



AGREEMENT

Between

COUNTY OF OGLE AND

OGLE COUNTY HEALTH DEPARTMENT

and

TEAMSTERS LOCAL UNION NO. 722

Affiliated with the

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

Effective Date: December 1, 2014

Expiration Date: November 30, 2016

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VOLUNTARY DONATION FORM33

PREAMBLE

This Agreement is entered into by the County of OGLE, a body politic, by its duly constituted County Board and the Ogle County Health Department, hereinafter referred to as the “Employer”, and Teamsters Local Union #722, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the “Union”.

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Union representing the employees in the bargaining unit, and to make clear the basic terms upon which such relationship depends. It is the intent of both the Employer and the Union to work together to provide and maintain satisfactory terms and conditions of employment, and to prevent as well as to adjust misunderstandings and grievances relating to employees’ wages, hours and working conditions.

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

ARTICLE 1 – RECOGNITION

Section 1.1 – Unit Description

The Employer hereby recognizes the Union as the sole and exclusive collective bargaining representative as certified by the Illinois Labor Relations Board in S-UC-(S)-98-27 on July 31, 1998 for the purpose of collective bargaining matters relating to wages, hours, and other terms and conditions of employment for the following:Included: All full-time and regular part-time employees of the Ogle County Health Department in the following titles:

- | | |
|---|------------------------|
| Bookkeeper/Computer | |
| Case Manager | Public Health Nurse |
| Clerk/Secretary – Immunization | Receptionist/Secretary |
| Environmental Inspector Food Establishments | Secretary – HMKHS |
| Environmental Inspector Septics | Secretary – SW/W.I.C. |
| Family Planning Coordinator/Nurse | Supervising Sanitarian |
| Health Educator | W.I.C. Coordinator |

HMHK Coordinator/Family Planning Nurse W.I.C. Nurse
Nursing Supervisor

Excluded: Solid Waste Coordinator, all other employees of the County of Ogle, and all supervisory, managerial, short-term, confidential employees defined in the Act.

The Employer and the Union agree to file a joint Unit Clarification Petition with the Illinois Labor Relations Board to replace and delete certain titles in the certification with their successor titles as follows:

- (a) Replace Supervising Sanitarian with Sanitarian
- (b) Replace Environmental Inspector Food Establishments and Environmental Inspector Septic with Environmental Health Inspector
- (c) Replace Clerk/Secretary – Immunization, Receptionist/Secretary, Secretary – HMHKS, Secretary – SW/W.I.C with Environmental Health Secretary, Secretary II, Secretary I (Rochelle/translation), and Secretary I
- (d) Replace Bookkeeper/Computer with Office Manager/Bookkeeper
- (e) Replace Family Planning Coordinator/Nurse with Maternal/Child Health Coordinator
- (f) Replace HMHK Coordinator/Family Planning Nurse with Communicable Disease Coordinator
- (g) Delete W.I.C. Nurse, W.I.C. Coordinator, Nursing Supervisor, and Health Educator as these positions have been eliminated.

The Employer and the Union agree to as part of the above referenced joint Unit Clarification Petition to amend the excluded list to read as follows:

Excluded: Public Health Administrator, Director of Health Education/Emergency Preparedness, Director of Environmental Health, Director of Clinical Services, all other employees of the County of Ogle, and all supervisory, managerial, short-term, and confidential employees defined in the Act.

The parties further agree that the Employer has already met any contractual and statutory obligations to bargain the terms and conditions of employment for the positions to be added to the unit. The filing of a Unit Clarification Petition shall not create any additional obligation to bargain.

Upon certification by the Labor Board, Section 1.1 – Unit Description of this Agreement shall be as follows:

Section 1.1. – Unit Description

The Employer hereby recognizes the Union as the sole and exclusive collective bargaining representative as certified by the Illinois Labor Relations Board for the purpose of collective bargaining matters relating to wages, hours, and other terms and conditions of employment for the following:

Included: All full-time and regular part-time employees of the Ogle County Health Department in the following titles:

Maternal/Child Health Coordinator	Office Manager/Bookkeeper
Communicable Disease Coordinator	Environmental Secretary
Public Health Nurse	Secretary II
Sanitarian	Secretary I (Rochelle/Translation)
Environmental Health Inspector	Secretary I

Excluded: Public Health Administrator, Director of Health Education/Emergency Preparedness, Director of Environmental Health, Director of Clinical Services, all other employees of the County of Ogle, and all supervisory, managerial, short-term, and confidential employees defined in the Act.

Section 1.2 – Administrator

Health departmental work performed by administration which is, incidental to the job, part of an emergency situation, or part of training an employee, shall not cause any layoffs of bargaining unit employees.

Section 1.3 – Short-Term/Part-Time Employees

The Employer may continue to utilize the services of short-term and part-time employees to perform bargaining unit work in accordance with past practice. Such use shall not result in a decrease in Health Departmental work for bargaining unit employees.

Regular part time employees who actually worked a minimum of 910 hours in the prior fiscal year are entitled to the following proportionate amount (based on full time benefits and the employee’s continuous years of service with the Health Department) of holiday pay and vacation time in the following fiscal year. Actual hours worked in the prior fiscal year shall be used for determining the amount of the benefit.

910 hours to 1,039 hours – 50%

1,040 hours to 1,299 hours – 57%

1,300 hours. to 1,559 hours – 72%

1,560 hours to 1,819 hours – 86%

ARTICLE 2 – NEW CLASSIFICATIONS

Where the Employer finds it necessary to create a new job classification, the work of which falls within the scope of the bargaining unit, the Employer and Union agree to jointly petition the State Labor Board to seek the necessary unit clarification.

If the inclusion of a new position classification is agreed to by the parties or found appropriate by the Labor Board, the parties shall negotiate as to the proper pay grade for the classification. If no agreement is reached within thirty (30) calendar days from the date its inclusion was determined, the Union may appeal the proposed pay grade to the Board of Health.

The Board of Health shall determine the reasonableness of the proposed salary grade in relationship to:

- (a) The job content and responsibilities attached thereto in comparison with the job content and responsibilities of other position classifications in the Employer’s work force;

- (b) Like positions with similar job content and responsibilities within the labor market generally;
- (c) Significant differences in working conditions to comparable position classifications.

The pay grade originally assigned by the Employer shall remain in effect pending the decision.

If the decision of the Board of Health is to increase the pay grade of the position classification, such rate change shall be applied retroactive to the date of its installation.

Upon installation of the new position classification, the filling of such position classification shall be in accordance with the posting procedures of this Agreement. This process shall not be subject to the normal grievance procedures.

ARTICLE 3 – NON-DISCRIMINATION

Section 3.1 – Equal Employment Opportunity

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

Section 3.2 – Prohibition Against Discrimination

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

Section 3.3 – Union Membership or Activity

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

Section 3.4 – No Dual Remedies

Alleged violations of this Article cannot be grieved or arbitrated but must instead be applied to the appropriate State or Federal administrative agency.

ARTICLE 4 – JOB POSTING

If a position becomes available in the Department, the position will be posted in all locations within the Department and on the main bulletin board of the Department for a period of ten (10) working days, except in the event of an emergency, or if current employees are polled regarding the vacant position and all decline. If current Department employees decline the vacant position, recruitment may proceed outside the agency. In the event of an emergency, the Health Department Administrator or designee has the right to temporarily fill said position immediately without any job posting. After the emergency is over, the Health Department Administrator and/or designee will post for the position in accordance with the provisions of this Article.

Selection for the position shall be determined by skill, knowledge, ability, experience, work record (including attendance or disciplinary matters), physical ability to perform the work and bargaining unit seniority. If all other factors are substantially equal, Health Department employees will be considered first, and within the agency, if all other factors are substantially equal, bargaining unit seniority shall be the determining factor.

Upon transfer/promotion, the employee transferred/promoted shall have a sixty (60) day classification probation period, without loss of Department, Ogle County seniority. If the transfer/promotion is not satisfactory for either party, the employee shall be returned to his/her classification vacated.

ARTICLE 5 – MANAGEMENT RIGHTS

Subject to the provisions of this Agreement the management of the operations of the Employer, the determination of its policies and procedures, budget, and operations, the manner of exercise of its statutory functions and the direction of its work force, including, but not limited to, the right to hire, promote, transfer, allocate, assign and direct employees; to establish the number and classification of positions; to discipline, suspend and discharge for just cause; to relieve employees from duty because of lack of work or for other legitimate reasons; to make and enforce reasonable rules of conduct and regulations; to determine the departments, divisions and sections

and work to be performed by employees therein, including temporarily assigning employees to different jobs as needed to insure maximum mobility of employees and efficiency of operations; to determine quality; to determine the number of hours of work and shifts per work week, if any; to establish and change work schedules and assignments, the right to introduce new methods of operations, to eliminate, relocate, transfer or subcontract work and to maintain efficiency in the department are vested exclusively in the Employer.

ARTICLE 6 – SUB-CONTRACTING

It is the general policy of the Employer to continue to utilize employees to perform work they are qualified to perform. However, the Employer reserves the right to contract out any work it deems necessary in the interest of economy, improved work product, or emergency, in accordance with past practice. Such use shall not result in a decrease in Health Departmental work for bargaining unit employees. Subcontracting shall be limited to not more than nine-hundred ten (910) hours per program per year. Subcontracting employees shall sign an exclusion of benefit statement.

ARTICLE 7 – NO STRIKE

Section 7.1 – No Strike Commitment

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

Section 7.2 – Resumption of Operations

In the event of action prohibited by Section 7.1 above, the Union shall immediately disavow such action, in writing, and request the employees to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Union, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

Section 7.3 – Union Liability

Upon the failure of the Union to comply with the provisions of Section 7.2 above, any agent or official of the Union who is an employee covered by this Agreement may be subject to the provisions of Section 7.4 below.

Section 7.4 – Discipline of Strikers

Any employee who violates the provisions of Section 7.1 of this Article shall be subject to immediate discharge. Any action taken by the Employer against any employee who participates in action prohibited by Section 7.1 above shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure, except that the issue of whether an employee in fact participated in a prohibited action shall be subject to the grievance procedure.

ARTICLE 8 – UNION MEMBERSHIP, DUES DEDUCTION & FAIR SHARE

Section 8.1 – Dues Deduction

Upon receipt of a written and signed authorization form from an employee, the Employer shall deduct the amount of Union dues and initiation fee, if any, set forth in such form and any authorized increases therein, and shall remit such deductions monthly to the Union at the address designated by the Union in accordance with the laws of the State of Illinois. The Union shall advise the Employer of any increases in dues, in writing, at least thirty (30) days prior to its effective date.

Section 8.2 – Dues

With respect to any employee on whose behalf the Employer receives written authorization in a form agreed upon by the Union and the Employer, the Employer shall deduct from the wages of the employee the dues and/or financial obligation uniformly required and shall forward the full amount to the Union by the fifteenth (15th) day of the month following the month in which the deductions are made. The amounts deducted shall be in accordance with the schedule to be submitted to the Employer by the Union. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer during the fifteen (15) day period prior to the expiration of this Agreement.

Section 8.3 – Fair Share

Any present employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process, contract administration in pursuing matters affective wages, hours, and other conditions of employment, but not to exceed the amount of dues uniformly required of members. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall, on or after the thirtieth (30th) day of their hire, also be required to pay a fair share as defined above.

The Employer shall, with respect to any employee in whose behalf the Employer has not received a written authorization as provided above, deduct from the wages of the employee the fair share financial obligation, including any retroactive amount due and owing, and shall forward said amount to the Union on the fifteenth (15th) day of the month following the month in which the deduction is made, subject only to the following:

- (a) The Union has certified to the Employer that the affected employee has been delinquent in his/her obligation for at least thirty (30) days;
- (b) The Union has certified to the Employer that the affected employee has been notified in writing of the obligation and the requirement for each provision of this Article and that the employee has been advised by the Union of his/her obligations pursuant to this Article and of the manner in which the Union has calculated the fair share fee;
- (c) The Union has certified to the Employer that the affected employee has been given a reasonable opportunity to prepare and submit any objections to the payment and has been afforded an opportunity to have said objections adjudicated before an impartial arbitrator assigned by the employee and the Union for the purpose of determining and resolving any objections the employee may have to the fair share fee.

Section 8.4 – Indemnity

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

ARTICLE 9 – BULLETIN BOARD

The Employer agrees to furnish and maintain a suitable bulletin board in a convenient place in a work area to be used by the Union.

ARTICLE 10 – UNION ACTIVITIES ON EMPLOYER’S TIME & PREMISES

Section 10.1 – Union Representatives

All representation activities by or on behalf of the Union, or employees regarding the Union, shall occur consistent with and to the extent of the specific and express provisions of the Agreement. Except as herein specifically provided, and then only to the extent provided, limited representation activities may occur during working time upon notification of the Administrator.

Section 10.2 – Access to Departments

The Employer shall not unreasonably interfere with legitimate representation activities essential to the administration of this Agreement.

Section 10.3 – Non-Employee Representatives

The Union shall notify the Employer in writing regarding name(s) of those non-employee representatives having legitimate business and authority to conduct business with the Employer. The Employer shall not recognize any representative or acknowledge the authority thereof until said representative's name and official position have been verified in writing to the Employer. Non-employee representatives of the Union shall be permitted to visit the Employer during normal working hours to talk with employees of the Employer and or representatives of the Employer in the course of Contract administration. Such visits shall not interfere with the employee's proper performance of duty.

Section 10.4 – Union Stewards

The Union may designate a maximum of two (2) employees as Stewards. The Union may determine the composition of the negotiating team with the maximum of four (4) employees for

the negotiating team. Times spent during negotiating sessions with the Employer shall not be deducted from wages or paid time off.

Section 10.5 – Examination of Records

One (1) employee representative, designated in writing, and/or any authorized non-employee Union representative, shall have the right to examine time sheets and/or other records pertaining to the computation of compensation of any employee whose pay is the subject of specific grievance, at reasonable times, and with the employee's prior written consent, a copy of which shall be provided to the Employer prior to such examination.

ARTICLE 11 – PERSONNEL FILES

Section 11.1 – Personnel Files

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 payment of the cost for copying. The Employer reserves the right to protect the identity of complainants.

Destruction of any personnel file contents will be grounds for immediate dismissal.

Section 11.2 – Inspection

Upon request of an employee, the Employer will permit an employee to inspect his/her personnel file subject to the following:

- (a) Such inspection shall occur within seven (7) working days following receipt of the request;
- (b) Such inspection shall occur during daytime working hours Monday through Friday.
- (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 payment for the cost of copying;
- (d) Upon written authorization by the requesting employee, that employee may have a representative 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 this Article.

Section 11.3 – Notification

Employees shall be given immediate written notice and a copy of same documentation by Employer when a formal, written warning or other disciplinary documentation is permanently placed in their personnel file.

Section 11.4 – Limitation on Use of File Material

It is agreed that any material and/or matter not available for inspection, such as provided in Section 11.1 and 11.2 above, shall not be used in any manner or any form adverse to the employee's interests.

ARTICLE 12 – DISCIPLINE & DISCHARGE

Section 12.1 – Discipline and Discharge

The parties recognize the principles of progressive and corrective discipline.

Disciplinary action or measures shall include only the following:

- Oral reprimand
- Written reprimand
- Suspension (notice to be given in writing)
- Discharge

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

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

Section 12.2 – Limitation

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

Section 12.3 – Pre-disciplinary Meeting

For discipline other than oral and written reprimands, prior to notifying the employee of the contemplated discipline to be imposed, the Employer shall notify the local Union of the meeting and then shall meet with the employee involved and inform the employee of the reason for such contemplated discipline, including any names of witnesses and copies of pertinent documents. The employee shall be informed of his/her contract rights to Union representation and shall be entitled to such, if so requested by the employee, and the employee and Union Representative shall be given the opportunity to rebut or clarify the reasons for such discipline. A Union Representative shall be available within seventy-two (72) hours of notification. If the employee does not request Union representation, a Union Representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings.

Section 12.4 – Investigatory Interviews

Where the Employer desires to conduct an investigatory interview of an employee where the results of the interview might result in discipline, the Employer agrees to first inform the employee that the employee has a right to Union representation at such interview. If the employee desires such Union representation, no interview shall take place without the presence of a Union representative. The role of the Union representative is limited to assisting the employee, clarifying the facts and suggesting other employees who may have knowledge of the facts.

ARTICLE 13 – DISPUTE RESOLUTION & GREIVANCE PROCEDURE

Section 13.1 – Grievance

- (a) A grievance is defined as any difference, complaint or dispute between the Employer, the Union or any employee regarding the application, meaning or interpretation of this Agreement, and shall consist of only one (1) issue which cannot be expanded or changed during the grievance procedure.
- (b) Grievances shall be presented by the employee(s) and/or the Union. The employee is entitled to Union representation at each and every step of the grievance procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group.
- (c) In the event of a complaint, the employee shall first complete assigned work task and complain later, unless employee reasonably believes personal safety is at risk.

Section 13.2 – Grievance Steps

(a) Step 1 – Administrator

The employee and/or the Union shall raise the grievance with the Administrator who is outside the bargaining unit. The employee shall inform the Administrator that this notification constitutes the first step of the Grievance Procedure. All grievances must be presented in writing not later than ten (10) working days from the date the grievant becomes aware of the occurrence giving rise to the complaint. The Administrator shall render a response to the grievance within ten (10) working days after the grievance is presented. If the grievance is not resolved at Step 1, the Administrator shall sign the written statement of grievance prepared for submission at Step 2 acknowledging discussion of the grievance.

(b) Step 2 – Board of Health

In the event the grievance is not resolved in Step 1, it shall be presented in writing by the employee and/or the Union to the Board of Health within fifteen (15) working days. After the grievance is presented in Step 2, the Board shall discuss the grievance with the Union and the grievant. The Board shall render a written answer to the grievance within fifteen (15) working days after such discussion is held and provide a copy of such answer to the Union. The written grievance shall contain a statement of the grievant(s)'s complaint, the section(s) of the Agreement allegedly violated, if applicable, the date of the alleged violation, and the relief sought. If the grievance is unresolved at this Step, the procedure will go to Step 3.

(c) Step 3 – County Board

In the event the grievance is not resolved in Step 2, it shall be presented in writing by the employee and/or the Union to the County Board within fifteen (15) working days. After the grievance is presented in Step 3, the Board shall discuss the grievance with the Union and the grievant. The Board shall render a written answer to the grievance within fifteen (15) working days after such discussion is held and provide a copy of such answer to the Union. The written grievance shall contain a statement of the grievant(s)'s complaint, the section(s) of the Agreement allegedly violated, if applicable, the date of the alleged violation, and the relief sought. If the grievance is unresolved at this Step, the procedure will go to Step 4.

(d) Step 4 – Arbitration Procedures

If the grievance is not adjusted in Step 3, or no answer is given within the time specified, the Union, by written notice to the Employer within fifteen (15) working days after the Step 3 answer, or after such answer was due, may appeal the grievance to Step 4. After such appeal, representatives of the Employer and the Union shall meet to select an arbitrator from a list of mutually agreed to arbitrators. If the parties are unable to agree on an arbitrator within ten (10) working days after the grievance is appealed to Step 4, the parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. The parties shall alternately strike the names of three (3) arbitrators, first strike determined by a coin toss. 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 a time and place be set for the hearing, subject to the availability of the Employer and Union representatives. All hearings shall be held in the city of Oregon, Illinois, unless otherwise agreed to.

Both parties agree to arrive at a joint stipulation of the facts and issues to be submitted to the arbitrator.

The Employer or Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses who are not employees of the Employer.

Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on the questions 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, 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. Nothing in this Article shall preclude the parties from agreeing to the appointment of a permanent arbitrator(s) during the term of this Agreement.

The decision and award of the arbitrator shall be made final and binding on the Employer, the Union and the employee or employees involved.

If either party desires a verbatim record of the proceeding, it may cause such a record to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, it shall pay for the cost of its copy.

Section 13.3 – Time Limits

- (a) Grievances may be withdrawn at any step of the grievance procedure without precedent or prejudice. Grievances not appealed within the designated time limits will be treated as withdrawn.
- (b) The time limits at any step or for any hearing may be extended by mutual written agreement of the parties.
- (c) Weekends and holidays shall not be considered work days for purposes of the time limitations of this Article.

Section 13.4 – Grievance Participation and Meeting Space

(a) Grievance Participation

The grievant and one (1) Union Steward shall be permitted to participate in the Step 1, Step 2, Step 3 and Step 4 meetings without deduction from wages or paid time off if the meetings are conducted during the employees' scheduled work time.

(b) Meeting Space

Upon request, the employee and an authorized Union representative shall be allowed the use of an available, appropriate room while investigating or processing a grievance.

Section 13.5 – Advanced Grievance Step Filing

Certain issues which by nature are not capable of being settled at a preliminary step of the Grievance Procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may be filed at the appropriate advance step.

Section 13.6 – Pertinent Witnesses and Information

The Union may request the production of specific documents, books, papers or witnesses available from the Employer and pertinent to the grievance under consideration. Such requests shall not be unreasonably denied and shall be in conformance with applicable laws, and rules issued pursuant thereto, governing the dissemination of such materials.

ARTICLE 14 – SENIORITY

Section 14.1 – Definition

Seniority shall mean an employee's continuous length of service from the most recent date of hire, subject to adjustments of the anniversary date and seniority date based on leaves of absence without pay of greater than ninety (90) days. Seniority shall not apply until an employee has completed the required probationary period. Upon satisfactory completion of the probationary period, the employee shall be credited with seniority from the most recent date of hire.

Section 14.2 – Termination of Seniority

Seniority shall terminate if an employee is discharged/terminated, resigns, retires, or is laid off for a period greater than twelve (12) consecutive months.

Section 14.3 – Vacancies

Subject to the provisions of Article 5, seniority shall be considered along with qualifications when positions are vacated.

Section 14.4 – Layoff

If and when the Board of Health and the Health Department Administrator and/or designee determines it is necessary to lay off an employee or employees within the Department, the last employee hired in the affected job classification will be the first laid off. This layoff notice will give the employee two (2) weeks' advance notification. That employee shall have the right to "bump" into another position within the same classification, if qualified for that position, if that position is presently held by an employee with less seniority. Classification being defined as: a) Nursing and/or other Professional Staff; 2) Environmental; 3) Office. The person will be placed on a recall list and will be eligible to be rehired for a period of twelve (12) months from the date of the layoff.

Section 14.5 – Leaves

Seniority will be maintained during approved leaves of absence provided the leave does not exceed twelve (12) months. Thereafter, seniority will be adjusted day for day.

Section 14.6 – Posting

A seniority list will be posted at all locations within the Department and a copy provided to the Union annually, and/or when the list changes.

ARTICLE 15 – PROBATIONARY PERIOD

An employee is a “probationary employee” for first ninety (90) calendar days of employment. No issue concerning the discipline, layoff or termination of, a probationary employee shall be subject to the grievance procedures. A probationary employee shall have no seniority, except as otherwise provided in this Agreement, until the probationary period is completed. Upon the completion of the probationary period, seniority will be acquired from date of hire.

ARTICLE 16 – HOLIDAYS

Section 16.1 – Annual Holidays

All paid holidays shall be set annually by the County Board; not less than twelve (12). Nine (9) of these holidays will be mandated to be observed on the day set forth by the County. These mandated holidays shall be: New Year's Day, Spring Holiday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas. The remainder of the County designated holidays (Martin Luther King's Birthday, President's Day, and Veteran's Day) shall be considered "floating" holidays, and may be taken by the employee, per Administrative approval at the employee's choice, at any time after the designated holiday has occurred, within six (6) months after the calendar year.

Section 16.2 – Payment

Regular full-time employees shall receive one (1) day's pay for each of the holidays listed above on which they perform no work.

Section 16.3 – Observance

Whenever any of the mandated holidays listed above shall fall on Saturday, the preceding Friday shall be observed as the mandated holiday.

Whenever any of the mandated holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the mandated holiday.

Section 16.4 – Work

Any employee required to work on a mandated holiday in addition to regular holiday pay (7 hours at regular rate of pay), will receive one and one-half (1-1/2) times regular hourly rate for all hours required to work on said mandated holiday, pay or compensatory time at the option of employee.

ARTICLE 17 – PERSONAL DAYS

Employees shall be given three (3) personal days each calendar year. The Employer shall grant requests by employees to use personal days except when to do so would conflict with the Employer's operational need.

Unused personal days may not be carried over from year to year.

ARTICLE 18 – VACATIONS

Section 18.1 – Vacation Leave

All full-time employees shall earn vacation time. Employees on leave of absence or layoff shall not accrue vacation time. Eligible employees shall earn vacation time in accordance with the following schedule:

After one (1) year	2 weeks – may borrow up to one week of time after probationary period ended within that first year of employment.
After seven (7) years	3 weeks
After twelve (12) years	4 weeks
After sixteen (16) years	4 weeks and one (1) day
After seventeen (17) years	4 weeks and two (2) days
After eighteen (18) years	4 weeks and three (3) days
After nineteen (19) years	4 weeks and four (4) days
After twenty (20) years	5 weeks

Computation of vacation time for employees who have had service with a State or Local Health Department shall be determined as though two (2) years previous Health Department service qualifies for earning of vacation benefits.

Section 18.2 – Vacation Pay

All vacation leave will be paid for at the regular hourly rate and on the basis of seven (7) hours per day.

Section 18.3 – Vacation Requests

(a) Requests for single days

The Employer shall grant requests by employees to use vacation time, except when to do so would conflict with the agency's operational need. At least five (5) days' notice shall be given for a one (1) day leave. Vacation requests shall not be unreasonably denied and Employer agrees to make every effort to respond to vacation requests in a timely manner.

(b) Requests for multiple days

To get priority for vacation (except for an occasional day which is taken as vacation leave) all employees must submit, in writing, to the Administrator, a schedule of desired vacation on a quarterly basis. Vacation requests for more than one (1) day shall be made at least fifteen (15) days in advance. Conflicts in scheduling will be resolved in favor of the most senior employee. No employee shall be entitled to priority in selecting the vacation for more than two (2) weeks in each calendar year. Vacation requests shall not be unreasonably denied and Employer agrees to make every effort to respond to vacation requests in a timely manner.

(c) Vacation carry-over

The Employer may grant an extension of more than one (1) week of the vacation time to be carried over to the next year for up to six (6) months if the request seems reasonable. This request must be in writing to the Administrator no less than sixty (60) days prior to the anniversary date.

Section 18.4 – Termination

Any employee who has completed their probationary period who terminates County employment shall be paid for their accumulated vacation days at the rate of pay currently received by said employee. Any unused vacation days in the year of termination shall be pro-rated.

ARTICLE 19 – SICK LEAVE

Section 19.1 – Allowance

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

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

Section 19.2 – Accumulation

Sick leave will be granted at the rate of one (1) day per month. Sick leave may be accumulated and carried over from year to year, unlimited. Sick leave will not be reimbursed if employee terminates employment before vested date.

Section 19.3 – Procedures

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

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

Employees who are unable to return to work upon expiration of sick leave benefits and all other authorized benefit time must request a leave of absence without pay. Non-paid sick leave

shall be equivalent to the total accumulated sick leave available on the first day of illness, or thirty (30) calendar days, whichever is greater. Failure to apply for a leave of absence for extended illness upon expiration of all such benefits may result in discipline up to and including discharge.

Any absence of three (3) working days or longer may require a physician's statement of release and verification substantiating that employee may return to work.

Notice of any employee's desire to return to work after an extended illness must be given to the Employer no less than twenty-four (24) hours in advance.

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

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

The Employer shall maintain a record of sick leave accrual, sick leave taken, and the balance of sick leave allowance available for the individual employees.

Section 19.4 – Sick Leave Abuse Sanctions

For the purposes of the provisions contained in this Article, "abuse" of sick leave is the utilization of such for reasons other than those stated in Section 19.1 of this Article.

Upon sufficient evidence of the abuse of such sick leave, the employee shall not be paid for such leave taken nor shall the employee accrue any rights such as seniority or other rights. Continued "abuse" of sick leave shall subject the employee to disciplinary action pursuant to the terms of this Agreement. All employees agree to cooperate fully with the Department in verifying illness.

Section 19.5 – Retirement

All accumulated unused sick leave shall be applied to employees IMRF pension service upon retirement.

Section 19.6 - Donation of Sick Time Benefits

An employee may donate their accrued sick leave time to another employee provided the following criteria are met.

(a) Criteria for Requesting Hours

The requesting employee **must**:

Be employed by Ogle County Health Department in a full-time position.

Have exhausted **all** accrued benefit time before requesting hours.

NOT be receiving any Worker's Compensation.

Submit a request for hours in writing to the Administrator. Should the employee be completely incapacitated due to the illness/injury, a member of the employee's immediate family may apply for this benefit on their behalf.

(b) Employee Donating Hours

The donor **must**:

Be employed by Ogle County Health Department in a full-time position.

Retain **no less than** seventy (70) hours of sick time after the donation.

Complete a "Voluntary Donation" form and submit it to the Administrator.

(c) Policy Parameters

Donations are allowed in one (1) hour increments.

Donated hours will be deducted from each donor, **in the order they are received**, as they are used by the recipient.

All "Voluntary Donation" forms **must** have the date, time and signature to be valid. If these things are not completed, the request will be returned to the donor.

Only needed hours will be deducted from the donor

ARTICLE 20 – LEAVES OF ABSENCE

Section 20.1 – Discretionary Leave

The Employer may grant leaves of absence, without pay or salary, to employees for prolonged illness or other valid reasons.

The Employer may assure an employee who is granted such leave, that the employee's position, or job, will be restored at the conclusion of such leave; provided, however, that the employee's employment by the County might, and could, be terminated if, during the period of such leave, the employee's position, or job, were to be eliminated by action of the County Board, or the Board of Health, or the enactment or amendment of State or Federal legislation would result in the elimination of such position or job. In that event, any person hired to fill the employee's position, or to perform that employee's usual and customary duties during the employee's leave will also be discharged.

No leave shall be granted for a period exceeding one-hundred and eighty (180) consecutive calendar days, nor shall any employee be granted a leave, or leaves, totaling more than one-hundred eighty (180) days in a given calendar year without the approval of the County Board.

An employee on leave will not accrue any benefits whatsoever.

Section 20.2 – Absence Due to Death in Immediate Family

In the event of the death of an immediate family member, an employee shall be permitted to be absent from the job for three (3) working days per occurrence with notification to employer, and for each such day's absence, the employee shall receive compensation at his/her normal rate of pay. Immediate family shall be limited to employee's spouse, significant other, children, parents, grandparents, grandchildren, siblings, in-laws, step-parents, step-children, and anyone who raised employee from childhood. The Administrator may approve additional leave for individuals not defined as immediate family. If the employee desires to be absent for more than three (3) days, he/she may utilize previously earned, unused, vacation days and receive compensation for each such additional day's absence at his/her normal rate of pay, provided that the Employer approves such additional absence. Any such leave shall be non-accumulative.

Any absence to attend the funeral of anyone who is not a member of an employee's immediate family may be arranged with the Employer, without pay, but previously earned and unused vacation days or comp time may be utilized in such case with the consent of the Employer.

Written proof of relationship, death, funeral or location may be required by the Employer.

Section 20.3 – Jury Duty

The Health Department Administrator and/or designee shall allow any necessary leave to permit an employee to serve on a jury. When such leave is granted, compensation is paid by the Department for the time absent only in the amount which exceeds the compensation received for the approved jury leave but not to exceed a normal day's pay no matter the time required for service as a juror.

Section 20.4 – Short-Term Military Leave

An employee who is a member of the National Guard or Reserves of the United States, and who is ordered to active military duty for training purposes, shall be granted military leave of absence. Employer agrees to comply with all State and Federal law regarding active duty in the Armed Forces.

Section 20.5 – Prohibition Against Misuse of Leaves

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

Section 20.6 – FMLA

The provisions of the Ogle County Personnel Policies as applied to the Family Medical Leave Act are hereby adopted by reference. Said policies shall be in compliance with the requirements of the Family Medical Act of 1993 and any Federal regulations adopted there under, as may be amended from time to time.

ARTICLE 21 – HOURS OF WORK/OVERTIME

Section 21.1 – Regular Work Hours

Regular hours of work shall be consecutive, with the exception of interruptions for lunch periods. References to consecutive hours of work in the rest of this Article shall be construed to include lunch periods.

Section 21.2 – Regular Work Week

A regular work week shall consist of five (5) consecutive seven (7) hour days, Monday through Friday, or four (4) consecutive eight and three quarter (8.75) hour days, or any combination of hours totaling thirty-five (35) as approved by the Administrator, inclusive. All hours worked in excess of thirty-five (35) in one work week must be by prior approval of Administrator. Any time worked in excess of forty (40) hours will be considered overtime and will be compensated at the rate of time and one-half (1.5); double time for weekends. Any requested change in the regular work week schedule is subject to the approval of the Administrator.

Section 21.3 – Regular Work Day

Seven (7) hours or eight and three quarters (8.75) of work within the twenty-four (24) hour period will constitute a regular work day. The Employer will provide a one (1) hour lunch period. Employees may opt to shorten or eliminate said one (1) hour lunch period to accommodate their work load or flex schedule. Any requested change in the regular work day schedule is subject to the approval of the Administrator. Employees are entitled to two (2) fifteen (15) minute breaks each day.

Section 21.4 – Standby Time

If the Employer provides specific prior written authorization for an employee to be on standby status, said employee will receive compensation at one-half (1/2) the employee's regular hourly rate for each hour said employee is specifically required to be on standby. No standby time shall count towards overtime. Standby time is that period of time wherein an employee is required to be at a specific location for a specific period of time ready to respond in a sober and ready condition. The employee's activities, in this status, are restricted.

Section 21.5 – On-Call

On-call time shall not be compensated time. It is the time when the Administrator and/or designee requests that an employee keep the Administrator and/or designee informed on the employee's whereabouts during specified periods of time, inclusive of the method of communication with the employee (telephone, etc.). If the employee is not available, said employee is required to notify the Administrator and/or designee of such unavailability. In that event, the Administrator and/or designee will look elsewhere for assistance. On-call status involves no restriction on employee activity levels.

Section 21.6 – Comp Time

An employee may, at the employee's election, elect in writing, to receive overtime pay in lieu of compensatory time. Employees may accumulate up to one-hundred and twenty (120) of compensatory time.

For compensatory time accrued on December 1 through August 31 of any given fiscal year, employees shall have up to six (6) months from the date of accrual to use up the compensatory time.

For compensatory time accrued on September 1 through November 30 of any given fiscal year, employees shall have until March 1 of the next fiscal year to up the compensatory time.

Any hours worked in excess of thirty-five (35), but less than forty (40) may, at the employee's election, be taken as time off for those hours worked.

ARTICLE 22 – WAGES/COMPENSATION/ALLOWANCES

Section 22.1 – Existing Employees

Position & Name of Employee	Effective 12/1/14	Effective 12/1/15
Maternal/Child Health Coordinator – Kathy Lee	\$24.51	\$25.00
Communicable Disease Coordinator – Cindy Hickey	\$22.44	\$22.89
Sanitarian – Linda Long	\$22.03	\$22.47
Environmental Health Inspector – Gerry Hough	\$21.39	\$21.82
Public Health Nurse – Kelly Henert	\$22.12	\$22.56
Public Health Nurse – Courtney Cassidy	\$22.07	\$22.52
Public Health Nurse – Debora Hoffman	\$22.07	\$22.52

Environmental Health Secretary – Cynthia Gehrke	\$16.31	\$16.64
Secretary I (Rochelle/Translation) – Maribel Nava	\$14.90	\$15.20
Secretary I – Rosemary Modler	\$14.67	\$14.96
Secretary I – Donna Harriett	\$14.67	\$14.96

Section 22.2 – New Employees

New employees shall be hired following the guidelines of the hiring/promoting salary schedule.

Section 22.3 – Education

The Ogle County Health Department agrees to compensate employee expenses towards training hours which are required for the position, classes to have prior approval from Administration.

Section 22.4 – Existing “Long-Term” Employees (Full-Time)

Effective December 1, 2007 a one-time (non-cumulative) bonus shall be given to employees at the time of reaching the following employment anniversary dates:

Years of Service	Amount
7 years	\$100.00
12 years	\$200.00
15 years	\$300.00
20 years	\$400.00
25 years	\$500.00

ARTICLE 23 – INSURANCE & PENSION

Section 23.1 – Insurance

(a) The Employer will provide a health insurance plan and benefits as provided to other County employees. The County will pay eighty percent (80%) of the total cost of insurance; the employee will pay the remaining twenty percent (20%).

(b) The Employer reserves the right to select or change the insurance carriers, to be self-insured, either wholly or partially, with respect to such benefits, and to choose the administrator of such insurance programs, provided any change in benefits shall occur in accordance with the terms of Section 23.3.

(c) Notwithstanding any contrary provision, there shall be no liability on the part of the Employer for any insurance premium payment of any nature whatsoever for an employee or employees who are on unpaid leave of absence, layoff, retire or are otherwise terminated. If an employee is on a paid sick leave (including disability payments), the Employer shall continue his/her premium payment during the time the employee is on paid sick leave.

(d) An employee may choose not to be covered by the medical insurance provided by the County. A waiver agreement, provided by the Employer, must be signed by the employee. If a spouse also works for the County, or any of its departments, or any courts, the employees may choose to both be covered, or to have one of the employees by the primary insured. Employees assume all risks if they want to later re-enroll. Employees assume any potential risks as to not being covered for "pre-existing" illness or injuries by the insurance carrier and are subject to any open enrollment periods.

(e) Retiring employees of the Ogle County Health Department shall be eligible for continued group health insurance coverage in accordance with the provisions of Illinois law. The full amount of premium will be paid by the retired employee.

Section 23.2 – Pensions

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

Section 23.3 – Health Care Planning Committee

THE COUNTY AND THE UNION AGREE TO BE PARTIES TO AN AGREEMENT CREATING THE JOINT LABOR/MANAGEMENT HEALTH CARE PLANNING COMMITTEE OF OGLE COUNTY, AND AGREES THAT THE HEALTH CARE PLANNING COMMITTEE SHALL HAVE THE AUTHORITY TO REVIEW THE CURRENT HEALTH INSURANCE PROGRAM AND TO INVESTIGATE AND DEVELOP ALTERNATIVES TO THAT PROGRAM. THE COMMITTEE IS CHARGED WITH THE ADMINISTRATION OF THE OGLE COUNTY HEALTH PLAN AND IS EMPOWERED BY ALL PARTICIPATING BARGAINING UNITS AND OGLE COUNTY TO MAKE COLLECTIVE DECISIONS REGARDING THE BENEFITS, COVERAGE LEVELS AND PREMIUMS. DURING THE TERM OF THE

**HEALTH CARE PLANNING COMMITTEE AGREEMENT (ATTACHED AS
APPENDIX “ ? ”: HEALTH CARE PLANNING COMMITTEE), EACH OF THE
PARTIES WAIVES ANY RIGHTS TO BARGAIN OVER THE SUBJECT OF HEALTH
CARE OR HEALTH INSURANCE OR TO IMPOSE OTHER TERMS OR TO STRIKE
OR ARBITRATE CONCERNING OTHER TERMS FOR HEALTH CARE COVERAGE
OR BENEFITS, EXCEPT AS MAY BE PROVIDED IN SAID AGREEMENT. ARTICLE
24 – CONFERENCES & TRAVEL ALLOWANCE**

Section 24.1 – Attendance

Attendance at and participation in professional conferences, training, conventions and technical meetings shall be considered part of the employee's normal duties. With the prior approval of the Administrator, employees may attend such functions without loss of pay and at County expense. Employees traveling on County business shall either be provided with County vehicles or given mileage at the rate set by the County Board for the use of their private vehicles, or provided with an allowance for other transportation expenses.

ARTICLE 25 – SAVINGS CLAUSE

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

ARTICLE 26 – COMPLETE AGREEMENT

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

ARTICLE 27 – MAINTENANCE OF STANDARDS

The Employer agrees, subject to the following provisions, that all conditions of employment in his/her individual operation relating to wages, hours of work, overtime differentials and general working conditions, shall be maintained at no less than the highest standards in effect at the time of the signing of this Agreement and the conditions of employment shall be improved whenever specific provisions for improvement are made elsewhere in this Agreement.

ARTICLE 28 – DURATION & SIGNATURE

Section 28.1 – Term of Agreement

This Agreement shall be effective from December 1, 2014, and shall remain in full force and effect until November 30, 2016. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party to the other not more than one-hundred and twenty (120) days nor less than ninety (90) days prior to expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

Section 28.2 – Continuing Effect

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or Resolution of Impasse Procedure are continuing for a new Agreement or part thereof between the parties.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 11 day of September, 2015.

FOR THE EMPLOYER:



Lucinda Bauling, Administrator



Ogle County Board Chairman

FOR THE UNION:



Steven M. Mongan, President



Frank Barger, Secretary-Treas.

VOLUNTARY DONATION FORM

Sick Leave Donation Request

*Date: _____

*Time: _____

I, _____, request to donate sick time

to: _____.

(name of employee you are donating to)

Amount of time being donated (in one (1) hour increments: _____ hours.

I understand I must have at least seventy (70) hours of sick time banked, after donation, to be eligible to donate time.

I understand without a date, time and signature, this request is not valid and will be returned to me.

*Signed: _____

* These are required fields.