

COLLECTIVE BARGAINING AGREEMENT

Between

**COUNTY OF WILLIAMSON AND
WILLIAMSON COUNTY SHERIFF**

And

**AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES
AFL-CIO, COUNCIL 31,
LOCAL NO. 3369**

For

**WILLIAMSON COUNTY SHERIFF'S OFFICE
CORRECTIONS OFFICERS, BAILIFFS, COURT SECURITY
OFFICERS, JAIL COOKS
AND
SHERIFF'S CLERK
BARGAINING UNIT**

December 1, 2016 thru November 30, 2021

TABLE OF CONTENTS

	PREAMBLE	1
ARTICLE I	RECOGNITION AND REPRESENTATION	1
ARTICLE II	NON-DISCRIMINATION	3
ARTICLE III	UNION SECURITY AND RIGHTS	4
ARTICLE IV	MANAGEMENT RIGHTS	7
ARTICLE V	SUBCONTRACTING	9
ARTICLE VI	DISCIPLINE AND DISCHARGE	10
ARTICLE VII	GRIEVANCE PROCEDURE	12
ARTICLE VIII	NO STRIKE-NO LOCKOUT	16
ARTICLE IX	SENIORITY, LAYOFF AND RECALL	16
ARTICLE X	HOURS OF WORK AND OVERTIME	21
ARTICLE XI	HOLIDAYS	26
ARTICLE XII	COMP HOURS	29
ARTICLE XIII	VACATIONS	29
ARTICLE XIV	SICK LEAVE	33
ARTICLE XV	OTHER LEAVES OF ABSENCE	35
ARTICLE XVI	WAGES AND ALLOWANCES	39
ARTICLE XVII	INSURANCE	41
ARTICLE XVIII	LABOR MANAGEMENT/SAFETY COMMITTEE	44
ARTICLE XIX	GENERAL PROVISIONS	45
ARTICLE XX	IMPASSE RESOLUTION	49
ARTICLE XXI	SAVINGS CLAUSE	50
ARTICLE XXII	ENTIRE AGREEMENT	50
ARTICLE XXIII	TERMINATION	50
APPENDIX A	WAGE SCHEDULE	52
APPENDIX B		53
APPENDIX C		54
	SIGNATURE PAGE	55

PREAMBLE

This AGREEMENT is made and entered into by and between the BOARD OF COUNTY COMMISSIONERS OF WILLIAMSON COUNTY, and the SHERIFF OF WILLIAMSON COUNTY (hereinafter collectively referred to as the "County" or the "Employer") and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, COUNCIL NO. 31, LOCAL NO. 3369 (hereinafter referred to as the "Union").

This Agreement is entered into in recognition of the Union's status as the exclusive collective bargaining representative of the County's employees included in the bargaining unit defined in Section 1.1 of this Agreement, and has as its basic purpose the promotion of harmonious relations between the Employer and the Union; to encourage and improve efficiency and productivity; to prevent interruptions of work and interference with the operations of the County; the establishment of an equitable and peaceful procedure for the resolution of grievances as provided herein; and the establishment of an entire agreement covering all rates of pay, hours of work and conditions of employment applicable to bargaining unit employees during the term of this Agreement.

Therefore, in consideration of the mutual promises and covenants contained in this Agreement, the parties hereto do mutually promise and agree as follows:

ARTICLE I

RECOGNITION AND REPRESENTATION

Section 1.1. Recognition

The County recognizes the Union as the sole and exclusive bargaining representative for all full-time non-sworn Correctional Officers, Correctional Sergeants, (including Part-Time Correctional Officer) and Correctional Officers/Bailiffs, Court Security Officers, Jail Cooks, and Clerks as certified in ISLRB Case No. S-VR-87-2, S-UC-96-2 and S-RC-95-44. Excluded from the bargaining unit are all other employees, including but not limited to the Chief jail administrator, assistant jail administrator, matrons, secretaries, Sheriff's deputies and dispatchers; all non-Sheriff's Department employees; all temporary employees; all Sheriff's police auxiliary employees; and all other managerial, supervisory, confidential, professional, and short-term employees, as defined by the Illinois Public Labor Relations Act. The word "employee" as used in this Agreement shall mean only a person included within the bargaining unit as defined in this Section 1.1, unless in the context of the language concerned, a different meaning is clearly apparent.

Section 1.2. Classifications Not Guaranteed

The classifications or job titles used by the County are for descriptive purposes only. Their use is neither an indication nor a guarantee that these classifications or titles will continue to be utilized by the Employer.

Section 1.3. New Classifications

The Employer shall promptly notify the Union of its decision to implement any new classifications pertaining to work of a nature performed by employees in the bargaining unit. If the new classification is a successor title to a classification covered by the Agreement and the job duties are not significantly altered or changed, the new classification shall automatically become a part of this Agreement.

If the new classification contains a significant part of the work now being done by any of the classifications covered by this Agreement, or whose functions are similar to employees in this bargaining unit, and the Union notifies the Employer of a desire to meet within ten (10) working days (i.e., days the County's administrative offices are open) of its receipt of the Employer's notice, the parties will then meet to review the proposed classification. If the parties are unable to reach agreement as to its inclusion or exclusion from the unit, the Employer shall be free to implement its decision and the Union shall be free to challenge that decision before the Illinois State Labor Relations Board.

If the inclusion of the proposed classification is agreed to by the parties or found appropriate under the Illinois Public Labor Relations Act, the parties shall then negotiate as to the proper pay grade for the classification, with the County free to assign a temporary pay grade pending resolution of negotiations. Article VIII (No Strike-No Lockout) shall continue in effect during these negotiations. If the parties are unable to agree on the pay grade, the impasse resolution procedures of Article XIX shall apply to the resolution of any bargaining impasse. If the parties mutually agree, or if an interest arbitrator determines, that the pay grade for the new classification should be higher than what was set by the County, then any resultant pay increase shall be made retroactive to the date the new classification was filled.

Section 1.4. Bailiff Position

The County agrees that the Bailiff assignment will be performed by bargaining unit personnel whenever possible and that assignment of the work to bargaining unit members would not cause undue hardship or unsafe working conditions within the Jail. The County further agrees that if at some later date the Sheriff wishes to make a permanent Bailiff position the opening will be filled from the bargaining unit.

Section 1.5. Integrity of the Bargaining Unit

The Union acknowledges and agrees that supervisors, matrons and part-time employees have in the past and will in the future continue to perform bargaining unit work. In addition, Williamson County Sheriff's Police Auxilliary will be allowed to go through periodic training and orientation rotations in the jail; however, they will not be used to replace bargaining unit personnel during such rotations. The County agrees, however, that assignment of bargaining unit work to such non-unit employees will not be done to such an extent or in such a manner as to cause the lay-off of any employee in the bargaining unit.

Section 1.6. Duty of Fair Representation

The Union agrees to fulfill its duty to fairly represent all employees in the bargaining unit regardless of Union membership. The Union further agrees to indemnify and hold harmless the County from any and all liability, including monetary damages, and for all legal costs resulting from any failure on the part of the Union to fulfill its duty of fair representation.

ARTICLE II

NON-DISCRIMINATION

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 such employees because of lawful Union membership or non-membership activity or status.

In accordance with applicable law, neither the County nor the Union shall illegally discriminate against any employee covered by this Agreement because of race, sex, creed, religion, color, marital or parental status, age, national origin, or Union membership. Any employee who has a claim under this Article may bring it under the grievance procedure if he elects to sign a waiver of his right to also process the same claim under state or federal law, and he may, in the alternative, elect to pursue his claim under state or federal law, but such election will operate as a waiver of any right that he or the Union has to utilize the grievance and arbitration procedure to pursue the same claim.

ARTICLE III

UNION SECURITY AND RIGHTS

Section 3.1. Dues Checkoff

While this Agreement is in effect, the County will deduct from each employee's paycheck once each pay period the uniform, regular semi-monthly Union dues for each employee in the bargaining unit who has filed with the County a lawful, voluntary, effective checkoff authorization form. Checkoff authorization forms shall be supplied by the Union. The County will honor all executed checkoff authorization forms received not later than ten (10) working days (i.e. days the County's administration offices are open) prior to the next deduction date (i.e., date of the employee's paycheck). If a conflict exists between the checkoff authorization form and this Article, the terms of this Article and Agreement control. An employee may also have Union assessments, fees, Union-sponsored benefit programs, and P.E.O.P.L.E. contributions deducted by requesting such deductions on a form agreed to by the parties.

Total deductions collected for each pay period shall be remitted semi-monthly by the County to the Union, together with a list of employees for whom deductions have been made. Dues deducted shall be sent to the official address designated in writing to the Employer by the Union. The Union agrees to refund to the employee any amounts paid to the Union in error on account of this dues deduction provision.

A Union member desiring to revoke the dues checkoff may do so at any time with thirty (30) calendar day's notice to the County and the Union. Dues shall be withheld and remitted to the Union unless or until such time as the County receives a notice of revocation of dues checkoff from an employee, or notice of an employee's death, transfer from covered employment, termination of covered employment, or when there are insufficient funds available in the employee's earnings after withholding all other legal and required deductions. Information concerning dues not deducted under this Article shall be forwarded to the Union, and this action will discharge the County's only responsibility with regard to such cases. Deductions shall cease at such time as a strike or work stoppage occurs in violation of Article VIII (No Strike-No Lockout).

The actual dues amount to be deducted shall be certified in writing to the County by the Union, and shall be uniform in dollar amount for each employee in order to ease the Employer's burden of administering this provision. The Union will give the County thirty (30) calendar days' notice of any such change in the amount of uniform dues to be deducted.

Section 3.2. Fair Share

- (a) During the term of this Agreement, employees who are not members of the Union shall, upon their date of hire, pay a fair share fee to the Union for

collective bargaining and contract administration services rendered by the Union as the exclusive representative of the employees covered by this Agreement, provided that the fair share fee shall not exceed the dues attributable to being a member of the Union. Such fair share fees shall be deducted by the County from the earnings of non-members and remitted to the Union with the same frequency and in the same manner as dues are deducted for Union members. The Union will provide the Sheriff with membership and PEOPLE cards which will be given to all new bargaining unit employees when hired.

- (b) The Union agrees to assume full responsibility to insure full compliance with the requirements laid down by the United States Supreme Court in such cases as Chicago Teachers Union v. Hudson, 105 U.S. 1066 (1986), with respect to the constitutional rights of fair share fee payors as well as all applicable provisions of the Illinois Public Labor Relations Act and rules and regulations promulgated thereunder relating to fair share fees. It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the Union with respect to fair share fee payors shall not be subject to the grievance and arbitration procedure set forth in this Agreement.
- (c) Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall direct the Union to pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Union. If the affected non-member and the Union are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois State Labor Relations Board and the payment shall be made to said organization.

Section 3.3. Union Indemnification

The Union shall indemnify, defend and hold harmless the Employer and its officials, representatives and agents against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the Employer in complying with the provisions of this Article, or in reliance on any list, notice, certification or assignment furnished under Sections 3.1 and 3.2. If an improper dues or fair share deduction is made, the Union shall refund directly to the employee any such amount.

Section 3.4. Bulletin Boards

The County will make available bulletin boards and/or bulletin board space for the posting of official Union notices at each work location which are not political, partisan, or defamatory in nature. The precise location of bulletin boards will be subject to approval of the Employer. This bulletin board space shall be for the sole and exclusive use of

the Union, whose officers will be responsible for maintaining same in a neat and orderly fashion. The Union will limit the posting of Union notices on County premises to these Union bulletin boards.

Bulletin boards shall be placed in the courthouse, breakrooms and booking control.

Section 3.5. Distribution of Union Literature

During a bargaining unit employee's non-work hours, he shall be permitted to distribute to other bargaining unit employees during their non-work hours Union literature related to the Union's functions as the exclusive bargaining representative for employees covered by this Agreement. With specific prior approval of the Employer, one (1) bargaining unit employee may be allowed a limited amount of time (no more than ten (10) minutes) at shift change time to pass out Union literature to other bargaining unit employees, provided that such literature is directly related to the administration of this Agreement.

Section 3.6. Information to the Union

Within a reasonable time following a written request by the Union President and/or his designee, the County shall provide the Union with reasonable access to existing information, pursuant to the Illinois Public Employees Labor Relations Act, which relates directly to the Union's function as the exclusive bargaining representative for the employees covered by this Agreement. Nothing in this section shall be construed to require the County to create information not in existence, or to provide information that is privileged or exempt from disclosure.

Section 3.7. Union Officers and Other Representatives

For purposes of this Agreement, the term "Union Officers" shall refer to the Local Union's duly elected President, Vice-President, Secretary and Treasurer. The Union

will maintain (and keep current) with the Employer a complete written list of its Officers, non-employee staff representatives and other agents (including their addresses and telephone numbers) who will deal with the County.

Section 3.8. Union Activity and Access to Premises

The Union agrees that it will not solicit Union membership or, except as otherwise specified in this Article, carry on other Union activities at the County during the work time of any employee involved or carry on such activities in the non-public work areas

of County premises at any time or in any manner as to interfere with the efficient operation of the County.

The Employer agrees that local representatives, officers and AFSCME staff representatives shall have reasonable access to the premises of the Employer, giving notice upon arrival to the appropriate Employer representative. Such visitations shall be for the reason of the administration of this Agreement. By mutual arrangement with the Employer in emergency situations, Union staff representatives or local Union representatives may call a meeting during work hours to prevent, resolve or clarify a problem.

Section 3.9. Union Orientation

By mutual arrangement regarding time and place with the Employer, the Union shall be allowed to orient, educate and update each employee for up to one (1) hour during the term of the contract for the purpose of informing employees of their rights and obligations under this collective bargaining agreement, and without loss of pay for the employees involved. Such attendance by employees shall be on a voluntary basis. New hires shall be included in such orientation during the first week of their orientation or training. The Employer shall inform the Union of all such hirings and the Union shall inform the Employer of the Union representative who will carry out the Union orientation.

ARTICLE IV

MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the County retains all traditional rights to manage and direct the affairs of the County in all respects and to manage and direct its employees, and to make and implement decisions with respect to the operation and management of the County, including all rights and authority possessed or exercised by the County prior to the Employer's recognition of the Union as the exclusive collective bargaining representative for the employees covered by this Agreement. These rights include, but are not limited to, the following:

- (a) To plan, direct, control and determine all operations and services of the County;
- (b) To determine the County's mission, objectives, policies and budget and to determine and set all standards of service;
- (c) To supervise and direct employees and their activities as related to the conduct of County business;

- (d) To establish and enforce reasonable work rules and regulations;
- (e) To schedule and assign work;
- (f) To establish qualifications for employment and to hire from the Merit Commission eligibility list; to transfer, schedule and assign employees in positions within the County, and to create, combine, modify and eliminate positions within the County;
- (g) To suspend, discharge and take other disciplinary action against employees for cause (probationary employees without cause);
- (h) To lay off or relieve employees due to lack of work or funds or for other legitimate reasons;
- (i) To maintain efficiency of County operations;
- (j) To establish work and productivity standards;
- (k) To introduce new or improved methods or facilities;
- (l) To change, relocate, modify or eliminate existing programs, services, methods, equipment or facilities;
- (m) To determine the kinds and amounts of services to be performed as pertains to County operations;
- (n) To contract out for goods or services other than those services normally performed by bargaining unit employees or as provided in this Agreement;
- (o) To determine the methods, means and personnel by which County operations are to be conducted; and
- (p) To take whatever action is necessary to carry out the functions of the County in situations of emergency.

ARTICLE V

SUBCONTRACTING

Section 5.1 Subcontracting

During the term of this Agreement, the Employer will not contract out Correctional Officer/Bailiff, Court Security or Clerk services normally performed by bargaining unit employees, provided, however, that this shall not in any way limit or interfere with the County's ability to subcontract in emergency circumstances.

For work other than Correctional Officer/Bailiff, Court Security or Clerk services normally performed by bargaining unit employees, the Employer reserves the right to contract out any such work it deems appropriate in the exercise of its best judgment and consistent with the County's lawful authority under Illinois Statutes. The County retains the right to contract out any such work for any reason, including but not limited to cost savings, improved work product, lack of appropriate equipment or sufficiently trained personnel to perform the work in an efficient, timely manner, or emergency circumstances.

Section 5.2 Jail Cooks

The Employer agrees that Jail Cook services will not be subcontracted, unless the operation of those positions are/or become at least \$25,000 more costly than subcontracted services. Costs may include, but are not limited to, reasonable calculations of salary, materials, supplies and administrative time costs. If the contractual criteria of this Agreement are met, the County reserves the right to subcontract any such work it deems appropriate in the exercise of its best judgment and consistent with the County's lawful authority under Illinois Statutes.

In the event of an emergency, the County shall be allowed to subcontract services performed by bargaining unit employees.

The County agrees to negotiate with the Union prior to subcontracting any Jail Cook services. The County shall consider reasonable Union recommendations.

ARTICLE VI

DISCIPLINE AND DISCHARGE

Section 6.1. Discipline

Disciplinary action or measures shall include the following: oral reprimand; written reprimand; and suspension and discharge (notice to be given in writing). The County recognizes the basic tenants of progressive and corrective discipline and will follow a policy of progressive discipline for minor disciplinary infractions.

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.

Disciplinary action may be imposed upon an employee only for failing to fulfill his responsibilities as an employee and for just cause. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure. Employees shall be given immediate notice by the Employer when a formal, written warning or other disciplinary documentation is permanently placed in their personnel file.

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 6.2. Oral Reprimands

In cases of oral reprimands, the supervisor must inform the employee that he is receiving an oral reprimand, the reasons for the reprimand, the type of conduct desired to be corrected, and suggestions on how to improve the employee's work performance or conduct.

Section 6.3. Pre-Discipline Meetings

For all discipline other than verbal warnings, 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 in writing of the reason for such contemplated discipline, including any names of witnesses and copies of pertinent documents. The employee shall be informed of his contract rights to Union representation and shall be entitled to such, if so requested by the employee, and the employee and local Union representative shall be given the opportunity to rebut or clarify the reasons for such discipline and further provided that a local Union representative shall be available within twenty-four (24) hours of notification. If the employee does not request Union representation, a local Union representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings. The measure of discipline and the statement of reasons may be modified, especially in cases involving suspension pending discharge, after 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.

Section 6.4. Right of Representation

Before conducting a disciplinary meeting as specified in Section 6.3, the employee may request that a Union representative be present. The employee may not insist that any particular Union representative be present if the requested Union representative is unable to meet within twenty-four (24) hours. The Union shall be entitled to be present regardless of whether or not the Union member requests representation for all meetings other than verbal warnings. It is not the intent of the parties to convert such meetings into adversarial proceedings. The role of the Union representative is to assist the employee; the representative may also attempt to clarify the facts or suggest other individuals who may have knowledge of them. The County retains the right to insist on hearing the employee's own account of the matter(s) under investigation. This Section does not apply to meetings at which discipline is simply to be administered. The Union representative and the employee will be given paid time off if the meeting is conducted on working time.

Section 6.5. Merit Commission

The Employer and the Union agree that any disputes arising under the provisions of this Agreement relating to discipline and discharge shall be processed under the grievance and arbitration procedures of this Agreement. This shall be the exclusive dispute resolution procedure for such grievances and shall replace similar procedures heretofore available under the Sheriff's Merit Commission. Nothing herein, however, shall infringe on the function of the Sheriff's Merit Commission in testing applicants for new positions and creating eligibility lists for any such positions from which the Sheriff shall hire new bargaining unit employees.

Section 6.6. Progressive Discipline.

Any oral or written reprimand shall not be used for purposes of progressive discipline if, from the date of the most recent discipline, one (1) year passes without an employee receiving an additional oral or written reprimand or other discipline. Any suspension shall not be used for purposes of progressive discipline if, from the date of the most recent suspension two (2) years have passed. If the first oral or written reprimand is issued to an employee, the second oral or written reprimand shall not be used after two years without receiving an additional oral or written reprimand or other discipline.

ARTICLE VII

GRIEVANCE PROCEDURE

Section 7.1. Definition

A grievance is defined as a complaint arising under and during the term of this Agreement raised by an employee or the Union against the County that there has been an alleged violation, misinterpretation or misapplication of an express provision of this Agreement.

Section 7.2. Procedure

If an employee and his immediate supervisor are unable to resolve a grievance informally, the grievance shall be processed according to the following procedure. If a grievance alleges the same contract violation, same underlying facts and seeks the same remedy for a group of two (2) or more employees, then the Union may process one grievance on behalf of all employees in the group; such a group grievance shall be filed at Step 2 within the time limits specified in Section 7.5. Grievances involving a discharge or layoff may also be filed at Step 2 within the time limits specified in Section 7.5. By mutual agreement of the Union and County, other grievances can be filed at Step 2 or 3, commensurate with the level at which the action giving rise to the grievance was initiated, or where for other reasons it cannot be resolved at a preliminary step, or where it may become moot due to lapse of time necessary to process the grievance starting at Step 1. Grievances involving lesser disciplinary penalties (oral or written reprimand) may not be processed beyond Step 3. The County shall provide the Union with access to information related to the processing of grievances in accordance with Section 3.6 (Information to the Union). For purposes of this Article, the term "working days" shall be defined as days the County administrative offices are open.

Step 1: Any employee or Union Officer who has a grievance shall submit the grievance in writing on a mutually agreed to form to the employee's immediate supervisor who is not a member of the bargaining unit, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the specific relief requested. All grievances must be presented no later than ten (10) working days from the date of the occurrence of the event first giving rise to the grievance or within ten (10) working days after the employee or the Union could have become aware of the occurrence of the event first giving rise to the grievance. The immediate supervisor or his designee shall render a written response to the Grievant within seven (7) working days after the grievance is presented.

Step 2: If the grievance is not settled at Step 1 and the Union wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted by the Union in writing to the Sheriff within seven (7) working days after receipt of the County's answer in Step 1 or within seven (7) working days of when the answer was due in Step 1. The Sheriff or his designee shall investigate the grievance and, in the course of such investigation, shall discuss the grievance within ten (10) working days with the Union. If no settlement of the grievance is reached,

the Sheriff shall provide a written answer to the Union, within seven (7) working days following the meeting.

Step 3: If the grievance is not settled at Step 2 and the Union wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be submitted by the Union in writing to the Chairman of the County Board, who shall notify the Sheriff and all members of the County Board, within seven (7) working days after receipt of the County's answer in Step 2 or within seven (7) working days of when the answer was due in Step 2. The Sheriff and all members of the County Board, acting as a Committee, shall investigate the grievance and, in the course of such investigation, shall discuss the grievance within fifteen (15) working days with the Union, unless this time limit is mutually extended. If no settlement of the grievance is reached, the Committee shall respond in writing to the Union within seven (7) working days following the meeting. If the Sheriff and the County Board do not agree as to the disposition of the grievance, they shall immediately notify the Union in writing, and the grievance shall be considered automatically forwarded to arbitration.

Section 7.3. Arbitration

If the grievance is not settled in Step 3 and the Union wishes to appeal the grievance from Step 3 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, by delivering a written request for arbitration to the Sheriff and Chairman of the County Board within ten (10) working days of receipt of the County's written answer as provided to the Union at Step 3 or within ten (10) working days of when the answer was due in Step 3:

- A. The parties shall attempt to agree upon an arbitrator within ten (10) working days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said ten (10) working days, either or both parties shall request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators, each of whom must be a member of the National Academy of Arbitrators. Each party retains the right to reject one (1) panel in its entirety and request that a new panel be submitted. Both the County and the Union shall have the right to strike three (3) names from the panel. One party shall first strike one (1) name, the other party shall then strike one (1) name. The process will be repeated twice and the remaining named person shall be the arbitrator. The parties shall alternate striking the first name, with the Union striking first in the first grievance arbitration during the term of this Agreement.
- B. The parties shall notify the Federal Mediation and Conciliation Service of the person selected as arbitrator, who shall then be notified by the Federal Mediation and Conciliation Service of his selection and shall be requested to set a time and place for the hearing, subject to the availability of the Union and County representatives.

- C. The County and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The County and the Union retain the right to employ legal counsel.
- D. The arbitrator shall submit his decision in writing within forty-five (45) calendar days following the close of the hearing or the submission of briefs by the parties (if any), whichever is later.
- E. More than one grievance may be submitted to the same arbitrator only if both parties mutually agree to do so in writing.
- F. The parties by mutual agreement may utilize expedited arbitration procedures.
- G. The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the County and the Union. Each party shall be responsible for compensating its own representatives and witnesses.

Section 7.4. Limitations on Authority of Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue as jointly submitted by the parties, or, in the absence of a stipulation of the issue, as raised by the grievance as submitted in writing at Step 3. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable state or federal laws, or of rules and regulations of state or federal administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the County under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section 7.4 shall be final and binding on the County, the Union and the employees covered by this Agreement. No decision or remedy proposed by the arbitrator shall be retroactive beyond the beginning of the time for filing a grievance at Step 1 (a maximum of ten (10) calendar days before the grievance was filed at Step 1).

Section 7.5. Time Limit for Filing

No grievance shall be entertained or processed unless it is submitted at Step 1 (or at a higher step, if initially filed at a higher step) within ten (10) working days after the occurrence of the event first giving rise to the grievance or within ten (10) working days after the employee or the Union could have become aware of the occurrence of the

event first giving rise to the grievance. The term "working days" shall be defined as days the County administrative offices are open.

If a grievance is not presented by the employee or the Union within the time limits set forth above, it shall be considered "waived" and may not be pursued further. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered denied. If the County does not hold a meeting or answer a grievance or an appeal thereof within the specified time limits, the Grievant may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article. The parties may also agree in writing to allow a grievance to be settled without precedent or prejudice. Grievances which are withdrawn by the parties shall be considered withdrawn without precedent or prejudice.

Section 7.6. Processing of Grievances

The names of authorized Union representatives who may represent employees at each step of the grievance procedure shall be certified in writing to the Employer by the Union.

The parties shall endeavor to schedule grievance meetings specified in Section 7.2 at times which do not interfere with the work of bargaining unit members whose presence is necessary at the particular meeting in question. If, however, a meeting is scheduled at the request or consent of the County during work hours, a maximum of two (2) employees (the Grievant and/or Union Officer) shall be released from duty to attend the meeting without any loss of pay.

Release time shall not be granted without prior approval of the Sheriff or his designee to employees for the investigation of, preparation for, or processing of any grievance, provided that such approval will not be denied unreasonably.

In the case of a grievance over a work assignment or other directive, the employee shall perform his assigned work first and grieve later, unless the employee reasonably believes that the assignment or direction unreasonably endangers his personal safety.

Section 7.7. Miscellaneous

No member of the bargaining unit shall have any authority on behalf of the Employer to settle or respond to a grievance being processed in accordance with the grievance procedure set forth in this Article. Moreover, no action, statement, agreement, settlement, or representation made by any member of the bargaining unit regarding the County's obligations or rights under this Agreement shall impose any obligation or duty or be considered to be authorized by or binding upon the County unless and until the County has agreed thereto in writing.

ARTICLE VIII

NO STRIKE-NO LOCKOUT

Section 8.1. No Strike

Neither the Union nor any officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, secondary boycott, residential picketing, slow down, sit down, concerted stoppage of work, concerted refusal to perform overtime, or any other intentional interruption or disruption of the operations of the County at any location, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the County. The failure to impose a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent. The Union and its officers and representatives will cooperate with the County in taking whatever affirmative action is necessary to direct and urge any employee who violates this Article to return to work.

Section 8.2. No Lockout

The County will not lock out any employees during the term of this Agreement.

ARTICLE IX

SENIORITY, LAYOFF AND RECALL

Section 9.1. Definition of Seniority

(a) Full-Time Employees:

Seniority shall consist of an employee's length of continuous employment in a position covered by this Agreement since his most recent date of hire. Seniority shall accumulate during all authorized paid leaves of absence. Seniority credit shall not continue to accrue from the first day of any layoff or authorized unpaid leave of absence of sixty (60) calendar days or more. Whenever two (2) or more employees have identical seniority dates, their relative seniority order shall be established by the drawing of numbers. The employee who draws number one shall be first in seniority, the employee who draws number two shall be second, and so on. The drawings will be conducted by the Employer with a representative of the Union present as a witness.

(b) Part-Time Employees:

Seniority shall consist of an employee's total number of hours worked in a part-time position covered by this Agreement since his last date of hire. Seniority shall

accumulate during all authorized paid leaves of absence. Seniority credit shall not continue to accrue from the first day of any layoff or authorized unpaid leave of absence of sixty (60) calendar days or more. For the purposes of filling of vacancies, whenever two (2) or more employees have identical seniority dates, their relative seniority order shall be established by the drawing of numbers.

When a part-time employee is promoted to a full-time position his seniority shall be based on his date of hire as a full-time employee. Part-time employees shall carry over all accrued benefit time when promoted to another bargaining unit position.

Section 9.2. Probationary Period

All new employees, except Jail Cooks and Clerks, and those hired after loss of seniority shall be considered probationary employees until they have completed a probationary period of twelve (12) months of employment. If for any reason an employee has not completed state-mandated training or equivalent schooling during his first twelve (12) months of employment, it is understood that his continued employment shall be contingent on successful completion of such training.

The probationary period for Jail Cooks and Clerks shall be twelve (12) months. During an employee's probationary period, the employee may be suspended, laid off or terminated without cause at the sole discretion of the County. The Union shall be notified, in writing, when a probationary employee is terminated. Such probationary employee shall have no recourse to the grievance or arbitration procedure to contest such a suspension, layoff or termination. At the request of the Union, however, the Employer shall discuss the termination of the probationary employee with the Union, provided the request is made within seventy-two (72) hours following the termination.

There shall be no seniority among probationary employees. Upon successful completion of the probationary period, an employee shall acquire seniority which shall be retroactive to his last date of hire with the County in a position covered by this Agreement.

Section 9.3. Seniority Upon Return to The Bargaining Unit

If an employee is appointed by the County to a position outside of the bargaining unit and is subsequently returned to a bargaining unit position by the County within twelve (12) months, the employee shall be credited with the service outside of the bargaining unit, in addition to the seniority that was previously accumulated as a bargaining unit member.

If the employee returns to the bargaining unit after more than twelve (12) months, the employee shall be credited with the amount of time the employee had previously worked in the bargaining unit for the purpose of assignment bidding.

All other benefits (i.e., vacation accrual, wages, etc.) shall be based on the employee's continuous service with the Employer.

Section 9.4. Seniority List

On or about October 1 and March 1 of each year, the County will provide the Union with a seniority list of all employees in the bargaining unit setting forth each employee's seniority date and current position. The County shall adjust any errors in the seniority list brought to the attention of the County in writing within fourteen (14) calendar days after the seniority list is posted.

Section 9.5. Layoff

The County, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees shall be laid off in the inverse order of their seniority unless compliance with state or federal law requires otherwise. The Employer agrees to inform the Union in writing not less than thirty (30) calendar days prior to a layoff and to indicate in the notice the names and job classifications of employees to be laid off. Any probationary, temporary or part-time employees in the bargaining unit must be laid off first; then regular full-time employees shall be laid off as provided above. Individual employees shall receive notice in writing of the layoff not less than fourteen (14) calendar days prior to the effective date of such layoff.

Section 9.6. Recall

Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled, in the reverse order of their layoff (i.e., the last one laid off shall be the first one recalled), provided they possess the skill, qualifications, experience and physical ability to perform the work to which they are recalled without further training with the exception of routine on-the-job refresher instruction and any new training or certification requirements imposed for the position since the employee was laid off.

Employees who are eligible for recall shall be given notice of recall either by actual notice or written notice delivered by certified mail, return receipt requested. Upon receipt of the notice of recall, the employee shall have five (5) working days (i.e., days the County's administrative offices are open) to notify the Sheriff of their acceptance of the recall. The employee shall have five (5) working days thereafter to report to duty.

The County shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of each employee eligible for recall to provide the Sheriff or his designee with his latest mailing address. If an employee

fails to timely respond to a recall notice his name shall be removed from the recall list. If the County has not heard from the employee within ten (10) calendar days of mailing a properly addressed notice of recall, the employee's name shall be removed from the recall list.

Section 9.7. Job Openings and Transfers

(a) Correctional Officers and Judicial Security Officer Job Assignment Only: The classification of Correctional Officer has two basic job assignments -- central control and floor. Vacancies in these job assignments and the Judicial Security Officer shall be filled by seniority from among personnel qualified to perform the job assignments, as provided in this Section.

In the event a permanent job vacancy occurs in these assignments which the County elects to fill on more than a temporary basis, notice of such vacancy will be posted on all bulletin boards where employee notices are posted for a period of ten (10) working days (i.e., days the County's administrative offices are open), not counting the day the notice is first posted. During this posting period, employees, including those on layoff, may apply for the vacancy.

When selecting from among two or more employees in the bargaining unit who have applied for a vacancy, the County shall give preference to the most senior employee where qualifications are relatively equal. Qualifications may include education, training, physical fitness, and ability to perform the work in a satisfactory manner with proper orientation. Qualifications may also include the sex of the employee where there is a need for a sufficient number of female employees on floor duty.

An outside applicant will not be hired for these assignments unless no current employees who are qualified for the position have submitted applications.

Temporary vacancies are defined as job vacancies that may periodically develop in any job classification that do not exceed fourteen (14) calendar days. Job openings that recur on a regular basis and/or that remain open more than fourteen (14) calendar days at a time shall not be considered temporary openings.

Any employee who is transferred or bids into a new assignment (central control, floor or Judicial Security Officer) will serve a thirty (30) day probationary period in his new position. If the County is not satisfied with his performance in his new assignment during the probationary period, or if the employee requests to return to his former position, the employee will be returned to the position from which he was transferred.

When a new job classification is created it shall be posted and filled in accordance with this Section. The provisions of this Section also do not apply to the filling of shift supervisor positions.

(b) Part-Time Correctional Officers, Court Security, Jail Cooks and Clerks: The classification of Correctional Officer, Court Security, Jail Cook and Clerk vacancies in these job assignments shall be filled by seniority from among personnel qualified to perform the job duties of these positions, as provided in this section. Employee bid rights shall be in series only. Employees outside the defined classification series shall have no preference to any vacancy. The classification series shall be defined as:

- (1) Part-Time Correctional Officer;
- (2) Full-Time Correctional Officer and Judicial Security Officer;
- (3) Part-Time Jail Cook to Full-Time Cook (this includes bidding for more hours of work);
- (4) Court Security;
- (5) Clerk.

In the event a permanent job vacancy occurs which the County elects to fill on more than a temporary basis, notice of such vacancy will be posted on all bulletin boards where employee notices are posted for a period of ten (10) working days (i.e., days the County's administrative offices are open), not counting the day the notice is first posted. During this posting period, employees, including those on layoff, may apply for the vacancy.

When selecting from among two or more employees in the bargaining unit who have applied for a vacancy, the County shall give preference to the most senior employee where qualifications are relatively equal. Qualifications may include education, training, physical fitness, and ability to perform the work in a satisfactory manner with proper orientation.

Any employee who bids into a new assignment will serve a ninety (90) day probationary period in his new position. If the County is not satisfied with his performance in his new assignment during the probationary period, or if the employee requests to return to his former position, the employee will be returned to the position from which he was transferred.

When a new job classification is created it shall be posted and filled in accordance with this Section.

Section 9.8. Termination of Seniority

Seniority for all purposes and the employment relationship shall be terminated if the employee:

- (a) quits;
- (b) is discharged and not reinstated;
- (c) retires or is retired;

- (d) falsifies the reason for a leave of absence or is found to be working for another employer during a leave of absence without written permission from the County (which shall be deemed a quit);
- (e) fails to report to work at the conclusion of an authorized leave of absence or vacation for three (3) consecutive working days (which shall be deemed a quit), except for good cause shown due to circumstances beyond the control of the employee;
- (f) is laid off and fails to respond to a notice of recall within five (5) working days after receiving notice of recall or otherwise does not timely respond to a notice of recall as provided in Section 9.6;
- (g) is laid off or for any other reason does not perform bargaining unit work for the County for a period of twenty-four (24) months, except as provided in Section 9.3; or
- (h) is absent from work for three (3) consecutive working days without notification to or authorization from the County (which shall be deemed a quit), except for good cause shown due to circumstances beyond the control of the employee.

ARTICLE X

HOURS OF WORK AND OVERTIME

Section 10.1. Regular Hours

- (a) Correctional Officers: The regular hours of work each day shall be consecutive except that they may be interrupted by a thirty-minute lunch period.
- (b) Jail Cooks and Clerks: The regular hours of work each day shall be consecutive except they may be interrupted by a one hour lunch period and two fifteen minute breaks.
- (c) Court Security: Court Security shall be entitled to one (1) fifteen (15) minute break every four (4) hours.

Section 10.2. Work Period

The work period is defined as a regularly recurring period of seven (7) days beginning at 12:00 a.m. on Sunday and ending at 11:59 p.m. the following Saturday.

Section 10.3. Work Day

- a) Correctional Officers and Clerks: Up to eight (8) consecutive hours of work within a 24-hour period constitutes a regular work day.

- b) Jail Cooks (excluding four hour position): Up to ten (10) consecutive hours of work within a 24-hour period constitutes a regular work day.
- c) Court Security, Jail Cooks and Clerks: Up to nine (9) consecutive hours per day except in instances of jury trials and elections.

Section 10.4. Work Shift

- (a) Full-Time Correctional Officers: All employees shall be scheduled to work on a regular work shift in each 7-day work period. An employee shall normally be assigned to work forty (40) hours in each work period as their regular shift. Shifts shall be defined as the following:

8:00 a.m. - 4:00 p.m.
4:00 p.m. - 12:00 a.m.
12:00 a.m. - 8:00 a.m.

The Employer may request employees to begin their work shift early or later than normal. However, employees shall not be mandated to do so. The Employer may create new shifts, other than those listed above. Any new shifts shall not be implemented until the beginning of the next bid period. The assignment of shifts shall not be done for disciplinary or punitive reasons.

- (b) Part-Time Correctional Officers Only: Each part-time Correctional Officer will receive a minimum of twelve (12) hours of work each week based on an anticipated fifty to seventy (50 to 70) hours of part-time work per week. The Sheriff may suspend part-time work due to budget constraints. However, the available hours shall be equalized among the part-time employees.

Section 10.5. Work Schedule

Work schedules showing the employee's normal shifts, work days, and hours for the quarter shall be posted on all department bulletin boards at all times, fourteen (14) days prior to beginning of schedule.

Section 10.6. Meal Periods

- (a) Correctional Officers Only: All full-time employees normally shall be granted a paid lunch period of thirty (30) minutes during each shift, whenever possible. The County will offer employees the same meal as is served to inmates without charge.
- (b) Jail Cooks and Clerks: All full-time Jail Cooks (employees who work eight (8) hours per day or more) normally shall be granted a paid lunch period of one (1) hour during each shift, whenever possible. Part-Time Jail Cooks (employees who work four (4) hours per day) normally shall be granted a paid lunch period of one half

(1/2) hour during each shift, whenever possible. The County will offer Jail Cooks the same meal as is served to inmates without charge.

The Clerk shall be entitled to a one hour unpaid lunch period during each shift.

(c) Court Security: Court Security Officers shall be entitled to a lunch break if required to work more than the normal nine (9) hour shift, except in instances of jury trials and elections.

In instances where the Court Security Officers are required to remain after their normal hours the County will provide employees the same meal as is served to inmates without charge. Meals will be eaten at the employees work station.

Section 10.7. Overtime

(a) Full-Time Correctional Officers and Bailiffs: One and one-half (1-1/2) times the regular straight-time hourly rate of pay shall be paid for all hours that are actually worked in excess of forty (40) hours in any seven-day work period, in accordance with the Fair Labor Standards Act (FLSA), or after eight (8) hours of actual work per day. In addition, travel time to and from state-mandated training shall be paid at overtime rates to the extent required by the FLSA and applicable rules and regulations. Overtime shall be paid in fifteen (15) minute increments as provided by the FLSA. Time off with or without pay is not counted for purposes of calculating the 40 hours in a workweek.

The County reserves the right to require and assign overtime work, as needed. In non-emergency situations, the Sheriff or his designee shall take reasonable steps to offer overtime assignments on a rotating seniority basis. The Sheriff shall maintain an overtime roster, initially in seniority order, of employees assigned to each shift. Whenever possible, overtime shall be offered to employees in seniority order where overtime is needed. If the more senior employee(s) decline the overtime, the least senior employee shall be required to work the overtime, and he shall then be placed at the top of the overtime roster. The next available overtime, whenever practicable, shall again be offered in the order of names on the overtime roster. If the more senior employees decline the overtime, the last employee on the overtime roster shall be required to work the overtime, and he shall then go to the top of the overtime roster. Names shall be rotated to the top of the list in this fashion to afford all the opportunity to work overtime and, when permitted by operating conditions and their location on the roster, to decline overtime opportunities. If an employee demonstrates that he has not been offered his share of overtime opportunities, he shall be given first preference for future overtime until the imbalance is corrected.

The Sheriff reserves the right to select specific employees for specific overtime assignments based on the need for a male or female Correctional Officer.

Forced Overtime

1. Overtime shall be offered to the most senior employee with the least number of hours previously offered.
2. The supervisor shall continue to offer overtime in this manner until all overtime assignments are filled or all employees contacted have refused the overtime.
3. Any employee who has been forced to work two (2) or more hours past their normal shift will be placed at the lowest point of the forced overtime equalization list.
4. If forced to work overtime, the employee shall be entitled to utilize the shift change agreement to cover the forced shift with approval of the Chief Jail Administrator or their designee.

(b) Court Security, Jail Cooks and Clerks: All employees shall be scheduled to work on a regular work shift in each 7-day work period. An employee shall normally be assigned to work regular hours in each work period as their regular shift. Shifts shall be defined as the following:

Clerk: 8:00 a.m. - 4:00 p.m.

The Clerk's normal work shift may be changed with fourteen calendar days notice from the Sheriff, but only once every six (6) months. Shift differential of fifty cents (\$.50) per hour shall apply for all hours worked if the Clerk works outside the normal 8:00 a.m. to 4:00 p.m. shift.

Court Security: Monday – Friday 7:30 a.m. – 4:30 p.m. Up to nine (9) hours per day, except in instances of jury trials and elections.
Monthly Rotating Shifts.

Jail Cooks: one position: 7:30 a.m. - 5:30 p.m. - Tue. - Fri.
one position: 7:30 a.m. - 5:30 p.m. - Sat. - Mon.
one position: four hours per day/four days per week.

The Employer may request employees to begin their work shift earlier or later than normal. However, employees shall not be mandated to do so. The Employer may create new shifts, other than those listed above. Any new shifts shall not be implemented until the Union has been notified of the decision to implement the new shift. The assignment of shifts shall not be done for disciplinary or punitive reasons.

(c) Overtime Offering/Part-Time Employee Use: In the event that the Employer determines that additional staffing is required which will result in the offering of overtime or calling in part-time help, the following procedure shall be used:

If the Employer has twelve (12) hours or less notice of the shortage of staff, overtime shall first be offered in accordance with section 10.7a. If every staff

declines the offer of overtime, then the Employer shall have the right to utilize part-time help;

If the Employer has more than twelve (12) hours notice of the staff shortage the position may be filled by either offering overtime or by calling in part-time help.

(d) All Employees: Employees may choose to take overtime in compensatory time. Compensatory time may be taken off any time after it is earned, subject to the operating needs of the Employer and in accordance with Article XII of this Agreement.

Section 10.8. Court Time

Employees required to attend court outside of their regularly scheduled working hours on behalf of the County and in connection with their duties as an employee, shall be compensated at the rate of one and one-half (1-1/2) their regular straight-time hourly rate of pay for all hours worked, with a minimum of two (2) hours, unless the time extends into the employee's regularly scheduled work shift.

Section 10.9. Call Back

A call back is defined as an official assignment of work which does not continuously precede or follow an employee's regularly scheduled work hours. An employee called back to work after having left work shall be paid for all hours actually worked at one and one-half (1-1/2) the employee's regular straight-time hourly rate of pay, with a minimum of two (2) hours, unless the time extends into the employee's regularly scheduled work shift.

Section 10.10. No Pyramiding

Compensation shall not be paid (nor compensatory time taken) more than once for the same hours under any provision of this Article or Agreement.

Section 10.11. Shift Preference

(a) Officers shall select their shift assignments and days off with each division on the basis of rank and seniority. Sergeants shall select their shift assignments and days off on the basis of seniority within the classification. Shifts shall be bid three times per year; effective dates of such schedule changes shall be on the first day of the first pay period in January, May, and September of each year. The Employer shall not incur any overtime liability for the first eight (8) additional hours worked by an employee as a result of a scheduled shift change.

- (b) Officers assigned to the Commissary detail shall be exempt from the shift bidding procedure. Other special details may be exempt by mutual agreement of the parties.
- (c) If the Commissary Officer is transferred from this special detail he will have no bumping rights. However, he will be able to bid for shifts at the beginning of the next available four-month schedule block.
- (d) Shift preference shall be completed in fifteen (15) days and the Union president or their designee shall be able to review prior to posting and implementing.

Section 10.12. Application of This Article

This Article is intended only as a basis for calculating overtime payments and nothing in this Agreement or Article shall be construed as a guarantee of hours of work per day, per week, or per work period.

ARTICLE XI

HOLIDAYS

Section 11.1. Holiday Designation

The following days shall be recognized and observed as paid holidays:

New Years Day	Labor Day
Martin Luther King Jr. Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Lincoln's Birthday	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
General Election Day (when House of Representatives. is elected)	

And any additional days the County Board of Commissioners or it's Chairman proclaims as holidays. Employees actually working on Easter Sunday will be paid at time and a half. Employees not working will not be paid. The closing of the courthouse due to inclement weather shall not be considered a holiday. When the courthouse is declared closed by the County Commissioners, those essential employees that remain at work will be paid at time and a half. The Sheriff may determine that employees will be paid at time and a half if they remain working during a time of inclement weather or other such incident that would normally cause the courthouse to be closed or evacuated.

All full-time employees shall have the holiday off with pay or shall be compensated at the appropriate rate as outlined in section 11.3 of this Article.

Holidays for the Clerk and Court Security shall be observed based on the holiday Schedule of the Williamson County Courthouse. Correctional Officers, Part-Time Correctional Officers, and Jail Cooks shall observe the holiday on the calendar date it actually falls.

All part-time employees who actually work on a holiday shall be compensated at the appropriate rate as outlined in section 11.3 of this Article.

Section 11.2. Eligibility Requirements

Employees shall work all holidays when scheduled as part of their normal departmental work schedule. To be compensated for a holiday, an employee must work the regularly scheduled workday before and after the holiday, in addition to the full holiday when scheduled as part of their normal departmental work schedule, unless the absence is approved by the Employer.

Section 11.3. Holiday Pay

Employees who satisfy the eligibility requirements of Section 11.2 shall be compensated for holidays as follows:

- (1) When an employee's regularly scheduled day off falls on the actual day of a holiday, he shall be paid a regular days' pay (normally eight hours pay at straight-time rates) as holiday pay or the employee may elect to accumulate eight (8) hours of Holiday time to be taken at a later date as requested by the employee.
- (2) When an employee's regular workday falls on the actual day of a holiday, he shall receive the regular days' pay (normally eight hours of pay at straight-time rates) plus one and one-half times his regular straight-time hourly rate of pay for the first eight (8) hours of work. The employee may elect to accumulate twelve (12) hours of holiday time to be taken at a later date as requested by the employee. (Example: an employee earning \$10.00 an hour whose regular workday falls on the actual day of a holiday is paid \$25.00 per hour for the first eight (8) hours equal \$200.00).
- (3) When an employee's regularly scheduled day off falls on the actual day of the holiday, but he is called in to work on the actual day of a holiday, he shall be paid for time actually worked at one and one-half his regular straight-time hourly rate of pay, in addition to his holiday pay, for the first eight (8) hours of work. The employee may elect to accumulate twelve (12) hours of holiday time to be taken at a later date as requested by the

employee. (Example: an employee earning \$10.00 an hour who is scheduled off, but is called in for five (5) hours on the actual day of a holiday is paid \$15.00 an hour for the first (5) hours and \$10.00 for the eight (8) hours i.e. \$15.00 times 5 equals \$75.00 plus \$80.00 equals \$155.00)

- (4) If an employee works over eight (8) hours on a holiday, he shall be paid two and one-half times his regular straight-time hourly rate of pay for all hours actually worked in excess of eight (8) on a holiday. The employee may elect to accumulate the hours worked as holiday time to be taken at a later date as requested by the employee.
- (5) If an employee is scheduled to work on a holiday and requests the holiday off, and such request is granted, the employee shall receive his regular days pay for the holiday.

All hours accumulated in accordance with this Section (11.3) shall be paid, in full, to any employee upon termination of his employment for any reason.

Section 11.4. Accumulation

Employees may accumulate Holiday time in accordance with and Article XII of this Agreement.

Section 11.5. Use

Accumulated holiday day hours may be taken anytime after they are earned. Employees shall make requests for accumulated holiday hours to their supervisor. Holiday time off requests shall be subject to approval by the Employer. If two or more employees request to use accumulated holiday time on the same date, and the Employer is unable to grant all requests, the employee(s) shall be paid for the requested day in seniority order, the most senior employee's request being granted first.

ARTICLE XII

COMP HOURS

An employee who chooses to accumulate time under Sections 10.7 and 11.3 of this Agreement shall be allowed to carry a maximum of two hundred (200) hours of combined comp hours. Once an employee has reached two hundred (200) hours of comp time any additional overtime or holiday hours shall be paid in cash until such time the employee reduces his/her comp hours to less than two hundred (200) hours.

An employee may also choose to liquidate up to forty (40) hours of comp time in each half of the fiscal year. Upon termination of employment an employee shall be paid for all unused comp time.

ARTICLE XIII

VACATIONS

Section 13.1. Vacation Schedule

An employee's period of computation and vacation eligibility allowance shall be computed from his most recent date of beginning continuous full-time employment in a position covered by this Agreement ("anniversary date"). Vacation cannot be taken before it is earned and cannot be taken prior to the completion of one year of service. Regular full-time employees who have been employed by the County as indicated below, shall be entitled to a vacation with pay as follows:

(a) Full-Time Employees:

<u>Years of Continuous Service as a Full-Time Bargaining Unit Employee</u>	<u>Amount of Vacation Time Off Per Year Stated in Terms of:</u>	
	<u>Hours</u>	<u>No. of 8-Hour Workdays</u>
Less than one (1) year	0 hours	0 days
After completion of 1 year	80 hours	10 days
After completion of 5 years	120 hours	15 days
After completion of 10 years	136 hours	17 days
After completion of 12 years	144 hours	18 days
After completion of 14 years	152 hours	19 days
After completion of 16 years	160 hours	20 days
After completion of 18 years	168 hours	21 days
After completion of 20 years	176 hours	22 days
After completion of 22 years	184 hours	23 days
After completion of 24 years	192 hours	24 days
After completion of 26 years	200 hours	25 days

(b) Part-Time Employees:

Effective 12/01/96, part-time employees, who worked an average of sixteen (16) hours or more per week during the previous contract year (December 1 - November 30), with at least one year of service, shall earn sixteen (16) hours of vacation time.

Effective 12/01/97, part-time employees, who worked an average of sixteen (16) hours or more per week during the previous contract year (December 1 - November 30), with at least two years of service, shall earn forty (40) hours of vacation time.

Vacation time shall be credited to a part-time employee's books by the end of the first pay period in December. All provisions of this Article shall apply to the use, accumulation and compensation of part-time employee vacation hours.

Section 13.2. Eligibility

Employees will not accrue vacation benefits from the first day of any layoff or unpaid absence from active employment which continues uninterrupted for a period of thirty (30) calendar days or more.

Section 13.3. Vacation Pay

All vacation payments shall be made on the regular paydays at the employee's regular straight-time rate of pay in effect immediately prior to the beginning of the employee's scheduled vacation. If an employee quits or is otherwise terminated, the employee shall be paid for all accrued but unused vacation.

Section 13.4. Vacation Scheduling

On or before October 15 of each year, the Employer shall post a vacation sign up sheet. Employees shall select those weeks during the upcoming fiscal year (December 1 through November 30) they desire for vacation. During the first thirty (30) days the list is posted, seniority as defined in Article IX of this Agreement shall determine which employee within a shift is entitled to a particular week in the event two or more employees want to schedule vacation during the same week. No employee may exercise his seniority to obtain priority in scheduling more than two (2) weeks of vacation per fiscal year. Ordinarily, vacations picked from October 15 to November 15 shall be scheduled in one-week time blocks, where there are conflicting requests for the same time off during a given week.

Employees may submit their first choice for vacation, up to ten (10) days, and a second choice for vacation, up to ten (10) days. Vacations are scheduled by seniority,

After this October 15 to November 15 thirty (30) day period, vacations shall be scheduled exclusively on a first-come, first-served basis, and seniority shall not determine which employee is entitled to any of the remaining weeks that are open for vacations, except where two or more employees have requests for the same time off pending simultaneously.

No more than one employee from each shift may take vacation at the same time, however, vacations may have overlapped days with the prior approval of the Chief Jail Administrator or their designee. Vacation time shall be used in no less an increment than one-half (1/2) day.

Employees cannot take more than twenty (20) days of vacation at one time.

Vacation allowances are earned on an anniversary year basis. Vacations to be scheduled and taken during a given fiscal year are vacation allowances that have been earned by the time the vacation is actually taken.

Vacation schedules may be adjusted to accommodate seasonal operations, significant revision in organization, shift changes, work assignments or the number of personnel on duty. Furthermore, the Sheriff reserves the right to suspend vacation schedules for operating emergencies.

Section 13.5. Vacation Carryover

All vacation days must be taken within a year of when they are earned or they will be forfeited without compensation. If, however, the employee was unable to take his vacation due to no fault of his own but because the Sheriff was unable to schedule an employee for vacation, the employee's unused vacation at the end of each fiscal year that should have been taken by then (i.e., vacation that was earned more than one year ago) shall be paid from the Sheriff's budget at the employee's regular hourly rate of pay in effect on the last work day of the fiscal year. An employee may choose to carry over up to forty (40) hours of vacation time from one year to the next in lieu of cash payment as stated in this section

Section 13.6 Vacation on a Holiday

If a holiday falls during an employee's vacation the employee shall be paid for the holiday off rather than charge the employee a vacation day.

Section 13.7 Vacation Bonus. (As incentive to SAVE SICK DAYS).

Any employee who uses two (2) or less sick days during any contract year (Dec. 1 thru Nov. 30 of the following year), will be granted a Bonus Vacation day. This Bonus will be added to other vacation due on the employees next employment anniversary date; an employee who uses two (2) or less sick days for two (2) consecutive contract years will be granted two (2) Bonus Vacation days. This Bonus will be added to the vacation balance each employee earning the Bonus on December 1 of the year immediately following the contract year in which it was earned. This concept will be followed for a maximum of six (6) Bonus Vacation days after (5) consecutive years of usage of two (2) or less sick days during the year. These six (6) bonus days will continue to be granted

each year afterwards if the employee continues to use two (2) or less sick days per year.

This Bonus program will be effective December 1, 2006 and will be implemented based on current employees prior years of sick leave usage.

ARTICLE XIV **SICK LEAVE**

Section 14.1. Allowance

It is the policy of Williamson 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 one day vacation or 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 his employment, shall receive sick leave with pay in accordance with this Agreement.

An employee may also utilize sick days to care for members of his or her immediate family who are residents of the employee's household and who are seriously ill and in need of the employee's attention. Members of the immediate family for purposes of this Article are defined to be the employee's parent, spouse, child (including step or adopted children), sister or brother (including half or step), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparent or grandchild.

Section 14.2. Accrual and Accumulation

All full time employees shall earn sick leave at the rate of eight (8) hours per month of service for a total of ninety-six (96) hours per year. All part time employees shall earn sick leave on a pro-rated basis based on the number of hours that an employee works during a month. Once an employee accumulates 240 days of sick leave all future accumulations in excess of 240 days will be converted to compensatory time.

Employees shall not continue to accrue additional sick leave benefits from the first day of any layoff or other paid or unpaid absence from active employment which continues uninterrupted for a period of sixty (60) calendar days or more.

Employees who have a minimum of two years of service and less than eight years of service and terminates employment with the County may sell up to thirty days of sick leave back to the county. The employee shall be paid fifty percent (50%) of his current rate of pay for each day of sick leave.

Employees with more than eight years of service may use any accrued sick leave for the purpose of extending IMRF pension credits in accordance with IMRF statutes.

Section 14.3. Notification

Notification of absence due to sickness shall be given to the employee's immediate supervisor or his designee as soon as possible on the first day of absence, and normally no later than one-half (1/2) hour before the start of the employee's work shift, whenever possible. Failure to properly report an illness shall be considered an absence without pay and may subject the employee to discipline.

Section 14.4. Utilization

Sick leave cannot be taken before it is actually earned. Sick leave shall be used in no less an increment than one-half (1/2) workday.

Accumulated sick leave days shall not be compensable in any manner upon separation from employment except as noted in 14.2 of this Agreement. Employees will be entitled, however, to an extension of their pension service period for one (1) month for each twenty (20) days of accumulated and unused sick leave days, up to two hundred forty (240) sick leave days, to the extent permitted by law. This credit will only apply to an employee's retirement, and will not be compensated for in any other manner.

Sick leave may be utilized by employees when they are sufficiently ill so that good judgment would determine it best not to report for work or in the event of injury not arising out of or during the course of their employment and for routine medical and dental appointments that cannot be scheduled on off-duty time. All foreseeable leave for such purposes shall require specific prior written approval of the Sheriff or his designee, and such approval shall not be unreasonably denied.

Employees who are unable to return to work upon expiration of sick leave benefits and after exhausting all other authorized paid time off (e.g., vacation) must request a leave of absence without pay. Failure to make a timely request for such an unpaid leave of absence will result in termination, as provided in Section 9.8.

Section 14.5. Medical Examination and Other Procedures

The County may, where there is legitimate reason to suspect abuse or for an absence of three (3) consecutive work days or more, require an employee seeking to utilize sick leave to submit a physician's certification of illness and/or to submit at any time during such leave to an examination by an independent and unbiased physician designated by

the County. If it is a family member who is sick, the Employer may require a doctor's certification of the family member's illness from the family's personal physician. Examinations administered by an independent and unbiased physician selected by the County shall be paid for by the County to the extent such costs are not covered by insurance.

The Sheriff or his designee may require a verification substantiating that the employee is fit to return to work for any absence of three (3) consecutive working days or more. Notice of an employee's intent to return to work after an extended illness of three (3) working days or more must be given to the Sheriff or his designee no less than twenty-four (24) hours in advance.

The Sheriff or any authorized authority 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.

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

ARTICLE XV

OTHER LEAVES OF ABSENCE

Section 15.1. Discretionary Leaves

- (a) The Sheriff may grant leaves of absence, without pay or salary, to employees under his supervision for job-related reasons (such as further training or study), which will enable employees to perform their usual and customary duties with greater efficiency and expertise, or for other valid reasons (such as prolonged illness of the employee, his spouse, or his child or children, or such as childbirth).
- (b) The Sheriff may assure an employee who is granted such leave, that the employee's position, or job, will be restored to him at the conclusion of his 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 Board 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 by the County to fill the employee's position, or to perform his usual and customary duties during the employee's leave will be discharged so as to permit such employee to resume his employment by the County.
- (c) 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 and eighty (180) days in a given calendar year without the approval of the County Board.

- (d) An employee on leave will not accrue any benefits whatsoever.

Section 15.2. Bereavement Leave/Death in Family

The Employer agrees to provide to employee's leave without loss of pay as a result of death in the family, not to exceed three (3) consecutive days, excluding regularly scheduled days off, immediately following the death of a member of the immediate family. Part-Time employees shall be entitled to one (1) paid day of Bereavement Leave, on the day of the funeral, in accordance with this section. A member of the immediate family shall be defined to be any employee's parent, spouse, child (including step or adopted), sister or brother (including half or step), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparent or grandchild. The Employer agrees to provide to employees up to a one day leave without loss of pay as a result of the death of the employees brother-in-law, sister-in-law, aunt or uncle with proof of attendance at the service.

Section 15.3. Short Term Military Leave

Any employee covered by the terms of this Agreement who is a member of a reserve force of the Armed Forces of the United States, or the State of Illinois, and who is ordered by the appropriate authorities to attend training programs or perform assigned duties shall be granted a leave of absence, without pay, for the period of such activity and shall suffer no loss of seniority rights. Employees who are called up for two weeks active duty training may take a leave of absence without pay or take the option of using their earned vacation time.

Section 15.4. Educational Leave

Employees may be granted, upon written request, a leave of absence without pay for the purpose of furthering their formal education, not to exceed a period of one (1) year, upon receiving written authorization from the Sheriff and subject to available manpower and scheduling needs. A written request for an educational leave shall explain the proposed course of study, the length of time off requested to complete such course of study and the educational institution wherein such course of study will be pursued. If an educational leave is granted, the employee must carry out his educational plans as approved by the Sheriff, unless the Sheriff authorizes a change in writing. If the Sheriff rejects a proposed change in the educational leave plans as originally approved, the employee must either continue with his original plans or make arrangements to return to work with the Department. An employee on such leave will not accrue any benefits whatsoever.

Section 15.5. Maternity Leave

Maternity is recognized as a disability by the parties and under the law. Maternity leave is an unpaid leave. The Employer encourages a pregnant employee to continue in her employment as long as she is physically able to perform the duties of her position, without detriment to health, as confirmed by a physician's certificate at least six (6) weeks in advance of the expected date of delivery. The physician's certificate shall contain:

Approval of the continuation of employment; the expected date of delivery; and, a recommended date for commencement of leave of absence for maternity reasons. All days, as determined by the attending physician, that the employee is absent from work for this temporary disability may be chargeable as sick leave at the option of the employee. Immediately upon return to work an employee shall furnish a statement from the attending physician that the employee is able to return to duty. Pregnancy leave is granted with a maximum of eight (8) weeks with the exception of extenuating circumstances due to health reasons as determined by the attending physician.

Section 15.6. Injury Leave

An employee who sustains injuries or illness arising out of and in the course of his employment shall be covered by the provisions of The New Illinois Combined Statute Chapter #70 (formerly the Illinois Revised Statutes). No employee will lose any benefits while injured on duty, and will continue to accumulate all benefits to the extent provided by this Agreement. An employee on injury leave may be returned to light duty, at the sole discretion of the Sheriff, if he is able to perform the light duty.

Section 15.7. Jury Duty

An employee required to serve on a grand jury or petit jury shall be granted leave for the period required to serve on such jury without loss of pay. Such employees shall sign a waiver of any compensation otherwise due them for serving on such jury.

Section 15.8. Union Business Leave

Local Union representatives shall be granted accumulated benefit time or unpaid leave, as requested, for legitimate Union business such as Union meetings, State or area-wide Union Committee meetings, State or International conventions, provided such representative shall give reasonable notice to his supervisor of such absence. Such time off shall not be detrimental in any way to the employee's record.

The Employer shall not be required to pay overtime created by the absence of the Local Union representative.

Section 15.9. Prohibition Against Misuse of Leaves

During any leave 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 written approval by the Employer, other than outside employment permitted by Section 19.5. Employees who engage in employment elsewhere during such leave shall be subject to immediate discharge and loss of all accrued rights and benefits.

Section 15.10. Right to Return From Leave

When an employee returns from any leave of absence permitted by this Agreement, the Employer shall return the employee to work as a Correctional Officer, seniority permitting. If the employee does not have the seniority, the layoff provisions of this Agreement shall apply.

Section 15.11. Family Medical Leave Act

The parties recognize that additional rights regarding leaves of absence may exist under the Family Medical Leave Act.

Employees who take a leave of absence pursuant to the Family and Medical Leave Act shall have the option of using accumulated time prior to going on unpaid leave, but shall not be required to use any accumulated time.

Section 15.12. Personal Leave

Employees shall earn three (3) personal leave days (24 hours) each contract year (Dec. 1-Nov. 30). Employees shall normally schedule personal leave days at least twenty-four (24) hours in advance of the requested date(s). If an employee requests a personal leave day(s), twenty-four (24) hours in advance of the day(s) requested, the requested day(s) shall be granted by the Employer. Personal leave shall be used in no less than one-half day increments. The Sheriff reserves the right to deny or suspend personal leave days for operational necessity as determined by the Sheriff.

In the case of emergencies, where employee is unable to notify the Employer twenty-four (24) hours in advance, the employee shall notify the Employer of his intended absence and the Employer may request proof of the emergency, on a case by case basis if there are reasonable grounds to suspect abuse. Any personal leave not used by December 1st of each year shall be converted to sick time and credited to the employee's sick leave balance.

New employees shall receive personal leave. The amount of personal leave earned, during their first year of employment, shall be pro-rated based on their date of hire with the Employer.

Section 15.13. Worker's Compensation

Employees shall not continue to accumulate any benefits except Health Insurance while on Worker's Compensation or unpaid leave: Benefits are defined as vacation days, sick days, personal days, holidays, bonus vacation days, bonus personal days and clothing allowance. An Employees seniority will continue uninterrupted while an Employee is on Worker's Compensation leave. When an Employee returns to work after Worker's Compensation or unpaid leave, benefits will restart and be prorated for remainder of the year worked. If an Employee is paid clothing allowance or earns any other type of days or allowances at the beginning of the budget year (Dec. 1) and is off later that same year for Worker's Compensation or unpaid leave, the time off will be deducted from next years allowance.

ARTICLE XVI

WAGES AND ALLOWANCES

Section 16.1. Base Wages

All employees in the bargaining unit shall be compensated at an annual salary for the entire duration of this Agreement according to Appendix A, B and C.

All compensation paid for holidays, overtime or similar benefits shall be paid based on the pay scale set forth in Appendix A, B and C.

Section 16.2. Shift Supervisor Differential

Shift supervisors (Sergeants) and the Head Cook shall be paid an annual differential above the annual base wages as shown on the base Wage Schedule attached hereto as Appendix A, B and C. The Shift Supervisor Differential shall be:

Effective 12/1/16- - - \$2,000.00

All Relief Shift Supervisors or any employee assigned temporarily to work in the position of Shift Supervisor or head cook for one (1) full shift or more, shall be paid at the Shift Supervisor rate effective the first day of such temporary assignment.

Section 16.3. Clothing Allowance

- (a) New Correctional Officers Only: New employees shall be furnished one (1) necktie, three (3) long-sleeve and three (3) short-sleeve shirts, three (3) pairs of pants, one (1) badge, one (1) pair of shoes, one (1) leather belt and buttons and adornments as prescribed. Badges, buttons and adornments shall be returned to the County upon termination of employment. Badges, buttons and adornments previously paid for by bargaining unit employees hired prior to the effective date of this Agreement shall be purchased by the County from such employees for fifty dollars (\$50.00). Other initial equipment required by the Sheriff shall be purchased by the new employee from his own funds.
- (b) Correctional Officers: All employees covered by this Agreement who have been employed for a full year shall receive a yearly clothing maintenance allowance to be used for the purchase and maintenance of uniforms and accessories. The annual amount of eight hundred and fifty (\$850) will be paid in a separate check on the first pay day after December 1 of each year. The employee shall be responsible for maintaining his uniforms and accessories in a proper manner so as to maintain a complete uniform at all times and to report to work with uniforms being clean and neat in appearance. When a grant or additional funding becomes available, Kevlar vests will be purchased for individual Correctional Officers.
- (c) Correctional Officers Only: On the first year anniversary of an employee's service, the clothing allowance provided in sub-paragraph (b)), shall be pro-rated based on the number of months actually worked by the employee in the previous fiscal year. (e.g., an employee hired in November will received only 1/12th of the clothing allowance on their anniversary date.
- (d) Court Security: All Court Security employees shall be furnished one (1) necktie, two (2) long sleeve and two short-sleeve shirts, two (2) pairs of pants, one (1) badge, one (1) coat and buttons and adornments as prescribed. Furthermore, the County shall provide all Court Security employees with leather duty belts, mace case and cuff cases. Each employee shall be responsible for furnishing a holster for his duty weapon. Coats, leather, badges, buttons and adornments shall be returned to the County upon termination of employment.

The County will furnish Court Security employees with bulletproof vests and it will be mandatory that they be worn while on duty.

(e) Cooks: All full time cooks covered by this Agreement who have been employed for a full year shall receive a yearly clothing maintenance allowance to be used for the purchase and maintenance of uniforms in the amount of two hundred and fifty dollars (\$250) in a separate check on the first pay day after December 1 of each year. The employee shall be responsible for maintaining his uniforms in a proper manner so as to maintain a complete uniform at all times and to report to work with uniforms being clean and neat in appearance.

(f) Part-time Cooks: All part-time cooks covered by this Agreement who have been employed for a full year shall receive a yearly clothing maintenance allowance to be used for the purchase and maintenance of uniforms in the amount of one hundred dollars (\$100) in a separate check on the first pay day after December 1 of each year. The employee shall be responsible for maintaining his uniforms in a proper manner so as to maintain a complete uniform at all times and to report to work with uniforms being clean and neat in appearance.

(e) All Classifications: Clothing equipment and accessories damaged or lost in the line of duty shall be replaced by the Employer. All such incidents shall be verified by other Officers present at the time of the incident and approved by the Captain or the Sheriff.

Section 16.4. IMRF

All Court Security, Jail Cooks and Clerks shall be members of the Illinois Municipal Retirement Fund and payments to IMRF shall be made in accordance with applicable law.

ARTICLE XVII

INSURANCE

Section 17.1. Health and Hospitalization Coverage

The County shall continue to make available to non-retired employees and their eligible dependents substantially similar group health and hospitalization insurance coverage and benefits as existed in the County's insurance plan as it existed as of December 1, 1986. The County will not be responsible for changes imposed by a third party insurance provider in benefits, co-payment provisions or deductibles so long as the County uses its best efforts to minimize changes by third party insurance providers from one plan year to another. The County will use its best efforts to allow employees to purchase health insurance upon retirement at their own cost. During the term of this Agreement, if changes to the benefit insurance policies provided by this Agreement are instituted for employees not covered by this Agreement, the County agrees additionally

to grant those changes to employees covered by this Agreement. The Union shall be given advance written notice of fifteen (15) days of any such changes. For the purpose of Article XVI, the term "substantially similar" shall be defined as benefits and coverages not necessarily identical to, but, when examined in the context of the total health and hospitalization insurance plan are equal to or better than the insurance plan as it existed as of December 1, 1986.

Section 17.2. Right to Change Insurance Carriers

The County reserves the right to change or provide alternate insurance carriers, health maintenance organizations, or benefit levels or to self-insure as it deems appropriate for any form of insurance referred to in this Article, so long as the new coverage and benefits are substantially similar to the insurance coverage which existed as of December 1, 1986.

Section 17.3. Cost Sharing

The County shall continue to make available to non-retired employees and their eligible dependents substantially similar group health and hospitalization insurance coverage and benefits as existed in the County's insurance plan as it existed as of December 1, 2010. The County will not be responsible for changes imposed by an insurance provider in benefits, co-payment provisions or deductibles so long as the County uses its best efforts to minimize changes by the insurance providers from one plan year to another. During the term of this Agreement, if changes to the benefit insurance policies provided by the County are instituted for employees not covered by this Agreement, the County agrees additionally to grant those changes to employees covered by this Agreement.

The County reserves the right to change or provide alternate insurance carriers, health maintenance organizations, or benefit levels or to self-insurance as it deems appropriate for any form of insurance referred to in this Article, so long as the new coverage and benefits are substantially similar to the insurance coverage which existed as of December 2010.

The County will pay one hundred percent (100%) of the cost of the premiums for the employees' individual group health and hospitalization insurance, so long as the County continues to maintain the self-insurance plan that was in effect on December 1, 2010. If the County drops the self-insurance plan, then the County will pay that amount in place for single insurance as of December 1, 2010 toward the cost of premiums for employee's individual group health and hospitalization insurance. Dependent coverage shall be paid entirely by the employee. The employee's portion of the premiums will be deducted from their pay checks.

The County reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially similar to the insurance coverage in effect as of December 1, 2010. Such

changes may include, but are not limited to, mandatory second opinions for elective surgery, preferred provider provisions, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures.

Section 17.4. Cost Containment

The County reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially similar to the insurance coverage in effect as of December 1, 1986. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, preferred provider provisions, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures. The County shall give the Union advance written notice of any new cost containment measures in accordance with Section 16.1 of this Agreement.

Section 17.5. Continuation of Benefits While on Leave or Layoff

The County shall continue benefits under applicable group insurance as set forth above in this Article while an employee is on an authorized paid leave. During an approved unpaid leave of absence or lay off extending beyond the end of the calendar month in which the leave or lay off began, an employee shall be entitled to coverage under applicable group insurance plans to the extent provided in such plan(s), provided the employee makes arrangements for the change and arrangements to pay the entire insurance premium involved, including the amount of premium previously paid by the County.

Section 17.6. Terms of Insurance Policies to Govern

The extent of coverage under the insurance policies (including HMO and self-insured plans) referred to in this Agreement shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning said insurance policies or plans or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies or plans and may not be the subject of a grievance. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Employer, nor shall such failure be considered a breach by the Employer of any obligation undertaken under this or any other Agreement. However, nothing in this Section 17.6 shall be construed to relieve any insurance carrier(s) or plan

administrator(s) from any liability it may have to the County, employee or beneficiary of any employee.

The provisions of this Section do not apply to self-insured medical benefits where the County Board's determination of coverage conflicts with the determination of the County's plan administrator and or the insurance company that provides coverage above the amount of the self-insured portion of the plan.

Section 17.7. Pensions

The 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.

ARTICLE XVIII

LABOR MANAGEMENT/SAFETY COMMITTEE

Section 18.1. Labor Management Conferences

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Union representatives and responsible administrative representatives of the Employer. Such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a labor-management conference and expressly providing the agenda for such meeting. Meetings shall be scheduled at mutually agreeable times. Such meetings shall be limited to:

- (a) Discussion of the implementation and general administration of this Agreement.
- (b) A sharing of general information of interest to the parties.
- (c) Notifying the Union of changes in non-bargaining conditions of employment contemplated by the Employer which may affect employees.
- (d) Discussion of pending grievances on a non-binding basis to attempt to adjust such grievances and to discuss procedures for avoiding further grievances.
- (e) Items concerning safety issues.

The Employer and the Union agree to cooperate with each other in matters of the administration of this Agreement, and to the degree that standards of law enforcement, security, and public safety can be maintained for the maximum protection of the citizens of the State of Illinois.

To effectuate the purposes and intent of the parties, both parties agree to meet as necessary.

Section 18.2. Integrity of Grievance Procedure

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be discussed in detail at labor-management conferences, and any such discussions of a pending grievance shall be non-binding on either party and solely for the purpose of exploring alternatives to settle such grievances and such grievance discussion shall only be held by mutual agreement of the Employer and the Union, nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 18.3. Safety Issues

Any report or recommendation on safety issues which may be prepared by the Union or the Employer as a direct result of a labor-management conference discussion will be in writing and copies shall be submitted to the Employer and the Union. Such reports or recommendations shall be advisory only.

Section 18.4. Union Attendance

When absence from work is required to attend labor-management conferences held under this Article, Union members shall, before leaving their work station, give reasonable notice to and receive approval from, their supervisor in order to remain in pay status. Supervisors shall approve the absence except in emergency situations. Union members attending such conferences with pay shall be limited to two (2), and they shall remain within the County building and available to report back to duty in an emergency. Time spent in labor-management meetings shall not be compensated or counted as hours worked for any employee Union representative who attends such meetings outside of his regularly scheduled work time.

ARTICLE XIX

GENERAL PROVISIONS

Section 19.1. Gender

Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall be deemed to refer to both the masculine and feminine.

Section 19.2. Ratification and Amendment

This Agreement shall become effective when ratified by the County Board and the Union and may be amended or modified during its term only with mutual written consent of both parties.

Section 19.3. Fitness Examinations(Correctional Officers Only)

Employees are subject to physical testing upon application for employment as prescribed by the Sheriff. On each fifth (5th) anniversary of employment of each employee, each employee shall pass a physical examination by a doctor acceptable to the Merit Commission and meet other medical and physical standards as prescribed from time to time. The Employer shall pay for such physical examinations.

If there is any question concerning an employee's fitness for duty, or fitness to return to duty following a layoff or leave of absence, the County may require, at its expense (to the extent not covered by insurance), that the employee have an examination by a physician selected from the County's current P.P.O. list.

Section 19.4. Drug and Alcohol Testing

The County may require an employee to submit immediately to a urine and/or blood test where there is reasonable, individualized suspicion of improper drug or alcohol use. Upon request, the County shall provide an employee who is ordered to submit to any such test with a written statement of the basis for the County's reasonable suspicion prior to the time the test is administered. There shall be no random or unit-wide mandatory testing, except the County may randomly test an individual employee for twelve (12) months following a positive test result and/or for twelve (12) months following completion of an alcohol/substance abuse treatment program. The County also reserves the right to require a drug/alcohol test of all applicants seeking to be hired or transferred into the bargaining unit. (This shall not include promotions within the bargaining unit.)

The County shall use only the Marion Memorial Hospital or other laboratories which are certified by the State of Illinois pursuant to the Illinois Clinical Laboratory Act or that meet the accreditation requirements of the National Institute of Drug Abuse (NIDA) to

perform drug and/or alcohol testing for such testing and shall be responsible for maintaining the identity and integrity of the sample. The passing of urine will not be directly witnessed unless there is reasonable suspicion to believe that the employee may tamper with the testing procedure. If the first test results in a positive finding, a GC/MS (gas chromatography mass spectrometry) confirmatory test shall be conducted. An initial positive screening test result shall not be submitted to the County; only GC/MS confirmatory test results will be reported to the County. If the County, contrary to the foregoing, receives the results of a positive first test which is not confirmed as provided above, such information shall not be used in any manner adverse to the employee. Within two (2) days of receipt, the County shall provide an employee with a copy of any test results which the County receives with respect to such employee. The County shall be liable for the costs of any tests conducted at the County's discretion.

A portion of the test sample, if positive, shall be retained by the laboratory for six months so that the employee may arrange for another confirmatory test (GC/MS) to be conducted by a laboratory certified by the State of Illinois pursuant to the Illinois Clinical Laboratory Act or that meets the accreditation requirements of the National Institute of Drug Abuse (NIDA) to perform drug and/or alcohol testing of the employee's choosing and at the employee's expense. Once the portion of the tested sample leaves the clinical laboratory selected by the County, the County shall not be responsible for monitoring the proper chain of custody for said portion of the tested sample.

The use, sale, purchase or deliver of illegal drugs at any time (on or off the job) while employed by the County (except as required in the line of duty), abuse of prescribed drugs; consumption or possession of alcohol while on duty (except as required in the line of duty), or being under the influence of alcohol while on duty (which shall be defined as a blood alcohol level of more than .05%) shall be cause for discipline, including termination, in accordance with Article VI of this Agreement, provided, however, that an employee will not be subject to discipline on the first occasion of being tested positive for being under the influence of alcohol while on duty, but will instead be required, as a condition of continued employment, to successfully complete an appropriate alcohol abuse treatment program. While all such disciplinary issues shall be subject to the exclusive jurisdiction of the Employer, all issues relating to the drug and alcohol testing process (e.g., whether there is reasonable suspicion for ordering an employee to undertake a test, whether a proper chain of custody has been maintained, etc.) may be grieved in accordance with the grievance and arbitration procedure set forth in this Agreement.

Voluntary requests for assistance with drug and/or alcohol problems (i.e. where no test has previously been given pursuant to the foregoing provisions) shall be held strictly confidential, and any information received by the County as a result of such a request shall not be used in any manner adverse to the employee's interests, except reassignment for a reasonable time to restricted duties if he is deemed unfit for duty in his current assignment. An employee voluntarily seeking assistance shall not be disciplined (except for failure to fulfill obligations under an employee assistance/treatment program), but may be subject to random testing during and for

one year following successful completion of an employee assistance/treatment program. The County's obligation to pay for treatment for alcohol/substance abuse shall be limited to services provided by the County's medical insurance plan in which the employee is enrolled. An employee will be allowed to use all accrued sick leave, vacation and compensatory time off while attending a treatment program, and will be granted an unpaid leave of absence to complete such program after exhausting such paid time off.

Nothing in this Section shall be construed to prevent an employee from asserting that there should be treatment in lieu of discipline in any disciplinary proceeding involving alcohol or drug abuse.

Section 19.5. Outside Employment

Employees shall file and keep current with the Sheriff a written record of their outside employment, including self-employment, and addresses and telephone numbers where they can be contacted if necessary. Employees may not hold outside jobs, including self-employment, which will result in a conflict of interest or infringe on their ability to do their job for the County.

Section 19.6. Rules and Regulations

The Union agrees that it and all bargaining unit employees shall comply in full with all rules, regulations, orders and policies of the Williamson County Sheriff which are not in conflict with this Agreement. The Union acknowledges the right of the Sheriff to make, alter and enforce such rules, regulations, orders and policies as it deems appropriate, consistent with its authority under Article IV (Management Rights). New or revised rules and regulations will be posted and provided to the Union President for seven (7) calendar days before their effective date, except under emergency circumstances.

A copy of the Sheriff's Standard Operating Procedures shall be made available to all employees. Any changes in the Sheriff's Standard Operating Procedures shall be posted for no less than five (5) calendar days prior to becoming effective.

Section 19.7. Personnel Files

The Employer shall keep a central personnel file for each employee within the bargaining unit. The Employer is free to keep working files, but material not maintained in the central personnel file may not provide the basis for disciplinary or other action against an employee.

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

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

- (a) Such inspection shall occur upon request, when the request is received during regular business hours, however at no time shall the inspection be delayed more than twenty-four (24) hours from the receipt of the request;
- (b) Such inspection shall occur during daytime working hours Monday through Friday upon reasonable request;
- (c) The employee shall not be permitted to remove any part of the personnel file from the premises but may obtain copies of any information contained therein upon payment for the cost of copying;
- (d) Upon written authorization by the requesting employee, the employee may have a representative of the Union present during such inspection and/or may designate in such written authorization that said representative may inspect his personnel file subject to the procedures contained in this Article;
- (e) Pre-employment information, such as reference reports, credit checks or information provided the Employer with a specific request that it remain confidential, shall not be subject to inspection or copying. The Employer reserves the right to keep any other information confidential, to the extent provided in the Illinois Employee Access to Personnel Records Act, as amended.

Nothing in this Section 18.7 is intended to waive or limit the Employer's rights as set forth in the Illinois Employee Access to Personnel Records Act, as amended.

Section 19.8. Employee Training

- (a) Correctional Officers Only. The Employer shall provide a minimum of twenty (20) hours of accredited training annually to each bargaining unit employee. If the aforementioned training occurs outside the employee's normal hours of work, and the employee is required to attend, he shall be compensated at the appropriate rate.
- (b) Employee Training (All Others). The Employer shall provide all employees required training annually to each bargaining unit employee. If the aforementioned training occurs outside the employee's normal hours of work, and the employee is required to attend, he shall be compensated at the appropriate rate of pay.

ARTICLE XX

IMPASSE RESOLUTION

Upon the expiration of this Agreement, the remedies for the resolution any bargaining impasse shall be in accordance with Section 14 of the Illinois Public Labor Relations Act, as amended, with the exceptions that (1) arbitration hearings shall be held in Marion, Illinois, and (2) the parties' neutral interest arbitrator shall be selected in accordance with the selection procedures set forth in Section 7.3(a) of this Agreement.

ARTICLE XXI

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 subsequent act of 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 XXII

ENTIRE AGREEMENT

This Agreement, upon ratification by both parties, constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term. The parties acknowledge that, during the negotiations which resulted in 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, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, except as expressly provided in this Agreement, the County and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter expressly referred to or covered in this Agreement.

ARTICLE XXIII

TERMINATION

This Agreement shall be effective as of December 1, 2016, and shall remain in full force and effect until 11:59 p.m. on the 30th day of November, 2021. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the November 30 anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the November 30 anniversary date.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

All notices provided in this Article shall be served upon the other party by registered mail, return receipt requested.

APPENDIX A

FULL TIME NON-CORRECTIONAL EMPLOYEES:

The Sheriff's Clerk and Jail Cook shall receive the following wages and across the board wage increases on the effective dates below:

	HOURLY RATE EFFECTIVE 12/01/16	HOURLY RATE EFFECTIVE 12/01/17	HOURLY RATE EFFECTIVE 12/01/18	HOURLY RATE EFFECTIVE 12/01/19	HOURLY RATE EFFECTIVE 12/1/2020
Clerk	\$16.69	\$17.24	\$17.79	\$18.34	\$18.89
Cook	\$22.68	\$23.23	\$23.78	\$24.33	\$24.88
Visit Supervisor	\$14.30	\$14.85	\$15.40	\$15.95	\$16.50

NEW HIRES AFTER 12/1/16 – STARTING PAY WILL BE:

Clerk: \$15.84

Cook: \$18.68

Visit Supervisor: \$13.75

PART-TIME EMPLOYEES:

The Courthouse Security Officers, Part-Time Correctional Officers, 30 Hour Cook, 16 Hour Cook and Part-Time Cook shall receive the following wages and across the board wage increases on the effective dates below:

	HOURLY RATE EFFECTIVE 12/01/16	HOURLY RATE EFFECTIVE 12/01/17	HOURLY RATE EFFECTIVE 12/01/18	HOURLY RATE EFFECTIVE 12/01/19	HOURLY RATE EFFECTIVE 12/1/2020
Correctional Officer:	\$18.35	\$18.90	\$19.45	\$20.00	\$20.55
Court Security Officer:	\$16.55	\$17.10	\$17.65	\$18.20	\$18.75
Cooks:	\$16.35	\$16.90	\$17.45	\$18.00	\$18.55

NEW HIRES AFTER 12/1/16 – STARTING PAY WILL BE:

Court Security Officer: \$15.00

Part-Time Cooks: \$14.45

All Court Security Officer new hires after 12/1/2016 will receive a starting salary of \$15.00 per hour and shall receive the cost of living increases in the future. All current Court Security Officers shall receive an additional one-time \$0.25 per hour increase on December 1, 2016 in addition to their yearly wage increase.

APPENDIX B

All Correctional Officers Hired Prior to December 1, 2010

All Correctional Officers will receive a \$0.48 per hour step increase on their anniversary date in addition to their yearly wage increase. All employees covered under this contract shall receive a yearly wage increase of (\$0.55) per hour on the following dates: 12/1/2016, 12/1/2017, 12/1/2018, 12/1/2019 and 12/1/2020. The two increases will amount to an annual increase in pay of \$2142.40 on the basis of 2080 hours worked during the year.

APPENDIX C

Full Time
Correctional Officers
Wage Matrix – New Hires
All Correctional Officers Hired After December 1, 2010

	12/1/2016	12/1/2017	12/1/2018	12/1/2019	12/1/2020
Start	\$35,627.00	\$36,769.00	\$37,911.00	\$39,053.00	\$40,197.00
6 mo.	\$36,127.00	\$37,269.00	\$38,411.00	\$39,553.00	\$40,697.00
1	\$36,627.00	\$37,769.00	\$38,911.00	\$40,053.00	\$41,197.00
2	\$37,627.00	\$38,769.00	\$39,911.00	\$41,053.00	\$42,197.00
3	\$38,627.00	\$39,769.00	\$40,911.00	\$42,053.00	\$43,197.00
4	\$39,627.00	\$40,769.00	\$41,911.00	\$43,053.00	\$44,197.00
5	\$40,627.00	\$41,769.00	\$42,911.00	\$44,053.00	\$45,197.00
6	\$41,627.00	\$42,769.00	\$43,911.00	\$45,053.00	\$46,197.00
7	\$42,627.00	\$43,769.00	\$44,911.00	\$46,053.00	\$47,197.00
8	\$43,627.00	\$44,769.00	\$45,911.00	\$47,053.00	\$48,197.00
9	\$44,627.00	\$45,769.00	\$46,911.00	\$48,053.00	\$49,197.00
10	\$45,627.00	\$46,769.00	\$47,911.00	\$49,053.00	\$50,197.00
11	\$46,627.00	\$47,769.00	\$48,911.00	\$50,053.00	\$51,197.00
12	\$47,627.00	\$48,769.00	\$49,911.00	\$51,053.00	\$52,197.00
13	\$48,627.00	\$49,769.00	\$50,911.00	\$52,053.00	\$53,197.00
14	\$49,627.00	\$50,769.00	\$51,911.00	\$53,053.00	\$54,197.00
15	\$50,627.00	\$51,769.00	\$52,911.00	\$54,053.00	\$55,197.00
16	\$51,627.00	\$52,769.00	\$53,911.00	\$55,053.00	\$56,197.00
17	\$52,627.00	\$53,769.00	\$54,911.00	\$56,053.00	\$57,197.00
18	\$53,627.00	\$54,769.00	\$55,911.00	\$57,053.00	\$58,197.00
19	\$54,627.00	\$55,769.00	\$56,911.00	\$58,053.00	\$59,197.00
20	\$55,627.00	\$56,769.00	\$57,911.00	\$59,053.00	\$60,197.00
21	\$56,627.00	\$57,769.00	\$58,911.00	\$60,053.00	\$61,197.00
22	\$57,627.00	\$58,769.00	\$59,911.00	\$61,053.00	\$62,197.00

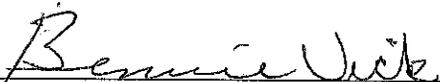
SIGNATURE PAGE

Executed this 21 day of December, 2016.

FOR THE EMPLOYER:



County Board Chairman



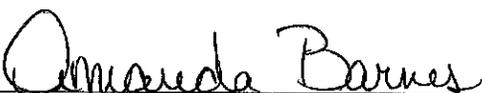
Sheriff



County Commissioner

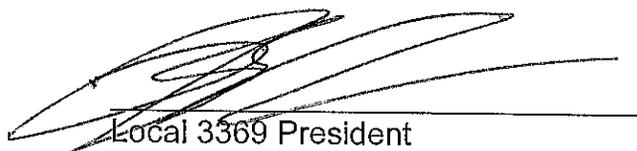


County Commissioner



County Clerk

FOR THE UNION:



Local 3369 President

Local 3369 Bargaining Committee

Local 3369 Bargaining Committee



AFSCME Council 31