AGREEMENT

BETWEEN

COUNTY OF PEORIA, ILLINOIS

AND

GREAT PLAINS LABORERS' DISTRICT COUNCIL

AND

LABORERS' LOCAL UNION NO. 165

Effective Nov 13, 2020 through Dec 31, 2023

AGREEMENT

1-1 This agreement made and entered into this November 13, 2020 by and between the County of Peoria (Peoria County Animal Protection Services (PCAPS), Peoria County Illinois, who shall be known as the party of the first part, hereinafter designated as the employer, and Laborers Local Union No. 165 party of the second part, hereinafter designated as the union.

ARTICLE 2

RECOGNITION

- **2-1** The employer recognizes Laborers' Local No. 165 as the sole and exclusive collective bargaining representative for:
 - All full time and regular part time employees of the County of Peoria, employed at the Peoria County Animal Protection Services (PCAPS) operations, in the following titles;
 - o officer, animal control
 - o Specialist 1, administrative
 - o Technician, kennel

Excluding: all supervisory, managerial or confidential employees of the department, including; director; shelter services coordinator; administration and field coordinator.

UNION SECURITY

- 3-1 The Employer agrees to deduct Union dues from the pay of those employees who individually request in writing that such deductions be made. Such deduction will be split evenly and made from the first two pay checks in the month. The amount to be deducted shall be certified to the Employer by a representative of the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement including their names and social security numbers, and gross wages to the representative by the fifteenth of the succeeding month, after such deductions are made.
- 3.2 The Employer shall honor employees' individually authorized deduction forms and shall make such deductions in the amount certified by the Union to the extent permitted by law. Authorized deductions shall be irrevocable except in accordance with the terms under which an employee voluntarily authorized said deductions, or as may be required by law.
- 3.3 The Employer shall be relieved from making the above deductions upon termination of employment, transfer from the bargaining unit, revocation of the authorization or termination of this Agreement. 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.
- 3.4 The Union shall maintain accurate records of the voluntary deductions which have been authorized by represented employees and shall give the Employer timely notice of any changes in such authorizations, with the understanding that the Employer will promptly execute said changes in payroll deductions. The Employer will not cease voluntary deductions from a member of the bargaining unit unless directed to do so by the Union, or unless regulated by law. If any bargaining unit member requests a change in membership/dues status, the bargaining unit employee will be directed to the Union.
- 3.5 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 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 purposes of

complying with this Article or in reliance upon any list, form notice, certification, or assignment furnished pursuant to the provision hereof.

ARTICLE 4

DUES/CHECKOFF

4-1 The Employer agrees to deduct Union dues and uniform assessments from those Employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by a representative of the Union, and the aggregate deductions of all Employees shall be remitted together with an itemized statement, to the representative by the fifteenth of the succeeding month, after such deductions are made.

ARTICLE 5

STEWARD-REPRESENTATIVE-AGENT

- 5-1 The business manager may appoint a steward for officers and a steward for kennel/clerical. The Union will notify the employer, by letter, of the employees designated to be steward.
- 5-2 The Business Representatives of the Union shall have access to visit the jobsite upon reasonable advance notification and for a reasonable period of time provided there is no disruptions to operations.

ARTICLE 6

SUB-CONTRACTING/ SEASONAL VOLUNTEERS/ TEMPS

6-1 It is the general policy of the employer to continue to utilize employees to perform work for which they are qualified and available to perform. However the employer may not subcontract any work that would cause employees covered by this agreement to be laid off, replaced or reduced in scheduled hours. Use of community service workers or

volunteers is not considered subcontracting, and the employer may continue to utilize non bargaining unit individuals and volunteers pursuant to longstanding practice.

6-2 Temporary employees are considered a supplement to the bargaining unit. The employer may hire temporary employees due to excessive work load, not to exceed 180 calendar days. At the expiration of 180 days said employee will not qualify for re-hire as a temporary employee for 180 days. In the event the need exists to go beyond 180 calendar days the employer and the union will mutually agree upon an extension. Temporary employees will not be covered by this agreement.

Notice of all temporary employees shall be provided to the Union.

ARTICLE 7

HOURS OF WORK, OVERTIME PAY, CALLOUT

7-1 A forty (40) hour week shall constitute a normal work week for a full time employee. An eight (8) hour day shall constitute a normal workday. Any time worked after forty (40) hours in a week will be considered time and one-half (1 1-2), any available or assigned overtime shall be offered in order of seniority. The use of supervisor- approved vacation leave time shall count as hours worked for the calculation of overtime; the use of sick and personal leave time shall not count towards the calculation of overtime.

A shift shall constitute working consecutive hours for a work day. All employees shall be scheduled to work on a regular or flexible work shift, and each work shift shall have a regular starting time and quitting time. Each workday will include a fifteen (15) minute paid break in the morning and a fifteen (15) minute paid break in the afternoon, as operations allow. Break periods are not to be taken adjacent to the beginning or ending of a shift or a lunch period.

All employees shall be entitled to a total of 60 minutes unpaid lunch **period** time during the work day. The lunch period shall normally be scheduled during the midpoint of the shift or at a time reasonably close to the middle of the employee's shift. Employees who, with the prior approval of the director or their designee, work through a lunch period will have their schedule adjusted that day so that a total of the lunch period time is allotted to them.

Animal Control Officers (ACO) will be paid a minimum of two (2) hours for a call-out. A call-out is defined as the time from when an ACO leaves home and returns home. Any time actually spent on the call will be paid at the OT rate of time and one-half after reaching 40 hours. Time spent on the actual call will be calculated towards overtime. The time difference between time spent on the actual call and the two (2) hour minimum will be paid at the standard rate. A new two (2) hour window will begin for any call-out initiated after the original two (2) hour window expires. A new two (2) hour window will also begin for any call out that goes beyond the initial 2 hour window.

Employees are not permitted to work overtime unless directed or approved by the Employer. Overtime (hours worked over 40 in a workweek) shall be compensated as elected by the employee either by: (1) payment at 1.5 times the employee's regular rate of pay; or (2) paid time off at a rate of 1.5 hours for each hour of employment for which overtime compensation is required. An employee will be permitted to use compensatory time within a reasonable period after making the request if the use of the compensatory time does not unduly disrupt the operations of the Employer. Employees will give management at least 48 hours to process and respond to a request to use compensatory time. A total of 48 hours of compensatory time (32 hours of overtime worked) may be "banked" and used as compensatory time off. Any compensatory time banked as of December 31st of each year shall be paid out at the regular rate of pay on the final year-end paycheck.

7-2 The on-call officer will receive twenty-five (\$25.00) dollars per day to be ready and available to receive calls outside of their normal work day. Officers will make available one number in addition to the county issued phone.

ARTICLE 8

WAGES

8-1 All employees who are on the payroll as of the date of ratification and have successfully completed probation shall receive a signing bonus of \$\$900 upon ratification by both parties.

All employees who are on the payroll as of the date of ratification or who were hired after the date of ratification and have successfully completed probation shall receive a wage increase of 0% on January 1, 2021.

All employees who are on the payroll as of the date of ratification or who were hired after the date of ratification and have successfully completed probation shall receive a wage increase of 2.0% on January 1, 2022. The wage scale shall increase by 1.0%.

All employees who are on the payroll as of the date of ratification or who were hired after the date of ratification and have successfully completed probation shall receive a wage increase of 2.5% on January 1, 2023. The wage scale shall increase by 1.0%

ARTICLE 9

PROBATIONARY PERIOD

- 9-1 Probationary employees will be defined as any employee hired for full/part time permanent position. Probationary employees will serve six (6) months in a probationary status. Employer may terminate said employee without recourse under the grievance procedure of this agreement.
- 9-2 Probationary employees shall accrue vacation time at the rate outlined in Article 13 and vacation time shall be available for use upon successful completion of the probationary period. Personal days shall be prorated and sick time shall be accrued monthly and available at the end of one full month of work.

ARTICLE 10

SENIORITY

10-1 Seniority is defined as the length of continuous active service performed by a regular full-time or part time employee from the most recent date of hire with the Employer.

Seniority in the classification shall be determined from the employee's original date of hire by the Employer within the classification Seniority shall be the determining factor for layoffs and recall provided the employee is qualified to perform the available work. The Employer will include seniority in its consideration for promotions and advancements. Bargaining unit members shall have first opportunity to apply and be considered for vacancies within the bargaining unit.

The seniority list of all regular Union employees in the entire bargaining unit and for each individual office shall be provided to the Union on an annual basis or when there are changes.

If the Employer chooses to reduce staffing levels, it shall notify the union 30 days prior to the intended effective date of the planned layoff.

- **10-2** The seniority of an employee shall terminate when:
 - (a) An employee states that he is quitting and leaves the job;
 - (b) An employee is discharged;
 - (c) An employee who is laid-off is not recalled for a period of one (1) year after said layoff;
 - (d) An employee fails to report for work at the termination of a leave of absence or extension thereof.
 - (e) An employee is absent without notice for three (3) consecutive work days, unless the employee presents evidence satisfactory to the Employer justifying the absence and the failure to give notice.
 - (f) The employee retires under the term of the retirement plan.
 - (g) The employee who is laid off fails to respond within a period of five (5) working days after being recalled by certified letter sent to the last known address as shown on the records of the Employer.

ARTICLE 11

JOB VACANCIES

11-1 Notices of vacancies intended to be filled on a non-temporary basis shall be posted for five (5) business days. During this time any employee of the bargaining unit shall have the right to bid on the vacancy. Qualifications, active discipline, and seniority will determine the awarding of the bid. An oral reprimand or written reprimand will not be considered as a determination of disqualifications. Any current employee of the bargaining unit who bids on the vacancy and is selected shall serve a 45-day window in

the new position. During this 45-day window the employee shall be allowed to self-select back to their previous position via a written request to the Director. The employer may also, during the 45-day window, re-assign the employee back to the previously held position. The union shall be notified of all transfers, by the Department.

ARTICLE 12

HOLIDAYS

12-1 All employees covered by this Agreement are to receive the following holidays off with pay:

New Year's Day

Labor Day

Martin Luther King, Jr. Day

Thanksgiving

President's Day

Day after Thanksgiving

Good Friday

Christmas Eve

Memorial Day

Christmas

Independence Day

Employees must work the scheduled work day before and after the holiday unless on approved paid leave in order to receive holiday pay. Approved paid leave includes preapproved vacation, jury duty, funeral in the immediate family or illness substantiated by a doctor's statement. Where an employee is required to work on one of the holidays set forth above, he shall be paid one and one-half (1.5x) times the regular rate, in addition to his holiday pay. Holiday pay and premium rates shall not be pyramided under this Agreement.

If an employee is scheduled to work on an observed holiday, the employee will be given the choice to either have a day off with holiday pay, or work the said holiday and receive an additional eight (8) hours of straight time pay.

A part-time employee will be paid for a holiday, or portion thereof, only if the holiday falls on a day in which the employee is regularly scheduled to work. The holiday pay will be pro-rated i.e. if employee normally scheduled for four (4) hours then said employee will receive four (4) hours of holiday pay.

12-2 If any of the above mentioned holidays fall on Sunday, the following Monday is observed as the holiday. If any of the holidays fall on Saturday, the preceding Friday is observed as the holiday.

ARTICLE 13

VACATIONS

13-1 Vacation time will be accrued by full time employees on the last paycheck of each month in accordance with the following schedule:

| Years of Service Completed | Monthly Accrual Rate (Hours) | Days of Vacation Accumulated <u>in 12 Months</u> |
|----------------------------|-------------------------------|--|
| 0 through 3 | 6.6667 | 10 |
| 4 through 6 | 7.3333 | 11 |
| 7 through 9 | 8.0000 | 12 |
| 10 through 12 | 10.6667 | 16 |
| 13 through 14 | 11.3333 | 17 |
| 15 through 24 | 13.3333 | 20 |
| 25 and above | 16.6667 | 25 |
| | | |

The amount of vacation leave benefits for any calendar year is earned in the previous calendar year.

13-2 Vacation time off with pay is granted to regular full-time employees after completion of the initial employment period.

A vacation of two (2) or more weeks may be split into periods of one or more periods. Vacations may be taken any time during the year and may end any day of the week. An employee's vacation may be taken in increments as small as one (1) day. Request to take less than (5) consecutive days of vacation must be made at least forty-eight (48) hours in advance, provided single days of vacation may be scheduled not less than twenty-four (24) hours in advance.

In most instances, employees may not receive pay in lieu of vacation time. If, however, an employee terminates employment with the county for any reason, pay is granted in lieu of vacation earned but not yet taken unless the employee terminates employment prior to one full year's service.

The maximum allowable accumulation of vacation days is the number of vacation days the employee is eligible to accrue over a two year period or 240 hours, whichever is less.

Vacation day accrual balances will be calculated on a bi-weekly basis and are based on the number of full month's service completed. No credits to the balance of your vacation days will be made for less than one month's completed service.

ARTICLE 14

SICK DAYS

14-1 Sick time is granted only when employees are unable to work due to illness or the illness of a child or for medical treatment of either of the above.

Sick time benefits provide pay and release time from work. Sick time eligibility is granted to any full-time employee who has completed the initial employment period at the rate of one work day for each month of service.

Sick leave shall not be paid for any period less than a full day, unless the employee provided at least twenty-four (24) hours advance notice of a scheduled medical appointment, or provides documentation upon return to work of his treatment at a doctor's office, first care facility or emergency room for unscheduled medical treatment.

Part-time employees working an average of 30 hours per week or more are eligible for paid sick time. Part-time employees are granted sick time credits in proportion to the employee's average hours worked per week. Temporary employees are not eligible for sick time benefits.

Employees may convert accumulated unused sick leave days for IMRF service credit upon retirement in accordance with IMRF policies and procedures, but shall not receive any compensation for unused sick leave days upon separation.

The parties shall comply with the Family and Medical Leave Act, where it applies, provided that such Act shall be enforced under the statute rather than under or pursuant to this Agreement.

ARTICLE 15

PERSONAL DAYS

15-1 All full time employees are entitled to three (3) personal days on an annual basis. Allotments of days vary, and are determined by the criteria contained within the Peoria County Personnel policies.

BEREAVEMENT LEAVE

16-1 In the event of death in an employee's immediate family up to three days of bereavement leave with pay will be allowed. Immediate family includes the spouse, child, parent, brother, sister, grandparents, parents-in-law, sister-in-law, brother-in-law, step-child, grand-child or other regular member of the employees household. To receive such pay the employee must attend the funeral or other services. Employer may require verification.

ARTICLE 17

MILITARY LEAVE

17-1 The Employer will comply with all requirements to provide eligible employees with Military Leave or Military Reserve Training Leave as required by federal or state law.

ARTICLE 18

JURY OR WITNESS DUTY

18-1 Jury or Witness Duty - The Employer shall reimburse an employee who is on jury duty or is subpoenaed and reports for witness service in a Court of Record in a proceeding in which the Employee is not involved as a party. The reimbursement shall be the difference between his jury duty or witness pay and his normal day's pay. If an employee is released from such duty, he shall thereupon return to work immediately unless a delay is approved by their supervisor.

HEALTH BENEFITS

19-1 The County will make available to all eligible employees the County of Peoria Health Benefit Plan in accordance with the eligibility rules established in the health plan document. The County will pay eighty (80%) percent of the premium cost for employees, seventy-five (75%) of the premium cost for employee plus spouse, and seventy (70%) prevent of the premium cost for employee p lus dependent(s) coverage as then stated in the Health Benefit Plan.

The County reserves the right to offer additional plan coverage options, or to implement a cafeteria benefits plan where it determines such appropriate.

Prior to effecting changes in the Health Benefit Plan premium costs, Peoria County will meet and discuss the changes with the Union. Alternative suggestions offered by the Union will be considered. Such meetings may also be attended by representatives of other Peoria County Bargaining Units.

ARTICLE 20 DISCIPLINE

- **20-1** Disciplinary action or measures may include the following:
 - A. Oral reprimand
 - B. Written reprimand
 - C. Suspension
 - D. Discharge.

Disciplinary action may be imposed upon an employee only for just cause. The level of discipline imposed shall be commensurate to the severity of the offense. Copies of all disciplines shall be given to the employee and the Union local business manager.

- 20-2 If the Employer has reasons to discipline an employee, it should be done in a manner that will not embarrass the employee before other employees or the public.
- 20.3 All discipline will remain in employee's file no longer than twelve (12) months.

GRIEVANCE PROCEDURE

- 21-1 The parties of this Agreement agree that the prompt and just settlement of all grievances is of mutual concern. Should differences arise between the Employer and the Unions as to the meaning and application of the provisions of this Agreement or as to any questions relating to wages, hours, and conditions for employment, an earnest effort shall be made to settle them promptly in the manner set forth in this Grievance Procedure.
 - <u>Step 1</u> On any grievance or controversy that may arise, the Union Steward shall take the matter up with the immediate supervisor within 10 days. After 10 days, the grievance is considered untimely. The immediate supervisor shall respond to the grievance within 10 days of its receipt, or the grievance shall move to Step 2.
 - <u>Step 2</u> If the grievance or controversy is not settled in Step 1, then the matter shall be referred within ten (10) days in writing to the Business Representative and the Director (senior manager) supervisor.
 - <u>Step 3</u> If the grievance or controversy is not settled in Step 2, then the Business Representative of the Union shall within ten (10) days take the matter up in writing with the County Administrator (or their designee) and the Director.
 - <u>Step 4</u> If a grievance involving the interpretation, application, or alleged violation of the Agreement is not settled as herein before provided it may be appealed to Arbitration. The Notice of Appeal to Arbitration shall be submitted by the Union to the County Administrator's Office within ten (10) days after the County's answer in the third step of the grievance procedure. Otherwise, the grievance shall be considered settled.

If, in accordance with the above procedure, the grievance is appealed to Arbitration, representatives of the Employer and the Union shall meet within ten (10) days to select an Arbitrator. If the parties are unable to agree on an Arbitrator within ten (10) days after the meeting, the parties shall request the Federal Mediation & Conciliation Services to submit a list of seven (7) Arbitrators. The parties shall alternately strike the names of three Arbitrators, taking turns as to the first strike. The person whose name remains shall be the Arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of Arbitrators. The Arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union requesting that he set a time and 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. Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the Arbitrator.

The Employer and Union shall have the right to request and the Arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses including any witness fees or wages for attendance at any arbitration hearing.

Questions of arbitrability shall be decided by the Arbitrator. The Arbitrator shall make a preliminary determination on the question of arbitrability. 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 arbitrator shall neither amend, modify, nullify, ignore, imply, nor add or subtract from the provisions of this Agreement.

The expenses and fees of the Arbitrator and the cost of the hearing room shall be shared equally by the parties. If either party desires a transcript, it shall pay for the court reporter or recorder, unless the other party desires a copy, in which case the costs of the transcript shall be shared equally.

The decision and award of the Arbitrator shall be final and binding on the Employer, the Union, and the Employee or Employees involved.

ARTICLE 22

MANAGEMENT RIGHTS

22-1 None of the provisions of this Agreement shall be construed as a limitation on the right and duty of the Employer to manage the Peoria County Animal Protection Service Operation. It is expressly agreed that the Employer shall continue to have exclusive control over: hiring of personnel, Discipline with just cause, termination of personnel in probationary status, assignment of duties to employees, determination of need for overtime work, selection and manner of use of administrative methods, procedures and record-keeping, and all other matters which pertain to management.

SAFETY POLICY AND PROCEDURE

23-1 The employer and all employees agree to abide by all federal, State and local safety and health regulations that apply to Employer.

The employer will provide the following items, as deemed necessary by the Employer and at the vendor of the Employer's choosing.

- all rabies shots for employees.
- Any classes required of employees.
- All required personal protective equipment.
- Any uniforms required for the employee's identity.
- Any material or tools the employees need to perform their job.

It is the responsibility of the Employee to utilize the equipment provided by the Employer in the manner designated by the Employer.

ARTICLE 24

RESPONSE TIME

All employees hired as animal control officers after August 1, 2016 shall reside within a 30 minute radius to Kickapoo, Illinois during the first twelve (12) months of their employment and shall maintain a 30 minute radius or less for the entire duration of their employment. A mutually agreeable extension period may be granted upon request.

NO STRIKE / LOCKOUT

25-1 During the term of this agreement, there shall be no strikes, work stoppages or slowdowns. No officer or representative of the union shall authorize, institute, instigate, aid or condone any such activities.

During the term of this agreement neither the employer nor it's agent for any reason shall authorize, institute, aid or promote any lockout of employees covered by this agreement.

ARTICLE 26

FULL AGREEMENT

26-1 This Labor Agreement between the parties shall comprise the full Agreement between the parties.

The parties agree that the wages and benefits contained in this Agreement are the wages and benefits to be received by the employees covered by this Agreement during the term of this Agreement, and shall not be modified except by written agreement of the parties hereto signed by all parties.

26-2 The Agreement shall be effective November 13, 2020 and continue in full force and effect until midnight, December 31, 2023, and thereafter from year-to-year, unless not more than 180 days, but not less than 60 days prior to December 31, 2023, either party gives written notice to the other of its intention to amend or terminate the Agreement.

Shauna Musselman, Peoria County

Scott Sorrel, Peoria County

Anthony Penn, GPLDC Bus. Mgr.

Tim Schmidgall, Laborer's Local 165

Rebecca Spencer, Director of PCAPS

MEMORANDUM OF UNDERSTANDING Furloughs

Phase I: Voluntary furlough.

- 1. The employer shall notify the Union 30 days in advance of either a voluntary furlough or a mandatory furlough. The Employee shall decide within 15 days of notification to accept a voluntary furlough.
- 2. The parties agree that the employer will ask members to identify if they are interested in a voluntary furlough. Voluntary furlough will be offered in weekly increments ONLY. Management will provide the union with the list of volunteers and number of weeks volunteered.
- 3. The department head shall have final approval of all voluntary requests and length of those requests, based upon operational and financial needs;
 - (a) If due to a pandemic, priority will be given to employees who are fifty-five years of age or older and/or have underlying conditions, as defined by the CDC.
 - (b) All subsequent voluntary furloughs will be made in seniority order, as defined by the CBA.
- 4. Service will be credited for periods during which the employee is on a voluntary furlough, provided the employee returns to active employment at the end of the voluntary furlough.
- 5. The Employer and employee will continue to pay their portions of health insurance costs, while on voluntary furlough. If an employee has difficulty in making their health care payments, they shall be allowed to run in arrears and make payment arrangements that are mutually satisfactory to both parties.

Phase II: Furlough.

1. The parties agree that based upon a lack of volunteers, some employees may be identified for a furlough. The employer will utilize inverse seniority to determine the order of furlough as defined by the CBA. Furloughs will be conducted in weekly increments ONLY and no furlough shall exceed four weeks duration, whether consecutive or non-consecutive.

- The written notification of furlough to both the employee and the Union will include an anticipated return to work date, with the understanding that this date may be adjusted based upon mutual agreement of the Union and Management, but not to exceed four weeks.
- 3. Service will be credited for periods during which the employee is on a furlough, provided the employee returns to active employment at the end of the furlough.
- 4. The Employer and employee will continue to pay their portions of health insurance costs, while on furlough. If an employee has difficulty in making their health care payments, they shall be allowed to run in arrears and make payment arrangements that are mutually satisfactory to both parties.

Phase III: Permanent Layoff.

Management agrees that should a permanent layoff become necessary it will notify the union no less than 20 days prior to the layoff unless mutually agreed by both parties.

Dated this 13 day of November 2020.

Shauna Musselman, Peoria County

Scott Sorrel, Peoria County

Tim Schmidgall, Laborer's Local 165

Anthony Penn, GPLDC Bus. Mgr.