

**AGREEMENT  
BY AND BETWEEN**

**THE RANDOLPH COUNTY BOARD  
AND  
LOCAL 399, INTERNATIONAL UNION OF  
OPERATING ENGINEERS, AFL-CIO**

**December 1, 2015 – November 30, 2018**

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**AGREEMENT  
BY AND BETWEEN  
THE RANDOLPH COUNTY BOARD  
AND  
LOCAL 399, INTERNATIONAL UNION OF  
OPERATING ENGINEERS, AFL-CIO**

This Agreement is made and entered into this \_\_\_\_ day of February 2016 by and between the Board of Randolph County and on behalf of Randolph County, Illinois (hereinafter referred to as the Employer) and the International Union of Operating Engineers, Local 399, AFL-CIO (hereinafter referred to as the Union) on behalf of certain service employees as specified in ARTICLE 1, Section 1, of this Agreement.

**ARTICLE 1**  
**UNION RECOGNITION AND MEMBERSHIP**

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining agent in all matters pertaining to wages, hours and working conditions of employment for its employees as certified by the Illinois State Labor Relations Board for the following unit in Case No. S-RC-95-26:

Including all full-time and regular part-time employees of the County of Randolph, County Clerk and Recorder, Assessor, Treasurer, Coroner, Sheriff, and State's Attorney of Randolph County, but excluding employees of the Circuit Clerk of Randolph County, the Administrator in the State's Attorney's office, confidential employees, managerial employees, supervisors, attorneys, and any employee currently represented in an existing bargaining unit.

Section 2. If a new position or classification is agreed to be included in the unit by the parties, the parties shall negotiate the proper pay rate. If no agreement is reached on a pay rate, within thirty (30) calendar days from the date the position or classification was established, the Union may appeal the matter to the arbitration step in the grievance procedure.

Section 3. There shall be no individual agreements between the Employer and the bargaining unit employees that conflict or supersede this Agreement.

Section 4. Union representative(s) from Local 399 of the International Union of Operating Engineers shall be granted access to the premises of the Employer in order to conduct union business. It is not the intent of the Union to disrupt the normal work process; however, necessary discussions will be held as to be as non-disruptive as possible. Lengthy discussions will be held on employees' time only.

Section 5. A full-time employee is an employee scheduled to work 36 – 40 hours per workweek over a six (6) month period. A regular part-time employee is an employee scheduled to work 24 or more, but less than 36 hours, per workweek over a six month period.

**ARTICLE 2**  
**UNION SECURITY AND UNION DUES CHECK-OFF**

Section 1. As a condition of continued employment, all employees included in the collective bargaining unit ninety (90) days after the start of their employment with the Employer or the effective date of this Agreement, whichever is later, shall become members of the Union and pay to the Union periodic monthly dues and initiation fees uniformly required of all union members or pay to the union a fair share fee equivalent to the periodic monthly dues required of union members. Employees who fail to comply will be terminated by the Employer upon request of the Union.

Section 2. The Employer agrees to deduct the periodic monthly membership dues and initiation fees from the pay of each employee who voluntarily submits a proper check-off authorization form and remit such deductions to the Union. The Employer shall automatically deduct the periodic monthly service fees equivalent to the Union's periodic monthly membership dues from the pay of each employee who elects not to become a union member and remit such deductions to the Union. Deductions shall be made from the first paycheck of each month.

Section 3. The Union shall notify the Employer in writing of the proper amount of the dues, initiation and fair share fees and any subsequent changes in such amounts. The Employer agrees to furnish the Union a monthly record of those employees for whom deductions have been made and the amount deducted.

### **ARTICLE 3 RESIDENCY**

Employees must reside within Randolph County. Any employees hired after the effective date of this Agreement who are not residents of Randolph County are required to abide by the provisions of this Article within ninety (90) days after successful completion of the Introductory Period. Employees residing outside of Randolph County prior to July 1, 1995, shall be exempt (at their present location) from this Article. Extensions to the 90 day provision may be granted by mutual agreement.

### **ARTICLE 4 INTRODUCTORY PERIOD**

Section 1. The Introductory Period for a newly hired employee in the bargaining unit shall be ninety (90) calendar days.

Section 2. During this Introductory Period, the employee is expected to observe, learn, and meet the established performance standards, procedures, and work rules for employees in that position. Proper training will be provided by the Employer. During this Introductory Period, the employee may be terminated at the Employer's discretion without recourse to the grievance procedures.

Section 3. Upon successful completion of the Introductory Period, full-time employees become eligible for paid insurance benefits. Accrual dates for all benefits start at the hire date. Paid medical, dental and life insurance benefits start thirty (30) days after the first day of the calendar month in which the full-time employee is hired. For example, a full-time employee hired on November 2<sup>nd</sup> of any year receives medical, dental and life insurance benefits starting the following January 1<sup>st</sup>.

**ARTICLE 5**  
**HEALTH, MEDICAL AND LIFE INSURANCE AND TRAVEL REIMBURSEMENT**  
**BENEFITS**

Section 1. The parties understand and agree that health insurance benefits are among the most important benefits available to employees under this collective bargaining agreement. It is the desire of employees and intent of the Employer to maintain health insurance benefits at the costs set out under Section 3 below. The parties understand that the cost of health insurance has risen substantially and is likely to continue rising during the term of this collective bargaining agreement and that employees have an important role in controlling health care costs. Accordingly, the parties agree that the Union will be given information about matters affecting health care insurance, and upon request, will be given the opportunity to discuss with the Employer any changes to health care benefits, including, by way of example only, the identity of the carrier and the specific benefits to be provided. It is, however, understood and agreed that the costs of insurance born by the Employer and the employee, as well as the benefits available, may change during the term of this Agreement.

Section 2. GROUP MEDICAL AND LIFE INSURANCE

1. Group Medical Insurance Plan. Each full-time employee is entitled to Group Medical coverage on the first day of the month following thirty (30) days of employment. While on a period of disability under IMRF, the Employer shall pay for the employee's medical insurance coverage for the first six months of disability. While on disability, an employee may continue on the Group Medical Insurance for an additional eighteen (18) months, reimbursing the Employer for full costs of coverage for self and/or any dependents.
2. The Employer will provide payment of \$150.00 per month to the employees not participating in Group Medical Insurance. Employees not participating must meet requirements set by the Employer. If during this contract, this provision is found to be or becomes in conflict with the Affordable Care Act, this payment will be discontinued without any other changes to benefits or compensation under this Contract. Affected employees will have the right to sign up for medical coverage without waiting to the next open enrollment if allowed by law.
3. Group Life Insurance Plan. Each full-time employee is entitled to coverage under the Employer's Group Life Insurance Plan effective on the first day of the month following thirty (30) days of employment.
4. An employee may elect family and dependent coverage with the employee to pay all costs, including any increases.

Section 3. EMPLOYEE COST OF GROUP MEDICAL INSURANCE

1. The cost of the employee-only health insurance shall be paid by the Employer, except the employee shall be required to contribute \$25.00 per month to the cost of the employee-

only health insurance and contribute \$25.00 per month to their Health Savings Account.

2. The Employer will contribute \$1,500 in 2016, 2017 and 2018 to the employee's health savings account each year. Payments of \$500 will be disbursed on January 1, April 30 and October 1 of the respective years.
3. If a substantial increase or reduction in the cost of employee health insurance occurs for the Employer, the Employer and the Bargaining Unit agree to reopen the contract for discussions as to Numbers 1 and 2 in this section only.

Section 4. TRAVEL EXPENSE/REIMBURSEMENT

1. Reimbursement for travel expenses will be at the rates set by the Employer.

**ARTICLE 6  
SCHEDULED WORKING HOURS**

Section 1. Regular working hours shall be from 8:00 am to 4:00 pm, Monday through Friday, except legal holidays and other days observed as holidays by the Courthouse. The normal work week shall be forty (40) hours. Employees may flex their starting and ending times from the 8:00 am to 4:00 pm standard work day to meet special needs of the employee with approval from their Elected Official or designee; special needs are those of an infrequent and irregular nature.

Section 2. Lunch periods shall be of sixty (60) minute duration. Lunch periods may be staggered at the employee's Elected Official's or designee's discretion to assure that coverage of the office is available. The lunch period should be taken near the middle of the employee's daily work and with the approval of the employee's Elected Official or designee. An employee must work not less than four (4) hours to qualify for a lunch period, and the lunch period shall not regularly be taken as the first or last hour of the day.

**ARTICLE 7  
HAZARDOUS WEATHER**

Section 1. Employees who do not report for work on a scheduled work day due to weather conditions may charge the time against accumulated leave at the employee's option:

1. Vacation leave
2. Personal leave
3. Sick leave
4. Compensatory time
5. No pay status

Section 2. Employees who have reported for work and who choose to leave work due to severe weather conditions may charge the missed time as in Section 1.



**ARTICLE 8  
HOLIDAYS**

Section 1. Each year, a list of holidays and the dates of observance thereof will be given to each employee. Full-time employees, after successful completion of the Introductory Period, are entitled to eight (8) hours pay at their regular hourly rate for the holidays as listed below. After successful completion of the Introductory Period, regular part-time employees will be paid on a pro-rata basis for each holiday.

- |                             |                                      |
|-----------------------------|--------------------------------------|
| New Year's Day              | Labor Day                            |
| Martin Luther King Birthday | Columbus Day                         |
| Lincoln's Birthday          | Veteran's Day                        |
| President's Day             | Thanksgiving Day & Friday thereafter |
| Good Friday                 | Christmas Eve Day                    |
| Memorial Day                | Christmas Day                        |
| Independence Day            | New Year's Eve                       |

Section 2. When Christmas Eve Day and New Year's Eve Day occur on a Saturday or Sunday, eligible employees shall be awarded an additional personal day for each holiday, which personal day shall be taken at times mutually agreeable between the employee and their Elected Official. When Christmas Day and New Year's Day occur on a Saturday or Sunday, the following Monday shall be a holiday.

**ARTICLE 9  
VACATIONS**

Section 1. After completing twelve (12) continuous months of service with the Employer, full-time employees and regular part-time employees are entitled to annual vacation pay as follows:

<u>1. Years Of Service</u>	<u>Paid Vacation Days Per Anniversary Year</u>
1 Year	5 Days
2 Years	10 Days
4 Years	15 Days
9 ½ Years	20 Days
15 Years	25 Days

2. Regular part-time employees will be entitled to vacation on a pro-rata basis figured monthly.

Section 2. The twelve month vacation year begins on the employee's date of employment and on succeeding employment anniversary dates. Vacation leave must be approved in advance by the employee's Elected Official or designee.

Section 3. If a paid holiday falls within the vacation period, that day will not be charged to the employee's vacation time. Employees on unpaid leave of absence will not accumulate vacation leave.

Section 4. Payment in lieu of vacation leave will not be given, and vacation may not be carried over from year to year.

Section 5. For vacation requests submitted before March 1<sup>st</sup>, if requests conflict with each other, seniority shall be the controlling factor in determining which of those requests will be approved. For requests submitted after March 1<sup>st</sup>, seniority shall be the controlling factor provided another employee's request has not been previously approved.

Section 6. Upon voluntary termination of employment, payment for unused vacation leave shall be made to the employee at his/her hourly rate.

## **ARTICLE 10 PERSONAL LEAVE**

Section 1. After successful completion of the Introductory Period, full-time employees are eligible for personal leave of four (4) days per year; regular part-time employees are eligible for personal leave on a pro-rata basis, calculated quarterly. Personal leave must be approved by the employee's Elected Official or designee. Payment in lieu of personal leave will not be given. Personal leave may not be carried over from year to year. The term "year" refers to the calendar year beginning January 1<sup>st</sup>. New employees will receive personal leave on a pro-rata basis after their Introductory Period.

Section 2. An additional personal day shall be granted in lieu of General Election Day. This personal day will accrue every other year.

Section 3. One (1) day of personal leave may be carried over from year-to-year at the discretion of the employee's Elected Official or designee.

Section 4. Upon voluntary termination of employment, payment for unused personal leave shall be made to the employee at his/her hourly rate.

## **ARTICLE 11 FUNERAL LEAVE**

Section 1. In the event of a death in the immediate family (spouse, parent, child, brother, sister, parent-in-law, brother-in-law, sister-in-law, step parents and step children) of a full-time employee, the employee shall be granted up to five (5) days paid leave of absence. An employee shall be granted two (2) additional days of unpaid funeral leave with the approval of the employee's immediate supervisor. In the event of the death of employee's grandparent, aunt or

uncle, the employee shall be granted three (3) days paid leave of absence. The Employer may require proof to substantiate such leave.

Section 2. Time off for a funeral, other than as listed above, shall be scheduled with the employee's Elected Official or designee and charged to vacation, personal or sick leave.

## ARTICLE 12 SICK LEAVE

Section 1. After completing the Introductory Period, each full-time employee and regular part-time employee shall be entitled to sick days with pay as follows:

1. Full-time employees are entitled to sick days with pay at the rate of eight (8) hours for each completed month of service.
2. Regular part-time employees are entitled to sick days with pay at a pro-rata basis for each completed month of service.
3. Part-time temporary employees are not entitled to receive sick leave benefits.
4. Employees on unpaid leave of absence or layoff status will not accumulate sick leave.
5. Sick leave may be used for illness, disability or injury of the employees, appointments with doctors, dentists, or professional medical practitioners and may be used in the event of the serious illness, disability, injury or death of a member of the employee's immediate family. The Employer may require evidence to substantiate that such leave days are used for these purposes.
6. An additional two (2) weeks paid maternity leave shall be granted at the request of an employee.
7. Employees requesting sick leave must notify their Elected Official or designee as soon as possible, according to procedures established within the employee's department. Failure to report can be cause for considering the absence to be unauthorized without pay.
8. On returning to work from a prolonged absence, employees may be asked to provide a physician's report regarding any limits on physical activity and the likely duration of these limits.
9. Sick leave may be accumulated to a maximum of sixty (60) working days to be used for actual illnesses. Employees have the option to request payment for any days in excess of sixty (60) in the January following the calendar year in which the sick leave was earned and at the rate of the previous fiscal year, or to deposit the excess days into a 457 Section Deferred Compensation Plan. Effective December 1, 2009, the Employer will pay to the employee no more than his/her annual sick leave contribution.

10. For employees hired after December 1, 2012, sick leave may be accumulated to a maximum of thirty (30) days.
11. Extended Health Leave. At the discretion of the Employer and if applicable, the appropriate Elected Official, an employee may be granted an unpaid leave for extended illnesses for up to one (1) year. No benefits or seniority will accrue during this Leave, based on a prorated basis for each full month of the Leave. Upon returning to work, the employee would be reinstated into their original position at the appropriate wage and benefit amounts.

### **ARTICLE 13 FAMILY AND MEDICAL LEAVE**

The parties recognize that additional rights regarding leaves of absences may exist under the Family Medical Leave Act. Employees who take a leave of absence pursuant to the Family Medical Leave Act shall have the option of using accumulated time prior to going on unpaid leave, but shall not be required to use any accumulated time.

### **ARTICLE 14 JURY DUTY**

Any employee who is called for jury duty shall be excused from work for the days served. Employees shall receive their normal rate of pay for each day of jury duty for which they would have worked. During this time, if the employee is not actually performing jury duty, the employee shall return to work for the remainder of the work day. Payment received for jury duty shall be returned to the Employer; however, mileage reimbursement shall be retained by the employee.

### **ARTICLE 15 COMPENSATION**

Section 1. Paychecks – Employees shall receive their paychecks on a bi-weekly basis.

Section 2. No Advance – There shall be no advances or loans to employees.

Section 3. Paycheck Errors – If an incorrect paycheck is issued, the employee should immediately notify their Elected Official or designee. A corrected check will be issued.

Section 4. Overtime – Employees are eligible for overtime pay at a rate equal to one and one-half times that employee's regular hourly rate for each hour worked in any calendar week in which such employee works more than forty (40) hours or eight (8) hours in a day. All overtime must be requested and approved by the employee's Elected Official or designee in advance; the request and approval shall ordinarily be in writing. Time worked on the seventh day in any

work week shall be paid for at two times the employee's hourly rate.

Section 5. Compensatory Time – Upon approval by the employee's Elected Official or designee, employees, who work more than forty (40) hours in any calendar week, may choose to receive compensatory time at the rate of one and one-half hours for such hours in lieu of receiving overtime pay. Compensatory time should be scheduled at the earliest possible date agreeable between the employee and the Elected Official or designee, and may be carried over beyond the fiscal year in which it was earned for a period not to exceed six (6) months. Payment for compensatory time shall be at the rate in effect when the compensatory time was worked.

Section 6. Pay rates, as negotiated by the parties, are set forth in Schedule A to this Agreement.

Section 7. Work performed on any holiday recognized in this Agreement shall be compensated at two times the employee's hourly rate, plus holiday pay of eight (8) hours at the employee's basic straight time hourly rate.

Section 8. Employees called back to work shall have a minimum guarantee of two (2) hours pay or be paid for actual work performed, whichever is greater, at the applicable overtime rates specified elsewhere herein, provided that the employee presents themselves on the Employer's premises and reports themselves available for work. However, if their regularly scheduled shift starts within two (2) hours after they are called back, they shall revert to their regular rate at the start of their regular scheduled shift, but in no case can they be paid less than two (2) hours at the applicable overtime rate for time worked prior to their shift.

## ARTICLE 16 SENIORITY

### Section 1.

1. The Employer agrees to provide rosters to the Union of the employees in classifications covered by this Collective Agreement, showing each employee's seniority, job classification, current address and phone number.
2. The Employer agrees to provide to the Union the above mentioned rosters upon its request annually.
3. Seniority shall be by office and shall prevail in regard to choice of working shifts and vacation periods.
4. Seniority in regard to layoffs shall be defined as the total length of continuous service with the Bargaining Unit.
5. The Employer retains the right to select the Chief Deputy of each department from within the Bargaining Unit.
6. Members of the Bargaining Unit laid off during the fiscal year ended November 30, 2014 will have recall rights for three years from the date of their most recent lay off, but will

not have retreat rights to their previous office (or position) before being laid off.

Section 2. If a reduction in the workforce would occur, all earned benefit time will be paid to the employee on a pro-rated basis. This policy will not be in effect in situations such as a discharge due to misconduct or criminal behavior.

Section 3. In the event economic conditions warrant a change, all services will be considered before a reduction in workforce is considered. In the event a reduction in workforce is required, the Employer agrees to discuss the effects of the decision with the Union. The Employer shall make an effort to relocate any bargaining unit employee who is to be laid off in other positions in the Courthouse.

Section 4. Filling of Vacancies within the Bargaining Unit. Any vacancies to occur must first be approved by the Employer through the Randolph County Board Chairman and (if applicable) the appropriate Elected Official of the office where the vacancy is to occur before the vacancy may be posted or filled.

1. For at least five (5) calendar days, the Employer shall post notice of any vacancy to all other bargaining unit employees. The Employer may also take steps to recruit or advertise the vacancy outside the specific office as deemed appropriate.
2. Any employee covered by this Agreement desiring to bid on any posted vacancy shall submit their name and any other materials in support of their bid by the date indicated on the posted notice to be eligible for consideration. Employees within the specified office shall be given first consideration. Employee(s) awarded a bid shall be allowed to bump back into their original position in the event they do not make an introductory period of thirty (30) calendar days or choose to return to their original position within this introductory period.
3. If the vacancy in the Bargaining Unit is filled by a current employee of the Employer who is not within the Bargaining Unit, the employee shall retain all seniority rights and benefits currently held except for their seniority within the Bargaining Unit for purposes of Article 16, Section 1, Items numbers 3 and 4. In the event of a staff reduction, employees under this Item number will have retreat rights to their old position for one (1) year after they have left that office.
4. In the event no employee bids to fill a vacancy, the Employer, through the Randolph County Board Chairman and the affected Elected Official(s) may choose an employee from another office (or position) to fill such vacancy. The employee chosen must be the least senior, non-chief deputy employee in the office from which the employee is chosen, the employee chosen shall enter the new office (or position) with the same time for seniority as they possessed in the prior office as it relates to Section 1, Number 3 under this Article, and the employee chosen shall not be moved to a lower pay scale position.

Section 5. Floating Employee. The Employer, through the Randolph County Board

Chairman may, as needed, and from time to time, create a new position(s) within the Bargaining Unit known as a Floating Employee(s), assigned to work in different Elected Official's offices, as agreed by the appropriate Elected Official, and as needed, and at various times throughout the year. This position will be filled by the three (3) least seniority employee(s) within the Bargaining Unit as defined under this Article, Section 1, Number 4 for employees hired within the Bargaining Unit after December 1, 2015.

Section 6. Seniority shall cease if an employee:

1. Quits;
2. Is discharged for just cause;
3. Is absent from work three (3) consecutive days without notification, other than because of proven sickness or is unable to notify the office holder because of incapacity or other reasonable excuse;
4. Is laid off or does not work for more than thirty six (36) continuous months.

## **ARTICLE 17 NO STRIKE**

Section 1. The Union recognizes and agrees that the employees it represents will provide the Employer service on a continuous basis. The Union and its members hereby agree that during the term of this Agreement there will be no interruption of this service due to any strike or work stoppage, slow down, or other activity which would impede the provision of such service.

Section 2. The Employer hereby agrees that during the term of this Agreement there will be no lock out of its employees.

## **ARTICLE 18 GRIEVANCE PROCEDURE**

Section 1. A grievance is defined as a complaint arising under and during the term of this Agreement, raised by an employee or the Union, against the Employer, alleging that there has been a violation, misinterpretation or misapplication of this Agreement. A grievance must be raised within ten (10) working days of the events known, or which reasonably should have been known to the grievant, which give rise to the grievance.

Section 2. It is agreed that representative(s) of the Union may appear on behalf of any employee in any of the grievance or arbitration proceedings outlined in this Agreement.

Section 3. A grievance filed against the Employer will be processed in the following manner:

- Step 1. Any employee or authorized Union representative acting on behalf of the Union may discuss with the employee's immediate supervisor or the employee's Elected Official the alleged grievance. If a satisfactory resolution is not reached, the employee or authorized Union representative will present the grievance in written form to the Elected Official, who will give a written response within five (5) working days of receipt of the grievance. A failure to respond shall be construed as a denial. Neither the employee's supervisor nor the employee's Elected Official may enter into a grievance settlement that would alter the terms of this Agreement.
- Step 2. If the grievance is not settled in Step 1 and the grievant or the Union wish to appeal the grievance to Step 2, it shall be submitted to the County Board for resolution. The County Board shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within five (5) working days with the grievant, a Union representative and a Business representative from the Union. If no settlement of the grievance is reached, the County Board shall provide a written answer to the Union Business Representative or his designee, within five (5) working days following the meeting. A failure to respond shall be construed as a denial.
- Step 3. If the grievance is not settled in Step 2, the Union may refer the grievance to arbitration.
- (a) The parties shall attempt to agree upon an arbitrator within five (5) working days after the receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within the five (5) day period, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators who are all members of the National Academy of Arbitrators. Each party retains the right to reject one panel in its entirety and request a new panel be submitted. With first strike determined by a coin flip, the Employer and the Union shall alternate striking one name from the list until only one name remains.
  - (b) The arbitrator shall be notified jointly by the parties of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of the Union and the Employer.
  - (c) The Employer and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Employer and the Union retain the right to employ legal counsel.
  - (d) The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.



- (e) More than one grievance may be submitted to the same arbitrator only if both parties mutually agree to do so in writing.
- (f) The fees and expenses of the arbitrator shall be divided equally between the Employer and the Union.

Section 4. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation, or misapplication of the specific provisions of this Agreement. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws. Any decisions or awards of the arbitrator shall be final and binding on the Employer, the Union and the employees covered by this Agreement.

Section 5. The Union retains the right to resolve grievances through negotiated settlements on behalf of the Union or the grievant.

## **ARTICLE 19 DISCIPLINE**

Section 1. The Employer agrees with the tenets of corrective and progressive discipline. Disciplinary action shall include only the following:

1. Oral warning
2. Written warning
3. Suspension without pay
4. Discharge

Section 2. The Employer agrees that disciplinary action shall only be imposed for just cause and shall be imposed as soon as practical after the Employer learns of the occurrence giving rise to the need for disciplinary action and after the Employer has a reasonable opportunity to investigate the facts.

Section 3. The requirement to use progressive disciplinary action does not prohibit the Employer from using a more severe measure, including discharge, when the offense indicates that a substantial shortcoming or action of an employee renders the continuation of employment or the employee is detrimental to the Employer. Such disciplinary actions shall include, but not be limited to the following: carrying a concealed weapon; gross insubordination; possession of a controlled substance, illegal drugs or alcohol; intentional destruction or theft of Employer property; fighting on the job; appearing for work under the influence of drugs or alcohol or other substances that may impair an employee's ability to perform all of the duties required. Nothing herein shall preclude the use of prescription medication in accordance with a physician's direction. Both the employee and the Union shall be notified of disciplinary action. Such

notification shall be in writing and reflect the specific nature of the offense.

Section 4. Both the employee and the Union shall be notified of disciplinary action. Such notification shall be in writing and reflect the specific nature of the offense and directions to the employee for future behavior. If the Employer has reason to discipline an employee, it shall be done professionally and privately. The employee will be entitled to Union representation and advised of such at any and all disciplinary actions by the Employer.

Section 5. For discipline other than warnings, prior to notifying the employee of the contemplated measure of discipline to be imposed, the Employer shall notify the Union of the meeting and then shall meet with the employee involved and inform employee of the reason for such contemplated disciplinary action; including any names of witnesses and copies of pertinent documents.

Section 6. Discipline, other than a suspension, shall be removed from an employee's record if, from the date of occurrence, twenty-four (24) months have passed without the employee receiving further discipline for such offense.

## **ARTICLE 20 LIMITATIONS OF AGREEMENT**

No provision or clause of this Agreement may supersede state or federal law.

## **ARTICLE 21 MANAGEMENT RIGHTS**

The Employer shall not be required to bargain over matters of inherent managerial policy which shall include such areas of discretion or policy as the functions of the Employer, standards of services, its overall budget, office staffing requirements, the organizational structure and selection of new employees, examination techniques and directions of employees. The Employer, however, shall be required to bargain collectively with regard to policy matters directly affecting wages, hours and terms and conditions of employment as well as the impact thereon upon request by employee representatives.

## **ARTICLE 22 WAGE SCHEDULE**

Section 1. New employee(s) hired into a classification covered by this Agreement shall receive an annual salary based on a percentage of the wage schedule for their classification. The percentage schedule is as follows:

1 <sup>st</sup> Year of Employment	70% of that year's wage
2 <sup>nd</sup> Year of Employment	85% of that year's wage
3 <sup>rd</sup> Year of Employment	100% of that year's wage

## HOURLY WAGE RATES

Effective:	12/1/2015	12/1/2016	12/1/2017
Deputy Clerk	\$20.63	\$21.25	\$21.89
Chief Deputy Clerk	\$21.32	\$21.96	\$22.62
Maint. Engineer	\$23.52	\$24.23	\$24.96
Asst. Maint. Engineer	\$22.57	\$23.25	\$23.95
Cleaning	\$18.56	\$19.12	\$19.69

Section 2. The wages in this Agreement shall be retroactive to December 1, 2015.

Section 3. Although the positions of Animal Control Warden and Code Enforcement Officer are currently held by an employee from within the Bargaining Unit at the pay rate of Chief Deputy Clerk, this does not imply that these positions are normally part of the Bargaining Unit and when this employee discontinues employment with the Employer, the Employer is under no obligation to fill these positions with a member of the Bargaining Unit.

### ARTICLE 23 PART-TIME TEMPORARY EMPLOYEES

Section 1. Part-time temporary employees are those employees hired in a temporary position not exceeding 1000 hours annually. Such employees shall be paid a rate of 70% of the particular classification's salary. Part-time temporary employees shall not earn sick or vacation days, nor be entitled to Health Insurance or IMRF benefits. Employees that were previously employed by an IMRF employer prior to 1992 and return as a part-time temporary employee shall not exceed 600 hours, accordingly to IMRF laws.

Section 2. It is not the intention of the Employer and the Union that multiple part-time positions be used in lieu of full-time positions; however, nothing herein shall preclude the Employer from utilizing part-time employees or making a full-time position a part-time in appropriate circumstances.

### ARTICLE 24 LONGEVITY

Section 1. In addition to their regular pay, all employees employed as of December 1, 2012 covered by this Agreement shall be entitled to a longevity allowance payable in December each

year, computed at the rate of one-half percent (1/2%) of their respective line-item salaries for each year of service through five years of service, earned during the previous fiscal year, and one-quarter percent (1/4%) of their respective line-item salaries for each year of service, earned during the previous fiscal year, for each year of service beyond five years. Regular part-time employees shall earn longevity at the same rate, and their years of service for such payment shall be calculated by dividing their total hours of service by 2,080, rounded down to whole years.

Section 2. Employees who retire or resign in good standing shall receive as severance pay their longevity hours bonus pro-rated to the number of months completed during that contract year.

Section 3. Employees hired after December 1, 2012 shall not receive longevity.

## ARTICLE 25 IMRF

The Employer shall pay the employee's portion of IMRF.

## ARTICLE 26 EFFECTIVENESS OF AGREEMENT, MODIFICATION, AND TERMINATION

Section 1. This Agreement shall become effective as of December 1, 2015, and remain in effect through November 30, 2018 and each year thereafter unless either party notifies the other in writing at least sixty (60) days prior to the expiration date that it desires to modify or terminate this Agreement.

Section 2. Upon notice, as specified in Section 1, above, negotiations shall begin promptly thereafter.

Section 3. In the event the Agreement is terminated, the Union shall provide not less than ten (10) days notice of intent to strike.

## ARTICLE 27 SECTION 457 DEFERRED COMPENSATION

Section 1. The parties agree to implement a Section 457 Deferred Compensation Plan to allow employees to set aside funds for post-retirement expenses for health insurance and medical care costs.

Section 2. Effective December 1, 2008, employees covered by this Agreement may elect to contribute an amount of payroll into a Section 457 Deferred Compensation Plan via payroll deduction. Employees may cash in up to two (2) accumulated sick days annually, in the month of December, to contribute to this Section 457 Deferred Compensation Plan. The amount paid

into the Section 457 Deferred Compensation Plan for the cashed in sick leave shall be based on the employee's hourly wage in effect on the date the request is submitted. Employees who retire or otherwise terminate their employment with the Employer may elect to deposit the cash value of their accumulated time into a Section 457 Deferred Compensation Plan in lieu of receiving the cash payment for any accumulated time.


**ARTICLE 28  
ACCEPTANCE BY PARTIES**

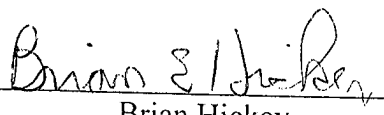
We hereby state that the foregoing instrument, consisting of pages number one (1) through (18) inclusive, is mutually acceptable to us, and we mutually covenant to maintain it and obey its provisions during the period of its effectiveness.

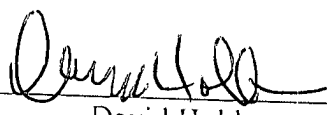
Dated this \_\_\_ day of February, 2016

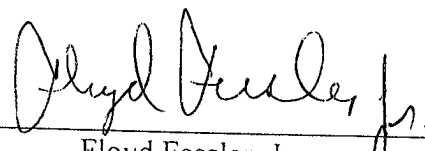
Board of Randolph County, Illinois

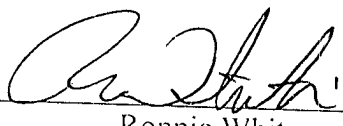
International Union of Operating Engineers,  
Local 399

  
\_\_\_\_\_  
Dr. Marc Kiehna  
Commissioner (Chairman)

  
\_\_\_\_\_  
Brian Hickey  
President & Business Manager

  
\_\_\_\_\_  
David Holder  
Commissioner

  
\_\_\_\_\_  
Floyd Fessler, Jr.  
Business Representative

  
\_\_\_\_\_  
Ronnie White  
Commissioner

**RANDOLPH COUNTY COURTHOUSE PAYROLL TITLES – IUOE LOCAL 399**

Megann Williams – Chief Deputy  
Carla White – Deputy Clerk  
Carol Hood – Deputy Clerk  
Carol Best – Chief Deputy  
Jo Levery – Deputy Clerk  
Barb Weber – Chief Deputy  
Dawn Grefe – Chief Deputy  
Danielle Kennedy – Deputy Clerk  
Lori Thies – Deputy Clerk  
Lisa Rodriguez – Deputy Clerk  
Amy Young – Deputy Clerk  
Beth Ludwig – Chief Deputy  
Sue Meyer – Deputy Clerk  
Dawn Hartman – Deputy Clerk  
Kelly Parkinson – Deputy Clerk  
Angela Isom – Deputy Clerk  
Jan Gross – Deputy Clerk  
Susan Stefani – Chief Deputy  
Marcie Durbin – Deputy Clerk  
Tammy Prost – Deputy Clerk  
Roger Grefe – Maintenance Engineer  
Ed Braun – Chief Deputy  
Carolyn Schoenbeck – Cleaning

**MEMBERS PRESENTLY LAID OFF \*\*\***

\*\*\* Gregg Ehlers – Asst. Maintenance Engineer  
\*\*\* Linda Meyer – Cleaning  
\*\*\* JoAnn McConachie – Deputy Clerk