

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE CHIEF JUDGE OF THE FIFTH JUDICIAL CIRCUIT  
(Vermilion County Juvenile Detention Center)**

**AND**

**THE LABORERS' INTERNATIONAL UNION OF NORTH  
AMERICA LOCAL 703  
THE SOUTHERN AND CENTRAL ILLINOIS LABORERS' DISTRICT  
COUNCIL**

**EFFECTIVE: DECEMBER 1, 2009 through NOVEMBER 30, 2012**

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**The Chief Judge of the Fifth Judicial Circuit**  
**(Vermilion County Juvenile Detention Center)**

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## **AGREEMENT**

This Agreement is entered into this first day of July 12, 2011, by and between the Chief Judge of the Fifth Judicial Circuit and Vermilion County Juvenile Detention Center, hereinafter referred to jointly and collectively as the "Employer" and The Laborers' International Union of North America, The Southern and Central Illinois Laborers' District Council and Laborers' Local 703, hereinafter referred to as the "Union".

Inasmuch as the parties desire to establish and to set forth in writing the terms and conditions under which the Employees shall work during the term of this Agreement to secure harmonious cooperation in the relations between the Parties, and to provide means for the peaceful settlement of disputes, it is agreed as follows:

### **ARTICLE 1 RECOGNITION**

#### **Section 1.1**

The Employer recognizes the Union as the exclusive representative of employees in the bargaining unit set forth in the Amended Certification of the Illinois State Labor Relations Board for purposes of collective bargaining with respect to rates of pay, hours of employment, and other terms and conditions of employment.

#### **Section 1.2**

In the event that any new or different classifications of employees not listed above as being within the bargaining unit of this Agreement, or, in the event that the duties and responsibilities of any of the classifications listed above are changed and the Parties are unable within a brief and reasonable period of time to determine whether it is appropriate and consistent with the Certification and with this Article One either to include or to exclude such classification in the bargaining unit, then the Parties shall seek a clarification of such issues from the State Labor Relations Board.

### **ARTICLE 2 RIGHTS RESERVED BY THE EMPLOYER**

#### **Section 2.1**

Except as limited by the express language of this Agreement, the Employer retains and reserves the sole and exclusive right to manage and to control its properties and its operations; and to manage its business affairs; to direct its employees, including the exclusive rights to hire, to assign, to transfer, to promote, to demote, to layoff, to recall, to evaluate performance, to determine qualifications, to discipline, to discharge for just cause, to make, modify, and enforce rules and regulations, to establish and to effectuate policies and procedures, to set standards of performance, to determine the number of employees, the duties to be performed, and the hours and locations of work, to establish, change, or abolish positions, to discontinue any function, to subcontract, to create any new service or function, to make any technological changes, to install or remove any equipment, regardless of whether any such action causes reductions or

transfers in the work force, or whether such action requires an assignment of additional, or fewer, or different duties, or causes the elimination or addition of positions, to either temporarily or permanently close all or any portion of its facilities and/or relocate such facilities or any operations. Provided that the foregoing rights may not be exercised in a manner which is in conflict with explicit provisions of this Agreement. Provided, further, that subcontracting of bargaining unit work shall not have the effect of displacing bargaining unit employees.

The rights expressly reserved by this Article Two are merely illustrations of, and are not inclusive of, all the rights retained by the Employer. Rights reserved by the Employer may not be exercised in a manner which conflicts directly with other express and explicit provisions of this Agreement.

The rights set forth above, and any and all rights, powers, authorities, and prerogatives the Employer had before entering into this Agreement are retained and reserved by the Employer unless expressly and explicitly waived herein.

The Employer reserves the right to assign to or to allow Statutory Supervisors to perform any work for the Employer.

### **ARTICLE 3 NO STRIKES, NO LOCKOUTS**

#### **Section 3.1**

During the term of this Agreement, there shall be no strikes, slow-downs, stoppages of work, or interference in any form with work or operations for any reason, cause, or purpose during the term of this Agreement. The Union also expressly waives, for the term of this Agreement, any right to strike over matters which are not subject to the Grievance and/or Arbitration procedures of this Agreement, including any sympathy strikes.

#### **Section 3.2**

Any employee who engages in any strike, slow-down, stoppage of work, or interference with production or operations, including any wildcat or sympathy strike, during the term of this Agreement shall be subject to immediate discharge, and shall have no rights or recourse under this Agreement. Stewards, Committeemen, and all employees who hold any office or position with the Union occupy a position of special trust and responsibility in maintaining and bringing about compliance with this provision, including the responsibility to remain at work during any interruption which may be initiated by other employees and to encourage employees violating this provision to cease such violation.

#### **Section 3.3**

There shall be no lockout of the employees by the Employer during the term of this Agreement.

**ARTICLE 4**  
**GRIEVANCE, MEDIATION AND ARBITRATION PROCEDURE**

**Section 4.1**

A grievance is defined as a complaint by an employee that a particular provision of this Agreement has been violated, or any non-contractual disagreement between any employee and the Employer. The grievance and arbitration procedure set forth herein, and any other such procedure shall expire, become null and void, and shall not be enforceable after the expiration date of this Agreement.

**Section 4.2**

If a grievance arises, it shall be handled in the following manner:

- (a) Disciplinary action by the Employer shall be taken within fifteen (15) calendar days after the Employer becomes aware of the act or omission which is the basis for the disciplinary action; provided, this time limitation shall not apply in cases of alleged abuse or neglect of a detainee. An employee having a grievance shall first discuss the matter with his immediate supervisor.
- (b) The grievant or his representative must set forth in writing the facts involved and the specific provision(s) of the Agreement (if any) alleged to be violated within fifteen (15) calendar days after the employee knew or should have known of the event giving rise to the grievance. This written grievance shall be signed by the employee and/or his representative and shall be submitted to the Employer. Within fifteen (15) calendar days after receipt of the grievance, the Employer's representative shall answer the grievance in writing.
- (c) Prior to submitting the grievance to arbitration and within fourteen (14) calendar days after receipt of the Employer's answer, the Union may submit to the Director a written request for a grievance to be heard before the County's Grievance Committee, which consists of a member of the Vermilion County Board Personnel / Labor Relations Committee, an elected official, an appointed official, and the State's Attorney, or their designees. The County and the Union agree to provide each other with a minimum notice of five (5) calendar days. Decisions of the Grievance Committee are not binding on the department head.
- (d) If said answer is not acceptable to the Union, the grievance (if it pertains to the alleged violation of a particular provision of this Agreement) may be submitted to Arbitration if either party submits written Notice of Intent to Arbitrate by Certified Mail, Return Receipt Requested, within forty-five (45) calendar days after the date of the Employer's answer.

While Arbitration of the dispute is pending, the grievance (if it pertains to the alleged violation of a particular provision of this Agreement) will be submitted to Mediation pursuant to the below procedures upon the request of either party.

- (e) Failure of the Union to comply with the time limits specified herein shall be construed to be an abandonment of the position taken on the grievance. Failure of the Employer to comply with the time limits specified herein shall automatically

move the grievance to the next step in the grievance process. The time limits set forth in this Article may be waived only and without exception by written mutual agreement between the parties.

**Section 4.3**

Union business shall be handled by Stewards, or other Union members only while off-duty, unless mutually agreed otherwise, or pursuant to the procedures set forth in Article Ten below.

**MEDIATION PROCEDURE**

**Section 4.4**

If a grievance is to be submitted to Mediation, the Mediator shall be selected by agreement between the Employer and the Union. When the parties fail to agree upon a Mediator within five (5) working days after agreement to mediate, the Union or the parties, jointly, shall promptly request a list of seven (7) names from the Federal Mediation and Conciliation Service.

**Section 4.5**

The mediation hearing shall be conducted by the Mediator, at mutually agreeable times and places, or, failing agreement of the parties, at times and places designated by the Mediator.

**Section 4.6**

In conducting the hearing, the Mediator shall not be bound by rules of evidence or procedural rules, and the parties shall be allowed, subject to the governance of the Mediator, to present their respective facts and arguments as they see fit.

**Section 4.7**

At the conclusion of the hearing, the Mediator may attempt to obtain a compromise between the parties, and may, in conjunction with such efforts, give the parties an advisory settlement proposal, which may advise the parties of the ruling the Mediator would expect if the matter were to be submitted to Arbitration and the reasons therefore, on the basis of the facts presented, the applicable contract provisions, and the positions of the parties.

**Section 4.8**

The opinion of the Mediator shall be advisory. If it is or is not accepted by the parties, it shall not be admissible evidence in, and it shall be forever excluded from, any subsequent Arbitral, Administrative, or Judicial Proceeding.

**Section 4.9**

Each party will pay its own participants and its own witnesses. The parties will share equally only the fee and expenses of the Mediator, and the cost, if any, of the hearing room. Grievances that do not pertain to the alleged violation of particular

provisions of this Agreement, are not subject to Mediation, even though such grievances may have been entertained by the parties in other steps of the procedures set forth in this Article Four.

## **ARBITRATION PROCEDURE**

### **Section 4.10**

If the parties agree to submit a grievance to Arbitration, the Arbitrator shall be selected by agreement between the Employer and the Union. When the parties fail to agree upon an Arbitrator within five (5) working days after agreement to arbitrate, the Union or the parties jointly shall promptly request a list of seven (7) names from the Federal Mediation and Conciliation Service. Either party may reject the first list, and request a second list of seven (7) more names, after prompt notice to the other party. Each party shall alternately strike names, the moving party striking first, from the list employed by the parties until one (1) name remains, which shall be the Arbitrator selected.

### **Section 4.11**

The Arbitrator shall have no power to add to, subtract from, alter or modify any of the express terms of this Agreement, or to ignore or to imply any term or provision. Within the foregoing limitation, the decision of the Arbitrator shall be final and binding. Grievances which do not pertain to the alleged violation of particular provisions of this Agreement are not subject to Arbitration, even though such grievances may have been entertained by the parties in other steps of the procedures set forth in this Article Four.

### **Section 4.12**

Each party will pay its own participants and its own witnesses. The parties will share equally only the fee and expenses of the Arbitrator and the cost, if any, of the hearing room and reporter.

## **ARTICLE 5 DEFINITIONS**

When used in this Agreement, the following terms will be construed to have the following meaning:

### **Section 5.1**

The term "Regular Full-Time Employees" shall be construed to mean non-probationary persons who are included in the bargaining unit represented by the Union and are regularly scheduled to work thirty (30) or more hours per week.

### **Section 5.2**

The term "Short-Term Employee" shall be as defined in the Act, an employee who is employed for less than two (2) consecutive calendar Quarters during a calendar year and who does not have reasonable assurances that he will be rehired by the same

Employer for the same service in a subsequent calendar year. The Employer shall have the right to employ short-term employees to perform any work required. Such employees shall not cause the layoff of regular employees and shall be entitled to no benefits in addition to the payment of their wages for times when they are actually employed and working.

**Section 5.3**

The term "Regular Part-Time Employees" shall be construed to include those persons who are regularly scheduled to work less than thirty (30) hours in a regular workweek.

**ARTICLE 6  
SENIORITY**

**Section 6.1**

Seniority shall be defined as each employee's length of continuous service within the bargaining unit since his last date of hire.

**Section 6.2**

All new or rehired employees shall be required to serve a probationary period of one year (365 calendar days).

**Office or Department and Classification**

**Section 6.3 Probationary Period**

During the probationary period, each employee's suitability for employment beyond such period will be evaluated by the Employer. The Employer shall retain the unqualified right to terminate the employment of any probationary employee at any time without prior notice or assignment of reasons. No probationary employee shall have any rights or recourse under this Agreement, in regard to the termination of his employment.

**Section 6.4**

The Employer shall quarterly post a seniority list. Upon request, a current list will be sent to the Union or given to a Union representative.

**Section 6.5**

An employee shall forfeit his seniority and his status as an employee:

- (a) If he quits, is discharged, is otherwise terminated, or retires.
- (b) If he performs no work for the Employer for a period of twelve (12) months, or a period equal to his seniority, whichever is shorter, less any concurrent period of paid absence or unpaid leave of absence; or any temporary period of absence because of an injury of illness arising from his employment with the Employer and covered by the Workers Compensation Act.
- (c) If he fails to report for work within ten (10) calendar days after notice of recall is

- mailed to his address of record, pursuant to Section 6.6 below.
- (d) If he fails to return to work at the end of a leave of absence or vacation, unless such failure was due to a reason beyond the employee's control.
  - (e) If he is absent from work for three (3) consecutive workdays, without notice to his immediate supervisor. However, nothing in this Agreement shall be construed to limit the Employer's right to discharge an employee for excessive absence or tardiness.

### **Section 6.6**

In the event that it becomes necessary to layoff employees for any reason, subject to gender consideration, they shall be laid off in the inverse order of their seniority, within Office or Department and Classification after temporary, casual, and probationary employees. The Union shall be given fifteen (15) days advance notice of the layoff of regular full-time employees. In the event of recall, employees shall be recalled in order of their seniority within departments or offices and classifications. No new employees shall be hired into a classification, office, or department until all employees on layoff from such offices, departments, and classifications desiring to return to work have been offered recall to such offices, departments, and classifications. Employees to be recalled will be sent a notice of recall by Certified Mail, Return Receipt Requested, to their address of record. For the purpose of any notice required herein, each employee shall be responsible for having his current address and telephone number on file with the Employer.

### **Section 6.7**

Before other means are utilized, notices of vacancies and new positions shall be posted by the Employer for five (5) days, but the Employer may fill such vacancies and new positions immediately pending final selection of an applicant. Any employee desiring to fill any such posted vacancy or new position shall make application in writing to the Employer within such five (5) day posting period. The Employer reserves the right to refuse the same employee more than two (2) classification changes in any twelve (12) month period as a result of job posting.

Laid-off employees will be given automatic consideration for any position for which they are qualified for a period of twelve (12) months, or the length of their seniority, whichever is shorter.

### **Section 6.8**

The filling of vacancies and new positions and shift assignments for non-probationary officers shall be made on the basis of seniority within the bargaining unit subject to gender considerations. Notwithstanding the above, the Employer may assign an officer to a particular shift when operational needs demand, provided the Employer notifies the Union prior to such assignment. In such cases, no single officer will be assigned for a period in excess of ninety (90) days.

### **Section 6.9**

Employees who are temporarily assigned to positions that are within their

departments but are outside the bargaining unit, shall not forfeit their seniority, provided that such temporary assignment is no longer than three (3) months or extended for a longer period of time by mutual agreement.

## **ARTICLE 7 WORKDAY, WORKWEEK HOURS AND OVERTIME**

### **Section 7.1**

The normal workweek, for regular full-time employees shall consist of forty-eight (48) hours, in six (6) consecutive days, followed by three (3) days off.

### **Section 7.2**

The normal office hours shall be 7:00 AM to 3:00 PM, 3:00 PM to 11:00 PM and 11:00 PM to 7:00 AM, or power shifts or as required by statute or operational requirements. Lunch periods are to be scheduled near the mid-point of the workday, and breaks are to be scheduled during the first and second halves of the workday, if conditions within the Employer's control permit.

The Employer agrees to pay a minimum of two (2) hours callout pay at the appropriate rate of pay. The two-hour minimum will not apply to time worked immediately prior to or immediately after the employee's shift.

### **Section 7.3**

The Director shall establish the scheduled starting and quitting times for specific job classifications or divisions within each department or office according to statutory and operational requirement.

### **Section 7.4**

The Employer reserves the right to schedule employees within different job classifications, divisions, and departments on staggered schedules in order to maintain continuous operations whenever the Employer concludes that such actions are necessary or appropriate.

### **Section 7.5-1**

Employees will be paid overtime pay or compensatory time at the rate of time and one-half for all hours worked in excess of forty-eight (48) in six consecutive days. Any hours worked after eight hours will be paid time and one-half. No overtime shall be worked or paid without specific prior Employer approval. Premium pay generated through this provision or any other provision of this Agreement shall be paid in money rather than in compensatory time off unless the Director, following written notice, advises that for budgetary reasons all premium pay will be paid by use of compensatory time.

In accord with present practice, employees may individually agree with one another to trade shifts if the trade is approved by the Employer. When a trade is made, the employee shall remain responsible for coverage on the shift to which that employee

was originally assigned. The Employer shall not be responsible for premium pay to the extent that a trade contributes to the obligation to pay premium pay.

**Section 7.5-2 Scheduled Overtime**

Scheduled Overtime is overtime that the Employer has at least twenty-four (24) hours notice in advance of such scheduled overtime.

Scheduled Overtime will be offered to the most senior qualified employee of appropriate gender. A Seniority call list will be used. If the called employee is not accessible immediately by telephone, or refuses the overtime, the next most senior qualified, gender-appropriate person will be called. If no employee of the appropriate gender volunteers to work overtime, the Employer shall mandate overtime in the inverse order of seniority by gender and qualifications.

Except for emergencies, no employee shall work in excess of sixteen (16) consecutive hours without that employee having a normal full shift off duty.

**Section 7.5-3 Unscheduled Overtime**

In the event the Employer has a bona fide operating need requiring mandating an employee or employees to work overtime, the overtime shall first be offered to the most senior qualified employee of the appropriate gender currently at work on that shift. Should this employee refuse said offer, the next most senior qualified employee of the appropriate gender on the shift shall be offered the overtime opportunity, etc. If no employee of appropriate gender volunteers to work overtime, the Employer shall mandate overtime in inverse order of seniority among those employees currently working the shift that are of the appropriate gender and qualified.

Nothing in this policy prohibits the Union from finding alternative employees to work the overtime. In doing so, the Union may not make arrangements that would allow for more than two (2) people to split a single shift. An arrangement made by the Union under this paragraph is not subject to the grievance article.

**Section 7.5-4 Emergency Overtime / Special-Needs Overtime**

The overtime policy shall not alter in any respect the duty of an employee to remain on duty at the end of a shift when so ordered, to perform duties assigned and complete them regardless of whether completion of those duties will require work beyond the employee's normal shift, and to report for duty when ordered by the administrators without regard to seniority consideration in accordance with the procedures, work rules and policies established by the Director. The Employer may assign overtime without regard to seniority based on special circumstances and needs of the facility, such as bilingual needs, court hearings, training etc.

Except for emergencies, no employee shall work in excess of sixteen (16) consecutive hours without that employee having a normal full shift off-duty.

This Agreement is subject to change with Employer and Union approval.

**ARTICLE 8  
BULLETIN BOARDS**

**Section 8.1**

The Employer will designate areas on or for bulletin boards for posting of notices signed by an Official of the Union and directed to employees represented by the Union.

**ARTICLE 9  
NO DISCRIMINATION**

**Section 9.1**

Neither the Employer nor the Union shall discriminate against any employee on account of race, creed, color, religion, age, national origin, ancestry, sex, marital status, handicap unrelated to the ability to perform, nor because of participation or nonparticipation in lawful union activity.

**Section 9.2**

Words appearing in the masculine gender refer as well to the feminine gender unless the context of the word requires otherwise.

**ARTICLE 10  
UNION BUSINESS, DUES, FAIR SHARE AND DEDUCTIONS**

**Section 10.1**

Duly authorized non-employee Representatives of the Union on the basis of prior arrangements made with the Employer Representative in charge of the area involved will, where feasible and proper, be allowed to enter upon the Employer's premises when necessary for purposes of administration of this Agreement. Such activities will be conducted without interruption or interference with the Employer's operations.

**Section 10.2**

There will be no Union activity or business conducted by employees during their JDC working hours, unless a duly authorized Union Official or Steward employed by the Employer is relieved of his duties to engage in or conduct business which cannot be performed outside JDC working hours. Such employee shall advise his immediate supervisor of such circumstances and request to be relieved of his duties for the period necessary to handle the matter. Permission shall be granted unless the supervisor determines that the employee cannot be released because of the Employer's operational requirements.

**Section 10.3**

The Union will notify the Employer in writing of the designation of any employees as Union Representatives and of any changes in writing of the designation of any employees as Union Representatives and of any changes in such designations. The Union shall appoint a Steward on each shift. Notwithstanding the provisions of Section

6.8 this person will not be transferred from one shift to another, unless the Union agrees to the transfer. An employee may not transfer into a shift based solely upon the employee's designation as a Steward, nor shall an employee's designation as Steward prevent the employee from being transferred to another shift for thirty (30) days or fewer for purposes of training or the needs of the facility.

**Section 10.4**

The Employer shall deduct monthly from the pay of each bargaining unit employee from whom it has received a written authorization to do so the amount certified by the Union to be the amount required for payment of monthly membership dues and uniform initiation fees, and remit the sums deducted to the Union within twenty (20) working days after the deductions are made. Appendix A of this Agreement is the Dues Check-Off Authorization Form that will be used by the employees covered by this Agreement.

**Section 10.5**

All bargaining unit employees who are not members of the Union and who do not become members of the Union within thirty (30) days of the effective date of this Agreement or of their date of employment, whichever is the later, and continuing during the term of this Agreement, so long thereafter as they are not members of the Union, shall pay to the Union each month their fair share of the costs of services rendered by the Union which are chargeable to non-members under applicable law, as certified by the Union to the Employer, and which may not exceed the monthly dues uniformly required of members of the Union.

**Section 10.6**

The Employer shall be relieved from making the above deductions upon termination of employment, transfer from the bargaining unit, revocation of the authorization; and, the Employer shall not be obligated to deduct dues from an employee's pay during any month in which the employee's pay is less than the amount to be deducted.

**Section 10.7**

The only obligation of the Employer is to deduct and remit the certified amounts to the Union. The Employer shall bear no obligation or liability to the Union or any employee for any mistakes made in compliance with said obligation. The Union shall indemnify, defend, and hold harmless the Employer, its officers, agents and employees from and against any and all claims, demands, actions, complaints, suits or any other forms of liability that shall arise out of or by reason of any action by the Employer for the purpose of complying with this Article Ten or in reliance upon any list, form, notice, certification, or assignment furnished pursuant to the provisions hereof.

**Section 10.8**

All employees shall be members in good standing or pay fair share, in accordance with the provisions of this Agreement.

- (a) The Union shall submit to the Employer an affidavit which specifies the amount

constituting each employee's fair share contribution, and which describes the rationale and method by which the fair share contribution was determined, including a list of the expenditures which were included and excluded in determining the fair share contribution.

- (b) The Union shall prepare a notice containing the fair share fee information specified in Paragraph (a) of this Article Ten above, and advising that any non-member may object to the amount of the fee (1) through the Union's internal appeal procedure, culminating in arbitration, by sending a letter to the President by certified or registered mail or by delivery to the Union Office, at any time after the notice but within sixty (60) days after the first wage payment of the year from which his fair share fee has been deducted, or (2) by filing an unfair labor practice charge against the Union with the Illinois State Labor Relations Board in accordance with the Rules of the State Labor Board, or (3) by taking any other action available to them at law or equity.
- (c) The Union shall distribute the notice described in Paragraph (b) by (1) posting it and the Union Internal Review Procedures, and (2) providing Business Agents and Stewards with copies of the notice for distribution to non-member employees and (3) providing additional copies to the Employer.
- (d) A copy of the Union Internal Appeal Procedure culminating in arbitration of any objector's claims shall be supplied to the Employer. The Union shall advise the Employer of any subsequent changes therein.
- (e) Upon the Union's receipt of notice of an objector's challenge to the fair share contribution determined by the Union, the Union shall deposit in an escrow account, separate from all other Union funds, the amount of fair share payment received on behalf of an objector or objectors that is fairly placed at issue by the objection(s), but not less than thirty-three percent (33%) of the fair share fee. The Union shall furnish objectors and the Employer with verification of the terms of the escrow arrangement and, upon request, the status of the funds as reported by the bank.

The escrow funds will be established and maintained by a reputable independent bank or trust company and the agreement therefore shall provide that the escrow accounts be interest bearing at the highest possible rate; that the escrow funds be outside of the Union's control until the final disposition as provided for herein; and that the escrow fund will terminate and the fund therein be distributed only by the terms of an ultimate award, determination, or judgment, including any appeals, or by the terms of a mutually agreeable settlement between the Union and an objector or group of objectors.
- (f) If an ultimate decision in any proceeding hereunder directs that the amount of the fair share fee should be lower than the amount fixed by the Union, the Union shall promptly adopt said determination and notify the Employer to reduce deductions from the earnings of non-members to said prescribed amount.
- (g) The rights of non-association of employees based upon bona fide religious tenets or teaching of a church or religious body of which such employees are members are safeguarded in accordance with Section 6 (g) of the Illinois Public Labor Relations Act. Such employees shall pay an amount equal to their proportionate share determined under a proportionate share agreement to a non-religious

charitable organization mutually agreed upon by the employees affected and the exclusive representative to which such employees would otherwise pay such fee. If the affected employees and the exclusive representative are unable to reach an agreement on the matter, an organization shall be chosen by the employee from an approved list of charitable organizations established by the Illinois State Labor Relations Board.

## **ARTICLE 11 LEAVES OF ABSENCE**

### **Section 11.1 Eligibility**

Any regular full or part-time employee may request a leave of absence without pay.

### **Section 11.2 Application**

Any request for a leave of absence shall be submitted in writing by the employee to his Director, stating the reason for the leave and the length of time requested.

### **Section 11.3 Approval**

Any requested leave of absence shall be subject to the approval of the Director who may approve or disapprove the request on the basis of the operating requirements of the employee's department, the availability of substitute employees, the reasons for the requested leave, and any other relevant factors.

### **Section 11.4 Other Employment**

Employees granted leaves of absence are prohibited from accepting other employment while on leave and shall be deemed to have voluntarily terminated their employment with the Employer if they violate this provision.

### **Section 11.5 Extension**

When an employee requires an extension, a request for an extended leave of absence shall be submitted and processed in accordance with the procedures set forth above.

### **Section 11.6 Return**

Upon their return, employees granted a leave of absence shall not have any guarantee of reinstatement to the position held before taking their leave of absence, but shall be entitled to exercise their seniority rights as set forth elsewhere herein.

### **Section 11.7**

Subject to the needs of the Employer and its operations, the Employer agrees to grant leaves of absence without pay for periods not to exceed two (2) weeks to any Union official or member for purposes of Union business, provided the Department Head for the Department in which the employee works is notified in advance of the requested leave of absence and its duration and is able to make adequate scheduling arrangements to have the employee's job covered during such absence. No such leave

may be taken without prior approval by the Employer and the Union bargaining agent. Individuals requesting Union leave shall, by use of schedule trades, prevent the Employer from incurring overtime pay liability as a result of such leaves.

### **Section 11.8**

During leaves of absence in excess of thirty (30) calendar days, employees shall not be entitled to, or earn, any vacation or holiday benefit and shall be obligated to assume the full cost of any insurance-related benefit during such periods. Additionally, employees on leave for periods longer than six (6) months shall neither accrue nor accumulate seniority during such leaves.

### **Section 11.9**

Upon their return, employees granted a leave of absence will be eligible for any wage or benefit increases.

### **Section 11.10 Family and Medical Leave**

Vermilion County provides its employees with benefits under the Family and Medical Leave Act of 1993 ("FMLA"). The FMLA establishes a minimum labor standard to balance the demands of the workplace with the needs of families through job protected, unpaid leave.

#### **Section 11.10-1 Eligible Employees**

To be eligible for FMLA leave benefits, an employee must:

- 1) Have worked for the County for at least twelve (12) months before the leave request; and
- 2) Have worked 1,250 hours in the twelve (12) months prior to a request for FMLA leave.

#### **Section 11.10-2 FMLA Leave**

Eligible employees are entitled to take up to twelve (12) weeks of job protected, unpaid leave during any twelve (12) month period. "Any twelve (12) month period" means the twelve (12) month period measured forward from the date an employee's FMLA leave begins. For example, an employee would be entitled to twelve (12) weeks of FMLA leave during the year beginning on the first date FMLA leave is taken; the next twelve (12) month period would begin the first time FMLA leave is taken after the completion of any previous twelve (12) month period.

Employees may, but are not required to, use available paid days off, such as vacation days, personal days, days, or compensatory time during FMLA leave. This allows an employee to choose whether to use paid days off for income during FMLA leave or to save those paid days off when requesting FMLA leave. Rules for scheduling and use of paid days off when FMLA does not apply, remain in effect.

FMLA leave may be requested for any of the following reasons:

- 1) Birth of the employee's child;

- 2) Placement of a child with the employee for adoption or foster care;
- 3) To care for a child, spouse, or parent with a serious health condition;
- 4) When the employee is unable to perform the functions of his or her position because of a serious health condition.

A "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:

- 1) Any period of incapacity or treatment in connection with, or consequent to, inpatient care (i.e., an overnight stay in a hospital, hospice or residential medical care facility);
- 2) Any period of incapacity requiring absence from work, school, or other regular daily activities, of more than three (3) calendar days, that also involves continuing treatment by (or being under the supervision of) a health care provider;
- 3) Continuing treatment by (or under the supervision of) a health care provider for a chronic or long-term health condition that, if not treated, would likely result in a period of incapacity of more than three (3) calendar days; and
- 4) For a period of prenatal care.

"Continuing care by a health care provider" means one or more of the following:

- 1) The employee or family member in question, is treated two (2) or more times for the injury or illness by a health care provider. Normally this would require visits to the health care provider or to a nurse or physician's assistant under direct supervision of the health care provider.
- 2) The employee or family member is treated for the injury or illness two (2) or more times by a provider of health care services, (e.g. physical therapist) under orders of, or on referral by, a health care provider, or is treated for the injury or illness by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider (for example, a course of medication or therapy to resolve the health condition);
- 3) The employee or family member is under the continuing supervision of, but not necessarily being actively treated by, a health care provider due to a serious long-term or chronic disability, which cannot be cured. Examples include persons with Alzheimer's Disease, persons who have suffered a severe stroke, or persons in the terminal stages of a disease, which may not be receiving active medical treatment.

Voluntary cosmetic treatments (such as most treatments for orthodontia or acne), which are not medically necessary are not a "serious medical condition," unless inpatient hospital treatment is required. Routine preventive physical examinations are excluded.

Medical certification is required when FMLA is claimed due to an employee's serious medical condition, or care for a child, spouse, or parent with a serious medical condition (see, Section 11.10-4).

FMLA leave taken for the birth of a child or for placement of a child for adoption or foster care, must be completed within one year of the birth or placement.

Contact the Human Resources Director for more information concerning qualifying events and availability of leave.

### **Section 11.10-3 Employee Responsibilities**

The following procedures apply to FMLA leave:

- 1) An employee intending to take FMLA leave must request FMLA leave by providing thirty (30) days written notice if the need to take FMLA leave is foreseeable and must make a reasonable effort to schedule FMLA leave so as not to disrupt departmental operations. If the need for FMLA leave is not foreseeable, the employee must indicate the qualifying reason for the request and the amount of time requested.
- 2) Employees electing to use paid days off during FMLA leave should request the same, in writing, when requesting FMLA leave, or as soon thereafter as possible.
- 3) Employees must provide medical certification of the serious health condition necessitating FMLA leave within 15 calendar days of a request for such certification (see Section 11.10-4). Failure to provide certification within this stated time limit may delay the FMLA approval, or the request may be denied.
- 4) Employees taking ten (10) or more consecutive days of FMLA leave due to a serious health condition may not return to work without providing medical certification of their ability to work (see, Section 11.10-5).
- 5) Failure to return to work after FMLA leave (or any extension of FMLA leave) will result in termination of employment, unless a leave of absence is granted or the absence is otherwise authorized.
- 6) Fraudulently obtaining FMLA leave shall be just cause for immediate termination.

### **Section 11.10-4 Medical Certification**

Medical certification is required when FMLA leave is for the employee's serious health condition, or for the serious health condition of the employee's child, spouse or parent. Medical certification shall be provided by the employee on forms provided by the Human Resource Director within fifteen (15) calendar days of the Human Resources Director's request for certification.

Recertification, may be requested by the Human Resource Director as provided by U. S. Department of Labor regulations. Recertification must be provided by the employee within fifteen (15) days of the request.

### **Section 11.10-5 Medical Certification of Ability to Resume Work**

An Employee who has taken ten (10) or more consecutive days of FMLA leave for the employee's own serious health condition must provide medical certification of his ability to return to work on the form provided by the Human Resource Director. An employee may not return to work without providing the required medical certification.

**Section 11.10-6 Other Employment**

Employees on FMLA leave who accept full-time employment while on leave shall be deemed to have voluntarily terminated their employment with the Employer, if such employment is inconsistent with the reason for which the FMLA leave was granted.

**Section 11.10-7 Employment and Benefits Protection**

Employees who return from FMLA leave will be restored to the same or an equivalent position as provided in U. S. Department of Labor Regulations.

Taking FMLA leave will not result in the loss of any employment benefits accrued before the leave, nor does it entitle the employee to any right, benefit or position of employment other than those to which the employee would have been entitled had the employee not taken the leave. For example, if the employee's position would otherwise have been eliminated due to a reduction-in-force, the fact that the employee is on FMLA leave does not immunize the employee from displacement.

An employee enrolled in the county's group health insurance program may elect to continue the health insurance coverage during periods of FMLA leave. The employee must make arrangements with the County Board Office to pay the appropriate employee contributions in a timely manner. When permitted by U. S. Department of Labor regulations, the County may seek to recover contributions made by the County for the employee's group health insurance premiums during FMLA leave.

**Section 11.10-8 Prohibited Coercion**

It is unlawful for any employee to intimidate, threaten, coerce or attempt to coerce, any other employees for the purpose of interfering with the employee's right to job protected FMLA leave. The terms "intimidate, threaten, or coerce" include promising to confer or conferring any benefit (such as appointment, promotion, or compensation), or taking or threatening to take any reprisal (such as deprivation of appointment, promotion, or compensation).

**ARTICLE 12  
VACATIONS**

**Section 12.1**

All regular full-time employees with one (1) or more years of continuous service shall be entitled to vacation time with pay according to the following schedule. For each day of vacation, employees are entitled to one (1) day's pay at their then current rate in accordance with the above schedule.

<b>Completed years of service</b>	<b>Days of vacations</b>
One	6
Two through Seven	12
Eight through Twelve	18
Thirteen through Twenty-Four	24
Twenty-Five or More	30

**Section 12.2**

Years of service are based on calendar years.

**Section 12.3**

Employees cannot accrue or accumulate vacation time or vacation pay from year to year unless mutually agreed upon, in writing by the Employer and the employee, with a copy of the Agreement to be provided to the employee.

**Section 12.4**

The Employer reserves the right to schedule vacations on the basis of operating requirements, but will give due regard to the employee's wishes with preference being given to the employees with the greatest seniority. After an employee's vacation has been approved and scheduled, it cannot be changed except by agreement between the employee and the Employer. No employee shall be given priority based upon his seniority for more than two (2) weeks of vacation per year. Additional vacation will be scheduled on a "first come, first served" basis.

**Section 12.5**

Employees who are terminated, resign or retire shall receive any earned, but unpaid, vacation pay on their next pay date or as soon thereafter as feasible. No vacation benefits are earned during leaves of absence in excess of thirty (30) calendar days.

**Section 12.6**

Any employee who becomes unable to take his vacation due to an illness or injury, which begins before his scheduled vacation will be rescheduled for a vacation after he is recovered.

**Section 12.7**

Vacation schedules in each office, department, or functional entity will be developed by seniority during the month of October of each year. Upon request, a representative of the Union will be invited to attend a meeting for this purpose. If conflicts in vacation schedules remain unresolved after October 31, they shall be resolved by the Employer. Employees will be notified in writing by January 1 of the approval of their vacation for the following year.

**ARTICLE 13  
FUNERAL LEAVE**

**Section 13.1**

In the event of a death in the immediate family, each regular employee shall be allowed up to three (3) days off without loss of pay to attend the funeral and to arrange the details of the funeral. The "immediate family" consists of spouse, parents, children,

grandchildren, brothers and sisters, stepmother, stepfather, stepchildren, or other relatives living with the employee for an extended period of time.

### **Section 13.2**

In the event of the death of grandparents, aunts, uncles, parents-in-law, son-in-law, daughter-in-law, and brothers-in-law and sisters-in-law, the employee shall be allowed one (1) day off without loss of pay to attend the funeral.

### **Section 13.3**

As much notice as possible shall be given to the Employer, and all funeral leave must be approved by the Director. Approval of funeral leave shall not be unreasonably withheld. "Funeral" shall include a memorial or other equivalent service.

In Sections 13.1 and 13.2 one (1) additional day with pay will be granted if travel to the funeral is 250 miles one way and the Employee provides evidence of having attended the funeral. Abuse of the privileges granted in this section shall be grounds for disciplinary action.

## **ARTICLE 14 PERSONAL DAYS**

### **Section 14.1 Personal Days**

All regular full-time employees shall receive personal days off with pay in accordance with the following procedures of this Article:

- A. Employees must request any personal time off by completing a Time-Off Request form. Written requests for use of a personal day must be received by the Director/Assistant Director at least six (6) days in advance and may be granted if staffing permits. The Director/Assistant Director may deny a request if overtime would be required to fill the position. If a personal day is requested less than six (6) days in advance, it will only be approved if overtime is not required to fill the position and if it would not interfere with staffing assignments or operation of the JDC.
- B. Personal days for employee illness: Personal days will be used in the event of the Employee's illness without prior notice or request. If an employee uses personal days for three (3) or more consecutive days of illness, the Director may request appropriate proof of fitness for return to duty. False claims of illness or other misuse of personal days shall result in discipline.
- C. In the event that more than one employee at the same time requests the use of a personal day, and the Director is unable to honor all the requests, the request of the most senior employee(s) will be granted. Scheduled personal days will not be canceled by a request for an unscheduled personal day. Scheduled or unscheduled days may be canceled in the event of an emergency.

**Section 14.2**

Full-time employees hired prior to December 1 of any year will receive (10) Personal Days each year. Two (2) additional personal days will be allowed December 1 of each year to be used in accordance with the procedure in Section 14.1(A) only. Personal days are given in advance with the trust that an employee will complete a full year's employment with the Employer.

Employees hired after December 1 will be entitled to personal day credit beginning the month they were hired according to the following schedule:

MONTH OF HIRE	NUMBER OF PERSONAL DAYS ACCRUED
December	12
January	11
February	10
March	9
April	8
May	7
June	6
July	5
August	4
September	3
October	2
November	1

Employees with accrued and unused personal days as of November 30 each year will have the option of being paid for up to ten (10) days at the then current rate of pay, or banking up to ten (10) days of the unused days, up to a maximum of thirty (30) banked personal days. Employees must elect in writing to bank the unused personal days.

Banked personal days are to be used in blocks of not less than ten (10) days in the event of catastrophic or lengthy illness. Upon termination or retirement, employees will be paid for any remaining banked personal days.

**ARTICLE 15  
JURY DUTY**

**Section 15.1**

Regular full-time employees who are required to serve on a jury during their regularly scheduled work time shall receive their regular pay for such period of time provided that such employees verify the time thus spent and turn over to the Employer all compensation received for service on jury duty.

**Section 15.2**

Employees will be required to report for work for any part of the workday not required for jury duty.

**Section 15.3**

For purposes of seniority and benefits, time spent on jury duty shall be considered as time worked for the Employer.

**ARTICLE 16  
LIFE INSURANCE, MEDICAL INSURANCE AND DEDUCTIONS**

**Section 16.1**

The Employer agrees to provide a Ten Thousand Dollar (\$10,000) Life Insurance Policy for employees who work over one thousand (1,000) hours per year.

**Section 16.2**

Payroll deductions requested in writing by an employee will be made for payment of County-sponsored health, life or cancer insurance, purchase of U. S. Savings Bonds, contributions to the United Way Fund, contributions to the County-sponsored 457 plan and direct deposit of checks.

**Section 16.3**

Effective January 1, 2010, the Employer will pay \$243.00 per month of the premium cost for each full- or part-time Employee when participating in the County sponsored health insurance plan. This amount will also be paid if an employee participates in any coverage under the health insurance plan.

For the duration of this contract, the County shall increase its contribution by an amount equal to 50% of the increase in premium for the single-person coverage established under the currently offered \$1000 deductible plan. If the County changes health insurance plans, any increase in the then current County contribution shall be calculated upon the premium increase in the health insurance plan with the \$1000 deductible.

If the County changes the PPO or other lower cost insurance provider, the county shall offer a plan which will offer deductible and out-of-pocket expense limitations which do not exceed those of the currently offered \$250 deductible plan.

The County reserves the right to select the health insurance plan for the County, acknowledging however, the below described right of the Union to participate in the selection process. The County is not responsible for any changes in the health insurance plan due to unilateral changes made by the insurer as to benefits or premiums except that the County contribution amount toward the premium shall not change. However, should the County contribution toward the premium increase as to other bargaining units, then that increase shall apply to this unit.

Due to the rising cost of health insurance, the County agrees that a regular search will be made for the most appropriate and economical plan. The Business Agent for the Union or his designee and one representative from the bargaining unit shall be

eligible to sit with the County on any meetings designed to seek alternative health plans. The County reserves all rights to select and manage any insurance plan for the County, but agrees that the business agent or his designee and one representative from the bargaining unit shall have the right to comment and be part of the process of selecting appropriate health insurance plans.

**Section 16.4**

The County will provide an IRS Section 125 Plan (S-125) on a voluntary basis for employees. The 125 Plan may be used to shelter qualifying insurance premiums, unreimbursed medical expenses, and childcare expenses for the employee, his spouse and his children.

**ARTICLE 17  
WAGES AND ALLOWANCES**

**Section 17.1 General Increase**

Effective December 1, 2009, bargaining unit members shall receive a 1% increase on their then current base wage. The minimum annual salary for bargaining unit members hired during the fiscal year beginning December 1, 2009, and after the contract signing date shall be \$35,208 prorated according to date of hire.

NOTE: Retroactive pay only applies to bargaining unit members who are on the payroll at time of contract signing date by the union.

Effective December 1, 2010, bargaining unit members shall receive a 2% increase on their then current base wage. The minimum annual salary for bargaining unit members hired during the fiscal year beginning December 1, 2010, shall be \$35,560 prorated according to date of hire.

Effective December 1, 2011, bargaining unit members shall receive a 2% increase on their then current base wage. The minimum annual salary for bargaining unit members hired during the fiscal year beginning December 1, 2011, shall be \$35,916 prorated according to date of hire.

**Section 17.2 Longevity-Increase**

Longevity shall be calculated based upon the number of months service acquired by an employee as of November 30<sup>th</sup> of each year. It shall be payable in a lump sum in December of each year after the employee becomes entitled to longevity.

Bargaining unit members shall be compensated at the rate of \$10.00 per month for each year of service after completing thirty-six (36) months of continuous, full-time employment, up to a maximum of 156 months (13 years of service).

All employees who work at least six hundred (600) hours per year, or twelve (12) hours per week, are required to participate in the Illinois Municipal Retirement Fund:

**Section 17.3 Evaluations**

All increases to officers are contingent upon satisfactory performance ratings in the annual evaluation. An officer who does not receive a satisfactory performance rating may grieve the rating.

**Section 17.4 Merit Bonus**

In addition to the above, employees are eligible to receive merit bonuses in accordance with the compensation plan as may be filed and approved by the Director with the Administrative Office of the Illinois Courts. The denial of all or part of a merit bonus to an individual shall not be subject to the grievance mechanism.

**Section 17.5 Clothing Allowance**

Effective December 1, 2009, and continuing through the term of this contract, members of the bargaining unit will receive \$450.00 per year for a clothing allowance. This allowance shall be payable in two installments each year as follows: Those bargaining unit employees who are employed by the Employer on May 31, and the preceding six month period shall be paid \$225.00 on the next pay period covering the date of May 31. Employees who are employed by the Employer on December 1, and the preceding six month period shall be paid \$225.00 on the next pay period covering the date of December 1 for each year of this Contract.

Employees who are hired in the middle of a six-month period as described, above will receive a prorated amount for the months employed prior to either May 31 or December 1 as the case may be, if they likewise have been continuously employed by the Employer before and on either May 31 or December 1.

**ARTICLE 18  
COMPLETE AGREEMENT AND WAIVER OF BARGAINING**

**Section 18.1**

This Agreement is the entire Agreement between the Employer and the Union.

The parties acknowledge that during the negotiations resulting in this Agreement they each have had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects and matters not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement.

**ARTICLE 19  
SAVINGS AND SEPARABILITY**

**Section 19.1**

If any provision of this Agreement is determined to be unlawful, the parties shall not comply with sum provision, but the remaining provisions shall not be affected thereby, and the parties shall negotiate a lawful substitute for the unlawful provision.

**ARTICLE 20  
DURATION**

**Section 20.1**

This Agreement, when approved and signed by the appropriate authorities for and on behalf of the Employer and the Union shall be in full force and effect from the date of signing through November 30, 2012 and thereafter from year to year unless written notice of the desire to terminate or modify the Agreement is served by either party upon the other not less than One-Hundred Twenty (120) days prior to the above date of termination or the anniversary of any renewal period hereof.

**FOR THE EMPLOYER:**

**Vermilion County Juvenile Detention  
Center**

  
Judy Hartshorn, Director

Date: 7-20-11

  
Chief Judge of the Fifth Judicial Circuit

Date: July 29, 2011

**FOR THE UNION:**

**Laborers' Local 703**

  
Rusty Davenport, Business Manager

Date: 8/4/11

The Southern and Central Illinois Laborers'  
District Council

  
Clint B. Taylor, Business Manager

Date: 8/11/11

Attachment A

The following Dues Check-Off Authorization Form will be signed by the employee(s):

You are hereby authorized and requested to deduct from my wages hereafter due me, and payable on the first pay due me in each calendar month, such sums for Union fees, assessments and dues as may be certified due from me to Laborers' Local 703 by the Secretary-Treasurer of the said Union. You are hereby authorized and directed to pay the amount deducted to the Secretary-Treasurer of Laborers' Local 703 for my account on or before the fifteenth (15<sup>th</sup>) day of the following calendar month for which said deductions are made.

You are further authorized and requested to continue monthly deductions unless written thirty (30) day notice is given to you by me advising you to discontinue such deductions.

Dues, fees, contributions or gifts to Laborers' Local 703 are not deductible as charitable contributions. However, they may be tax deductible as ordinary business expenses.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Signature