COLLECTIVE BARGAINING AGREEMENT

BETWEEN

UNION COUNTY 911

AND

THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA,
THE SOUTHERN & CENTRAL ILLINOIS LABORERS' DISTRICT COUNCIL

AND

LABORERS' LOCAL 773

DURATION: DECEMBER 1, 2007 - NOVEMBER 30, 2012

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COLLECTIVE BARGAINING AGREEMENT

ARTICLE 1
PARTIES TO AGREEMENT

This Memorandum of Agreement made and entered into by and between the Union County 911, hereinafter referred to as "Employer" and the Laborers' International Union of North America, Southern & Central Illinois District Council, and Laborers' Local 773 hereinafter referred to as the "Union".

ARTICLE 2
AREA AND EMPLOYEES COVERED

All employees employed by the Union County 911, which are the 911 Coordinator and Secretary.

Gender: The use of the masculine pronoun in this or any other 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 3
RECOGNITION AND UNION SECURITY

Within the limits provided by the laws of Illinois, 911 Board recognize the Laborers' International Union of North America as the exclusive bargaining representative for the employees covered by this Agreement.

It shall be a condition of employment that all present employees who are or become members of the union shall remain members of the Union or if an employee chooses not to be a member of the Union then that employee shall contribute his fair share for representation.

All present employees who are not members of the Union shall become and remain members of the Union or if an employee chooses not to be a member of the Union then that employee shall contribute his fair share for representation within sixty (60) days of the effective date of this Agreement and all employees who are hired hereinafter shall become and remain members of the Union or if an employee chooses not to be a member of the Union then that employee shall contribute their fair share for representation within sixty (60) days following date of first employment. All rights and benefits shall be retroactive to the first date of hire. No one will suffer reduction in wages and conditions as a result of this Agreement.

ARTICLE 4
DUES CHECK OFF

All dues, initiations, fees and assessments levied by the Union on the employees covered by this Agreement shall be checked off from the wages of such employees once each month, except delinquent dues and initiation fees shall be checked off weekly and remitted by the County to the Secretary of the said Union. The check off, however, is to authorize the County in writing to so check off. If an employee or employees should any time contend that the County acted wrongfully or illegally in making a check off for dues, initiation fees or assessments, the Union will defend and protect the County against expense, repayments or losses on account of such contention.

ARTICLE 5
MANAGEMENT RIGHTS

Nothing herein shall affect internal control authority of the 911 Board. Except as expressly amended, changed or modified by a provision of the Agreement, the Employer retains traditional rights to operate the 911 Department of Union County, Illinois.

The E.T.S.B. retains the respective rights as Employer enumerated below and as modified by the Illinois Labor Relations Act. Such rights include, but are not limited to, the following:

A. To plan, direct, control and determine all operations and services of the 911 Department of Union County, Illinois.
B. To supervise and direct the employees.
C. To establish the qualifications for employment and to employ employees.
D. To establish reasonable work rules and work schedules and assign each.
E. To hire, promote, transfer, schedule and assign employees in positions and to create, combine, modify, and eliminate positions within the 911 Department.
F. To suspend, demote, discharge and take other disciplinary action against employees for just cause, with the exception of probationary employees, who may be discharged without cause.
G. To establish reasonable work and productivity standards and, from time to time, amend such standards.
H. To lay off employees due to lack of work or funds or for other legitimate reasons.
I. To contract out for goods and services
J. To maintain efficiency of operations and services of the 911 Department.
K. To determine the method, means, organization, and number of personnel by which such operations and services shall be provided.
L. To maintain efficiency of the Employer's operations.
M. To take whatever action is necessary to comply with State and Federal Law.
N. To change and eliminate methods, equipment and facilities for the improvements of operation of the 911 Department of Union County, Illinois.

N. To change and eliminate methods, equipment and facilities for the improvements of operation of the 911 Department of Union County, Illinois.
O. To determine the kinds and amounts of services to be performed as it pertains to operations and the number and kind of classifications to perform such services.
P. To determine the methods, means and personnel by which operations are to be conducted.
Q. To take whatever actions necessary to carry out the functions of the 911 Department in emergency situations.

ARTICLE 6
WORK WEEK AND OVERTIME PAY

The workweek will be based on thirty-five (35) hours, with the office hours 8:00 a.m. until 4:00 p.m., with one (1) hour paid lunch break, to equal forty (40) hours also including a paid fifteen (15) minute break in the morning and afternoon.

Employees shall be compensated at a rate of one and one-half (1½) times their regular rate for work in excess of eight (8) hours in a workday or forty (40) hours in a workweek. Work in excess of forty (40) hours in a work week or eight (8) hours in a work day will be compensated at a rate of one and one-half (1 ½) times the employee's regular rate of pay. Employees may choose the method of overtime compensation between comp-time and pay. The comp-time shall be capped at forty (40) hours.

In so far as practical, the Employer shall divide overtime equally among all employees.

All forms of approved absences shall be counted as time worked for overtime compensation, such as sick time, personal days, comp time and vacation time.

Any overtime must be previously approved by the Employer or by the Employer's designee.

ARTICLE 7
HOLIDAY, SICK, PERSONAL, AND FUNERAL LEAVE

Holidays: Employees shall receive one (1) day pay per each recognized Holiday or one (1) day off in observance of the Holiday. Those Holidays recognized under this Agreement shall be as follows: New Years Day, Martin Luther King's Birthday, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, General Election Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day and also any other additional days or part days which may be observed by the offices as directed by the Union County Board of Commissioners.

When an employee is required to work on a Holiday, they shall be paid one and one half (1 ½) times his regular rate of pay in lieu of Holiday pay.

Sick Leave: Each present employee shall be entitled to one (1) sick leave day per month without loss of pay. Sick leave shall accumulate to a total of two hundred forty (240) days, no more than ninety (90) accumulated sick days total, shall be paid to an employee upon layoff or resignation. Upon announcement of intent to retire from employment the employee may choose to be paid for ninety (90) accumulated sick days and apply any other accumulated sick days towards their IMRF account, or they may choose to apply the entire accumulated sick days towards their IMRF account. Sick leave shall be interpreted to mean personal illness including pregnancy related disability or illness in the immediate family or household. No person shall lose any accumulated sick days upon joining the Union.

Personal Leave: The employer shall grant each employee three (3) days of personal business leave per year without loss of pay. Except in the case of an emergency, notice of the necessity for personal business leave shall be submitted as soon as possible to the Employer or his/her designee. Any unused personal leave days shall not accumulate. They will not be used in less than one-half (½) day increments per request.

Funeral Leave: In the event of a death in the immediate family of an employee, the employee shall be allowed three (3) days leave without loss of pay and these three (3) days shall not be charged to sick leave. Immediate family shall mean death of a spouse, father, mother, brother, sister, son, daughter, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, maternal grandparents, paternal grandparents, including step relation the same categories as the aforesaid.

One (1) day for other family members, more time may be taken if needed and charged to vacation, sick, or personal leave or without pay if there is no accumulated time available.

ARTICLE 8
VACATIONS

New employees hired during the fiscal year shall have pro-rated vacation time after their one (1) year anniversary using an approved pro-rated vacation schedule.

Upon completion of one (1) full year of service an employee shall be credited on December 1st of each fiscal year the following days of paid vacation:

After completion of one (1) year of service	Ten (10) days vacation
After completion of ten (10) years of service	Fifteen (15) days vacation
After completion eleven (11) years of service and over	One (1) additional day of

Vacation per each additional year of service up to a maximum of twenty (20) vacation days.

All vacation days shall be used in the year that they are earned. Employees will be paid up to forty (40) hours for unused time in the current budget year.

Vacation days may be used in one (1) day increments or taken in blocks. When vacation days are used separately, advance notice for vacation day shall be submitted as soon as possible to the Employer but not less than one (1) day without prior approval within twenty-four (24) hours use of any request.

Employees shall make every effort to give the Employer at least ten (10) working days notice of their request for vacation days (block). All vacation days that are to be used in blocks shall be by mutual consent of Employer and employee.

If a regular holiday should occur during an employee's vacation, it shall not count as a vacation day.

ARTICLE 9
FAMILY MEDICAL LEAVE

The Employer agrees to adhere to all provisions of the Family Medical Leave Act.

ARTICLE 10
SALARY SCHEDULES AND PAY PERIODS

Employees shall be paid on the 15th and 30th each month.

ARTICLE 11
GRIEVANCE PROCEDURE

PURPOSE: The Employer recognizes the need for employees to have an opportunity to voice the complaints and grievances and hereby establishes the following procedures:

PROCEDURE: The grievance shall be presented promptly so that the facts can be readily obtained. The time shall be established as within five (5) working days of the occurrence that comprised the grievance.

In the event that an employee shall have a grievance, he/she shall report the same to their Steward in a written report and the Steward shall promptly report the same to the Employer.

If the Steward and the Employer cannot adjust the matter to satisfaction, the grievance shall be submitted to Union Representative. If at such time the Union Representative and the Employer cannot settle the matter, it shall be referred to the Illinois Department of Labor for Arbitration within seven (7) working days. The decision of the Arbitrator shall be final and binding on both parties.

ARTICLE 12
STEWARDS

The Business Manager shall appoint one (1) steward who shall assist an employee in presenting a grievance to employee's Supervisor. The steward shall be the recognized Representative of the Union during work hours and shall be subject to the same terms and conditions of employment as any other employee. The Steward shall be allowed time off for Union Business.

ARTICLE 13
SENIORITY

Seniority will exist from the date of full employment in each office. Seniority plus qualifications shall be the determining factor for promotions, advancements, vacancies, overtime, layoff, and re-employment in said office. All other seniority will remain in tact for vacation, retirement or and other applicable contractual obligation.

ARTICLE 14
IMRF

The ETSB shall participate in the Illinois Municipal Retirement Fund and contribute the standard amount of the employees share.

ARTICLE 15
HEALTH & WELFARE

The Employees shall be provided with Health & Welfare coverage that is equal to or greater than that which is now presently being enjoyed, including a life insurance policy. The ETSB for the employee's coverage shall pay this.

ARTICLE 16
NO STRIKE - NO LOCKOUT

NO STRIKE: Neither the Union nor any other officers, agents or employees will instigate, promote, sponsor, engage in or condone and strike, sympathy strike, secondary boycott, residential picketing, slow down sit down, concerted stoppage of work, concerted refusal to perform overtime or any other intentional interruption or disruption of the operations of Employer at any location regardless of the reason for so doing. Any or all employees who violated any of the provisions of this Article may be discharged or otherwise disciplined by the Employer. The failure to confer all penalties in any instance is not a waiver of such right in any other instance nor is it a precedent. The Union and its officers and representatives will cooperate with the Employer in taking whatever affirmative action is necessary to direct and urge any employee who violates this Article to return to work and to achieve a prompt resumption of normal operations.

NO LOCKOUT: The Employer will not lock out any employee during the term of this Agreement as a result of a labor dispute with the Union as long as there is a, "Good Faith Compliance," by the Union and employee with this Article unless the Employer cannot efficiently operate in whole or in part due to a breach of this Article.

JUDICIAL RELIEF: Nothing contained herein shall preclude the Employer from obtaining a temporary restraining order, damages and other relief as determined appropriate by the court in the event the Union or any employees covered by this Agreement violate this Article.

ARTICLE 17
JURY DUTY

When an employee is called to serve jury duty, the employee shall receive his rate of pay.

ARTICLE 18
OFFICE STAFFING

Due to current size of the work load in the 911 Office there shall be a minimum of two (2) full time employees in the 911 Office and one shall be on duty during office hours. There will be no layoffs or elimination of these positions without just cause.

Temporary reductions in staff due to approved time off and/or leaves of any kind or due to termination/resignation of any employees shall not result in any additional pay for the remaining employees or penalties to the Employer for periods when staffing fall below authorized numbers of employees.

ARTICLE 19
EDUCATION LEAVE

In the event an employee desires to further their education, the Employer and the employee subject to the needs of the office, shall work out a schedule that accommodates both the employee and the Employer. This shall be contingent upon consent of both parties.

ARTICLE 20
WAGES

See Appendix "B" for raise amounts and wage schedule.

Longevity
In addition to the increase the employees will be rewarded with the following longevity pay scale, the longevity increase will take effect after one (1) year of continuous service. Employees will receive a three hundred dollar ($300.00) increase added to their base

rate of pay every other year of employment beginning December 1, 2007. See Appendix "B".

ARTICLE 21
LIMITATIONS OF AGREEMENT

No provision in this Agreement, which affects or interferes with the exercise of the constitutional, statutory or inherent administrative power of the Employer.

ARTICLE 22
OTHER TIME OFF

Any additional time off granted to other county employees other than that already specified in this contract, shall be immediately awarded to all full time ESTB employees.

ARTICLE 23
LIFE CREDIT UNION

If any employees so desires, the Employer agrees to a payroll deduction to be sent to the LIFE Credit Union. The employee will authorize the amount of such deduction and furnish the address and account number where it should be sent.

ARTICLE 24
LABORERS' NATIONAL INDUSTRIAL PENSION FUND

Section 1: The Employer agrees to contribute to the Laborers' National (Industrial) Pension Fund (the "Pension Fund") for all employees covered by this Agreement in accordance with this Article. It is agreed that the contribution made by the Employer shall be **in lieu of employee wages**.

Section 2: Beginning on December 1, 2007 and for the term of this Agreement, the Employer shall contribute to the Pension Fund at the rate of fifty cents ($0.50) for each and every hour or portion of an hour for which an employee covered by this Agreement is paid by the Employer (including hours or portions of hours of paid holidays, vacation, sick leave, personal leave, other paid leave and overtime). The parties agree that these pension contributions **that would otherwise be paid in salary or wages, instead** will be contributed by the Employer (pre-tax) to the Pension Fund. The contributions are to be considered Employer contributions for purposes of the tax laws and they are not taxable income to the employees, rather taxation is deferred until benefits are paid.

Section 3: Contributions shall be due and paid on a monthly basis. Specifically, contributions earned during a calendar month shall be due and paid by the twentieth (20th) day of the immediately following month.

Section 4: Unless otherwise agreed by the Pension Fund, contributions shall be by check made payable to the "Laborers' National (Industrial) Pension Fund" and delivered

to the Pension Fund at 905 16th Street, N.W., Washington, D.C. 20006 by U.S. Mail or commercial carrier.

Section 5: Together with each contribution payment, the Employer shall deliver to the Pension Fund such written reports as the Pension Fund may require to verify and properly credit the contributions. If acceptable to the Pension Fund, the Employer may submit its contributions electronically.

Section 6: The Employer shall retain the payroll records on which its contribution reports are based. The Pension Fund shall be entitled to have an independent certified public accountant audit the Employer's records from time-to-time to reasonably verify the accuracy and completeness of the Employers' contributions.

Section 7: Contributions to the Pension Fund are part of the compensation package that the Employer has agreed to pay the employees covered by this Agreement for their labor. In the event that the Employer fails to submit contributions and/or contribution reports as required by this Agreement, the Pension Fund shall be entitled to pursue all available legal or equitable recourse to enforce the Employer's obligations under this Agreement, without regard to any grievance or arbitration procedure under this Agreement.

Section 8: The Union and the Employer hereby adopt by reference the Pension Fund's Agreement and Declaration of Trust which governs the operations of the Pension Fund as a Trust Fund established for the purpose of providing retirement income to eligible participants and beneficiaries. A copy of the Agreement and Declaration of Trust has been provided to the Employer.

ARTICLE 25
DISCIPLINE AND DISCHARGE OF EMPLOYEES

Section 1 Definitions
The Employer agrees with the tenets of progressive and corrective discipline, recognizing, however, that serious offenses may justify severe discipline without the necessity of prior warning or attempts at progressive or corrective discipline. The Employer's agreement to use progressive and corrective disciplinary action shall not prohibit the Employer from imposing discipline which is commensurate with the offense, up to and including discharge.

Disciplinary action may be imposed upon an employee only for just cause. Discipline shall be imposed as soon as possible after the Employer is aware of the event or action giving rise to the discipline and has had a reasonable period of time to investigate the matter.

Section 2 Manner of Discipline
If the Employer has reason to discipline an employee, it shall normally be done in a manner that will not embarrass the employee before other employees or the public.

Progressive discipline should be as follows:

- First offense — verbal warning
- Second offense — written warning
- Third offense — suspension up to five (5) days
- Fourth offense — discharge

Section 3 Removal of Discipline
Any verbal or written reprimand shall be removed from an employee's record if, from the date of the last reprimand, eighteen (18) months pass without the employee receiving an additional reprimand. Such removal shall be at the request of the employee but in any case shall not be used against the employee.

ARTICLE 26
PERSONNEL FILES

Section 1 Personnel Files
The Employer shall keep a central personnel file within each bargaining unit for each employee.

Section 2 Inspection
Upon written request of an employee, the Employer shall reasonably permit an employee to inspect his personnel file subject to the following:

(a) Such inspection shall occur no later than seven (7) days following receipt of the request;
(b) Such inspection may occur during employee's working hours upon reasonable written request;
(c) The employee shall not be permitted to remove any part of the personnel file from the premises but may obtain copies of any information contained therein upon reasonable payment for the cost of copying;
(d) Upon written authorization by the requesting employee, in cases where such employee has a written grievance pending, and is inspecting his file with respect to such grievance, that employee may have a representative of the Union present during such inspection and/or may designate in such written authorization that said representative may inspect his personnel file subject to the procedures contained in the Article;
(e) If an employee disagrees with any information contained in the personnel file, the employee may submit a written statement of his position which shall become an integral part of that portion of the file over which disagreement exists, until such portion is permanently removed from such file;
(f) Pre-employment information, such as reference reports, credit checks or information provided the Employer with a specific request that it remain confidential, shall not be subject to inspection or copying.

Section 3 Notification
Affected employees and the Union shall be given notice by the Employer when any disciplinary documentation is placed in their personnel file.

ARTICLE 27
TRAINING

When employees are required to attend or receive training, the cost of said training shall be paid by the ETSB.

ARTICLE 28
BEGINNING AND DURATION OF AGREEMENT

This Agreement shall be in full force and effect from December 1, 2007, until November 30, 2012, and shall automatically continue year to year thereafter. Either party desiring change or modification in the same shall notify the other party in writing at least one hundred twenty (120) days prior to November 30, 2007. Such other party must grant a meeting to the other party desiring the change within thirty (30) days after such notification. If the Agreement is not reopened in a timely manner, it shall continue in force and effect for an additional one (1) year.

Due to the fact these employees provide a vital and necessary service the following procedure is hereby agreed to in the event of an impasse at the expiration of this Agreement.

1. If at the expiration of this agreement a settlement mutually agreeable to both parties has not been reached a joint request will be made to the Illinois Department of Conciliation and Medication for a mediator. If at the end of thirty (30) days this process has not produced an agreement it shall be referred to step 2.

2. A joint request shall be made to the Illinois Arbitration Service for an arbitrator with both parties each submitting their last final offer. The arbitrator shall render a decision within forty-five (45) days that is final and binding on the parties.

IN WITNESS WHEREOF, the parties have set their hands.

For the Employer
& Union County 911

Date: 10-10-07

For the Union
Laborers' Local 773

John E Taylor
Business Manager

Date: 10-12-07

Southern & Central Illinois
Laborers' District Council

John R. Taylor
Business Manager

Date: 10-22-07

DUES CHECK-OFF AUTHORIZATION FORM

LABORERS' LOCAL 773
5102 Laborers' Way,
MARION, IL 62959

AFFILIATED WITH
THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

Union County 911

I, _____, (print name), do hereby assign to Laborers' Local Union No. 773, Laborers' International Union of North America, such amounts from my wages as shall be required to pay an amount equivalent to the initiation fees, readmission fees, membership dues, and assessments of the Local Union as may be established for its members from time to time. My Employer, including my present Employer and any future Employer, is hereby authorized to deduct amounts from my wages and pay the same to the Local Union and/or its authorized representative, in accordance with the Collective Bargaining Agreement in existence between the Union and my Employer.

This authorization shall become operative upon the effective date of each Collective Bargaining Agreement entered into between my Employer and the Union.

This authorization shall be irrevocable for a period of one year, or until termination of the Collective Bargaining Agreement in existence between my Employer and the Union, whichever occurs sooner; and I agree and direct that this authorization shall be automatically renewed and shall be irrevocable for successive periods of one year each, or for the period of any subsequent agreement between my Employer and the Union, whichever is shorter, unless written notice is given by me to my Employer and the Local Union not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable Collective Bargaining Agreement between my Employer and the Union, whichever occurs sooner. For the effective period of this check-off authorization and assignment, I hereby waive any right I may have to resign my Union membership. Furthermore, this check-off authorization shall continue in accordance with the above renewal and revocation provisions irrespective of my membership in the Union.

Union Dues and fees are not tax deductible as charitable contributions for federal income tax purposes. Local dues may qualify as business expenses, however, and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Service.

This assignment has been executed this____ day of_____, _____.

Phone_____ Employee Signature_____

Date of Birth_____SocialSecurityNumber_____

Street Address

_____

_____

APPENDIX "B"

WAGES AND SENIORITY

POSITION	YEAR	BASE SALARY	LONGEVITY	RAISE	TOTAL
COORDINATOR	12-01-07	$36,478.48	$300.00	$1,250.00	$38,028.48
	12-01-08	$38,028.48	0	$1,250.00	$39,278.48
	12-01-09	$39,278.48	$300.00	$1,250.00	$40,828.48
	12-01-10	$40,828.48	0	$1,250.00	$42,078.48
	12-01-11	$42,078.48	$300.00	$1,250.00	$43,628.48
SECRETARY	12-01-07	$28,024.24	$300.00	$1,050.00	$29,374.24
	12-01-08	$29,374.24	0	$1,050.00	$30,424.24
	12-01-09	$30,424.24	$300.00	$1,050.00	$31,774.24
	12-01-10	$31,774.24	0	$1,050.00	$32,824.24
	12-01-11	$32,824.24	$300.00	$1,050.00	$34,174.24

Upon signing of this Agreement a one (1) time payment of five hundred dollars ($500.00) is to be paid to all employees covered by this agreement. All other County employees received this same amount upon the signing of their respective Agreements. Therefore this action brings employees covered by this Agreement in line with all other County employees.

SENIORITY

JANA FEAR DATE OF HIRE: MAY, 1, 1995

CRYSTAL GURLEY DATE OF HIRE: JULY 1, 2001 (AUGUST 1, 2005)