

AGREEMENT

BETWEEN

**FULTON COUNTY SHERIFF AND THE
FULTON COUNTY STATE'S ATTORNEY, CLERK, TREASURER,
ASSESSMENTS,
PLANNING AND ZONING,
AND THE FULTON COUNTY BOARD**

AND

**AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES (AFSCME),**

COUNCIL 31, AFL-CIO

On Behalf Of

AFSCME LOCAL 3433

December 1, 2022 – November 30, 2026

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AGREEMENT

This Agreement has been made and entered into by and between the Fulton County Sheriff, State's Attorney, Clerk, Treasurer, and the Fulton County Board as Co-Employers, hereinafter referred to as the "Employer", and the American Federation of State, County and Municipal Employees (AFSCME), Council 31, AFL-CIO, for and on behalf of AFSCME Local 3433, Unit 1, hereinafter referred to as the "Union."

PREAMBLE

In order to establish harmonious employment relations through a mutual process, to provide fair and equitable treatment to all employees, to promote the quality and continuance of public service, to achieve full recognition for the value of employees and the vital and necessary work they perform, to specify wages, hours, benefits, and other working conditions, and to provide for the prompt and equitable resolution of disputes the parties agree as follows.

ARTICLE I – RECOGNITION

Section 1.1 – Covered Employees

The Employer recognizes the Union as the sole and exclusive bargaining agent for all matters pertaining to wages, hours and other conditions of employment covered by this Agreement for the following:

Unit A

Included: All employees in the offices of the County Clerk, Sheriff, Treasurer and State's Attorney and in the Departments of Assessments, Camp/Recreation, and Planning and Zoning.

Excluded: all elected officials, all employees of the Chief Judge, Circuit Clerk, the Highway Department, the Clayberg Nursing Home and employees with the job titles of: Deputy County Assessor, Supervisor of Assessments, Camp/Recreation Department Head, County Board Secretary, Planning and Zoning (Department Head), Assistant State's Attorneys, State's Attorneys Investigator, Sheriff's Deputies, Jailers, Telecommunicators, and Animal Control all other supervisory, managerial, confidential and short term employees as defined by the Illinois Public Labor Relations Act.

Upon execution of this Agreement, the Parties agree to jointly file a Petition for Unit Clarification to amend the Unit Certification to the following:

Included: All employees in the offices of the County Clerk, Sheriff, Treasurer and State's Attorney and in the Departments of Assessments, and Planning and Zoning.

Excluded: all elected officials, all employees of the Chief Judge, Circuit Clerk, the Highway Department, the Clayberg Nursing Home, Camp/Recreation and employees with the job titles of: Deputy County Assessor, Supervisor of Assessments, County Board Secretary, Planning and Zoning (Department Head), Assistant State's Attorneys, State's Attorneys Investigator, Sheriff's Deputies, Jailers, Telecommunicators, and Animal Control all other supervisory, managerial, confidential and short term employees as defined by the Illinois Public Labor Relations Act.

The Employer shall not negotiate with employees over their wages and working conditions except as provided for herein.

Section 1.2 – Integrity of Bargaining Unit

The Employer recognizes the integrity of the bargaining unit, and the Employer will not seek to erode the unit by assigning bargaining unit work to non-bargaining unit County employees for a preponderance of their workday. The Employer shall be permitted to subcontract where economically advantageous and will be permitted to continue using Project Chance and Fulton County Rehabilitation Center employees. County officials shall be permitted to do bargaining unit work.

ARTICLE II – MANAGEMENT RIGHTS

Except to the extent expressly amended or modified by specific provisions of this Agreement, the Employer reserves and retains all of its common law and statutory rights including those provided for in 5 ILCS 315/4. Among the rights retained by the Employer are the rights to full and exclusive authority of the management of its operations; to direct the working forces; to determine the methods, means, organization, qualification and number of personnel by which such operations are to be conducted including but not limited to hiring, promotion, overtime assignments, layoffs or discharge for cause; to make and enforce reasonable rules and regulations; and the right to selection of new employees including examination techniques; and to prepare the overall operations budget for the Employer.

ARTICLE III – NON-DISCRIMINATION

The Employer and Union agree not to 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, or mental and/or physical handicap, as these terms are defined by the Illinois Human Rights Act

The Employer and the Union agree that no employee shall be discriminated against, intimidated, restrained, or coerced in the exercise of any rights granted the Employee by the Illinois Public Labor Relations Act or their participation in any lawful activities thereunder.

ARTICLE IV – GRIEVANCE PROCEDURE

Section 4.1 – Definition and Limitation

(a) Definition

A grievance is defined as any difference, complaint or dispute brought by any bargaining unit employee, or Union with affected employee approval against the Employer, regarding the application, meaning or interpretation of this Agreement.

(b) Processing

Grievances may be processed by the Union on behalf of an employee or on behalf of a group of employees, who signed the grievance and are directly affected by the conduct complained of. The resolution of grievance affecting a group of employees shall be made applicable to that group of employees. The employee, upon request, is entitled to Union representation at each step of the grievance procedure.

(c) Union Representation

Any employee who chooses not to notify the Union in the event of discipline and any employee, who neglects to contact the Union for assistance in processing grievances, waives any and all right of claim or liability against the Union resulting from the employee's decision to decline Union assistance. Resolutions made by an employee who has waived their right for Union assistance shall be without precedent or prejudice.

Section 4.2 – Grievance Procedure

(a) Step 1 – Immediate Supervisor

The employee or the Union shall orally raise a grievance with the employee's immediate supervisor within ten (10) calendar days from the date the employee knew or should have known of the occurrence giving rise to the complaint. The employee and Employer shall sign a form showing the initiation of the oral grievance.

(b) Step 2 – Elected Official

If the grievance cannot be worked out between the immediate supervisor and the grievant within seven (7) calendar days, then within seven (7) calendar days, the employee or Union shall submit the grievance to the Elected Official in writing. Within seven calendar (7) days from receipt of the grievance, the Elected Official shall respond in writing to the employee and the Union. If the grievance involves discipline under Article V, the grievance may be appealed by the Union to either Step 4 or Step 5 if the grievance is not resolved at Step 2.

(c) Step 3 – County Board

Except for grievances involving discipline under Article 5, if the grievance is not resolved in Step 2, it may be presented, in writing, by the Union to the Executive Committee of the County Board by the filing of a written request dated no later than seven (7) calendar days after receipt of the Step 2 response or after the Step 2 response is due, whichever is earliest. Within seven (7) calendar days from receipt of the grievance, the Executive Committee of the County Board shall

schedule a meeting with the Union and the grievant(s). Within seven (7) calendar days of the meeting, the Executive Committee shall respond, in writing, to the employee and the Union.

(d) Step 4 – Mediation

If the grievance is not resolved in Step 2 (for grievances involving discipline under Article 5) or Step 3, the Union may elect to present the grievance to the Federal Mediation and Conciliation Service (FMCS) for mediation. In order to be properly filed before FMCS for mediation, the Union must file a written request dated no later than seven (7) calendar days after receipt of the Employer's response at either Step 3 or Step 2 (if the grievance involves Article 5), or after the response is due, whichever is earliest. Both parties will be given the opportunity to present their grievance position in person to the Federal Mediator. If the grievance is not settled at Step 4 in mediation, then the grievance may be advanced in accordance with Step 5. If no settlement is reached at mediation, either the Employer or the Union may conclude the mediation conference with a written statement terminating the mediation. The time period for Step 5 shall commence immediately after the termination of mediation under Step 4.

(e) Step 5 – Arbitration

The Union may file for arbitration within fourteen (14) calendar days after:

- (i) a grievance involving Article V is not settled at Step 2;
- (ii) a grievance involving any Article other than Article V is not settled at Step 3; or
- (iii) the conclusion of mediation under Step 4.

To file for arbitration, written notice must be provided to the Elected Official and the County within the above specified time limits.

The arbitration proceedings shall be conducted by an arbitrator selected by the Employer and the Union within seven (7) calendar days after notice has been given, if possible. If the parties fail to select an arbitrator, the Employers and the Union shall jointly request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS). The Union shall strike one (1) name from the list, then the Employer, and alternately thereafter until the one (1) remaining arbitrator who has not been removed from the list remains. Either party may reject one (1) panel in its entirety.

The arbitrator shall be notified of their selection by a joint letter from the Employer and Union, requesting that they 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(s) where mutually agreed to by the parties.

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

Section 4.3 – Arbitrator’s Decision and Cost

The arbitrator’s decision shall be final and binding on both parties. The arbitrator shall have no authority to add to, subtract from, modify, nullify, or imply any terms of this Agreement, and shall be limited to interpreting the express provisions of agreement agreed by the parties to be in dispute. The arbitrator’s fee and expenses and the cost of renting a hearing room shall be shared equally by the parties. The cost of a transcript of the hearing shall be paid by the party requesting the transcript, provided that the other party shall split the cost if it also requests a copy of the transcript. If a question of procedural arbitrability is raised, the arbitrator must first determine of the procedural arbitrability of the dispute unless the issue is of such nature that a determination cannot be made at the hearing. Once a determination is made that the matter is procedurally arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute.

Section 4.4 – Limitation Periods

The failure of any employee to submit their grievance in writing or orally within the time limits prescribed herein shall be treated as a withdrawn grievance. The Employer’s failure to respond within the time limits prescribed shall automatically advance the grievance to the next step, with the exceptions of Steps 4 and 5.

Grievances may be withdrawn at any step of the grievance procedure without prejudice. The time limits at any step or for any hearing may be extended at that particular step by mutual written agreement of the parties.

Section 4.5 – Pertinent Witnesses and Information

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

If the request is unreasonably denied, the Union may petition the Employer for information denied and the Employer may petition the Union for information denied under the powers granted either party by statute. Any delay shall not penalize the grievant.

Section 4.6 – Advance Step Filing

Grievances concerning discharge and/or suspension in excess of ten (10) working days shall be processed directly to the Step 3 of the Grievance Procedure.

Section 4.7 – Union Notice

The Employer will give written notice to the Union of any employee who is suspended or discharged by the Employer.

Section 4.8 – Time Off for Investigation of Grievance

So long as it does not unreasonably interfere with normal work duties and does not require the calling in of a replacement, the grievant(s) and/or Union shall be permitted, without loss of pay, during their working hours to investigate and process grievances.

Section 4.9 – Meeting Space

Provided it does not disrupt the operations of the Employer or interfere with the duties of the employees, employees' reasonable request for use of an available room for the purpose of investigating or processing grievances shall be allowed. Meeting space shall be limited to common rooms of the Employer such as public meeting areas.

ARTICLE V – DISCIPLINE AND DISCHARGE

Section 5.1 – Definition

The Employer and Union agree with the tenets of progressive and corrective discipline. Disciplinary action may be imposed only for just cause. Considering the severity of the infraction, reasonable disciplinary action shall include only the following:

- (a) Oral reprimand
- (b) Written reprimand
- (c) Suspension (notice to be given in writing)
- (d) Discharge (notice to be given in writing)

Other reasonable conditions of employment may be required by the Employer after discipline has been imposed. Employee will be given copies of all written reprimands. Discipline shall be imposed as soon as possible after the Employer is aware of the event or action giving rise to the discipline, subject to whatever time is needed to investigate what occurred and render a decision as to appropriate discipline.

Section 5.2 – Cause For Immediate Discharge

It may be cause for immediate discharge if an employee:

- (a) comes to work possessing non-prescribed controlled substances or alcohol while on duty;
- (b) willfully destroys or damages any property owned by the Employer;
- (c) fighting while on duty unless in self-defense;
- (d) failure without just cause to report to work for scheduled duty for two (2) days or more; or
- (e) allows unauthorized personnel to ride in any Employer motor vehicles other than in a bona-fide emergency.

Section 5.3 – Manner of Discipline

If the Employer has reason to discipline an employee after conclusion of any investigation needed to determine the facts and the appropriate discipline, it shall be done in a manner that will not embarrass the employee before other employees or the public and shall be done in a timely fashion.

Section 5.4 – Suspension Pending Discharge

The Elected Official/Department Head may place an employee on administrative leave with pay pending an administrative investigation and/or a the decision whether to discipline the employee. The decision as to whether an Employee will be placed on administrative leave pending the outcome of an administrative investigation and/or a decision whether to discipline the Employee shall be made on a case-by-case basis and shall equitably and reasonably made given the circumstances of each individual case. This Section shall not apply to criminal investigations.

Section 5.5 – Status During Criminal Investigations

- (a) When an employee is arrested for or charged with a criminal offense, the employee shall be immediately placed on administrative leave with pay.
- (b) If the employee has been formally charged in court with a felony, the employee shall immediately be placed on administrative leave without pay.
- (c) In the event that criminal charges are filed by indictment or information, the employee shall immediately be placed on administrative leave without pay pending resolution of the criminal charge.
- (d) When an employee is formally charged with a felony and subsequently acquitted, the Employers shall make the Employee whole for any regular wages, accrued benefits, and seniority forfeited between the time the officer was placed on Administrative leave without pay and the time the employee was acquitted. It is understood that any disciplinary suspension or termination related to the criminal offense or felony charge is subject to the grievance procedure, and that the determination of any forfeited compensation, if any, will be based on the settlement of the grievance or the decision of the arbitrator.
- (e) Time on such administrative leave without pay shall not be considered discipline, but the Elected Official/Department Head shall credit such time on administrative leave without pay against any suspension that might subsequently be entered against the employee for that incident.

Section 5.6 – Notification and Measure of Disciplinary Action

- (a) In the event disciplinary action is taken against an employee, the Employer shall promptly furnish the employee with a clear and concise statement of the reasons for the discipline.

- (b) The measure of discipline and the statement of reasons may be modified, especially in cases involving administrative leave pursuant to Section 5.4 and/or administrative leave with or without pay pursuant to Section 5.5, after the investigation of the total facts and circumstances, but once the measure of discipline is determined and imposed, the Employer shall not increase it for the particular act of misconduct which arose from the same facts and circumstances known to the Employer.

Section 5.7 – Pre-Disciplinary Meetings

Prior to the discharge or suspension of an employee, the Employer shall meet with the employee and Union representative, if requested, and inform the employee of the reasons for the contemplated discharge or suspension, including any names of witnesses and copies of pertinent documents. The employee and Union representative, if requested, shall be given the opportunity to rebut or clarify the reasons for such discipline. Employees shall be entitled to Union representation at any meeting pertaining to discipline.

Section 5.8 – Removal of Discipline

Any written or oral reprimand shall not be considered in implementing corrective discipline if, from the date of the last reprimand, one (1) year has passed without the employee receiving an additional reprimand for any related offenses. No disciplinary notices shall be removed from an employee's personnel file.

Section 5.9 – Employee Assistance

Before the Employer suspends or discharges an employee due to a recognized handicap or disability, they will refer the employee to the appropriate counseling agency for assistance at the employee's cost. Should the employee refuse such assistance, then that factor may be considered in the proposed or actual discipline of the employee.

ARTICLE VI – HOURS OF WORK

Section 6.1 – Workday

- (a) The normal workday shall consist of eight (8) consecutive hours broken by a one (1) hour unpaid lunch break.
- (b) The normal starting time shall be 8:00 a.m. and the normal quitting time shall be 4:00 p.m., Monday through Friday, or as designated by the Employer where operational needs dictate as substantiated by the Employer. Absent operational needs substantiated by the Employer, the starting and quitting times may be changed by mutual agreement with the employee and notice to the Union.

Section 6.2 – Workweek

The normal workweek shall consist of five (5) consecutive workdays beginning on Monday and ending on Friday followed by two (2) consecutive days off.

Section 6.3 – Meal and Rest Periods

(a) Meal Periods

Meal periods shall consist of one (1) hour as assigned by the Employer.

(b) Rest Periods

Rest periods shall be consistent with current existing practice prior to negotiating this Agreement.

Section 6.4 – Pay Period

(a) The regular pay period shall be fourteen (14) calendar days.

(b) The pay period shall begin at 12:00 a.m. on a Saturday and end at 11:59 p.m. on a Friday.

Section 6.5 – Timeclocks

(a) For the purpose of keeping accurate records of hours worked, each employee shall login upon arriving at work and shall log out upon leaving work.

(b) The system for logging hours worked shall be as determined by the County and each Elected Official.

(c) The Employers agree to utilize the seven (7) minute rounding system in instances where the system for logging in and out is not calibrated. Agreement to use the seven (7) minute rounding system does not prevent the Elected Official/Department Head from disciplining an employee for attendance issues.

(d) Employees who, without authorization, login or logout another employee shall be subject to discipline, up to and including termination.

Section 6.6 – Overtime Payment

Overtime shall be given in cash or compensatory time at the election of the Employee for work in excess of seven (7) hours per day. Overtime shall be credited at one and one-half (1 ½) times the applicable credit (hours or wages).

Section 6.7 – Compensatory Time Accrual

Compensatory time not used by the end of the fiscal year in which it was earned shall be liquidated in cash at the rate it was earned.

Section 6.8 – Overtime Scheduling

Employees shall work overtime when overtime is required, except for illness, bereavement, or extreme personal emergencies. The Employer shall use their best efforts to equalize overtime assignments amongst the bargaining unit employees best qualified to perform the work.

Section 6.9 – Overtime Information Provided

The Union or any employee, upon request, shall be allowed to review records of overtime.

Section 6.10 – Call-Back Pay

Any employee called back to work outside of their regularly scheduled shift or on their regularly scheduled days off, shall be paid a minimum of two (2) hours overtime. Said call-back time shall not be used for purposes of computing overtime, as the three (3) hours contemplates, two (2) hours at time and one-half.

If the employee has been called back to take care of an emergency, the Employer shall not require the employee to work the entire two (2) hour period by assigning extra nonessential work.

Section 6.11 – Temporary Assignment

Employees who are temporarily assigned to a job of a higher grade exclusively for one (1) week or more will be paid at the higher pay grade.

ARTICLE VII – RECORDS, FORMS AND PERSONNEL FILES

Section 7.1 – Attendance and Pay Records

The Employer shall maintain accurate daily attendance records. An employee shall have the right to review their time and pay records on file with the Employer.

Section 7.2 – Notification of Absence

An employee shall, whenever possible, provide advance notice of absence from work. Absence of an employee for more than two (2) consecutive workdays without reporting to the Employer or the person designated by the Employer to receive such notification may be cause for discharge or suspension. The above provisions shall not apply so long as the employee then notifies as soon as it is physically possible.

Section 7.3 – Forms

An employee required to sign any form prepared by the Employer shall be given a copy of such forms at the time the employee's signature is affixed.

Section 7.4 – Examination of Records

The Employer agrees to comply with the Illinois Personal Records Act, 820 ILCS 40/1.

ARTICLE VIII – PAID LEAVES

Section 8.1 – Personal Day

- (a) All full-time employees shall be permitted seven (7) hours of personal leave off each fiscal year with pay.
- (b) Such personal leave may not be used in increments of less than thirty (30) minutes at a time. Except for those emergency situations which preclude the making of prior arrangements such days (or hours) off shall be scheduled sufficiently in advance to be consistent with the operating needs of the Employer.
- (c) Employees who ask for and are denied use of their personal leave shall be entitled to payment for the unused personal leave at the end of each year.

- (d) Failure to request the use of personal leave shall cause forfeiture of the same.
- (e) Employees hired during the fiscal year will have their personal day prorated twenty-five percent (25.00%) for each four (4) months of employment.

Section 8.2 – Sick Leave Accrual and Use

(a) Accrual

Full-time employees covered by this Agreement shall be entitled to seven (7) hours of sick leave for each month of service with the Employer.

(b) Use of Sick Leave

Sick leave may be taken in thirty (30) minute increments. Sick leave may be used for appointments with a doctor, dentist, or other medical practitioner, or for serious illness, injury or disability of the employee or the employee's child, , spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, stepparent, or persons under a person's legal guardianship when the employee's presence is necessary, or as is required by the Americans with Disabilities Act, the Family and Medical Leave Act, and the Illinois Human Rights Act.

(c) Sick Leave Abuse

When reasonable suspicion of sick leave abuse exists upon request by the Employer, a physician's verification may be required.

(d) Pregnancy

Pregnancy shall be treated as an ordinary illness or as any other disability as required by law.

(e) Notification

Full-time employees taking sick leave days must notify their supervisor on the morning of each day's absence unless the supervisor has a prior understanding of the duration of the employee's expected sick leave.

(f) Accumulation

- (i) Sick leave may accumulate up to and including two hundred ninety-four (294) hours. At the end of each fiscal year, any employee who has accumulated more than two hundred ten (210) hours will be compensated for them at the end of the year for one-half (½) for the hours accumulated in excess of two hundred ten (210) hours, unless the employee gives the Employer notice they wish to accumulate such days in their accumulated sick leave pool, as provided below. The other one-half (½) which are not compensated for shall be added to an extended illness sick leave accumulation pool which may accumulate up to a maximum of one thousand six hundred eighty (1,680) hours. The additional accumulation above two hundred ninety-four (294) hours shall not be paid to the employee upon resignation or termination. It may, however, be used as credit toward early retirement as provided for under the Illinois Municipal

Retirement Fund. Use of sick leave during the year shall be credited first against the two hundred ten (210) hours pool for normal sick leave and the additional accumulation of sick leave for extended illness shall not be used until the normal two hundred ten (210) hour pool has been exhausted.

- (ii) At resignation, layoff or retirement, the employee will be compensated for unused sick leave not to exceed two hundred ninety-four (294) hours for one-half (½) of the hours for each of the accumulated sick leave hour. Such payment shall be made no earlier than the sixty-first (61st) day after retirement.
- (iii) At the employee's option, the accumulated sick leave may be converted to service credits in lieu of the cash payments in Section 8.2(f)(ii) above.

(g) Part-Time Sick Leave

Part-time employees who have a reasonable expectation of working at least eight hundred fifty (850) hours, but less than one thousand eight hundred (1,820) hours during their anniversary year shall be eligible for forty-two (42) hours of sick leave per year accumulated [three and one-half (3 ½) hours per month].

Sick leave shall be noncumulative and shall not be used for anything other than illness or injury.

Section 8.3 – Bereavement Leave

- (a) A full-time employee shall be granted time off from duties with pay not chargeable to accrued leave between the time of death and the time of the funeral or memorial service for certain individuals as follows:
 - (i) up to five (5) workdays for an employee's parents, spouse, domestic partner, or children, (including step or adopted); and
 - (ii) three (3) days for stepparents, grandchildren, brothers, sisters, grandparents, grandparents-in-law, parents-in-law, brothers-in-law, sisters-in-law, legal guardians/wards, or any other blood relatives residing in the employee's household.
- (b) If additional leave is needed due to extenuating circumstances or other deaths, the Elected Official/Department Head may approve the use of sick leave or other accumulated time, which shall not be unreasonably denied.
- (c) The County also agrees to follow the Family Bereavement Leave Act (820 ILCS 154). Any time used under subsections (a) and/or (b) shall count toward the time provided for under the Family Bereavement Leave Act.

Section 8.4 – Jury Duty

An employee called for jury duty or subpoenaed by a legislative judicial or administrative tribunal, shall be allowed time away from work with pay, except in matters of non-work-related

personal litigation. Upon receiving the sum paid for jury service or witness fees the employee shall submit the warrant or its equivalent to the Employer to be returned to the fund from which the original payroll warrant was drawn.

Section 8.5 – Paid Paternity or Maternity Leave

- (a) Effective upon execution of this Agreement, employees will receive one (1) week of paid leave for the birth or adoption of a new child(ren).
- (b) The one (1) week of paid leave must be taken immediately after the birth or adoption of a new child(ren).
- (c) The one (1) week of paid leave shall be designated as protected leave under the Family Medical Leave Act (“FMLA”) and shall count toward the amount of protected FMLA leave an employee is entitled to under FMLA.

ARTICLE IX – OTHER LEAVES

Section 9.1 – Military Leave

The Employers agree to follow all State and Federal law(s) regarding military leave.

Section 9.2 – Discretionary or General Leaves of Absence

Leave of absence without pay may be granted for the following reasons and purposes:

- (a) Illness of any employee properly certified by a physician chosen by the Employers and, if the Employers’ physician is unacceptable to the employee, then by a physician chosen by the employee. If the physician chosen by the employee is unacceptable to the Employers, then a third physician shall examine the employee who shall be chosen by the Employers. Each party will pay for their own physician.
- (b) Any reasonable request may be considered by the Employer.

Section 9.3 – Seniority During Leave

For purposes of seniority under this Article and other applicable Leave sections of this Agreement, if a Leave of Absence is granted with pay, the seniority of the employee involved shall accumulate during the period of such leave of absence. If the Leave of Absence is granted without pay, the seniority of the employee shall not accumulate unless as stated below or as authorized by the Employer pursuant to the Leave of Absence request. Employees on a Leave of Absence shall forfeit all seniority and accrued benefits under this Agreement after the limitation period set forth hereinafter. During the limitations contained herein for injury or sickness, the employee will be permitted to return to work, seniority permitting, upon being released by the Employer's doctor. During the period of leave, the Employer may request verification of continued disability by the employee's doctor and Employer's doctor every three (3) months.

Notwithstanding anything herein to the contrary in this Agreement, seniority will be maintained as follows:

- (a) Paid leave – indefinitely.

- (b) All other leaves – six (6) months.
- (c) Workers' Compensation – eighteen (18) months.
- (d) Non-work-related injury or illness – eighteen (18) months.

Vacation, holiday, and accrual of other benefits will only be paid to those employees who actually work or who use sick days in place of work.

Section 9.4 – Failure to Return from Leave of Absence

Failure to return from a Leave of Absence within two (2) working days after the expiration date thereof may be cause for discharge, unless it is impossible for the employee to so return, and evidence of such impossibility is presented to the Employer within two (2) working days after the expiration of the leave of absence or as soon as physically possible.

Section 9.5 – Paid Leave Donation

When an employee has exhausted all paid leave benefits and is on unpaid leave of absence, any bargaining unit employee who desires to donate up to one (1) week of their earned, unused vacation benefits under Section 11.1, shall complete a vacation donation authorization and file it with their department head, and the County Clerk. Any donation authorized shall be deducted from the employee(s) authorizing the donation and paid or credited to the employee on leave to allow for their salary continuation.

Where an employee has already used or scheduled all of the vacation earned or to be earned for the year, the Employer may donate to the employee on unpaid leave, any sick leave days in excess of thirty (30) days for which the employee would be eligible for payment Section 8.2(f), and such days shall be paid, or credited to the employee on leave to allow their salary continuation. Any salary continuation hereunder shall not convert the unpaid leave to paid leave or extend any leave to the absent employee under the Agreement.

ARTICLE X – NO STRIKE – NO LOCKOUT

During the term of this Agreement there shall be no strikes, work stoppages or slowdowns.

No lockout of employees shall be instituted by the Employer or their representatives during the term of this Agreement.

ARTICLE XI – VACATION

Section 11.1 – Accrual

An employee shall be granted vacation under the following schedule:

<u>Continuous Time Served</u>	<u>Vacation Time Earned</u>
After six (6) months and up to and including one (1) year	Five (5) days
After one (1) year and up to and including five (5) years	Ten (10) days
After five (5) years and up to and including ten (10) years	Fifteen (15) days
After ten (10) years and up to and including fifteen (15) years	Twenty (20) days
After fifteen (15) years and up to and including twenty (20) years	Twenty-five (25) days
After twenty (20) years	Thirty (30) days

Section 11.2 – Vacation Record

Employer shall keep a record of the individual employee’s accumulated vacation and will notify employee, upon request, of vacation time earned and used to date.

Section 11.3 – Vacation Upon Separation

Upon separation for any reason, the employee shall be paid for all accumulated vacation time.

Section 11.4 – Vacation Requests

Vacation requests shall be scheduled as authorized by the Employer, which shall not be unreasonably denied. Vacation time must be scheduled so that it may be taken no later than twenty-four (24) months after the anniversary date on which it was earned. Employees who have no more than three (3) weeks’ vacation may by mutual agreement with the Employer, receive pay in lieu of time off. If during the last five (5) months of the twenty-four (24) month period described above, vacation remains unused by an employee, then the Employer shall require an employee to take time off unless it is scheduled to be used by the employee before the end of the twenty-four (24) month period. Failure to use or schedule the unused vacation time before the end of the twenty-four (24) month period shall cause the employee to forfeit the same, unless the employee makes a reasonable request for vacation time, and it is denied.

Section 11.5 – Vacation Scheduled by Seniority

For a period beginning December 1st and ending December 31st of each year, Department/Office Seniority, as defined by Section 15.1(b), shall apply when employees submit in writing to the Employer their preference for vacation. Thereafter, vacation scheduling will be done on a first-come first-served basis. The Employer suggests vacation requests be made at least two (2) weeks in advance except when an occasional day is requested in which event one (1) days’ notice must be given.

No more than one (1) employee may be gone at a time from each Department without the express authorization of the Employer.

Section 11.6 – Part-Time Employee Vacation

- (a) After one (1) year of continuous work with the County, a part-time employee shall be given a pro rata amount of vacation based upon the number of hours worked

during the previous twelve (12) months divided by the total hours for a full-time employee in the same position.

- (b) The calculation for eligible benefits shall be based on the anniversary date of hire. Vacation, which is used by an employee in subsequent years, may be included for purposes of determining employee's pro rata vacation pay.

ARTICLE XII – HOLIDAYS

Section 12.1 – Working a Holiday

- (a) Employees who work the following holidays shall be paid time and one-half (1 ½) and holiday pay at their hourly rate or may be given the actual holiday off at straight time pay if operations permit.
- (b) Holidays shall be designated as follows:

Holiday	Observed Day
Christmas Eve	December 24 th
Christmas Day	December 25 th
New Year's Eve	December 31 st
New Year's Day	January 1 st
Martin Luther King Day	3 rd Monday in January
President's Day	3 rd Monday in February
Good Friday	Friday before Easter
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September
Columbus Day	2 nd Monday in October
Veterans Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	4 th Friday in November

- (b) Effective December 1, 2023, holidays shall be designated as follows:

Holiday	Observed Day
Christmas Eve	December 24 th
Christmas Day	December 25 th
New Year's Eve	December 31 st
New Year's Day	January 1 st
Martin Luther King Day	3 rd Monday in January
President's Day	3 rd Monday in February
Good Friday	Friday before Easter
Memorial Day	Last Monday in May
Juneteenth	June 19 th
Independence Day	July 4 th
Labor Day	1 st Monday in September
Columbus Day	2 nd Monday in October
Veterans Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	4 th Friday in November

- (c) When a holiday falls on a Sunday, the following Monday shall be observed as the holiday. When a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday. However:
- (i) when Christmas Day and New Year's Day fall on a Saturday, Christmas Eve and New Year's Eve Day shall be observed on preceding Thursday and Christmas Day and New Year's Day shall be observed on preceding Friday;
 - (ii) when Christmas Day and New Year's Day fall on a Sunday, Christmas Eve and New Year's Eve Day shall be observed on the preceding Friday and Christmas Day and New Year's Day shall be observed on the following Monday; and
 - (iii) when Christmas Eve and New Year's Eve fall on a Sunday, the following Monday shall be observed as Christmas Eve and New Year's Eve and the following Tuesday shall be observed as Christmas Day and New Year's Day.
- (d) Employees scheduled to work a holiday shall be given as much advance notice as practical.
- (e) Upon separation for any reason, the employee shall be paid for all accrued holidays.

Section 12.2 – Eligibility

In order to receive holiday pay, an employee must work the last scheduled day before, and the first scheduled day after the holiday unless such employee is on a personal day, vacation leave, compensatory time, bereavement leave, pre-scheduled sick leave, or medical emergency..

ARTICLE XIII – INSURANCE

Section 13.1 – Health Insurance

Employees shall pay thirty percent (30.00%) of the health insurance premiums for single, member plus one, or member plus two to be deducted in equal amounts each pay period.

The County reserves the right to initiate cost containment plans such as PPO's or other similar types of cost saving programs so long as it does not substantially change the benefits given to the employees.

If the County is required to change any of the benefits currently being offered to the Union, then they will agree to sit down and discuss the same with the Union prior to implementation.

The Employer agrees to maintain the Internal Revenue Service Section 125 Plan to allow employees to pay their health care costs and childcare costs through this plan as provided for by the Internal Revenue Service Regulations.

Section 13.2 – Insurance Committee

A joint Health Insurance Committee shall be formed and be comprised of the following persons who accept invitation to participate:

- (a) A representative from the Circuit Clerk's Office Union employees;
- (b) A representative from the Courthouse Union employees;
- (c) A representative from the County Nursing Home employees;
- (d) A representative from the Sheriff's Office Union employees represented by AFSCME;
- (e) A representative from the Sheriff's Office Union employees represented by the Illinois Fraternal Order of Police Labor Council;
- (f) A representative from the Highway Department Union employees; and
- (g) A representative from non-union employees.
- (h) Seven (7) representatives or an equal number of Employer representatives from the County Board including the County Clerk.

This Committee shall be empowered to research and analyze the existing coverage and benefits, as well as available plans, to recommend possible changes to the existing plan; additions to the existing plan; changes in insurance providers, and/or other cost containment measures. The Committee shall only make recommendations to modify the existing plan; change plans; and/or make cost containment measures with a majority vote of the Committee. The Fulton County Board shall have the final authority to approve or disapprove such recommendations of the Health Insurance Committee.

Section 13.3 – Illinois Municipal Retirement Fund

Further, the Employer agrees to pay the Employer's share of the IMRF contributions required for each employee.

Section 13.4 – Retiree Health Insurance

(a) Employees Hired Prior to December 1, 2023

Employees who have become entitled to a pension under the provisions of Illinois Municipal Retirement Fund (IMRF) and have at least ten (10) years of service with Fulton County at the time of retirement, shall be eligible to have the County pay the amount of the applicable premium for such insurance until the retiree and their spouse have attained the age of sixty-five (65) years.

Upon attaining the age of sixty-five (65) years, or such other age as Congress may subsequently determine for Medicare, this coverage shall terminate, and the retired employee shall make application to Medicare or its successor program. The County shall offer Medicare supplemental insurance through the County's group insurance carrier. Retirees who elect to buy Medicare supplemental insurance through the County shall pay the same percentage as those retirees under the age of sixty-five (65) years.

(b) Employees Hired After November 30, 2023

- (i)* Employees who have reached the minimum retirement age under the provisions of Illinois Municipal Retirement Fund (IMRF) and have at least twenty (20) years of service with Fulton County at the time of retirement, shall be eligible to have the County pay the applicable percentage of the premium for insurance for the retiree and their spouse at the time of retirement, if any, until the retiree has attained the age of sixty-five (65) years. The retiree shall be responsible for one hundred percent (100%) of the premium for any other dependents.
- (ii)* Upon attaining the age of sixty-five (65) years, or such other age as Congress may subsequently determine for Medicare, this coverage shall terminate, and the retired employee shall make application to Medicare or its successor program. The County shall offer Medicare supplemental insurance through the County's group insurance carrier. Retirees who elect to buy Medicare supplemental insurance through the County shall pay the same percentage as those retirees under the age of sixty-five (65) years based upon the retiree's years of service with Fulton County.
- (iii)* The retiree shall be responsible for sixty-seven percent (67%) of the premium for the person who was their spouse at the time of retirement, if any, until said spouse has attained the age of sixty-five (65) years.
- (iv)* Once said spouse, if any, has attained the age of sixty-five (65) years, the County shall pay the applicable percentage of the premium based upon the

retiree's years of service with Fulton County. The retiree shall be responsible for one hundred percent (100%) of the premium for any other dependents.

- (vii) The applicable percentages of the premiums for employees hired after November 30, 2023 to be paid by the County are attached to this Agreement as Appendix B.

(c) Premiums

Employee Premiums shall continue to be set by the Fulton County Board on a yearly basis.

ARTICLE XIV – GENERAL PROVISIONS

Section 14.1 – Bulletin Boards

The Employer agrees to provide one (1) bulletin board for the exclusive use of the Union. The board shall not be less than 24” x 24” in size and shall be easily accessible to all employees.

Section 14.2 – Mileage Allowance

If an employee is required to use their personal vehicle for work, they will receive mileage at the current rate at the time of the travel as established by the Internal Revenue Service.

Section 14.3 – Health and Safety

When both the Employer and the Union agree to the existence of an unsafe or unhealthy working condition, the Employer shall attempt to correct it within a reasonable time utilizing existing budget funds. If no budget funds are then available, the Employer may make provisions for such corrections in its next budget.

Section 14.4 – Labor/Management Committee Meetings

For the purpose of maintaining communications between labor and management, the Employer will meet with the employees, upon their request, once every three (3) months to discuss and resolve matters of mutual concern. The party requesting the meeting shall provide the other party with a list of items to be discussed at the meeting. The meetings shall be limited to no longer than two (2) hours and no more than five (5) Union employees shall participate in the meeting.

Section 14.5 – Time Off for Union Activities

Accumulated time off permitting, local Union representatives shall be allowed time off for legitimate Union business meetings provided such representatives shall give notice to their supervisor of such absence. Such time off shall not be detrimental in any way to employee's record.

Section 14.6 – Job Description

Each employee will be provided with a copy of their job description as prepared by the Employer which may be unilaterally changed from time-to-time as operational needs dictate.

Section 14.7 – Union Activity During Working Hours

Provided it does not unreasonably interfere with the operation of the Employer and the duties of the employee, an employee shall, after giving appropriate notice to their supervisor, be allowed reasonable time off with pay during regularly scheduled working hours to attend meetings which may arise as a result of this Agreement, or the employee is entitled or required to attend. An employee shall not be paid any wages to attend any meetings that are scheduled outside of their regularly scheduled working hours.

Section 14.8 – Rate of Pay

Any time off with pay provided for under this Article shall be at the employee’s regular rate of pay as though the employee was working their regularly scheduled working hours.

Section 14.9 – Time Off for Union Activities

Local Union representatives shall be allowed time off for legitimate Union business meetings provided such representative/employee has accumulated leave available and shall give advance notice to their supervisor. Such time off shall not be detrimental in any way to the employee’s record.

Section 14.10 – Vacancies

The Employer will post on all department bulletin boards any bargaining unit vacancies in any County Office/Department for five (5) working days prior to advertising vacancies to the general public. Employees may apply for such vacancies.

The Employer will choose the most qualified applicant for the job from all sources and consider all traditional factors in determining applicants’ qualifications. Only those employees in the office where the vacancy exists who apply for the vacancy will be able to grieve the employer’s decision of the most qualified applicant.

ARTICLE XV – SENIORITY

Section 15.1 – Definition

(a) Countywide Seniority

Countywide Seniority shall be defined as an employee’s date of hire with the County based upon the most recent period of continuous service with the County.

(b) Office/Department Seniority

Office/Department Seniority shall be defined as an employee’s date of hire with their current Department/Office based upon the most recent period of continuous service in that Department/Office.

(c) Seniority-Based Benefits

- (i)* An employee’s vacation accrual rate under Section 11.1 shall be determined by the employee’s Countywide Seniority.

- (ii) An employee's wage rate within any grade shall be determined based upon the employee's Countywide Seniority.
- (iii) Vacation Selection pursuant to Section 11.5 of this Agreement shall be by Office/Department Seniority.

Section 15.2 – Probationary Employee

An employee is a probationary employee for their first six (6) months of employment. No matter concerning the discipline, layoff or termination of a probationary employee shall be subject to the grievance and arbitration procedures. At the request of the Union, however, the Employer, through a designated representative, shall discuss the termination of the probationary employee with the Union, provided the request is made within seventy-two (72) hours following the termination.

A probationary employee shall have no seniority, except as otherwise provided in this Agreement, until they have completed the probationary period. Upon the completion of the probationary period, the employee will acquire seniority from their date of hire.

Section 15.3 – Termination

Seniority shall be terminated, and employee status will be lost when an employee:

- (a) voluntarily resigns;
- (b) is discharged;
- (c) is laid off for a period of two (2) years; and/or
- (d) leaves of absence for more than six (6) months.

Section 15.4 – Seniority Lists

The Employer shall keep an updated seniority list. The list shall contain employee's name listed by Department/Office with the employee's Countywide Seniority and Department/Office Seniority. Such list shall be posted on all Union Bulletin Boards. The seniority list shall be updated every three (3) months.

ARTICLE XVI – LAYOFF AND RECALL

Section 16.1 – Layoff Procedures

- (a) Layoffs within a department or office shall be by Countywide seniority.
- (b) Part-time employees shall be laid off according to their total accumulated hours of service provided the part-time employee is willing to work full-time, if required by the Employer.
- (c) Employees in the appropriate layoff unit shall be laid off in inverse order of Countywide seniority after having received thirty (30) calendar days' written notice.

Section 16.2 – Recall

- (a) When a vacancy occurs within a position covered by this Agreement, affected employees shall be recalled in accordance with their Countywide seniority by department/office.
- (b) An employee laid off shall retain and accumulate seniority and continuous service during such layoff for a period equal to twenty-four (24) months.
- (c) Employees who are eligible for recall shall be given ten (10) calendar days' notice of recall.
- (d) Notice of recall shall be sent to the employee by certified mail, return receipt requested to the employee at the employee's last known address with a copy via regular mail to the Union. It is the employee's obligation and responsibility to provide a current mailing address to the Employer. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, the mailing address provided by the employee.

ARTICLE XVII – PAST PRACTICE

Excepting policy to administer this Agreement, the Employer agrees that during the period of this Agreement, it shall not unilaterally change any past practices enjoyed by members of the bargaining unit and management.

When past practice conflicts with the express terms of this contract, the contract shall prevail. The absence of any contractual language in this Agreement, which was formerly included in the previous agreements, shall not be deemed a past practice.

ARTICLE XVIII – WAGES

Section 18.1 – Wage Schedule

Employees shall be compensated in accordance with the wage schedule attached to this Agreement marked Appendix A. The attached wage schedule shall be considered a part of this Agreement. Wages shall be retroactive to December 1, 2022, for all employees who are on the Employer's payroll record as of the execution date of this Agreement.

Section 18.2 – Payday

- (a) Currently, employees are paid on the last day of the pay period. Up through the pay period ending on Friday, November 10, 2023, employees shall be paid on the last day of the pay period.
- (b) Following the pay period ending on Friday, November 10, 2023, there will be a seven (7) day pay period beginning on Saturday, November 11, 2023 and ending on Friday, November 17, 2023. The payday for that seven (7) day period will be Friday, November 24, 2023.

- (c) Due to the impact of the shortened pay period, employees shall receive an additional one (1) week of pay at their then current hourly rate in the Friday, November 24, 2023 paycheck.
- (d) Following the seven (7) day work period in 7.5(b), the pay period shall be fourteen (14) days with the payday on the Friday following the end of the pay period.

Section 18.3 – Shift Differential

Those employees who work a majority of their hours between 3:00 P.M. and 10:00 P.M. will be given a shift differential of fifty cents (\$0.50) per hour in addition to their regular hourly rate effective.

Section 18.4 – Lead Appraiser

When the Supervisor of Assessments designates one of their employees as Lead Appraiser, the employee so designated shall be paid seventy-five cents (\$0.75) per hour in addition to their regular hourly rate.

ARTICLE XIX – SAVINGS CLAUSE

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any court of competent jurisdiction or under any applicable Federal or State law, such decision shall apply only to the specific Article, Section or portion thereof specified. Upon issuance of the applicable law or decision, the Employer and the Union agree to immediately negotiate a substitute for the invalidated Article, Section, or portion thereof.

ARTICLE XX – UNION RIGHTS

Section 20.1 – Deductions

The Employer shall honor employees' individually authorized deduction forms and shall make such deductions in the amounts certified by the Union for union dues, assessments, or fees; Union sponsored benefit programs and PEOPLE contributions. Authorized deductions shall be irrevocable except in accordance with the terms under which an employee voluntarily authorized said deductions.

Request for any of the above deductions shall be made on a form(s) supplied by the Union. Deductions shall be remitted monthly to the Union at the address designated in writing to the Employer by the Union.

Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with law. The aggregate deductions of all Employees and a list of their names and the last four (4) digits of employees' social security numbers shall be remitted semimonthly to the Union at the address/electronic mail designated in writing to the Employer by the Union. The list shall be provided by electronic mail in a format compatible with Microsoft Excel. The Union shall advise the Employer of any increase in dues or other approved deductions in writing at least fifteen (15) days prior to its effective date.

The Employer shall honor employees' individually authorized deductions. Authorized deductions shall be irrevocable except in accordance with the terms under which an employee voluntarily authorized said deduction.

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 unless required to do so by law, or so directed by an arbitrator, a court of competent jurisdiction, or upon request of the Union.

All inquiries about union membership shall be referred to the Union. If any bargaining unit member requests a change in membership/dues status, the bargaining unit employee will be directed to the Union.

The union may communicate information about the Janus v. AFSCME case to bargaining unit members.

Section 20.2 – Indemnification

The Union shall indemnify, defend, and hold the Employer harmless against any claim, demand, suit, or liability arising from any action taken by the Employer in complying with this Article.

Section 20.3 – Availability of Cards

The Employer shall make available Union deduction cards to employees. Such cards shall be supplied by the Union.

Section 20.4 – Information Provided to Union

Each month, the County shall furnish Council 31 and the Local Union President with a seniority roster of all bargaining unit employees including job titles, department, job status and home address. The information shall be provided by electronic mail in a format compatible with Microsoft Excel.

Section 20.5 – Information Provided to Employer

On or before January 1st of each year, the Union shall furnish the Employer with names and addresses for all Union Representatives and Union Stewards.

Section 20.6 – Union Orientations

Each newly hired bargaining unit Employee shall, during the Employee's first or second day of employment, be scheduled at a time mutually agreeable to the parties for an orientation which shall be provided by the Union. The Union orientation period shall be thirty (30) minutes and shall take place during the Employee's regular working hours.

Section 20.7 – Employee Privacy

The Employers will not supply information in response to third party Freedom of Information Act (“FOIA”) requests, or similar such requests, which is “private information” exempt from required disclosure under FOIA.

Section 20.8 – Third-Party Notifications

The Employer commits to notify the Union of any such third-party requests for information within twenty-four (24) hours of receiving such requests. The Employer will prohibit the use of its email system by outside entities for the purpose of discouraging union membership.

ARTICLE XXI – DRUG POLICY

The Union and Employer agree to the establishment of a Drug Policy. The parties will sit down after the execution of this Agreement to discuss language for implementation within sixty (60) days after execution of this Agreement. The parties understand that the Employer is not surrendering what they believe to be a right to unilaterally implement a Drug Policy.

The parties agree that the Policy will be based upon a “reasonable suspicion” standard and that random testing will only be permitted in the event an employee tests positive for drugs and/or alcohol and the Employer decides to retain that employee, or if the employee tests positive under the voluntary treatment plan provided for in the Policy. The treatment of the employee drug or alcohol problem will be at the expense of the employee. The cost of the initial test for drugs or alcohol will be at the expense of the Employer and the confirmatory test will be paid by the Employer only if it turns out negative, otherwise it will be paid for by the employee.

All employees of the Sheriff’s Office shall be subject to random testing in accordance with the testing policy applicable to sworn deputies.

ARTICLE XXII – DURATION

This Agreement shall be in full force and effect from December 1, 2022 through November 30, 2026 and shall remain in full force and effect from year-to-year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least one hundred eighty (180) days prior to the date of expiration.

It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least one hundred eighty (180) days prior to November 30, 2026, or November 30th of any subsequent contract year, advising that such party desires to continue this Agreement but also desires to revise or change terms and conditions of such Agreement.

Executed this _____ day of _____, 2023.

APPENDIX A – WAGE SCHEDULES

Pay Grades

Pay Grade	Grade 1	Grade 2	Grade 3	Grade 4
Assessor's Office			Computer Clerk	Appraisers Board of Review Lead Appraiser Mapping Supervisor Secretary/Property Transfer Clerk
County Clerk's Office			Deputy Clerk/Vital Records Deputy Elections Clerk Deputy Recorder	Accts. Payable/Ins/Tax Clerk Chief Clerical Records Chief Deputy Clerk Chief Deputy Recorder Chief Elections Clerk
Planning & Zoning		Planning & Zoning Secretary Janitor		
Sheriff's Office	Switchboard			Administrative Assistant Civil Process Clerk Maintenance Engineer Payroll Clerk
State's Attorney's Office			Legal Secretary Deputy Clerk	Administrative Assistant Chief Deputy Treasurer Payroll Clerk Tax Clerk
Treasurer's Office				

Current employees in higher pay grades than their job classification shall be grandfathered into that higher grade so long as they remain in that job classification.

Fulton County, Fulton County Sheriff, State's Attorney, County Clerk, Treasurer, Assessments,
 Planning and Zoning, AFSCME Council 31 – Courthouse CBA

Grade 1

Years of Service	Current	12/1/22 4.00%	12/1/23 2.75%	12/1/24 2.75%	12/1/25 3.25%
Start	\$14.23	\$14.80	\$15.21	\$15.62	\$16.13
After 1 Year	\$14.84	\$15.43	\$15.86	\$16.29	\$16.82
After 3 Years	\$15.48	\$16.10	\$16.54	\$17.00	\$17.55
After 5 Years	\$16.14	\$16.79	\$17.25	\$17.72	\$18.30
After 7 Years	\$16.77	\$17.44	\$17.92	\$18.41	\$19.01
After 9 Years	\$17.41	\$18.11	\$18.60	\$19.12	\$19.74
After 12 Years	\$18.06	\$18.78	\$19.30	\$19.83	\$20.47
After 16 Years	\$18.69	\$19.44	\$19.97	\$20.52	\$21.19
After 20 Years	\$19.33	\$20.10	\$20.66	\$21.22	\$21.91
After 22 Years	\$20.19	\$21.00	\$21.58	\$22.17	\$22.89
After 26 Years			\$22.01	\$22.61	\$23.35

Grade 2

Years of Service	Current	12/1/22 4.00%	12/1/23 2.75%	12/1/24 2.75%	12/1/25 3.25%
Start	\$15.94	\$16.58	\$17.03	\$17.50	\$18.07
After 1 Year	\$16.68	\$17.35	\$17.82	\$18.31	\$18.91
After 3 Years	\$17.41	\$18.11	\$18.60	\$19.12	\$19.74
After 5 Years	\$18.19	\$18.92	\$19.44	\$19.97	\$20.62
After 7 Years	\$18.95	\$19.71	\$20.25	\$20.81	\$21.48
After 9 Years	\$19.68	\$20.47	\$21.03	\$21.61	\$22.31
After 12 Years	\$20.45	\$21.27	\$21.85	\$22.45	\$23.18
After 16 Years	\$21.27	\$22.12	\$22.73	\$23.35	\$24.11
After 20 Years	\$22.15	\$23.04	\$23.67	\$24.32	\$25.11
After 22 Years	\$23.10	\$24.02	\$24.68	\$25.36	\$26.19
After 26 Years			\$25.18	\$25.87	\$26.71

Fulton County, Fulton County Sheriff, State's Attorney, County Clerk, Treasurer, Assessments,
 Planning and Zoning, AFSCME Council 31 – Courthouse CBA

Grade 3

Years of Service	Current	12/1/22 4.00%	12/1/23 2.75%	12/1/24 2.75%	12/1/25 3.25%
Start	\$17.77	\$18.48	\$18.99	\$19.51	\$20.15
After 1 Year	\$18.67	\$19.42	\$19.95	\$20.50	\$21.17
After 3 Years	\$19.57	\$20.35	\$20.91	\$21.49	\$22.19
After 5 Years	\$20.45	\$21.27	\$21.85	\$22.45	\$23.18
After 7 Years	\$21.41	\$22.27	\$22.88	\$23.51	\$24.27
After 9 Years	\$22.48	\$23.38	\$24.02	\$24.68	\$25.48
After 12 Years	\$23.51	\$24.45	\$25.12	\$25.81	\$26.65
After 16 Years	\$24.56	\$25.54	\$26.24	\$26.97	\$27.84
After 20 Years	\$25.57	\$26.59	\$27.32	\$28.08	\$28.99
After 22 Years	\$26.57	\$27.63	\$28.39	\$29.17	\$30.12
After 26 Years			\$28.96	\$29.76	\$30.72

Grade 4

Years of Service	Current	12/1/22 4.00%	12/1/23 2.75%	12/1/24 2.75%	12/1/25 3.25%
Start	\$19.68	\$20.47	\$21.03	\$21.61	\$22.31
After 1 Year	\$20.72	\$21.55	\$22.14	\$22.75	\$23.49
After 3 Years	\$21.87	\$22.74	\$23.37	\$24.01	\$24.79
After 5 Years	\$23.05	\$23.97	\$24.63	\$25.31	\$26.13
After 7 Years	\$24.27	\$25.24	\$25.93	\$26.65	\$27.51
After 9 Years	\$25.44	\$26.46	\$27.19	\$27.93	\$28.84
After 12 Years	\$26.67	\$27.74	\$28.50	\$29.28	\$30.24
After 16 Years	\$27.88	\$29.00	\$29.79	\$30.61	\$31.61
After 20 Years	\$29.12	\$30.28	\$31.12	\$31.97	\$33.01
After 22 Years	\$30.24	\$31.45	\$32.31	\$33.20	\$34.28
After 26 Years			\$32.96	\$33.87	\$34.97

APPENDIX B – PAID RETIREE HEALTH INSURANCE PREMIUM FOR EMPLOYEES HIRED AFTER NOVEMBER 30,

2023

IMRF Tier	Age at Retirement	Years of Service with Fulton County at Age of Retirement	Percentage of Premium Paid by County			Percentage of Premium Paid by the Retiree		
			Retiree	Spouse	Other Dependents	Retiree	Spouse	Other Dependents
Tier 1	55-64	30+	67%	33%	0%	33%	67%	100%
			50%			50%		
			33%			67%		
Tier 2	62-64	30+	67%	33%	0%	33%	67%	100%
			50%			50%		
			33%			67%		
Retirees Over Age 65								
Medicare Supplement		30+	67%	67%	0%	33%	33%	100%
			50%			50%		
			33%			67%		
Retirees Over Age 65								
Medicare Supplement		25 - 29	50%	50%	0%	50%	50%	100%
			33%			33%		
			33%			67%		
Retirees Over Age 65								
Medicare Supplement		20 - 24	33%	33%	0%	67%	67%	100%
			50%			50%		
			33%			67%		

SIGNATURE PAGE

FULTON COUNTY BOARD:

John Spangler

12/21/2023
Date

AFSCME, COUNCIL 31:

[Signature]

11/29/2023
Date

LOCAL 3433 BARGAINING COMMITTEE:

MaryEllen Connors

11/29/23 Renee Shuckey
Date

12-4-23

[Signature]

12-4-23 Cindy Shubert
Date

12-4-23

12-4-23 Matthew Beckman
Date

12-4-23

12-4-23 Kimberly Mosperoy
Date

12-4-23

12-4-23 Trudy Williams
Date

12-4-23

FULTON COUNTY TREASURER:

Stack Mayall

12/4/23
Date

FULTON COUNTY SHERIFF:

Joe Webb

12/1/23
Date

FULTON COUNTY CLERK:

Paul J. Obin Under Protest

12/4/23
Date

FULTON COUNTY STATE'S ATTORNEY:

[Signature]

12-4-23
Date