

COLLECTIVE BARGAINING AGREEMENT

Between the

COUNTY OF LEE

and the

LEE COUNTY TREASURER/COLLECTOR

and

LEE COUNTY CLERK/RECORDER

(as co-employers)

with the

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

LOCAL NO. 722

Expiration Date: November 30, 2024

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## **PREAMBLE**

This Agreement is entered into by the County of Lee, a body politic, by its duly constituted County Board of Lee County, and the Lee County Treasurer/Collector and Lee County Clerk/Recorder, as "co-employers", hereinafter referred to as the "Employer", with the International Brotherhood of Teamsters, Local 722, hereinafter referred to as the "Union".

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Union representing the employees in the bargaining unit, and to make clear the basic terms upon which such relationship depends. It is the intent and purpose of this Agreement to: (1) maintain and increase individual productivity and quality of service; (2) provide an orderly procedure for the resolution of grievances; (3) prevent any interruption of work or interference with the efficient operation of the Employer; and, (4) express the complete agreement between the parties on hours, wages, holidays, vacations, health and welfare and conditions of employment.

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

## ARTICLE I - RECOGNITION

### **Section 1.1: Unit Description**

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

#### **UNIT 1: Lee County Treasurer/Collector's Office**

Included: All full-time and part-time employees in the County of Lee Treasurer/Collector's Office in the job titles of: Chief Deputy and Deputy Treasurer.

Excluded: All supervisory, managerial and confidential employees of Lee County Treasurer/Collector's Office.

#### **UNIT 2: Lee County Clerk/Recorder's Office**

Included: All full-time and part-time employees in the County of Lee Clerk and Recorder's Office in the following job titles: Chief Deputy Clerk, Deputy Clerk/Recorder, Deputy Clerk, Head Deputy Clerk/Elections.

Excluded: All supervisory, managerial and confidential employees, and all other employees of the Lee County Clerk and Recorder's Office.

### **Section 1.2: Supervisors**

Supervisors may continue to perform bargaining unit work which is incidental to their jobs. They may also perform bargaining unit work in emergency situations and where such work is necessary to train a bargaining unit employee. Such work by supervisors shall not cause any layoffs or a reduction of the normal overtime hours worked by the bargaining unit employees.

### **Section 1.3: Full Time/Permanent Part Time/Seasonal Workers**

"Full Time" employees are those employees working more than thirty (30) hours per week on a regularly scheduled basis for the Employer. While the hours of work scheduled weekly may vary and is not guaranteed, they shall maintain their "full time" status so long as they work such hours on a regular basis.

"Permanent Part Time" employees are those employees working thirty (30) hours or less per week on a regularly scheduled basis for the Employer. While they may at times be scheduled to work more than such hours during the work week, they shall maintain their status as "permanent part-time" employees so long as they work thirty (30) hours or less on a regular basis.

"Seasonal" employees are employees employed on an irregular seasonal basis for less than two (2) consecutive quarters during a calendar year and who do not have a reasonable assurance that they will be rehired by the Employer for the same service in a subsequent calendar year. Such seasonal employees are specifically exempt from and do not benefit under any terms and conditions provided for within this Agreement.

## **ARTICLE II - NEW CLASSIFICATIONS AND VACANCIES**

### **Section 2.1: New Classifications**

If the Employer establishes new classifications, or abolishes or changes existing classifications, it shall negotiate with the Union over the impact of such. Such negotiations shall include good faith impact bargaining as required under the State Labor Relations Act.

Nothing in this Article shall diminish any rights of the parties including the Union's right to petition the State Labor Board to seek the necessary unit certification.

### **Section 2.2: Vacancies**

When the Employer determines that there is a vacancy either in an existing classification covered by this Agreement (other than the position of Chief Deputy and part-time positions) or by virtue of the establishment a new classification covered by this Agreement, a notice of such vacancy shall be posted on a bulletin board within that office, for at least two (2) calendar days. Any employee covered by this agreement, within that specificity elected office, shall have the right to submit their employment application during that time period and the Employer shall consider same. However, nothing herein shall otherwise restrict the Employer's management rights under this Agreement. This section applies only to posted job openings and employees within the specifically elected office and does not restrict the Employer's right to reassign or transfer employees.

## **ARTICLE III - DUES DEDUCTION**

### **Section 3.1: Dues Deduction**

Upon receipt of proper written authorization from an employee (full time and/or permanent part time only), the Employer shall deduct each month Union dues in the amount certified by the Treasurer of the Union from the pay of such employees covered by this Agreement, who, in writing, authorize such deductions. Such money shall be submitted to the Treasurer of the Union with thirty (30) days after the deductions have been made. Said deductions will be terminated upon employee's written request.

### **Section 3.2: Indemnification**

The Union hereby indemnifies and agrees to hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of, any action taken by the Employer for the purpose of complying with the provisions of this Article.

## **ARTICLE IV - MANAGEMENT RIGHTS**

### **Section 4.1: Management Rights**

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

**Section 4.2: Reservation**

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

**ARTICLE V - NO STRIKE**

**Section 5.1: No Strike Commitment**

Neither the Union nor any employees will call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage, slow down, or the concerted interference with the full, faithful and proper performance of the duties of employment with the Employer during the term of this Agreement.

**Section 5.2: Resumption of Operations**

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

**Section 5.3: Union Liability**

Upon the failure of the Union to comply with the provisions of Section 2 above, any agent or official of the Union who is an employee covered by this Agreement may be subject to the provisions of Section 5.4 below.

**Section 5.4: Discipline of Strikers**

Any employee, whether a union agent or official, who violates the provisions of Section 1 of this Article shall be subject to immediate discharge. Any action taken by the Employer against any employee who participates in action prohibited by Section 1 above shall not be considered in violation of this Agreement and shall not be subject to the provisions of the grievance procedure, except that the issue of whether an employee in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure.

## **ARTICLE VI - DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE**

### **Section 6.1: Definition of a Grievance**

A grievance is defined as any unresolved difference between the Employer and the Union or any employee regarding the application, meaning or interpretation of the Agreement, but shall not include any form of "oral" warning. This grievance procedure is subject to and shall not conflict with any provisions of the Illinois Public Labor Relations Act and shall not include any form of "oral" warning.

### **Section 6.2: Dispute Resolution**

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

### **Section 6.3: Representation**

Grievances may be processed by the Union on behalf of an employee or on behalf of a group of employees. The Union may have the grievant or one grievant representing group grievants present at any step of the grievance procedure, and the employee is entitled to Union representation at each and every step of the grievance procedure upon his request.

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

### **Section 6.4: Subject Matter**

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

### **Section 6.5: Time Limitations**

Grievances may be withdrawn at any step of the grievance procedure without precedent. Grievances not appealed within the designated time limits will be treated as withdrawn.

The Employer's failure to respond within the time limits shall not find in favor of the grievant, but shall automatically advance the grievance to the next step, except Step 3. Time limits may be extended by mutual agreement.

### **Section 6.6: Grievance Processing**

No employee or Union representative shall leave his work assignment to investigate, file or process grievances without first securing permission of his supervisor. In the event of a grievance, the employee shall always perform his assigned work task and grieve his complaint later, unless the employee reasonably believes that the assignment endangers his safety. Grievance shall not be investigated during working hours if they interfere with the Employer's operations.

### **Section 6.7: Grievance Meetings**

A maximum of two (2) employees (the grievant and/or Union Representative) per work shift shall be excused from work with pay to participate in a Step 1 or Step 2 grievance meeting. The employee(s) shall only be excused for the amount of time reasonably required to present the grievance. The employee(s) shall not be paid for any time during which a grievance meeting occurs outside of the employee's work shift.

### **Section 6.8: Steps in Procedure**

Disputes arising under this Agreement shall be resolved as follows:

**Step 1.** The Union shall prepare a written grievance on a form mutually agreed to and presented to the Recorder/Clerk or Treasurer/Collector (whichever is the appropriate Employer under the circumstances) no later than five (5) working days after the employee knew or should have known of the incident giving rise to the grievance.

Within five (5) working days after the grievance has been submitted, the Recorder/Clerk or Treasurer/Collector (whichever is appropriate) shall meet with the grievant and the Union Representative to discuss the grievance and make a good faith attempt to resolve the grievance. The Recorder/Clerk or Treasurer/Collector (whichever appropriate) shall respond in writing to the grievant and Union Representative within five (5) working days following the meeting.

**Step 2.** If the grievance is not settled at Step 1, the grievance may be referred in writing, stating the reasons the grievant believes the grievance was not properly resolved at Step 1, within five (5) working days after the decision of the Recorder/Clerk or Treasurer/Collector (whichever appropriate) to a committee consisting of three members of the County Board appointed by the Chairman. Within twenty (20) working days after the grievance has been filed with the Committee, the Committee shall meet with the Union and the grievant to discuss the grievance. The Committee shall respond in writing to the grievant and the Union within five (5) working days following the meeting. For purposes of decision making, the Recorder/Clerk or Treasurer/Collector (whichever appropriate) shall have one vote and the County Board members collectively, shall have one vote.

**Step 3.** If the dispute is not settled at Step 2, the matter may be submitted to arbitration within ten (10) working days after the Committee's written decision or the expiration of the five (5) day period if the Committee fails to render a written decision. Within ten (10) working days after the matter has been submitted to arbitration a representative of the Employer and the Union shall meet to select an arbitrator from a list of mutually agreed-to arbitrators. If the parties are unable to agree on an arbitrator within ten (10) working days after such meeting, the parties shall request the State Labor Relations Board to submit a list of seven (7) arbitrators. Either party shall have the right to reject an entire list of arbitrators. The arbitrator shall be selected from the list of seven (7) by alternate strikes by the Employer representative and the Union, with the winner of a coin flip to have the option to strike first or second. The person whose name remains on the list shall be the arbitrator. The arbitrator shall be notified of his selection by a joint letter from the Employer and the Union. Such letter shall request the arbitrator to set a time and a place for the hearing subject to the availability of the Employer and Union representatives and shall be notified of the issue where mutually agreed by the parties. All hearings shall be held in the city of Dixon, Illinois, unless otherwise agreed to.

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

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

Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute.

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

The decision and award of the arbitrator shall be made within forty-five (45) days following the hearing and shall be final and binding on the Employer, the Union and the employee or employees involved. The arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement.

## **ARTICLE VII - HOURS OF WORK/OVERTIME**

### **Section 7.1: Work Schedule**

**a) The Work Week:**

The County work week for payroll purposes begins at 12:01 a.m., on Sunday and continues through 12:00 Midnight on Saturday. The normal regular work week shall consist of five (5) consecutive days, Monday through Friday, and the normal regular work day shall be from 8:00 a.m., through 4:30 p.m., except under circumstances allowing for tax collection and/or election periods.

**b) Work Assignment:**

An employee's shift assignment, work schedule, and work hours will be determined by the Employer for which he/she works. Employees usually, but not necessarily, will be assigned to work five (5) consecutive days. Full-time employees are expected to work forty (40) hours per week; however, depending on its business needs, the Employer may add shifts, reschedule hours, reduce work days, or revise work assignments, such as for tax collection and/or election periods.

**c) Break Periods:**

Employees receive two (2) fifteen-minute break periods during each day. These breaks are to be taken at times designated by the Employer.

**d) Lunch Periods:**

Employees will be granted a thirty-minute unpaid lunch period during their assigned work time. All lunch periods will be taken at times designated by the Employer.

**Section 7.2: Overtime**

Employees shall be paid overtime at the rate of 1.5 times their regular hourly wage rate for all authorized time worked in excess of forty (40) hours per week. Overtime may be paid in compensatory time at the rate of one and one-half (1-1/2) hours for each authorized overtime hour worked. Nothing herein shall permit the pyramiding of wages. For purposes of calculating overtime, "hours worked" shall not include any form of unpaid leaves of absences, including unpaid lunch periods, and shall not include any form of paid sick leave periods.

**Section 7.3: Compensatory Time In Lieu of Overtime Pay**

Employees shall be eligible to select "compensatory time off" in lieu of being paid for overtime hours earned, under the following terms and conditions:

- a) The maximum amount of compensatory time off an employee may accumulate at any time shall be sixty (60) total hours. Beyond this limitation, the employee shall be paid earned overtime during the fiscal year and may not select compensatory time off in lieu thereof.
- b) As of December 1st each year, all accumulated unused compensatory time off for the previous fiscal year shall have been paid to the employee at their appropriate rate of pay, at the end of that previous calendar year, thereby establishing a zero (0) balance in compensatory time off every December 1st. Such payments shall be issued to the employee during the month of November. There shall be no carry-over of any compensatory time from one fiscal year to the next.
- c) Compensatory Time shall be issued at the rate of one and one-half (1-1/2) hour for each hour of overtime actually worked by the employee. Such Compensatory Time may be used, upon approval, in no less than one (1) nor more than eight (8) consecutive hour increments in any single shift period.
- d) The Elected County Official (co-employer) maintains discretionary authority to approve or disapprove requested compensatory time off. However, such request shall not be unreasonably denied and such approval/disapproval shall be based on manpower needs of the particular Office and other relevant prevailing circumstances at the time.

## ARTICLE VIII - SENIORITY

### **Section 8.1: Definition of Seniority**

"Seniority" shall, for the purposes of this Agreement, be defined as follows:

**a) "COUNTY SENIORITY"**

"County" seniority shall be the employee's length of continuous full time service for the County of Lee.

"County" seniority shall apply in the determination of vacation and sick leave benefits provided for within this Agreement. . It shall not apply with respect to the determination of an employee's eligibility or ineligibility in such non-economic subject areas as: layoff; recall; or filling of vacancies.

**b) "BARGAINING UNIT SENIORITY"**

"Bargaining Unit" seniority shall be the employee's length of continuous uninterrupted full time service within the specific bargaining unit covered by the terms and conditions of this Agreement (within the specifically Elected Official's Office employed) and shall not include any length of service in any other certified bargaining unit and/or other county office/department.

"Bargaining Unit" seniority shall begin with the employee's most recent placement within the specific bargaining unit covered by the terms and conditions of this Agreement (within the specifically Elected Official's Office).

"Bargaining Unit" seniority shall apply in the determination of an employee's probationary period, filling of vacancies within the specifically Elected Official's Office, layoff and recall. Whenever an employee transfers from one bargaining unit to another, they shall be subject to the appropriate "probationary" period of service within the new bargaining unit being transferred into, as provided for within Section 8.2 of this Article.

### **Section 8.2: Probation Period**

An employee is a "probationary employee" for their first six (6) months of employment. No matter concerning the discipline, layoff or termination of a probationary employee shall be subject to the grievance and arbitration procedures. A probationary employee shall have no seniority, except as otherwise provided in this Agreement, until they have completed their probationary

period, whereafter, they shall acquire seniority from their date of hire or transfer from another County bargaining unit.

**Section 8.3: Seniority List**

The Employer and the Union have agreed upon the initial seniority list setting forth the present seniority dates for all employees covered by this Agreement and shall become effective on or after the date of execution of this Agreement, thereafter, annually, the list shall be updated and posted. Such list shall finally resolve all questions of seniority affected employees covered under this Agreement or employed at the time the Agreement becomes effective. Disputes as to seniority listing shall be resolved through the grievance procedures, but such grievances must be filed within ten (10) days after the annual posting or shall be waived for that year.

**Section 8.4: Termination of Seniority**

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

- (a) quits; or
- (b) is discharged for just cause; or
- (c) is laid off pursuant to the provisions of the applicable agreement for a period of twelve (12) months; or
- (d) accepts gainful employment while on an approved leave of absence from the Elected Official's office; or
- (e) is absent for three consecutive scheduled work days without proper notification or authorization; or
- (f) fails to return to work at the conclusion of an approved leave of absence for a period of three (3) consecutive days.

**Section 8.5: Seniority While On Leave**

Employees will continue to accrue county/bargaining unit seniority credit for all time spent on authorized unpaid leave of absence up to six (6) months. Provided, that if the purpose of the leave is to take other employment, seniority credit will not continue to accrue. Vacation, sick leave, holidays, pension service credit, Employer paid health and other insurance coverages, and other similar benefits will not be earned while on unpaid leave of absence.

**Section 8.6: Departmental Transfer**

Any employee who transfers between the separate bargaining units covered by this Agreement (transfers between Elected Official's Offices) shall not be guaranteed their prior rate of pay.

**ARTICLE IX - LAYOFF**

**Section 9.1: Layoff**

In the event the Employer determines a layoff is necessary within the respective office covered by the terms of this Agreement, employees shall be laid off within each particular job classification within said specific office, in the inverse order of their bargaining unit seniority unless compliance with State or Federal law requires otherwise. The Employer agrees to inform the Union and all affected employee(s) in writing not less than fourteen (14) days prior to such layoffs and to provide the Union with the names of all employees to be laid off in such notice.

**Section 9.2: Layoff Order**

Probationary employees, seasonal and permanent part-time employees shall be laid off first, then full time employees shall be laid off in inverse order of their bargaining unit seniority within their respective offices affected herein. Individual employees shall receive notice in writing of the layoff not less than fourteen (14) days prior to the effective date of such layoff.

**Section 9.3: Recall**

Employees shall be recalled from layoff within each particular job classification and affected office according to their bargaining unit seniority. No new employees within said office shall be hired until all employees on layoff in the respective office and particular job classification desiring to return to work shall have been given the opportunity to return to work. Recall rights under this provision shall terminate twelve (12) months after layoff.

**ARTICLE X - HOLIDAYS**

**Section 10.1: Paid Holidays**

Except in cases of emergency, all full-time non-probationary employees covered by the terms of this Agreement shall receive paid holidays annually as follows:

New Year's Day	Columbus Day
Martin Luther King's Birthday	General Election (every other year)
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	

**Section 10.2: Qualifying Work**

In order to qualify for holiday pay, all employees shall work their last regularly scheduled work day before the holiday and their first regularly scheduled work day after the holiday unless excused.

**ARTICLE XI - VACATIONS**

**Section 11.1: Vacation Leave**

The Employers appreciate how hard employees work and recognize the importance of providing time for rest and relaxation. The Employers encourage employees to get this rest by taking their earned vacation time.

Vacation days shall be earned on an accrual basis during active employment in each fiscal year at the following rates:

<u>Service Years</u>	<u>Annual Vacation</u>	<u>Accrual Bank Maximum</u>
First Year	Five (5) Days	Ten (10) Days
Year two (2) through six (6)	Ten (10) Days	Fifteen (15) Days
Year seven (7) through eleven (11)	Fifteen (15) Days	Twenty (20) Days
Twelve (12) years and beyond	Twenty (20) Days	Twenty-five (25) Days

For example, an employee with 2 years of service will accrual up to ten (10) days of paid vacation at the rate of 3.33 hours twice a month.

Eligible employees begin to accrue vacation time from the first day of regular employment and may begin to use accrued time as soon as it is available.

Paid vacation time is accrued during periods of active employment and may not be used before it is earned. Paid vacation time does not accrue during an employee's personal leave of absence, unpaid time off, or periods of administrative leave. Once earned, vacation days shall be paid as used, at the employee's then-current rate of pay and based on the employee's regular work schedule.

Vacation days will not be considered as time worked for purposes of calculating overtime. If a holiday occurs during employee's vacation period, holiday pay will be earned at the employee's regular rate of pay and no vacation time will be used for that day.

#### **Section 11.2: Requesting Time Off**

Employees shall request time off from their Department Head as early as possible. Requests for time off will be reviewed with due consideration for peak work periods during the year. Time off requests must be coordinated and approved by the Department Head, and will be subject to scheduling, department needs and available coverage.

#### **Section 11.3: Accrual Carry-over and Cap**

The Employers recognize the importance of vacation time as a period of rest and rejuvenation away from the job and encourages employees to use their vacation time as fully as possible during the year in which it is earned. In the event the accrued vacation time is not used by the end of the benefit year, employees may carry unused time forward to the next benefit year. If the total amount of unused vacation time reaches a "cap" equal to the employee's annual vacation amount plus five (5) days, further vacation accrual will stop. When the employee uses sufficient paid vacation time to bring the accrued amount below the cap, vacation accrual will begin again up to the cap limit.

Upon separation of employment, employees will be paid for any unused vacation days that have accrued through the last day worked, based on the employee's regular rate of pay at the time of separation.

#### **Section 11.4: Furlough Days**

During the term of this Agreement, there will be no forced furlough days.

### **ARTICLE XII - SICK LEAVE**

#### **Section 12.1: Allowance**

It is the policy of Lee County to provide protection for its full-time employees against loss of income because of illness. All eligible employees are encouraged to save as much sick leave as possible to meet serious illness situations. Sick leave is not intended for a one-day vacation nor to be used to extend vacation periods or holidays.

Any employee contracting or incurring any non-service connected sickness or disability, which renders such employee unable to perform the duties of his employment, shall receive sick leave with pay in accordance with this Agreement.

**Section 12.2: Accumulation**

Sick leave will be granted pursuant to the following:

- (a) Employees covered by the terms of this Agreement shall be entitled to twelve (12) days sick leave per year accruing at one (1) day per month during the fiscal year and two of which can be personal days.
- (b) If the allowance period of twelve (12) days sick leave for the first year is not used, the unused portion shall be accumulated and shall be available to the employees in the second year, and unused sick leave allowable during the second year, plus any carryover from the first year shall be available to the employee in the third year, and, in a like manner, unused sick leave for the third, fourth, fifth and sixth years of employment, plus any carryover from prior years, shall accumulate up to a maximum of sixty (60) days.
- (c) Upon termination of employment, unless discharged for cause, an employee shall be compensated at the rate of one-half (1/2) day for each day of unused sick leave accumulated up to but not exceeding a total of sixty (60) days (maximum buyback of thirty (30) days). However, for any employee who meets the applicable IMRF regular or permanent disability retirement requirements, shall be entitled to a full one-hundred percent (100%) compensation for any such accrued sick leave not in excess of sixty (60) day limitation stated herein.
- (d) Any employee who has accrued more than sixty (60) sick leave days shall be allowed to receive payment for one-half (1/2) of the unused sick days accumulated in each year after the first sixty days are accumulated. Any such payment should be made in December of the year during which the time was accumulated. Such payments will be based on the rate for the previous year. Employees terminated for misconduct are not eligible for such benefits.
- (e) Employees shall be entitled to receive pay for sick leave for a period of three successive days without submitting a physician's certificate attesting to the illness, but such certificate must be submitted before sick leave pay can be claimed for any period in excess of three (3) successive days.

**Section 12.3: Procedures**

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

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

Employees who are unable to return to work upon expiration of sick leave benefits and all other authorized benefit time must request a leave of absence without pay. Non-paid sick leave shall be equivalent to the total accumulated sick leave available on the first day of illness, or thirty (30) calendar days, whichever is greater.

The Treasurer/Collector or Clerk/Recorder may request a physician's statement of verification of absence of shorter periods of time. The Treasurer/Collector or Clerk/Recorder may also require the employee to be examined by a physician of the Treasurer/Collector's or Clerk/Recorder's choice and at the expense of the Employer to determine whether the employee is fit to perform the essential duties of the position held.

Notice of an employee's desire to return to work after an extended illness must be given to the Treasurer/Collector or Clerk/Recorder no less than twenty-four (24) hours in advance.

The Treasurer/Collector or Clerk/Recorder or any authorized supervisor may direct an employee who appears ill to leave work to protect the health of other employees. Compliance with such an order will not be charged to sick leave for the first day.

An employee shall be paid sick leave equivalent to the normally scheduled straight time day.

The Treasurer/Collector or Clerk/Recorder shall maintain a record of sick leave accrual and the balance of sick leave allowance available for the individual employees.

## ARTICLE XIII - WAGES AND COMPENSATION

### Section 13.1: Wages for Full Time Employees

- (a) Effective December 1, 2021, all current full-time employees shall be entitled to the following increases to their annual wage base:  
FY 2022= \$2.00      FY2023= \$1.00      FY2024= \$0.75
- (b) Any full-time employee promoted to the position of Chief Deputy, limited to one per office and only while serving as Chief Deputy, shall receive an additional wage increase of \$5,000.00 added to their base pay.
- (c) Employees shall receive an \$1800 bonus on their 5-year anniversary and each multiple of 5 years thereafter.

### Section 13.2: Permanent Part Time Employees

Effective upon the date of adoption of the Agreement by all parties herein, the hourly rate of pay for all permanent part-time employees shall be pursuant to the appropriate terms and conditions of the Lee County Board Resolution in effect at that time.

## ARTICLE XIV - INSURANCE AND PENSION

### Section 14.1: Health Benefits

The Employer shall provide group health insurance benefits to all full-time employees, as well as permanent part-time employees working in excess of thirty (30) hours during a normal work week, with such benefits to be provided under the same terms and conditions and in the same amounts as applicable to all non-represented County employees. Employees shall become eligible for such coverage after completing thirty (30) calendar days of continuous employment, effective the first of the following month. However, all spouses of covered employees who are eligible for insurance coverage through their employment shall not be eligible for insurance through Lee County. Furthermore, all individuals participating in the County health insurance program shall complete a routine annual physical examination or a biometric/wellness screening test each year pursuant to the County Health Insurance Wellness Program for continuation of health insurance coverage. Failure of a participating individual to complete the annual physical examination or biometric/wellness test shall subject the employee to a monthly premium surcharge of twenty-five dollars (\$25.00) for continuation of insurance coverage.

The County expressly reserves the right to modify coverage, change benefit levels, implement cost containment measures, change carriers, or to self-insure as it deems necessary, provided the new basic coverage and basic benefits are substantially similar to those in effect on March 1, 2021 or as hereinafter modified. However, prior to implementing any changes, the County agrees to review and consider the recommendations of the Advisory Insurance Committee.

The costs assessed to the employee, including both monthly contribution and the deductible shall be outlined as follows:

**Employee Monthly Contribution for Health Insurance:**

Effective December 1, 2021 employees shall contribute through payroll deduction 25% of the premium for all classes and coverages, excluding retirees.

**Retiree Monthly Contribution for Health Insurance:**

If the employee meets the applicable IMRF regular or permanent disability retirement requirements, , the employee shall pay 100% of the monthly premium, on the condition that the employee so elects within 30 days of retirement and continues to remain on the plan without interruption until such time as the retired employee is eligible for Medicare.

**Life Insurance:**

The Employer shall also provide a ten thousand dollar (\$10,000.00) life insurance policy for any active full-time employee eligible for health insurance benefits under this Agreement. Said policy decreases to \$6,500.00 at age 65 and to \$5,000.00 at age 70.

**Section 14.2: Dental Benefits**

Eligible employees will be allowed to participate in a dental benefit program, so long as such is offered to non-represented County employees, under the same terms and conditions as all other non-represented County employees.

**Section 14.3: Terms of Policies To Govern**

The extent of coverage under the insurance policies or programs referred to in this Article shall be resolved in accordance with the terms and conditions in said policies, rules and guidelines (including provisions governing self-insurance) and shall not be subject to the grievance procedures.

#### **Section 14.4: Pensions**

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

#### **Section 14.5: Meet and Bargain Over Impact**

In the event the County finds it necessary to require payment from employees for insurance greater than presently being paid, it will notify the Union and bargain only over the impact of same at a Labor-Management Conference. Any premium contribution increases required of employees covered under this Agreement will be the same increases as assessed to all other County employees. No provision contained herein shall require the County to bargain or otherwise negotiate over the unilateral decision to alter or amend such insurance coverage/benefits.

#### **Section 14.6: Advisory Insurance Committee**

The Employer agrees to create and participate in an Advisory Insurance Committee, comprised of nine (9) members, a maximum of three (3) of which will be County Board members with the remaining members being drawn from the ranks of Lee County employees and department heads. One of the County Board members shall chair the Committee. The meetings will be open for attendance by non-committee members.

The committee shall meet quarterly each calendar year, or as needed, with proper notice given. The Committee shall review insurance issues affecting employees, including but not limited to 1) reviewing cost containment measures; 2) seeking proposals from insurance carriers and administrators for insurance plans to cover employees in future years; and 3) researching general insurance issues affecting employees.

The committee will not review individual insurance claims. The committee will vote on recommendations to be made to the Lee County Finance Committee regarding employee health insurance issues. The vote is non-binding on the Finance Committee but is to serve as advisory information to the Finance Committee and the Lee County Board.

## ARTICLE XV - LEAVES OF ABSENCE

### **Section 15.1: Leaves Without Pay**

A leave of absence without pay is an authorized absence from work for a period of more than five (5) consecutive working days and not to exceed ninety (90) days.

Employee benefits shall cease during a leave of absence; however, the employee can pay for health insurance during a leave of absence. Vacation days may be exhausted before a leave of absence will be granted. Insurance and retirement may be reinstated when an employee returns from a leave of absence.

Leaves of absence may be granted for the following reasons:

1. Approved educational courses and programs;
2. Other reasons approved by the respective elected officeholder.

A written request for a leave of absence without payment must be submitted by the employee to the office head asking for the leave of absence. The request should specify the reason for the leave, the anticipated duration of the leave, and any other information necessary to explain or justify the request.

Each request shall be considered individually. If a leave of an absence is granted, the Employer cannot guarantee that the employee will be able to return to the same or comparable job or the same rate of pay.

### **Section 15.2: Military Leave**

In accordance with applicable laws, employees required to report for mandatory military duty will be granted a leave of absence for the term of military duty.

### **Section 15.3: Jury Duty Leave**

Regular full-time and regular part-time employees called to testify in court or jury duty will be granted a special leave of absence with pay. Employees shall be paid the difference between salary for time lost and jury fees received (excluding travel fees and personal expenses), whenever the salary lost exceeds the sum of jury fees received for normally scheduled working days.

Jury duty pay allowances are subject to the following guidelines to aid in equitable administration for such allowance:

- a) Employee summoned for jury duty should notify and submit the notice to his superior as soon as possible.
- b) When the jury is not meeting, the employee will be required to report to work. Likewise, the employee may be required to report to work before and/or after the daily jury duty as time and circumstances warrant.
- c) Upon completion of the tour of jury duty, the employee will obtain and submit to his supervisor documentation of the period of time so served and jury fees obtained.

**Section 15.4: Bereavement Leave**

In the event of death in an employee's immediate family, the employee shall be granted a leave of absence with pay and benefits for a period of up to three (3) working days. The immediate family is defined as follows:

**Immediate Family - Three-day Leave**

Father	Brother
Step-Father	Step-Brother
Mother	Sister
Step-Mother	Step-Sister
Mother-in-Law	Son
Father-in-Law	Daughter
Guardian	Son-in-Law
Husband	Daughter-in-Law
Wife	Grandparents
Step-Son	Grandchildren
Step-Daughter	Sister-in-Law
Brother-in-Law	

In the event of the death of an employee's niece or nephew, they shall be allowed one (1) day with pay to attend such relative's funeral.

**Section 15.5: Prohibition Against Misuse of Leave**

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

**ARTICLE XVI - LEAVE UNDER THE FAMILY MEDICAL LEAVE ACT (FMLA)**

**Section 16.1: Leave Entitlement**

Pursuant to and in accordance with the "General Policy Statement", attached hereto as an Appendix to this Agreement, an employee who has been employed by the Employer for 12 months and who has completed 1250 hours of work during the 12-month period immediately preceding the commencement of such leave will be entitled to leave under the Family & Medical Leave Act (FMLA) in accordance with its provisions and the provision of this Article. (Please refer to Family and Medical Leave Policy Appendix attached hereto and made an integral part thereof.)

**Section 16.2: Year For Purpose of Determining Leave Entitlement**

For purposes of determining an employee's leave entitlement under this Article and the FMLA, the 52-week period immediately preceding the commencement of leave under the Article and FMLA shall be the applicable measuring period.

**Section 16.3: Payment of Group Insurance Premiums During Leave**

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

**Section 16.4: Rate of Pay**

For any paid leave taken by the employee, regardless of the type, the employee shall be compensated at their regular rate of pay at the time leave is taken and shall not be eligible for any pay increases experienced by employee's during that leave period. Furthermore, all hours of leave, whether paid or unpaid, shall not be considered as "time worked" for purposes of overtime. Any pay increase experienced by the employee shall be issued upon their return to active duty status.

**ARTICLE XVII - GENERAL PROVISIONS**

**Section 17.1: Work Rules**

The Employer may adopt, change or modify work rules and regulations. Whenever the Employer changes work rules and regulations or issues new work rules and regulations, the Union representative shall be given five (5) working days prior notice, absent emergency circumstances, before the effective date of such and shall be afforded an opportunity to meet and discuss such changes with the Employer. Such changes shall automatically take effect without further notice upon expiration of the above five (5) working day period.

**Section 17.2: Use of Masculine Pronoun**

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

**ARTICLE XVIII - DISCIPLINE AND DISCHARGE**

**Section 18.1: Discipline and Discharge**

The parties recognize the principles of progressive and corrective discipline. Disciplinary action or measures shall include only the following:

Oral reprimand - not subject to grievance procedure

Written reprimand

Suspension - notice to be given in writing

Discharge

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

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

**Section 18.2: Limitation**

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

**Section 18.3: Pre-disciplinary Meeting**

For discipline other than oral reprimands, prior to notifying the employee of the contemplated discipline to be imposed, the Employer shall notify the local Union of the meeting and then shall meet with the employee involved and inform the employee of the reason for such contemplated discipline. The employee shall be informed of his contract rights to Union representation and shall be entitled to such, if so requested by the employee and the employee and Union Representative shall be given the opportunity to rebut or clarify the reasons for such discipline and further provided that a Union representation shall be available within twenty-four (24) hours of notification. If the employee does not request Union representation, a Union Representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings.

**Section 18.4: Investigatory Interviews**

Where the Employer desires to conduct an investigatory interview of an employee where the results of the interview might result in discipline, the employee may exercise his or her right to Union representation at such interview. If the employee desires such Union representation, no interview is limited to take place without the presence of a Union representative. The role of the Union representative is limited to assisting the employee, clarifying the facts and suggesting other persons who may have knowledge of the facts.

**Section 18.5: Emergency Situations**

In emergency situations, the Employer shall not be required to conduct a Pre-disciplinary meeting. The Employer (Treasurer/Collector or County Clerk/Recorder only and not their designee) shall suspend an employee up to three (3) working days without pay. The Pre-disciplinary meeting shall then be held on the fourth (4th) working day from said action.

**Section 18.6: Reassignments**

The Treasurer/Collector or County Clerk/Recorder may, in his/her discretion, reassign any employee while an investigation of possible wrongful behavior is completed. Such assignment shall be without prejudice.

**ARTICLE XIX - PERSONNEL FILES**

**Section 19.1: Personnel Files**

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

**ARTICLE XX - LABOR MANAGEMENT MEETINGS**

**Section 20.1: Labor Management Meetings**

The Lodge and Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Lodge representatives and representatives of the Employer. Such meetings may be requested by either party by placing in writing, not less than seven (7) days in advance, a request to the other for a "labor/management conference" stating the specific items to be discussed. Within three (3) days of the receipt of the requested meeting the other party may add items to the agenda for discussion. Such meeting shall be limited to:

- (a) discussion of the implementation and general administration of the Agreement;
- (b) sharing of general information of interest to the parties; and

(c) work safety.

**Section 20.2: Purpose**

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure and employees on duty at the time shall not experience a loss of pay for attending such meetings. Grievances being processed under the grievance procedure shall not be considered at "labor/management meetings", nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

**ARTICLE XXI - NON-DISCRIMINATION**

**Section 21.1: Equal Employment Opportunity**

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

**Section 21.2: Prohibition Against Discrimination**

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

**Section 21.3: Union Membership or Activity**

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

**ARTICLE XXII - SUBCONTRACTING**

**Section 22.1: General Policy**

It is the general policy of the Employer to continue to utilize employees to perform work they are qualified to perform. However, the Employer reserves the rights to contract out any work it deems necessary in the interest of economy, improved work product, or emergency and shall bargain over only the effect of the decision to subcontract if such should result in the loss of

regular hours of work only if it effects a substantial number of bargaining unit employees within the elected office involved.

## **ARTICLE XXIII - COMPLETE AGREEMENT**

### **Section 23.1: Complete Agreement**

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

## **ARTICLE XXIV - SAVINGS CLAUSE**

### **Section 24.1: Savings Clause**

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or be Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

## **ARTICLE XV - DURATION AND SIGNATURE**

### **Section 25.1: Term of Agreement**

This Agreement shall be effective December 1, 2021, and shall remain in full force and effect until November 30, 2024, with any prior Labor Agreement in effect at the time of adoption of this Agreement becoming NULL AND VOID. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party to the other not more than one-hundred and twenty (120) days nor less than ninety (90) days prior to expiration in accordance with applicable law. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

**Section 25.2: Continuing Effect**

The parties agree that if either side decides to reopen negotiations making any changes in the Agreement, the other party may so notify the other at least ninety (90) days and no more than one-hundred twenty (120) days prior to the expiration of this Agreement or the extension thereof. In the event such notice to negotiate is given, then the parties shall meet not later than ten (10) days after the date of receipt of such notice, or at such reasonable times as are agreeable to both parties for the purposes of negotiation. All notices provided for in this Agreement shall be served upon the other party by registered mail, return receipt requested.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE AFFIXED THEIR SIGNATURES THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2021.**

**FOR THE EMPLOYER:**

**FOR THE UNION:**

\_\_\_\_\_  
Hon. Robert Olson  
Lee County Board Chairman

\_\_\_\_\_  
Union Representative  
Teamsters Local No. 722

\_\_\_\_\_  
Hon. Nancy Petersen  
Lee County Clerk/Recorder

\_\_\_\_\_  
Hon. Paula Meyer  
Lee County Treasurer/Collector

## APPENDIX FOR ADMINISTRATION OF ARTICLE XVI

### FAMILY AND MEDICAL LEAVE POLICY

#### Policy Statement

The Family and Medical Leave Act (FMLA) provides certain employees unpaid family and medical leave for up to 12 weeks in every 12 month period, based on any one of the following reasons:

1. birth of a child and in order to care for the child or placement of a child with an employee for adoption or foster care, which requires that leave be taken within 12 months following the child's birth or placement with the employee; or,
2. care for a member of the immediate family (spouse, child or parent) as long as such immediate family member has a serious health condition; or,
3. serious health condition of the employee which makes the employee unable to perform employment duties.

#### Definitions

1. A "12 month" period means a rolling 12 month period measured backward from the date leave is taken and continuous with each additional leave day taken.
2. "Spouse" does not include unmarried domestic partners. If both spouses work for the Employer, their total leave in any 12 month period may be limited to an aggregate of 12 weeks if the leave is taken for either the birth or placement for adoption or foster care of a child or to care for a sick parent.
3. "Child" means a child either under the age of 18 years or 18 years of age, or older who is incapable of self-care because of a mental or physical disability. An employee's "child" is one for whom the employee has actual day-to-day responsibility for care and include a biological, adopted, foster or step-child.
4. "Serious health condition" means an illness, injury, impairment, or a physical or mental condition that involves:
  - a. inpatient care; or
  - b. period of incapacity required absence from work for MORE THAN 3 CALENDAR DAYS and that involves continuing treatment by a health care provider; or

- c. continuing treatment by a health care provider for a chronic or long-term health condition that is incurable or which, if left untreated, would likely result in a period of incapacity or MORE THAN 3 CALENDAR DAYS; or
  - d. prenatal care by a health care provider.
5. "Continuing treatment" means the following:
- a. 2 or more visits to a health care provider; or
  - b. 2 or more treatments by a health care practitioner on referral form, or under the direction of a health care provider; or
  - c. a single visit to a health care provider that results in a regimen of continuing treatment; or
  - d. In case of a serious, long-term or chronic condition or disability that cannot be cured, being under the continuing supervision of, but not necessarily being actively treated by, a health care provider.

**In Order To Be Eligible For FMLA Benefits**

An employee must:

- 1. Have worked for at least 12 months; and
- 2. Have worked at least 1250 hours over the previous 12 month period.

**Partial Leave Intermittent or Reduced**

- 1. An employee may take leave a few days or a few hours at a time, or on a reduced leave schedule to care for an immediate family member with a serious health condition or because of a serious health condition of the employee when "medically necessary".
  - a. "medically necessary" means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule.
  - b. the employee may be required to transfer temporarily to a position with equivalent pay and benefits that better accommodates recurring periods of leave when the leave is planned based on scheduled medical treatment.
- 2. For part-time employees or those working variable hours, the FMLA benefits are calculated on a pro rata basis. A weekly average of the hours worked over the 12 weeks prior to the beginning of the leave should be used for calculating the employee's normal workweek.

### **Substitution of Paid Time of Record**

1. Employees will be required to substitute time of record for any part of a family medical leave taken for any reason, as well as any other accrued time off with pay.
2. When the employee has used their accrued paid time, the employee may request an additional period of unpaid leave be granted so that the total of paid and unpaid leave period equals 12 weeks. This does not preclude the parties from also using the employee's accrued sick leave of record.

### **Notice Requirement**

1. An employee is required to give 30 days' notice in the event of a foreseeable leave. A "REQUEST FOR FAMILY MEDICAL LEAVE" form should be completed and returned to the Employer. In unexpected or unforeseen situations, an employee should provide as much notice as practical, usually verbal notice within 1 or 2 business days of when the need for leave becomes known; followed by a completed "REQUEST FOR FAMILY MEDICAL LEAVE".

### **Medical Certification**

1. For leaves taken because of the employee's or a covered family member's serious health condition, the employee must submit a completed "PHYSICIAN CERTIFICATION" form. Medical certification must be provided by the employee within 15 days after requested, or as soon as is reasonably possible.
2. A second or third medical opinion may be required at the Employer's expense, as well as periodic reports on the employee's status and intent to return to work, and a fitness for duty report in order to return to work.
3. All such documents regarding medical condition will be held in strict confidence.

### **Effect On Employee Benefits**

1. The employee will continue to be covered under the group health insurance plan and other insurance plans in effect, under the same terms and conditions of coverage.
2. Employee contributions will be required either through payroll deduction or be direct payment to the Employer, upon the expiration of their "paid leave" status through the remainder of their leave period. The employee will be advised in writing at the beginning of the leave period as to the amount and method of payment.

Employee contribution amounts are subject to any changes in rates that occur while the employee is on leave.

3. Employee insurance shall be terminated by the Employer after the employee's contribution payment is more than 30 days late.
4. If the Employer pays the employee's contributions missed while on leave, the employee will be required to reimburse the Employer for delinquent payments (pursuant to payroll deduction) upon their return from leave. The employee will be required to sign a written statement at the beginning of the leave authorizing such payroll deduction for delinquent payments.
5. If the employee fails to return from unpaid family/medical leave for reasons other than:
  - a. the continuation of a serious health condition of the employee or a covered family member; or,
  - b. circumstances beyond the employee's control; (wherein certification is required within 30 days of failure to return for either reason)

The Employer may seek reimbursement from the employee for the portion of insurance premiums paid by the Employer on behalf of the employee during the period of leave.

6. An employee is not entitled to seniority or benefit accrual during periods of unpaid leave but will not lose anything accrued prior to such leave.