

ILLINOIS FOP LABOR COUNCIL

and

COUNTY OF WILLIAMSON AND WILLIAMSON COUNTY SHERIFF

**Williamson County Lodge No. 197
Deputy Bargaining Unit**

December 1, 2018 – November 30, 2021

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PREAMBLE

This AGREEMENT is made and entered into this _____ day of _____, 2020, 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 ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL, WILLIAMSON COUNTY LODGE NO. 197 (hereinafter referred to as the "Lodge").

This Agreement is entered into in recognition of the Lodge'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 Lodge; 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 Lodge as the sole and exclusive bargaining representative for all sworn full-time merited deputies in the rank of Lieutenant or below and full-time merited dispatchers and the Chief Supervisor of Communications. Excluded from the bargaining unit are employees in the rank of captain and above; correctional officers and bailiffs; all non-sworn, non-merited employees of the Sheriff's Department; all non-Sheriff's Department employees; all part-time or 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 content of the language concerned, a different meaning is clearly apparent.

The position of Lieutenant shall be a non-bargaining unit position when there is no Captain or Chief Deputy. The position of Captain shall be a non-

bargaining unit position providing that there has been no appointment of a Chief Deputy. If a Chief Deputy is appointed, the Captain's position shall automatically be included in the bargaining unit. The benefit levels of the Captain shall be not less than those provided to bargaining unit members, with the exclusion of overtime and shift bidding.

Section 1.2. New Classifications

The Employer shall promptly notify the Lodge 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 Lodge 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 Lodge 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 IX (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 XX 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 filed.

Section 1.3. Integrity of the Bargaining Unit

The Lodge acknowledges and agrees that supervisors, Williamson County Sheriff's Police Auxiliary, and part-time employees have in the past and will continue in the future to perform bargaining unit work. 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. The Employer's use of Sheriff's Police

Auxiliary shall be in accordance with the provisions of Chapter 125, Section 10, et seq. of the Illinois Revised Statutes.

Section 1.4. Civilian Dispatchers

It is specifically agreed between the Lodge and the Employer that the Employer may hire civilians as dispatchers to perform bargaining unit work now being performed by merited personnel. It is further expressly agreed by the Lodge and the Employer that the Employer will not lay off any merited dispatchers for the purpose of hiring civilians as dispatchers. Civilians may be hired as dispatchers only to fill new vacancies created by an expansion of the number of dispatchers or for vacancies created by attrition due to the separation from service of a merited dispatcher or due to a merited dispatcher filling the position of patrol officer/deputy sheriff.

Section 1.5. Vacancies

Vacancies within the bargaining unit which the Employer elects to fill shall be filled pursuant to Merit Commission procedures, except as provided in Section 1.4. The Sheriff shall hire new and promote existing merited employees within the bargaining unit from eligibility lists created by the Merit Commission in accordance with its policies and procedures. Equally qualified applicants for promotion to bargaining unit ranks shall be promoted on the basis of seniority with the most senior equally qualified applicant receiving the promotion.

Section 1.6. Duty of Fair Representation

The Lodge agrees to fulfill its duty to fairly represent all employees in the bargaining unit.

Section 1.7. Courthouse Security

At least one bargaining unit member shall be permanently assigned to security details in and about the Williamson County Courthouse. The Courthouse Security Officer shall be assigned and supervised by the Sheriff.

ARTICLE II - NON-DISCRIMINATION

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

In accordance with applicable law, neither the County nor the Lodge shall illegally discriminate against any employee covered by this Agreement because of race, color, sex, age, religion, national origin, or Lodge membership or activities on behalf of the Lodge, or the employee's exercise of his constitutional rights. Other than Lodge membership or activities or the exercise

of constitutional rights, any dispute concerning the interpretation and application of this Article shall be processed through the appropriate federal or state agency or court rather than through the grievance procedure set forth in this Agreement.

ARTICLE III - UNION SECURITY AND RIGHTS

Section 3.1. Dues Check-off

While this Agreement is in effect, the County will deduct from each employee's paycheck once each pay period the uniform, regular semi-monthly Lodge dues and initiation fee, if any, for each employee in the bargaining unit who has filed with the County a lawful, voluntary, effective check-off authorization form (attached as Appendix A). Check-off authorization forms shall be supplied by the Lodge. The County will honor all executed check-off authorization forms received not later than ten (10) working days (i.e. days the County's administrative offices are open) prior to the next deduction date. If a conflict exists between the check-off authorization form and this Article, the terms of this Article and Agreement control.

Total deductions collected for each month shall be remitted by the County to the Lodge by the tenth (10th) of the following month, 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 Lodge. The Lodge agrees to refund to the employee any amounts paid to the Lodge in error on account of this dues deduction provision.

A Lodge member desiring to revoke the dues check-off may do so at any time during the fifteen (15) calendar day period prior to the expiration of this Agreement by giving written notice to the County and the Lodge. Dues shall be withheld and remitted to the Lodge unless or until such time as the County receives a timely notice of revocation of dues check-off 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 an approved list of charitable organizations established by the Illinois State Labor Relations Board and the payment shall be made to said organization.

Section 3.2. Lodge Indemnification

The Lodge shall indemnify, defend and hold harmless the County 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 County in complying with the provisions of this Article, or in reliance on any list, notice, certification or assignment furnished under Sections 3.1. If an improper dues

deduction is made, the Lodge shall refund directly to the employee any such amount.

Section 3.3. Lodge Negotiating Team

Employees who are on the Lodge Negotiating Team shall be permitted to attend bargaining sessions during their regularly scheduled duty time without loss of pay, provided that no more than two (2) such employees will be given paid time off at one time and they shall remain available to return to duty in an emergency. Any time spent in negotiations by Lodge Negotiating Team members which is outside of their regularly scheduled duty shift shall not be considered time worked nor shall it be compensated for in any manner.

Section 3.4. Bulletin Boards

The County will make available bulletin boards and/or bulletin board space for the posting of official Lodge notices which are not partisan political (including postings on any County elections), inflammatory, discriminatory, 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 Lodge, whose officers will be responsible for maintaining same in a neat and orderly fashion. The Lodge will limit the posting of Lodge notices on County premises to these Lodge bulletin boards.

Section 3.5. FOP Examination of Records

Within a period of not more than ten (10) days following a written request by the Lodge President and/or his designee, the County shall provide the Lodge with access to public, non-confidential, information which relates directly to the Lodge's function as the exclusive bargaining representative for the employees covered by this Agreement, and which is not otherwise exempt from disclosure under the Illinois Freedom of Information Act or other applicable state or federal laws, rules or regulations. With the employee's consent, Lodge representatives will be allowed to examine timesheets and other records pertaining to the computation of compensation of an employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance. Nothing herein shall require the Employer to prepare, collate, or copy any information or reports; however, if extra copies of requested materials are readily available, they shall be provided to the Lodge without charge.

Section 3.6. Lodge Officers and Other Representatives

For purposes of this Agreement, the term "Lodge Officers" shall refer to the Local Lodge's duly elected President, Vice-President, Secretary and Treasurer. The Lodge 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 3.7. FOP Representatives' Visits

Authorized representatives of the National or State Lodge shall be permitted reasonable visits to the Department during working hours to talk with officers of the local Lodge and/or representatives of the Employer concerning matters covered by this Agreement.

ARTICLE IV - LEGAL DEFENSE AND INDEMNIFICATION

The County will indemnify for any costs, fees and damages assessed, and will defend and provide legal representation to any employee sued in any civil cause of action for actions taken by the employee in the performance of his duties for the County and within the scope of his authority, where the employee cooperates with the Employer in the investigation, administration and defense of any such actions or claims. Acts of willful misconduct by the employee are not covered by this Article. This Article shall neither add to nor detract from an employee's current protection as now provided by Illinois Statutes.

ARTICLE V - 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 Lodge as the exclusive collective bargaining representative for the employees covered by this Agreement. Except as specifically amended, changed or modified by the express terms of 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 and promote 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 just cause (probationary employees without cause) under the work rules and regulations of the Sheriff's Police and the provisions of this Agreement;
- 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; and to determine whether services or goods are to be provided or produced by employees covered by this Agreement or by other employees or non-employees not covered by this Agreement;
- n. To contract out for goods or services other than law enforcement services 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 VI - SUBCONTRACTING

It is the general policy of the Employer to continue to utilize employees to perform work they are qualified and able to perform. The Employer reserves the right to contract out any 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 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.

During the term of this Agreement, the Employer will not contract out law enforcement services that are normally provided by employees in the bargaining unit, provided, however, that this shall not in any way limit or interfere with the County's ability to enter into mutual aid agreements or other similar arrangements with other law enforcement agencies, nor will this prohibition on subcontracting apply in emergency circumstances.

ARTICLE VII - DISCIPLINE AND DISCHARGE

Section 7.1. Discipline

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

Disciplinary action may be imposed upon an employee only for failing to fulfill his responsibilities as an employee and for just cause. Nothing in this Agreement shall be deemed to alter or modify the Employer's normal reasons for dismissal, suspension or discipline as contained in its rules and regulations, which rules and regulations may be changed from time to time by the County. A copy of any written rules and regulations shall be provided to the Lodge.

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 7.2. Pre-Disciplinary Meetings

Prior to making a final decision on a suspension without pay or a discharge, the County normally shall offer to meet with the employee involved and with a Lodge representative, if requested by the employee, to inform the employee of the reason(s) for the contemplated discharge or suspension and to listen to the employee's position. The names of relevant witnesses and copies of pertinent documents then-within the knowledge or possession of the Employer representatives at the meeting shall also be provided to the employee and Lodge representative at the meeting. Such meeting will normally be held by the end of the next work day following notification to the employee that a discharge or suspension is being recommended. The County reserves the right to immediately suspend an employee pending investigation and pending a pre-discipline meeting.

Section 7.3. Right of Representation

Before conducting a pre-disciplinary meeting as specified in Section 7.2, the employee may request that a Lodge representative be present. The employee may not insist that any particular Lodge representative be present if the requested Lodge representative is unable to meet within twenty-four (24) hours. It is not the intent of the parties to convert such meetings into adversarial proceedings. The role of the Lodge 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 uninterrupted by the Lodge representative. This Section does not apply to meetings at which discipline is simply to be administered.

Section 7.4. Merit Commission

The Employer and the Lodge agree that any disputes arising under the provisions of this Agreement relating to discipline and discharge shall be processed under the administrative review procedures of the Sheriff's Merit Commission, unless the bargaining unit member elects to grieve the matter as set forth in Article VIII. Nothing in this Agreement is intended in any way to replace or diminish the authority of the Sheriff's Merit Commission.

Section 7.5. Bill of Rights

The County agrees to abide by the requirements of the "Uniform Peace Officers' Disciplinary Act" (the "Act") as set forth in 50 ILCS 725/1-7 of the Illinois Compiled Statutes for non-probationary employees. A Lodge representative, if requested by the employee, shall be entitled to be present at any interrogation under the Act. If an employee's dismissal is sought, he may be relieved of duty without pay for up to thirty (30) days pending formal hearing; with this one exception, an employee who is relieved of duty or reassigned pending formal hearing shall receive all ordinary pay and economic benefits as if he were not charged.

ARTICLE VIII - GRIEVANCE PROCEDURE

Section 8.1. Definition

A grievance is defined as a complaint arising under and during the term of this Agreement raised by an employee or the Lodge against the County that there has been an alleged violation, misinterpretation or misapplication of an express provision of this Agreement, except that any dispute concerning a matter or issue subject to the jurisdiction of the Sheriff's Merit Commission (excluding disciplinary matters) shall not be considered a grievance under this Agreement.

Section 8.2. 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 Lodge may process one grievance on behalf of all employees in the group; such a group grievance shall be filed at Step 2. 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 Lodge Officer who has a grievance shall submit the grievance in writing on a mutually agreed to form (attached hereto as Appendix D) 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 a Lodge Officer or representative, if a Lodge grievance), through the use of reasonable diligence, could have obtained knowledge 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 five (5) working days after the grievance is presented.
- Step 2: If the grievance is not settled at Step 1 and the employee (or the Lodge, if a Lodge grievance) wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted by the grievant in writing to the Sheriff and Chairman of the County Board within five (5) working days after receipt of the County's answer in Step 1 or within five (5) working days of when the answer was due in Step 1. The Sheriff and Chairman of the County Board or their designees shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within five (5) working days with the grievant. If no settlement of the grievance is reached, the Sheriff and Chairman of the County Board shall provide a written answer to the grievant, within five (5) working days following the meeting.
- Step 3: If the grievance is not settled at Step 2 and the employee (or the Lodge, (if a Lodge grievance) wishes to appeal the grievance to Step 3 of the grievance procedure, it shall be submitted by the grievant in writing to a Committee consisting of the Sheriff and all members

of the County Board within five (5) working days after receipt of the County's answer in Step 2 or within five (5) 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 offer to discuss the grievance within twenty (20) working days with the grievant. If no settlement of the grievance is reached, the Committee shall respond in writing to the grievant and to the Lodge within five (5) working days following the meeting.

Section 8.3. Arbitration

If the grievance is not settled in Step 3 and the Lodge wishes to appeal the grievance from Step 3 of the grievance procedure, the Lodge 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 Lodge 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) day period, 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 panel in its entirety and request that a new panel be submitted. Both the County and the Lodge 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 order of striking shall be determined by a coin toss.
- (b) The parties shall notify the FMCS of the person selected as arbitrator, who shall then be notified by the FMCS of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Lodge and County representatives. All hearings shall be held in the City of Marion, Illinois, unless otherwise agreed.
- (c) Both parties shall make a good faith effort to arrive at a joint statement of facts and issues to be submitted to the arbitrator.
- (d) The County and the Lodge shall have the right to request the arbitrator to require the presence of witnesses or documents. The County and the Lodge retain the right to employ legal counsel.

- (e) The arbitrator shall submit his/her 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.
- (f) More than one grievance may be submitted to the same arbitrator only if both parties mutually agree to do so in writing.
- (g) The parties by mutual agreement may utilize expedited arbitration procedures.
- (h) 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 Lodge; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 8.4. 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 8.4 shall be final and binding on the County, the Lodge and the employees covered by this Agreement. The Lodge must carry the burden of proving that any decision or remedy proposed by the arbitrator should be retroactive beyond the beginning of the time for filing a grievance at Step 1 (a maximum of ten (10) working days before the grievance was filed at Step 1).

Section 8.5. 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 Lodge, through the use of reasonable diligence, could have obtained knowledge 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 Lodge 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 or withdrawn without precedent or prejudice.

Section 8.6. Processing of Grievances

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

The parties shall endeavor to schedule grievance meetings specified in Section 8.2, Steps 1, 2, and 3, 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, such a meeting is scheduled at the request or consent of the County during the employee's regularly scheduled work hours, a maximum of two (2) employees (the grievant and/or Lodge Officer) shall be released from duty to attend the meeting without loss of pay. Employees shall not be paid for any time during which a grievance meeting occurs outside of the employee's work shift.

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 directive unreasonably endangers his personal safety.

Section 8.7. Miscellaneous

No member of the bargaining unit shall have any authority 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 IX - NO STRIKE-NO LOCKOUT

Section 9.1. No Strike

Neither the Lodge 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. Neither the Lodge nor any employee shall refuse to cross a picket line, by whomever established. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the County, and the only issue that may be raised in any proceeding in which such discipline or discharge is challenged is whether or not the employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent. The Lodge 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 and to achieve a prompt resumption of normal operations.

Section 9.2. No Lockout

The County will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Lodge so long as there is good faith compliance by the Lodge with this Article, unless the County cannot efficiently operate in whole or in part due to a breach of Section 9.1.

Section 9.3. Judicial Relief

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

ARTICLE X - SENIORITY, LAYOFF AND RECALL

Section 10.1. Definition of Seniority

Seniority shall consist of an employee's length of continuous employment in a 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 during any layoff or authorized unpaid leave of absence. Should a bargaining unit member be promoted to a non-bargaining unit rank, and then subsequently demoted back into a bargaining unit rank, that member shall not lose seniority/time of service by reason of the intervening promotion. In order to avoid having employees with identical

seniority dates, the Sheriff will stagger the starting dates for new employees by at least one (1) day.

Section 10 2. Probationary Period

All new employees 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. During an employee's probationary period, the employee may be suspended, laid off or terminated without cause at the sole discretion of the County. 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 Lodge, however, the Employer shall discuss the termination of the probationary employee with the Lodge, 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 10 3. Seniority List

Once each contract year, the County will provide the Lodge with a seniority list of all employees in the bargaining unit setting forth each employee's seniority date and current position. The County shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the County in writing within fourteen (14) calendar days after the Lodge's receipt of the list.

Section 10.4. 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 within each particular job classification or rank to be reduced in the inverse order of their seniority unless compliance with state or federal law requires otherwise. If a reduction is made in the number of deputies and the least senior deputy has previously worked in the bargaining unit as a full-time merited dispatcher, that deputy may bump a dispatcher with less seniority. Similarly, if a reduction is made in the number of dispatchers, and the least senior dispatcher has previously worked in the bargaining unit as a full-time sworn merited deputy, that dispatcher may bump a deputy with less seniority. The exercise of bumping rights is conditioned on the ability of the employee exercising those rights having the skill, qualifications, experience and physical ability to perform the job to which he is bumping without further training, with the exception of routine retesting and refresher instruction. The Employer agrees to inform the Lodge 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 performing bargaining unit work for compensation 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 thirty (30) calendar days prior to the effective date of such layoff.

Section 10.5. 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 retesting and refresher instruction.

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 three (3) 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 seven (7) 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 10.6. 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) is absent from work or fails to report to work at the conclusion of an authorized leave of absence or vacation for two (2) consecutive scheduled working days without proper notification to or authorization from the County (which shall be deemed a quit);
- (f) is laid off and fails to respond to a notice of recall within three (3) working days after receiving notice of recall or otherwise does not timely respond to a notice of recall as provided in Section 10.5; or
- (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.

Section 10.7. Shift Bidding

A. Officers shall select their shift assignments and days off within each division on the basis of rank and seniority. 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. No overtime liability will be incurred through these regularly scheduled shift changes.

B. During shift changes (barring manning shortages), officers shall not be permitted to work double shifts or more than six consecutive work days.

C. If an officer is transferred from a special detail, he will have no "bumping" rights and will be able to bid for shifts at the beginning of the next available four-month schedule block.

D. Special assignments (i.e., courtroom security, SIEG, process service, detectives) shall be made by the Sheriff with the mutual agreement of the officer involved.

ARTICLE XI - HOURS OF WORK AND OVERTIME

Section 11.1. Application of This Article

This Article is intended only as 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.

Section 11.2. Normal Workday/Work Period and Work Shift

The normal work period shall be defined as a regularly reoccurring period of seven (7) consecutive calendar days, established by the County in accordance with the Fair Labor Standards Act. The normal workday shall consist of up to ten (10) consecutive hours of work which normally includes a meal period; however, except for temporary emergencies, Deputies with patrol assignments will remain on 10-hour shifts unless manning levels for patrol are

reduced to fewer than eighteen (18) patrol deputies. For the purpose of this calculation, "patrol deputies" shall include all deputies except those who perform detective, dispatch, and court security functions. No change shall occur in an employee's regular work schedule to avoid payment of overtime, holiday pay, or other premium pay. Prearranged schedule changes and detective assignments shall be excluded from this provision.

All employees shall be scheduled to work on a regular work shift in each seven (7) day work period. An employee may be assigned to work up to forty (40) hours in each work period as a regular shift schedule. The normal shift schedule shall provide for consecutive days off. Shifts may be rotated on a quarterly to four-month basis and changes in scheduling and working regularly scheduled shifts shall not result in the payment of overtime.

Work schedules showing the employees' normal shifts, workdays and hours for the quarter shall be posted fourteen (14) calendar days prior to the beginning of the work schedule, and shall remain posted at all times on all Department bulletin boards where notices to employees are normally posted.

Section 11.3. Changes in Normal Workday, Work Period or Work Shift

Should it be necessary in the interest of efficient and safe operations to establish temporary or permanent schedules departing from a normal workday, period or work shift, the County shall give, where practicable, at least twenty-four (24) hours notice of such change to the individuals affected by such change. If the schedule change is due to a reduction in manning levels as set forth in Section 11.2, the County will make a reasonable effort to give, where practicable, thirty (30) days notice of the pending schedule change.

Section 11.4. Meal Periods

All full-time employees shall be granted a meal period in accordance with past practice during each shift. Whenever possible, the meal period shall be scheduled by the employee's supervisor near the middle of the shift.

Section 11 5. Overtime

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 before or after the end of a regularly scheduled work shift which the employee works in full. 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.

Section 11.6. Compensatory Time

Employees may elect to receive compensatory time off in lieu of overtime payment at the applicable rate, provided that an employee's compensatory time bank may never exceed eighty (80) hours at any given time. The employee must elect to receive compensatory time in lieu of overtime pay at the time the overtime is worked. An employee may also choose to liquidate up to forty (40) hours of comp time in each half of the fiscal year.

Compensatory time shall be taken at such times and in such time blocks as are established or agreed to by the Sheriff or his designee. Scheduling of compensatory time off is subject to the operating needs of the Department, and will not be granted where it would require another employee to be called back at time and one-half rates or where it would leave the Department, in the Sheriff's judgment, with insufficient manpower on duty. Subject to the foregoing, the Sheriff shall not unreasonably withhold approval of requested compensatory time off. An employee may be allowed to use compensatory time to supplement vacation periods. When two (2) or more employees within a job classification desire the same time off as comp time, and the Sheriff determines that only one (1) request will be granted, the more senior employee shall receive the time off. Compensatory time shall not be scheduled more than thirty (30) days in advance of intended use.

Section 11.7. 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 hours, unless the time extends into the employee's regularly scheduled work shift.

In the event an employee is scheduled in court during off-duty hours, and the court appearance is subsequently cancelled, the employee shall receive a minimum of two (2) hours of overtime unless he or she is notified of the cancellation at least twelve (12) hours before his/her scheduled appearance.

Section 11.8. Call Back

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 hours, unless the time extends into the employee's regularly scheduled work shift or unless the individual is called back to rectify his own error.

Section 11.9. 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. There shall be no pyramiding of overtime or premium compensation rates.

Section 11.10. Voluntary Overtime/Extra Shifts

Voluntary overtime assignments or extra shifts shall be offered by classification to officers on the basis of seniority and needs of the County through use of a turn-sheet. When an overtime shift occurs, the officer shall be contacted by phone. If the officer is not available after six rings or refuses, his name shall go to the bottom of the turn sheet. In the event of a refusal or unavailability, the next officer on the turn sheet shall be called. The County reserves the right to assign overtime when volunteers are not available, or if a special need of the County exists.

The Lodge shall administer the turn-sheet, and inadvertent errors in the administration of the turn-sheet shall not be treated as grievances. Assignments normally performed by bargaining unit personnel shall be offered first to bargaining unit personnel before part-time employees are used. The following circumstances shall not be subject to the turn-sheet:

1. current involvement in an ongoing case
2. specialty assignments or certifications (i.e. BA Testing)
3. work in progress
4. response time, geographic considerations
5. assignments of less than two hours at the start or end of a shift
6. assignments of less than five (5) hours in duration

Section 11.11

Employees will be permitted to work two shifts which begin in the same twenty-four (24) hour period providing there is not less than four (4) hours between the scheduled end of the first shift and the scheduled start of the second shift. This section shall only apply to the first or last day of a work week.

Section 11.12. Use of Part-Time Employees

Part-time employees may be used to perform bargaining unit duties under the following conditions:

1. The part-time employee has received required state-mandated training;
2. The part-time employee has met any further requirements established by the Sheriff;
3. Total part time hours shall not exceed forty (40) hours per week;
4. No more than two (2) part time patrolmen may be employed per shift;
5. The turn-sheet shall be used to meet minimum manning requirements, and part time patrolmen shall not be used to meet minimum manning requirements in lieu of the turn-sheet;
6. Part-time patrolmen may be used if volunteers are not available from the turn-sheet.

ARTICLE XII - HOLIDAYS

Section 12.1. Holidays

Paid holidays for regular full-time employees shall consist of the following:

New Year's Day (Jan 1st)	Labor Day
M.L. King's Birthday	Columbus Day
Washington's Birthday	Veteran's Day (Nov. 11th)
Lincoln's Birthday	Thanksgiving Day
Easter* see below	Good Friday
Day after Thanksgiving	Memorial Day
Christmas Eve	Independence Day (July 4th)
Christmas (Dec. 25th)	General Election Day (even numbered years)

Plus, any days declared to be inclement weather closure days by the Williamson County Board or its Chairman only. In no circumstance will an employee be paid more than once for the same named holiday.

Section 12.2. 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 full-scheduled workday before and after the holiday (except when off on an authorized paid leave), in addition to the full holiday when scheduled as part of their normal departmental work schedule.

Section 12.3. Holiday Pay

Employees who satisfy the eligibility requirements of Section 12.2 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.
- (2) When an employee's workday falls on the actual day of a holiday, he shall receive the regular day's pay plus one and one-half times his regular straight-time hourly rate of pay for the regularly scheduled hours of work. If an employee works in excess of the regularly scheduled 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 the regularly scheduled hours.
- (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.
- (4) Employees may elect to receive compensatory time off in lieu of cash payment for holidays at the applicable rate. The employee must elect to receive compensatory time in lieu of holiday pay at the time the holiday is worked.
- (5) Employees shall only receive holiday pay for Easter if they actually work the holiday.

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:

Years of Continuous Service as a Full-Time Bargaining Unit Employee	Amount of Vacation Time-Off Per Year Stated in Terms of Hours:
Less than one (1) year	0 hours
After completion of 1 year	80 hours

After completion of 5 years	120 hours
After completion of 10 years	136 hours
After completion of 12 years	144 hours
After completion of 14 years	152 hours
After completion of 16 years	160 hours
After completion of 17 years	168 hours
After completion of 18 years	176 hours
After completion of 19 years	184 hours
After completion of 20 years	192 hours
After completion of 21 years	200 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 vacation that was accrued but unused as of his most recent anniversary date. Employees who quit must give at least two (2) weeks prior notice in order to receive pro-rated vacation pay at the rate of 1/12th of their vacation entitlement for each completed month of service since their last anniversary date of employment. Employees who are discharged for just cause or who quit without the required notice shall receive no pro-rated vacation pay for the months worked since the last anniversary of their date of hire.

Section 13.4. Vacation Scheduling

On or before November 1 of each year, the Employer shall post a vacation sign up sheet. Employees shall select those weeks during the upcoming fiscal year they desire for vacation. During the first thirty (30) days the list is posted, seniority as defined in Article X 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 during the month of November shall be scheduled in one-week time blocks, where there are conflicting requests for the same time off during a given week.

After this 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.

The Sheriff shall determine the number of employees from each shift that may take vacation at the same time. Vacation time shall be used in no less an increment than one (1) day unless mutually agreed upon by the employee and the Sheriff or his designee.

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 in particular ranks or positions. Furthermore, the Sheriff reserves the right to suspend vacation schedules for operating needs.

Section 13.5. Vacation Carryover

All vacation days must be taken within a year of when they are accrued 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 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.

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 personal attention. Members of the immediate family for purposes of this Article are defined to be the employee's

mother, father, wife, husband, daughter, son (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

Sick leave may accumulate from year to year. Sick leave will be earned at the rate of one day per month.

Accumulated sick leave days for employees with the minimum eight years requirements for an IMRF pension shall not be compensable in any manner upon separation from employment. Employees will be entitled, however, to an extension of their pension service period at the rate of one month for every 20 days of unpaid, unused sick leave or fraction thereof, not to exceed 240 days (one year at ending employee's salary value). See: IMRF Section 5/benefits, page 7. This credit will only apply to an employee's retirement and will not be compensated for in any other manner. Should an employee choose upon or after separation of employment to withdraw their accumulated IMRF pension funds thus making themselves not eligible to receive a pension under that system, the employee shall not be compensated in any way for the sick leave accumulated.

However, for employees under the minimum eight years of service for an IMRF pension please note that converted sick leave service cannot be used to meet the required minimum eight years and will have to be purchased back from those employees. The employee will receive 50% of the value for each unused accumulated sick day, example: 4 days x 50% = two (2) days pay. The maximum number of days which may be purchased will be 64.

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

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, as well.

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.

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.

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 10.6.

After the fifth occurrence of sick leave in a fiscal year, an employee will only be paid at a fifty-percent (50%) rate for the first workday or any subsequent sick leave occurrence in that fiscal year. The term "occurrence" shall be defined as an incident of work-time lost beginning when work is first missed and including any subsequent consecutive scheduled work days or partial days missed. The intervention of regularly scheduled days off does not break a single occurrence.

If an employee uses no more than two (2) sick leave days in a fiscal year (excluding the above named personal day), and if he has at least twenty-four (24) days in his sick leave bank by the end of that fiscal year, he may elect to cash in up to two (2) of his accumulated and unused sick leave days at one-hundred (100%) of his regular daily rate of pay in effect as of November 30. The decision to cash in up to two (2) sick leave days must be made during the first week of November, and payment for such sick leave days cashed in shall be made during the first pay period in December.

Section 14.5. Medical Examination and Other Procedures

The County may, where there is 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 a physician or other appropriate medical professional 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. Examinations administered by a physician or other medical professional 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.

Section 14.6. Abuse of Sick Leave

For the purposes of the provisions contained in this Article, "abuse" of sick leave is the utilization of such leave for reasons other than those that are authorized in Section 14.1 of this Article. "Abuse" of sick leave shall subject the employee to disciplinary action pursuant to the terms of this Agreement.

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 which is not otherwise covered by Family Medical Leave).
- (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 officers leave without loss of pay as a result of death in the family, not to exceed three (3) consecutive days, including regularly scheduled days off, immediately following the death of a member of the immediate family. A member of the immediate family shall be defined to be an officer's mother, father, wife, husband, daughter, or son (including step or adopted), sister or brother (including half or step), father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent or grandchild, or significant other. A significant other shall be one who maintains a quasi-spousal relationship with the member, and with whom the member shares permanent residency. Employees will also be given one day of bereavement leave for the death of an uncle or aunt.

Section 15.3. Short Term Military Leave

The Employer agrees to abide by all applicable military service leave laws.

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 in detail 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 plan 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 and will be treated as such by the Employer. 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.

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 5 ILCS 345/1, Illinois Compiled 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 work.

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. FOP Conferences

Employees who are chosen as delegates to an FOP State or National Conference, upon written application approved by the Lodge and submitted to the Sheriff with at least fourteen (14) days advance notice, will be given a leave of absence without pay for the period of time required to attend such Convention or Conference, subject to scheduling requirements of the Sheriff's Department. This period of time shall not exceed one (1) week. The employees may utilize existing vacation or compensatory time in lieu of such unpaid leave. Requests for such leave shall not be unreasonably denied.

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. 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. Personal Days

Employees covered by this agreement shall earn three (3) personal days each contract year (Dec. 1-Nov. 30). Employees may combine these personal leave days with compensatory time or other benefit time and shall normally schedule personal leave hours at least twenty-four (24) hours in advance of the requested date(s). Those hours not taken by the end of the contract year shall be converted to sick leave or cash at the hourly rate then in effect for the employee.

Section 15.11. Workers' Compensation

The parties agree to follow applicable law as it relates to workers' compensation claims.

ARTICLE XVI - WAGES AND ALLOWANCES

Section 16.1. Base Wages

Appendix C sets forth the base annual wages to take effect on December 1, 2015. Step increases shall continue to be granted on the Wage Schedule attached to this Agreement when an employee reaches the applicable anniversary date.

Section 16.2. Differentials

Sergeants shall be paid a two thousand, two hundred and fifty dollar (\$2250.00) annual differential above the annual base wages as shown in the base Wage Schedule attached hereto as Appendix C. Corporals shall be paid a one thousand, eight hundred and fifty dollar (\$1850.00) annual differential above the annual base wages as shown in the base Wage Schedule attached hereto as Appendix C. Lieutenants shall be paid a two thousand, five hundred dollar (\$2500.00) annual differential above the annual base wages as shown in the base Wage Schedule attached hereto as Appendix C. Detectives shall be paid a two thousand dollar (\$2000.00) annual differential above the annual base wages as shown in the base Wage Schedule, and shall also receive seven (7) hours on-call pay for each week on call.

Any officer assigned on a full-time basis to the Southern Illinois Enforcement Group or other multi-agency drug enforcement unit, shall be paid a two thousand dollar (\$2000.00) annual differential above the annual base wages as shown in the base Wage Schedule.

Any officer in the rank of Captain shall be paid a two thousand, seven hundred and fifty (\$2750.00) annual differential above the annual base wages as shown in the base Wage Schedule.

Section 16.3. Merited Dispatchers Differentials

Merited dispatchers shall be paid the same hereto as Appendix C. The merited dispatchers' communications sergeant shall be paid two thousand one hundred dollars (\$2100.00) above the annual wages for dispatchers as shown on the base wage schedule attached hereto as Appendix C. The merited dispatchers' corporal shall be paid one thousand seven hundred dollars (\$1700.00) above the annual wages for dispatchers as shown on the base wage schedule attached hereto as Appendix C.

Section 16.4. Clothing Allowance

- (a) Effective 12/1/2005, all sworn deputies 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 in the amount of eight hundred fifty dollars (\$850.00), to be paid by separate check during the first pay period of

June of each year. The deputy shall be responsible for maintaining his or her 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.

- (b) During his first year of employment, a new deputy shall be furnished the following clothing: one (1) winter duty jacket; two (2) brown clip-on ties; two (2) pairs of duty pants; two (2) summer duty shirts; two (2) winter duty shirts; one (1) hat with hat badge; one (1) hat rain cover; one (1) shirt/jacket badge with color seal; all other patches and adornments as prescribed; and, for patrol officers only, one (1) ballistic vest of a threat level not less than Level 2. Officers may upgrade their vests using their clothing allowance.
- (c) Clothing equipment and accessories damaged in the line of duty shall be replaced or repaired as necessary by the Employer. All such incidents shall be verified by other officers present at the time of the incident and approved by the Sheriff or his designee. Incident shall be documented in writing by the officer involved.
- (d) For the first year of a deputy's service, the clothing allowance provided in sub-paragraph (a), due in December, shall be pro-rated according to the number of months actually worked by the employee (e.g., an employee hired in November will received only 1/12th of the clothing allowance due in December).
- (e) Ballistic vests shall be replaced by the Employer five years after being first placed in service. These vests are and shall remain the property of Williamson County. When a deputy retires, quits or is terminated, he must return the vest to the Sheriff's Department.
- (f) Merited dispatchers shall also have available to them an eight hundred and fifty dollar (\$850) line of credit for the purchase of work-related clothing, which shall be administered through a quartermaster system.

Section 16.5. K-9 Officer

The K-9 Officer will be compensated an additional 30 minutes per day at the appropriate rate for dog-handling duties outside of regular work hours which are necessary and integral to the K-9 assignment.

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, 2013. 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.

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, 2013.

Section 17.3. Cost Sharing

The County will pay 90.5% of the cost of the premiums for employees' individual group health and hospitalization insurance, and employees will contribute 9.5%. The County will pay 70% of the cost of the premiums for employees' individual plus dependent/family group health and hospitalization insurance, and employees will contribute 30%. The employees' contribution for individual premiums shall not exceed \$140/month; the employees' contribution for individual plus child or spouse shall not exceed \$540/month; and the employees' contribution for family insurance shall not exceed \$640/month. These contribution levels and caps shall not be altered or increased except by mutual agreement until November 30, 2021. The employees' portion of premiums will be deducted from their pay checks.

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, 2013. 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 17.5. 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 there-under 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.

Section 17.7. Retiree Health Insurance

Retiree Health Insurance benefits are as described in the agreement set forth in Appendix E.

Section 17.8. Insurance Committee

The County agrees to allow the employees to participate in a county-wide insurance committee. Members of this committee shall receive regular updates on insurance plan information, and notice of pending changes. They shall be allowed to review all proposals that would change the plan or benefit levels, and to make recommendations to the County.

Section 17.9. Compliance

If, during the current Contract, a change in state or federal law should mandate that the County must require employees to contribute more premium payments, or mandate that the County reduce benefit levels in some substantial way, then the parties shall reopen the insurance provisions of this contract, and attempt to resolve the matter through good-faith bargaining, with any impasse result resolved pursuant to Section 14 of the Labor Act.

ARTICLE XVIII - LABOR MANAGEMENT/SAFETY COMMITTEE

Section 18.1. Labor Management Conferences

The Lodge and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Lodge 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. Such notice may be waived by mutual consent of the parties. 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 Lodge 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 Lodge agree to cooperate with each other in matters of the administration of this Agreement, and to the degree that standards of law enforcement can be maintained for the maximum protection of the citizens of Williamson County, 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 and negotiations. Grievances being processed under the grievance procedure shall not be discussed in detail at labor-management conferences. 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 discussions shall only be held by mutual agreement of the Employer and the Lodge. In addition, negotiations for the purpose of altering any or all of the terms of this Agreement shall not be carried on at such meetings.

Section 18.3. Safety Issues

Any report or recommendation on safety issues which may be prepared by the Lodge 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 Lodge. Such reports or recommendations shall be advisory only.

Section 18.4. Lodge Rep Attendance

When absence from work is required to attend labor-management conferences held under this Article, Lodge 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. Lodge 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 content 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 Lodge and signed by authorized representatives thereof and may be amended or modified during its term only with mutual written consent of both parties.

Section 19.3. Fitness 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 qualified and licensed physician or other appropriate medical professional selected by the County.

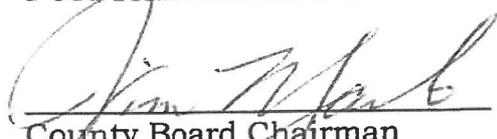
Section 19.4. Drug and Alcohol Testing

The County is currently developing a County-wide Policy which will work in tandem with the provisions herein. The County may require an employee to submit immediately to a urine and/or blood test where there is reasonable,

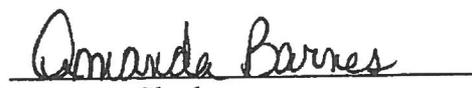
SIGNATURE PAGE

Executed this 24th day of July, 2020.

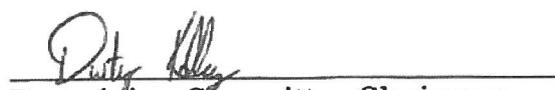
FOR THE EMPLOYER:


County Board Chairman

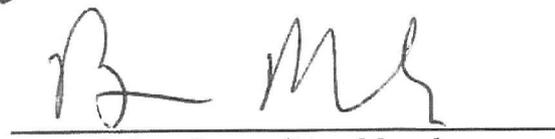

Sheriff

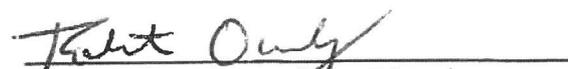

County Clerk

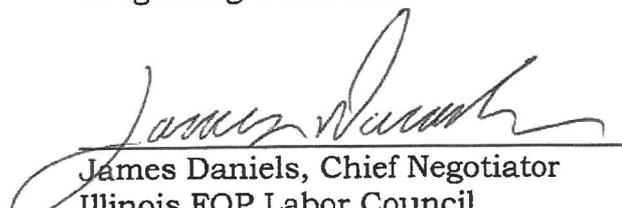
FOR THE LODGE:


Bargaining Committee Chairman


Bargaining Committee Member


Bargaining Committee Member


Bargaining Committee Member


James Daniels, Chief Negotiator
Illinois FOP Labor Council