

Break Times – There shall be two (2) paid break times of fifteen (15) minutes each; one (1) between the hours of nine (9) am and eleven (11) am and one (1) between the hours of two (2) pm to three (3) pm. Such break times may not be cumulative or made the basis for a late starting or an early quitting time. Any break times not used on a daily basis are forfeited.

Lunch Period – 1 hours unpaid between the hours of eleven (11) am and two (2) pm. Such lunch period may not be cumulative or made the basis for a late starting or an early quitting time. Any lunch time not used on a daily basis is forfeited.

Employees shall not make or receive personal phone calls on either personal phones or work phones during work hours. This shall include all texting and exclude all emergencies.

When Overtime is available, it shall first be offered to the most-senior employee with the job assignment expertise for the work requiring overtime.

ARTICLE 7 -- HOLIDAYS

The State's Attorney Office shall be closed on all current holidays acknowledged by Montgomery County Board as legal holidays and shall continue to be given to each full-time employee in the State's Attorney Office and they shall be compensated at seven (7) hours regular pay for those holidays so observed: 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. If employees are asked to work on any of the above holidays, they shall be compensated for holiday pay and regular hours worked.

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.

ARTICLE 8 -- PERSONAL LEAVE

Each employee shall be entitled to four (4) personal leave days with pay per contract year. Personal leave shall be taken in increments of two (2) or more whole hours and must be used within one (1) year of the date of accrual or will be lost.

ARTICLE 9 -- SICK LEAVE

Section 9.01 Benefits

Sick leave is a benefit the Employer offers only to full-time employees with more than one (1) year of continuous service from last date of hire. As long as the employee remains on the payroll as an active employee, he/she receives this benefit. Employees on a worker's compensation leave will be paid only the difference between the worker's compensation payments and their regular salary for those days accrued and designated as sick days. All sick-leave benefits stop when the employee leaves his/her position with the Employer, except as noted below;

1. Each full-time employee shall be entitled to 12 days (84 hours) of paid sick leave per year after one year of continuous employment with the Employer.
2. Each full-time employee shall be entitled to an additional 12 days (84 hours) of sick leave on the subsequent anniversary dates of her/his continuous employment.
3. Upon termination of employment for cause, an employee will not be paid any accumulated and unused sick leave. Upon voluntary separation or involuntary layoff from employment, an employee will receive $20.00 per day with 100 day maximum.
4. Provided any accumulated unpaid sick leave, including seven (7) hour days in excess of 100, may be credited to the employee's IMRF Retirement to be considered additional service for IMRF benefits.

Unused sick leave allowed to be contributed toward an employee's IMRF pension benefits will be consistent with the policies, terms and conditions of said Fund.

Section 9.02 Eligibility

If doubt exists about the actual illness or disability of an employee, absent in excess of two (2) consecutive days, or where absence appears excessive or patterned, the employee may be required to provide the department head with a signed confirmation regarding the nature of the illness or disability from the employee's attending physician. A physician's certificate shall state the following: 1) that the absence from work was required; and, 2) that the employee is now fit to return to work.

Sick-leave notification must be made for each workday that paid sick leave is being requested, unless this requirement is expressly waived by the Employer. If the employee notifies the Employer that his/her illness will be in excess of one day, the Employer may waive this requirement.

Any employee contracting or incurring any non-service-connected illness or disability, which renders such employee unable to perform his/her duties, shall be eligible to use accumulated sick leave time for a period not to exceed her/his accumulated sick leave. Sick leave as provided under this Article, up to a maximum of twenty-one hours in any one of the current contract's years may be used in the event of serious illness, disability, or injury to a member of the employee's immediate family, when the leave is for the purpose of the employee personally caring for said afflicted family member. For the purposes of this Article, immediate family is defined as spouse living with the employee, or the employee's child or parent. The Employer has the authority to request evidence to substantiate that such leave was for the purposes herein set forth.

At the Employer's sole discretion, the exercise of which shall not be subject to review or appeal, whether under this or any other agreement, sick leave time in excess of twenty-one hours may be used for purposes set out under this paragraph.

Sick leave shall not be taken in increments of less than one (1) hour.

If an employee has received sick leave contrary to the provisions of this Article or through any misrepresentation made by the employee or by others on her/his behalf, she/he shall reimburse the Employer in an amount equal to the sick leave pay so received, and said employee is subject to discipline, including discharge. The Family and Medical Leave Act (FMLA) policy as contained in the Montgomery County Personnel Code shall govern FMLA leave.

ARTICLE 10 -- FUNERAL LEAVE

In the event of a death to an immediate family member of an employee, the employee (upon request) shall be granted up to three (3) scheduled work days off with pay, inclusive of the day of the funeral. The remaining paid time off must be taken during the time period commencing with the day of the death and ending seven (7) calendar days after the funeral. The immediate family shall be defined as spouse, child, mother, father, brother, sister, grandmother, grandfather, grandchildren, spouse's grandparents, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, and daughter-in-law. Step Family shall be considered immediate family for the purposes of funeral leave administration. Verification of attendance by the employee at the funeral may be required by the employer. The employee must notify or cause notification to be made to the State's Attorney or their designee of the employee's intention to take funeral leave by the beginning of the first day of such leave.

Subject to the approval of the State's Attorney or their designee, nothing herein shall prevent an employee from exercising his or her right to utilize accrued and unused personal leave, vacation leave or other accrued time to address personal needs related to the death of an immediate family member as defined herein or the death of another not included in the definition of immediate family, but where a definite family need or matter of legitimate bereavement can be demonstrated.

ARTICLE 11 -- DEATH OF AN EMPLOYEE

Upon the death of an employee, the Employer will pay to the employee's estate any accrued salary, compensation for unused vacation and compensation for sick leave as set forth in accordance with Article 10, Section 10.01 (Benefits). Payments due from insurance coverage are not within the control of the Employer and must be processed through regular channels.

ARTICLE 12 -- SENIORITY

Seniority is defined as the length of continuous service of an employee for the Employer within a given County department. In the event an employee is transferred from one department to another, the employee enters the new department as the employee with the least departmental seniority. However, the transferred employee does not lose County seniority, which is the basis for vacation and sick leave allowance.

The term "continuous service" shall be construed so that employees absent from employment due to sickness, injury, authorized leaves of absence or layoffs by the Employer, shall not cause a break in the meaning of "continuous" work for the purposes of computing seniority, except as provided for below.

Seniority and employment relationship shall be terminated when an employee:

a) voluntarily quits or retires;
b) is discharged for just and proper cause;
c) is absent for two (2) consecutive work days without valid excuse;
d) has performed no work for the Employer for a period of twenty four (24) consecutive months;
e) is laid off and fails to return to work, after having been notified by registered letter at his/her known address;
f) does not report for work at the termination of authorized leave of absence.

ARTICLE 13 -- PROMOTIONS, TRANSFERS

Section 13.01 Promotions

Positions with the State's Attorney Office shall be filled by promotions by the Employer whenever practical and in the best interest of the Employer, as defined be Article 3, Management Rights.

Section 13.02 Transfers

When an employee transfers to another County department, the transfer will have no effect on employment seniority with the County. Department seniority on the new position will start on the date of transfer.

ARTICLE 14 -- LAYOFF

In the event it becomes necessary to reduce the working forces in the State's Attorney Office for any reason or for any length of time, the employee with the least department seniority shall be laid off first then the next least and so on until the required number of employees has been laid off. When these employees are called back to work, it shall be in the reverse order of which they were

laid off. Layoffs for employees will not be cause for termination unless such layoff continues for two {2} years or more.

ARTICLE 15 -- LEAVES OF ABSENCE

This section is covered by the County FMLA Policy.

ARTICLE 16 -- VACATION

All regular full-time employees of the State's Attorney Office shall be entitled to vacation time with pay after one year of service. The amount of annual vacation leave shall be based upon the number of years of accredited service an employee has completed.

For employees hired before November 13, 2012, the vacation schedule shall be as follows:

Years Completed	Vacation Allotment
After 1 year	2 weeks (70 hours)
After 5 years	3 weeks (105 hours)
After 10 years	4 weeks (140 hours)
After 20 years	5 weeks (175 hours)
After 30 years	6 weeks (210 hours)

For employees hired after November 13, 2012, the vacation schedule (maximum of four weeks) shall be as follows:

Years Completed	Vacation Allotment
After 1 year	2 weeks (70 hours)
After 5 years	3 weeks (105 hours)
After 10 years	4 weeks (140 hours)
After 20 years	4 weeks (140 hours)
After 30 years	4 weeks (140 hours)

Vacation request will be processed according to seniority as defined in Article 7 of this Agreement.

Requests for more than two successive weeks will be considered under special circumstances by permission of the State's Attorney when and if the work in the department will not be adversely affected.

Holidays which occur during an approved vacation shall not be charged against vacation time.

Vacation time not used within a year is lost and is not cumulative. However up to five (5) days of earned vacation may be sold back to the County at regular pay in any contract year. Payment shall be made on the anniversary date of agreement.

ARTICLE 17 -- JURY DUTY

The County recognizes the responsibility of an employee who is called to serve for jury duty. Therefore, the Employer will pay to the employee so called for jury duty the difference between the amount received for jury duty service and the employee's regular wage for those hours served. The employee will provide the State's Attorney with a court receipt indicating date served and compensation received prior to any payments. Employees are expected to return to their County job functions whenever excused for a day or for a portion of a day from their jury service.

ARTICLE 18 -- INSURANCE

Section 18.01 Health Insurance
The Employer shall offer Health Insurance coverage to all bargaining unit members. Both the Employer and the Employee shall continue to pay the percentages of the monthly insurance premiums they currently pay on the date this Agreement is signed. Any increase in insurance premiums shall be divided equally between the Employer and the Employee. In the event there is a substantial change in the insurance plan such as prescription drug costs, deductibles out-of-pocket expenses or benefits, the parties agree to re-open negotiations to bargain the impact crated by the change.

Any employee laid off due to lack of work and covered by the Counties health insurance program will be eligible for the continuation of health insurance benefits as required by law and as outlined in the Consolidated Omnibus Budget Reconciliation Act (COBRA).

ARTICLE 19 -- GRIEVANCE PROCEDURE

Section 19.01 Grievance Defined
For the purpose of the Agreement, a grievance is defined as an employee's and/or Union dispute, claim or complaint involving the interpretation of, application of, or compliance with the provisions of this Agreement.

Section 19.02 Procedure
A grievance shall be processed in the following manner:
Step 1: Within five (5) business days of the occurrence of the event giving rise to the grievance, the aggrieved employee shall, with the steward representing him/her, discuss the grievance with the State's Attorney. If the grievance is filed orally, the steward shall expressly state before ending the discussion with the State's Attorney, that the discussion constitutes the first step of this grievance procedure. The steward and the State's Attorney will thereupon both sign and date a written statement acknowledging that a grievance has been filed at Step 1 and indicate the nature of the grievance and the desired settlement.

If a settlement is not reached as a result of said discussion within five (5) business days after the grievance is filed, the Union Business Representative shall submit a written grievance within five

(5) business days thereafter or at such other time as may be mutually agreed, in an attempt to reach a settlement.

The written grievance shall name the employee(s) involved, set forth the nature of the grievance, identify the facts upon which it is based and the provision(s) of the Agreement allegedly violated, state the contention of the employee with respect to said provision(s), indicate the relief requested and be signed and dated by the employee(s) affected and the Business Representative.

The State's Attorney shall give his/her written response within ten (10) business days after said presentation. Said written response shall be delivered either in person or by certified mail, return receipt requested.

Step 2 Employers: Should the aggrieved party and/or Union feel that the grievance was not satisfactorily settled in Step 1; the grievance shall be submitted, within ten (10) business days of completion of Step 1, to the Employer's designated representative, who shall meet with the Union's representative(s) in an attempt to resolve the grievance. Completion of Step 1, for the purpose of this Step, is when the Union receives the Employer's written response. The Employer shall give its written response within ten (10) business days after said submission.

Step 3 Voluntary Mediation: If the grievance is not satisfactorily resolved at Step 2, it may be submitted for mediation within fifteen (15) business days after receipt of the Employer's Step 2 response was due. If the parties mutually agree to mediation, they shall jointly submit a written request to the Federal Mediation and Conciliation Service (FMCS) requesting the services of a mediator for grievance mediation. The grievance mediation shall be held at a time and place mutually agreeable to the parties and the mediator in an attempt to satisfactorily settle the grievance.

Proceedings before the mediator shall be informal, and he/she will have the right to meet jointly and/or separately with any person or persons at the grievance-mediation conference. The mediator shall assist the parties in an attempt to reach voluntary settlement. If the parties reach a settlement, the settlement shall be reduced to writing and signed by the parties.

Step 4 Arbitration: If the grievance is not settled in accordance with Step 2 or 3, as the case may be, either: 1) if mediation was not agreed to, the Union may refer the grievance to arbitration within ten (10) calendar days after receipt of the Step-2 response; or, 2) if mediation was agreed to, the Union may refer the grievance to this Step within ten (10) calendar days after the final mediation session. The parties shall attempt to agree upon an arbitrator within five (5) calendar days after receipt by the Employer of the notice of referral. In the event the parties are unable to agree upon an arbitrator within five (5) business days, they shall immediately and jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. Either party may reject one (1) entire panel prior to any selection being indicated by either party. Both the Employer and the Union shall have the right to strike three (3) names from the panel. Each party shall alternately strike a name from the list, with one party striking the first name, the other striking the second name, and so on, until one name remains. The person whose name remains unstricken from the list after six strikes shall be the arbitrator. The order of striking shall be determined by a coin toss. The arbitrator shall be notified of selection by a joint letter from the Employer and the Union

requesting that the arbitrator set a hearing time and place, subject to the reasonable availability of their representatives.

Section 19.03 Arbitrator's Authority

The arbitrator shall act in a judicial, not legislative, capacity and shall have no right to amend, modify, nullify, ignore, add to nor subtract from the provisions of this Agreement. The arbitrator shall only consider and make decision with respect to the specific issue submitted to him/her. In the event the arbitrator finds a violation of the terms of this Agreement, he/she shall fashion an appropriate remedy. The arbitrator shall be without power to make a decision contrary to, or inconsistent with, or modifying or varying in any way the application of laws and rules having the force and effect of law. The arbitrator shall submit a written decision within thirty (30) days of the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof to a date certain. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. None of the terms of this Article shall contravene any existing law or statute. A decision rendered consistent with the terms of this Agreement shall be binding on both parties.

Section 19.04 Time Limits

If a grievance is not presented or appealed to the next step within the time limits set forth, or during a mutually agreed extension thereof, the grievance shall be deemed settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step, if any. Time limits for the processing of any grievance may be extended at any time by written mutual agreement of the parties.

Section 19.05 Expedited Procedure

The time limits set forth throughout this procedure shall be in effect except as to those grievances involving the Employer's action in the case of a disciplinary suspension, discharge or layoff from work, when the grievance shall be filed within three (3) business days after the employee or the Union knew of the action.

Section 19.06 Costs of Arbitration

The fees and expenses for the arbitrator's service and a copy of the arbitration hearing transcript for the arbitrator, if any, shall be borne equally by the Employer and the Union. Each party shall be responsible for its own copy of the transcript.

ARTICLE 20 -- SAVING CLAUSE

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislator, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE 21 -- GENDER DISCLAIMER

Whenever the female gender is used in this Agreement, it shall be understood to also mean male gender.

ARTICLE 22 -- CUSTODIAN OF THE RECORDS

The Employer shall establish and maintain records showing length of service, record of attendance and compensation allowed for time off for each employee.

ARTICLE 23 -- MILITARY SERVICE

Employees drafted into or who enlist in the military service shall be eligible to return to the position vacated within ninety (90) days of discharge and his or her seniority shall be considered continuous, in accordance with 330 ILCS 60. However, nothing herein is intended to prevent the employee so affected by military service from claiming his or her full rights and benefits under any other existing Federal or State law or any Federal or State law that may have been amended during the term of this agreement.

ARTICLE 24 -- WAGES

Section 24.01 Wages

Employees will receive wage increases as follows:

1. Effective December 1, 2018, the Employee's base rate of pay shall be increased by Thirty-five Cents ($.35) per hour.
2. Effective December 1, 2019, the Employee's base rate of pay shall be increased by Thirty Cents ($.30) per hour.
3. Effective December 1, 2020, the Employee's base rate of pay shall be increased by Thirty Cents ($.30) per hour.
4. Effective December 1, 2021, the Employee's base rate of pay shall be increased by Thirty Cents ($.30) per hour.

Section 24.02 Pension Contribution

The County agrees to make contributions on behalf of all full-time employees, to the Illinois Municipal Retirement Fund (IMRF) pension plan in the amount that the county is required to contribute by state statute.

Section 24.03 Business Attire

Employees will be provided three shirts per year embroidered with the office designation.

ARTICLE 25 -- DURATION

This contract shall be in full force and effect for a period of three (3) years beginning December 1, 2015 through November 30, 2022. Wages shall go into effect on December 1st of each calendar year. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing, not less than sixty (60) days before its termination that the party desires to modify or terminate this Agreement.

In the event such notice is given, negotiations shall begin no later than fifteen (15) days after the date of such notice. All requests for changes to the contract shall be exchanged in writing at the first scheduled meeting of said negotiations.

ARTICLE 26 -- MISCELLANEOUS PROVISIONS

Section 26.01 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.

Section 26.02 Drug-Free Workplace Policy
The current County Drug Testing Policy & Procedures will be in effect.

DRUG AND ALCOHOL USE/ABUSE POLICY

Intent: Montgomery County is concerned about the ultimate effects of the use of illegal drugs and the use of alcohol upon the health and safety of its employees and the public. We recognize that studies indicate that alcohol abuse and the illegal use of drugs leads to increased accidents and medical claims. Employees who abuse drugs and alcohol present a danger to themselves, their fellow employees, the County and the public. In addition, the increased medical costs incurred by employees who use/abuse drugs and/or alcohol and the associated decreased productivity of these individuals because of accidents, absenteeism and turnover adversely affect achievement of the County's mission and goals.

No part of this policy, nor any of the procedures hereunder guarantees employment, continued employment or terms or conditions of employment, or limits in any way the County's rights to manage its workplace or discipline employees.

Definitions: For purposes of this policy, the following terms shall have the following meanings:

A. "Premises" shall include all work sites, work areas, property owned or leased by the County, or vehicles owned, operated, leased or under the control of the County. Privately-owned vehicles parked or operated on property owned, leased or managed by the County are also included under the definition.
B. "County time" shall include all times during which an employee is on County premises, meal and break times on or off the County premises, or performing work off the premises for the benefit of the County, as a representative of the County.
C. "Legal drug" means any substance, the possession or sale of which is prohibited by law, including prescription drugs that have been and over-the-counter drugs.
D. "Illegal drug" means any controlled substance, the possession or sale of which is prohibited by law.

E. "Under the influence" means the condition wherein any of the Body's sensory, cognitive or motor functions or capabilities is altered, impaired, diminished or affected due to substances. This also means the detectable presence of substances within the body, regardless of when or where they may have been consumed, having an alcohol concentration within the violation range specified by the laws of the State of Illinois and/or having a positive test for other substances. With respect to employees subject to the Federal Motor Carrier Safety Administration, U.S. Department of Transportation, under the influence is defined in accordance with FMCSA regulation as having an alcohol concentration of 0.04 or greater.

F. "Substance" means any alcohol, drugs or other substances (whether ingested, inhaled, injected subcutaneously or otherwise) that have known mind-altering or function-altering effects upon the human body or that impair one's ability to safely perform his or her work, specifically including but not limited to prescription drugs and over-the-counter medications, alcohol, drugs and other substances made illegal under federal or state law, synthetic or designer drugs, illegal inhalants, look-alike drugs, amphetamines, cannabinoids, (marijuana and hashish), cocaine, phencyclidine (PCP), opiates and any drugs or other substances referenced in Schedule I through V of 21 C.F.R. Part 1308 (whether or not such drugs or other substances are narcotics).

G. "Traceable in the employee's system" means that the results of a laboratory's analysis of the employee's urine or blood specimen is positive for the tested substance.

H. "Reasonable suspicion" means suspicion based upon: specific personal observations of the County's representatives can describe concerning the employee's appearance, movements, behavior, speech, breath detection of a prohibited substance in the area where an employee has/had been working, an unexplained decline in work performance or attendance, a workplace accident or safety violation.

I. "Work-related cause" means the employee has: incurred a work-related injury requiring medical attention at a medical facility, caused the injury of another person on County premises or during County time, caused damage to any County-owned or leased property, or commits repeated and/or flagrant violations of safety standards.

Applicability:

A. This policy applies to all employees and volunteers of the County, as well as candidates for employment with the County, who have been given conditional offers of employment. Such persons are responsible to be familiar with and comply with this policy.

B. The provisions of this policy are subject to any federal, state or local laws that may prohibit

or restrict their applicability and testing for substances shall be conducted and in accordance with and limited by such laws, notwithstanding any terms of this policy to the contrary.

Policy:

A. Alcohol or Illegal Drugs or Substances: The possession, sale, purchase, use or transfer of alcohol or an illegal drug or substance while on the County's premises or while on County's time is prohibited. In addition, employees may not report to work or be on County premises or County time under the influence of alcohol or with any traceable illegal drug or substance in their system.

B. Any violation of this policy may result in immediate discharge and may subject an employee to legal action.

C. Legal Drugs: The County does not condone the abuse of legal drugs or working under the influence of legal drugs to the extent that job performance and/or safety is adversely affected. Employees using prescription and/or over-the-counter drugs are responsible for being aware of any potential effect such drugs may have on their judgment or ability to perform their duties.

D. Pre-Employment Substance Testing: Upon receipt of a contingent offer of employment, candidates may be subject to pre-employment substance testing. Individuals to whom a contingent offer is made whose pre-employment substance test returns positive (except with respect to prescription drugs and over-the-counter medications) will be ineligible for employment. Candidates who test positive may have their contingent offer of employment revoked.

E. Random Selection Testing: The County is a drug-free workplace and reserves the right to conduct random testing on all employees. All employees are subject to random testing for substances. Where random testing is prohibited or restricted by applicable state or local statute or regulation, or other legally-binding agreement, the County will conform to all applicable laws, regulations or agreements notwithstanding the provisions of this policy.

F. Post-Accident Testing: If the County has reasonable cause to believe an employee has caused an on-the-job injury that is considered recordable under OSHA guidelines (i.e. requiring medical treatment) as a result of being under the influence, the supervisor may require the injured employee to undergo a post-accident substance test. Employees who operate vehicles owned by the County are subject to random, no-notice substance testing.

G. Fitness for Duty: Employees suspected of being unfit for duty as a result of the use of reasonably suspected use of substances may be subject to substance testing. Employees who have successfully completed a substance abuse or rehabilitation program will be required to submit to a fitness for duty substance test before being permitted to return to work.

H. Per FMCSA regulation, a driver subject to DOT regulations who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall not perform, safety-sensitive functions for at least 24 hour.

A. **Disciplinary Action:**

1. Any employee who possesses, sells, purchases, uses or transfers alcohol or an illegal substance on County premises may be subject to immediate discharge.
2. Any employee who reports to work under the influence or with an illegal drug or substance traceable in his/her system may be subject to immediate disciplinary action up to and including discharge.
3. Any employee who refuses to sign a consent form or cooperate in providing a specimen for testing when required under this policy may be subject to immediate disciplinary action up to and including discharge.
4. Any employee who refuses to participate in rehabilitation/treatment, as recommended as a result of a positive test, and evaluation by a substance abuse counselor may be subject to immediate discharge.

Testing Procedures:

A. Testing: The County may require an employee or candidate to provide a urine specimen, submit to a blood test, provide hair or saliva samples and/or undergo breath/alcohol testing for laboratory analysis at a medical clinic or other location as designated by the County immediately upon the request of authorized County representatives or agents in accordance with this policy.

1. An employee who appears to be under the influence of a substance, in the sole discretion of the County, should be removed from the work area and provided with transportation to the place of testing. The County should call the emergency contact indicated by the employee or, if unavailable, arrange for the employee to be transported home following the test.
2. Prior to submitting to testing, an employee or candidate may confidentially disclose to the independent medical examiner any prescription drugs or over-the-counter medications that he/she has taken or known medical condition that might interfere with an accurate test result. Such information will only be revealed to the County as permitted by law.
3. At the discretion of the County, employees suspected of violating this policy may be placed on administrative leave without pay pending test results. If the test results are negative, the employee will be reimbursed for any salary lost during administrative leave.
4. Specimens reported by the testing laboratory as adulterated or substituted will be considered a refusal to test and may be grounds for immediate termination of employment or ineligibility for hire.
5. Should a candidate or employee fail the initial drug test, the candidate or employee will have the option of re-testing within 24 hours at the County's expense.
6. If the second test is also positive, the candidate or employee will have the opportunity to explain the results. The County retains the discretion to determine the appropriate disciplinary action following two positive drug tests.

B. Consent: The employee must sign a consent form authorizing the medical clinic or other location as designated by the County to perform the aforementioned tests and release the results of the testing to the County.

C. Chain of Custody Procedures: At the time specimens are taken, a standard "chain of custody" or "chain of possession" procedures will be followed and the employee shall be given copy of these specimen collection procedures.

D. Confidentiality: The results of any testing shall be kept strictly confidential among the employee, the clinic/other designated location or any outside laboratory used for analysis and the County. However, the County may use the results to decide upon an action to be taken towards an employee or, to the extent necessary, to defend its actions in any subsequent grievance, arbitration, legal or other proceeding.

E. Treatment: An employee who voluntarily informs the County that he/she has a drug or alcohol abuse problem and desires rehabilitation assistance may be granted a leave of absence, in accordance with the County's Family Medical Leave Act policy. The sole purpose of such leave is to obtain the necessary rehabilitation assistance. The employee may be required to periodically provide proof that he/she is participating in an approved rehabilitation or after-care program. Any employee who returns to work after completion of a rehabilitation program and who subsequently violates the substance abuse policy may be immediately discharged without regard to a request for further rehabilitation.

F. Searches: Authorized County representatives or agents may conduct searches of personal effects, vehicles, lockers, desks and rooms for drugs/alcohol and related paraphernalia, dangerous weapons, County property or property of other employees, consumers, etc. Items discovered through such searches may be turned over to law enforcement authorities.

G. Employees must notify the County within five (5) days of any criminal drug statute conviction.

H. The County, with the development and implementation of this policy, is making a good faith effort to maintain a drug/alcohol-free workplace.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 9th day of October, 2018.

For The Employer:

Montgomery County, Illinois

Evan Young, County Board Chairman

Date: 10/9/18

Bryant Hitchings, State's Attorney

Sandy Leitheiser, County Clerk & Recorder

Kirby Furness, Chairman Personnel Committee

For The Union:

Laborers' Local 397

Steven C. Tyler, Business Manager

Date: 2/4/19

William L. Traylor,
Business Representative

Union Negotiating Committee: