

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**COUNTY OF RANDOLPH, A BODY POLITIC  
AND THE SHERIFF OF RANDOLPH COUNTY  
CO-EMPLOYERS**

**AND**

**AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES UNION  
COUNCIL 31, AFL-CIO**

**LOCAL UNION 2402**

**ON BEHALF OF THE SHERIFF'S DEPUTY AND  
PROCESS DEPUTY UNIT EMPLOYED BY THE  
RANDOLPH COUNTY SHERIFF'S DEPARTMENT**

**EFFECTIVE**

**DECEMBER 1, 2014 - November 30, 2017**

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## **PREAMBLE**

This Agreement is entered into by the County Board of Randolph County and Sheriff of Randolph County, hereinafter referred to as the Employer, and the American Federation of State, County and Municipal Employees, AFL-CIO, Council 31, on behalf and with Local 2402, hereinafter referred to as the Union, after engaging in collective bargaining pursuant to Public Act 83-1012 (Illinois Public Labor Relations Act) for the purposes of promoting harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

## **ARTICLE I** **RECOGNITION**

### **Section 1.1 Unit Description**

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment as required by the Illinois Public Labor Relations Act for all employees (full-time and part-time) classified as Deputy Sheriff and Process Server (Process Deputy) in the Randolph County Sheriff's Law Enforcement Bargaining Unit.

### **Section 1.2 Supervisors**

The Chief Deputy may continue to perform bargaining unit work, which is incidental to the job in accordance with past practice. The Chief Deputy may also perform bargaining unit work in emergency situations and where such work is necessary to train a bargaining unit employee. Such work by the Chief Deputy shall not cause any layoffs or reduction of hours of the bargaining unit employees.

### **Section 1.3 Abolition or Merger of Job Classification**

The Employer's determination to abolish or merge existing classifications may be appealed to the third step of the Grievance Procedure where the majority of the duties of the classification proposed to be abolished or merged are unique to the classification so proposed for abolition or merger and no other.

### **Section 1.4 Integrity of the Bargaining Unit**

The Employer recognizes the integrity of the bargaining unit, and will not take any action directed at eroding it. Subject to the provisions of this Agreement, the Employer will continue to assign bargaining unit work to bargaining unit employees.

**ARTICLE II**  
**MANAGEMENT RIGHTS**

It is understood and agreed that any of the rights, powers, or authority the County and Sheriff had prior to the signing of this Agreement are retained by the County and the Sheriff, except those specifically abridged, granted, or modified by this Agreement.

**ARTICLE III**  
**UNION SECURITY**

**Section 3.1 Membership Dues Checkoff**

Upon receipt of written authorization by the employee, submitted on a form provided for by the Union, the Employer shall deduct from each employee's paycheck such Union membership dues, PEOPLE contributions and dependent insurance payments. Such deduction shall continue until the employee revokes his written authorization in the same manner as it was initially given or until the termination date of this Agreement. The amount of deductions provided for herein shall be remitted to the Union on a monthly basis, accompanied by a listing of the employee, his social security number and the specific deduction and amount for each.

**Section 3.2 Fair Share Deduction**

Pursuant to Illinois Revised Statute, Chapter 48, Section 1601 et. seq., the parties agree herein that as of the date of the signing of this Agreement, non-Union employees covered by this Agreement who select not to become full Union members shall be required to pay a "Fair Share" amount not to exceed the full amount of Union dues required of full members. The fair share amount shall be deducted by the Employer from such employees' pay pursuant to this Article with regard to full dues checkoff. Said deductions shall be forwarded to the Union pursuant to this Article, along with the above-mentioned dues deduction amount stated within Section 1 of this Article.

**Section 3.3 Indemnification**

The Union shall indemnify, defend and hold the Employer blameless against any claim, denial, suit or liability owing from any action taken by the employee in complying with this Article.

**ARTICLE IV**  
**UNION RIGHTS**

**Section 4.1 Union Activity During Working Hours**

Employees shall, after receiving approval by the Sheriff, be allowed reasonable time off with pay during working hours to attend labor/management meetings, committee meetings and activities if such committees have been established by this Agreement, or meetings called or agreed to by the Sheriff, if such employees are entitled or required to attend such meetings by virtue of being Union representatives or stewards.



**Section 4.2 Access to Premises by Union Representatives**

The Employer agrees that a local representative, officer and AFSCME Council 31 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 a Local Union representative may call a meeting during work hours to prevent, resolve or clarify a problem.

**Section 4.3 Time Off for Union Activities**

Local Union representatives may be allowed time off without pay 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 and may be allowed such time off if it does not substantially interfere with the operating needs of the Employer.

Such time off shall not be detrimental in any way to the employee's record.

**Section 4.4 Union Bulletin Boards**

The Employer shall provide bulletin boards and/or space at each work location. The board shall be for the sole and exclusive use of the Union. The items posted shall not be political, partisan or defamatory in nature.

**Section 4.5 Information Provided to Union**

Each employee will be given, once each month, a list of all unused balances for personal days, vacation days, holidays, and sick days by the fifteenth (15th) day of each month.

**Section 4.6 Distribution of Union Literature**

During employee's non-working hours, he shall be permitted to distribute Union literature to other non-working employees in non-work areas and in work areas during non-work hours.

**Section 4.7 Stewards**

The Employer recognizes the right of the Union to designate one (1) steward and two (2) alternatives in the bargaining unit. The Employer shall be notified in writing by the Union as to the identity of the steward. The Employer shall be notified in a like manner of any change of steward.

**ARTICLE V**  
**SUBCONTRACTING**

**Section 5.1 General Policy**

It is the general policy of the Employer to continue to utilize employees to perform work for which they are qualified and available to perform.

**Section 5.2 Notice and Discussion**

Except in case of an emergency, when the Employer contemplates changing its policy involving the subcontracting of work in the bargaining unit area, and such change amounts to a significant deviation from past practice and would result in the layoff of bargaining unit employees, the Employer shall notify the Union and offer an opportunity to discuss and to participate in considerations involving the desirability of such subcontracting of work, including means by which to minimize the impact on such employees.

**ARTICLE VI**  
**NON-DISCRIMINATION**

**Section 6.1 Prohibition Against Discrimination**

Both the Employer and the Union agree to refrain from any acts of discrimination in violation of any state or federal law on the basis of race, sex, creed, religion, color, marital or parental status, age, national origin, political affiliation and/or beliefs, mental or physical handicap or other non-merit factors. Claims of discrimination under this Section are not subject to the Grievance Procedure contained in this Agreement. Claims of discrimination shall be subject to appeal to the appropriate State or Federal Agency.

**Section 6.2 Union Membership or Activity**

Neither the Employer nor the Union shall interfere with the right of employees covered by this Agreement to become or to refrain from becoming members of the Union, and there shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status.

**Section 6.3 Use of Masculine Pronoun**

The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

**Section 6.4 Equal Employment/Affirmative Action**

The parties recognize the Employer's and the Union's obligation to comply with Federal and State Equal Employment and Affirmative Action Laws.

**ARTICLE VII**  
**NO STRIKE/NO LOCKOUT**

**Section 7.1 No Strike**

During the term of this Agreement, there shall be no strikes, work stoppages or slow downs. No officer or representative of the Union shall authorize, institute, instigate, aid or condone any such activities.

**Section 7.2 No Lockout**

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

**ARTICLE VIII  
PERSONNEL FILES**

**Section 8.1 Inspection**

Upon written request by an employee, the Employer shall permit the employee to inspect his personnel file twice per calendar year. Such inspection shall occur within twenty-four hours (24) following the employee's request. The employee shall not be permitted to remove any part of the personnel file from the premises but may obtain a copy of any information contained in the file upon payment of a fee (not to exceed ten cents (\$.10) per copy) for the cost of copying.

**Section 8.2 Union Access**

An employee may designate in writing that a Union representative may inspect his personnel file subject to the procedures contained in Section 1 of this Article.

**Section 8.3 Employee Rights**

If an employee disagrees with any information contained in his personnel file, the employee may submit a written statement which will be included in the file.

**ARTICLE IX  
DISCIPLINE AND DISCHARGE**

**Section 9.1 Definition**

Employer agrees with the tenets of corrective and progressive discipline. Progressive and corrective shall mean that the discipline imposed shall be commensurate with the offense, taking in to account the employee's past disciplinary record for related offenses. Disciplinary action shall include only the following:

- (a) oral warning;
- (b) written warning (notice to be given in writing);
- (c) suspension without pay (notice to be given in writing);
- (d) discharge (notice to be given in writing).

**Section 9.2 Just Cause**

Employer agrees that disciplinary action shall only be imposed for just cause and shall be imposed as soon as practical after the Employer learns of the occurrence giving rise to the need for disciplinary action and after the Employer has a reasonable opportunity to investigate the facts.

### **Section 9.3 Limitation**

The requirement to use progressive disciplinary action does not prohibit the Employer from using a severe measure, including discharge, when the offense indicates that a substantial shortcoming or action of an employee renders the continuation of employment of the employee in some way detrimental to the Employer. Such disciplinary actions shall include but are not limited to: possession of a controlled substance; intentional destruction or theft of County property; fighting on the job; appearing for work under the influence of drugs or alcohol or other substance that may impair an employee's ability to perform all of the duties required. Both the employee and Union shall be notified of disciplinary action. Such notification shall be in writing and reflect the specific nature of the offense.

### **Section 9.4 Use of Prior Warnings**

Any written warning or suspension shall not be considered in imposing disciplinary penalty for a current offense when more than twenty-four (24) months have elapsed from the written warning or suspension. Provided however, that an arbitrator or judge reviewing the merits of a discharge case shall review the employee's entire personnel file.

### **Section 9.5 Written Notice**

Both the employee and the Union shall be notified of disciplinary action; such notification shall be made in writing by certified mail return receipt requested to the employee's home address, as well as to the Local Union Representative, and shall reflect the specific nature of the offense and directions to the employee for future behavior.

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

### **Section 9.6 Pre-Suspension/Discharge Meeting**

For discipline other than warnings, prior to notifying the employee of the contemplated measure of discipline to be imposed, the Employer shall notify the Union of the meeting and then shall meet with the employee involved and inform him of the reason for such contemplated disciplinary action including any names of witnesses and copies of pertinent documents. The Employer shall grant a reasonable amount of time for the employee and the Union to rebut the reasons for discipline. If an employee does not wish to have Union representation a Union representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings.

### **Section 9.7 Removal of Discipline**

Discipline shall be removed from an employee's record if, from the date of the occurrence, twenty-four (24) months has passed without the employee receiving further discipline for such offense.

### **Section 9.8 Appropriate Personnel**

Bargaining unit members as listed in the unit description contained in article I, Section 1.1 may not evaluate, discipline, discharge, or recommend discipline or discharge, of other bargaining

unit members. Such rights to manage the workforce are limited solely to non-bargaining unit personnel.

## **ARTICLE X**

### **GRIEVANCE PROCEDURE**

#### **Section 10.1. Definition of a Grievance**

A grievance is defined as any unresolved difference, complaint or dispute between the Employer and the Union or any employee regarding the application, meaning or interpretation of this Agreement. This Grievance Procedure is subject to and shall not conflict with any provisions of the Illinois Public Labor Relations Act.

#### **Section 10.2. Representation**

Grievances may be processed by the Union on behalf of an employee or on behalf of a group of employees. Either party may have the grievant or one grievant representing a group of grievants present at any step of the Grievance Procedure, and the employee is entitled to Union representation at each and every step of the Grievance Procedure upon his request.

Grievances may be filed on behalf of two or more employees only if the same facts, issues and requested remedy apply to all employees in the group.

The Employer and the Union agree that all employees shall be covered under all terms of this Agreement except in the case of a probationary employee's discharge during the first six (6) months of employment.

#### **Section 10.3. Subject Matter**

Only one subject matter shall be covered in any one grievance. A grievance shall contain a statement of the grievant's position, the Article, and Section of the Agreement allegedly violated, the date of the alleged violation, the relief sought, and the signature of the grieving employee(s) and the date.

#### **Section 10.4. Time Limitations**

Grievances may be withdrawn at any step of the Grievance Procedure without precedent. Grievances not appealed within the designated time limits will be treated as withdrawn grievances.

#### **Section 10.5. Investigation**

The Union representative shall be permitted reasonable time at the beginning and end of the work day to investigate established grievances on the Employer's property without loss of pay.

#### **Section 10.6. Grievance Meetings**

The Sheriff and the Union steward/representative shall agree on a time and place to hold grievance meetings so that employees on duty can be excused to attend such meetings. Such meetings shall not interfere with the operation of the Sheriff's Department, nor shall employees

be paid for any time during which a grievance meeting occurs outside of the employee's work shift. In the event of a grievance, the employee shall first perform his assigned work task and file his grievance later.

**Section 10.7. Steps in Procedure**

Disputes arising under this Agreement shall be resolved as follows:

**STEP 1:**

The Union shall prepare a written grievance on a form mutually agreed to and presented to the Sheriff no later than seven (7) days after the occurrence that gave rise to the grievance. Within five (5) working days after the grievance has been submitted to the Sheriff, the Sheriff shall meet with the grievant(s) and the Union representative to discuss the grievance and make a good faith attempt to resolve the grievance. The Sheriff shall respond in writing to the grievant(s) and the Union representative within five (5) working days following that meeting. If the resolution of the grievance requires the expenditure of money beyond available budget funds, the grievance shall be referred to Step 2.

**STEP 2:**

If the grievance is not settled at Step 1, the grievance may be referred in writing to the County Board within five (5) working days after the decision of the Sheriff. Within fifteen (15) working days after the grievance has been filed with the Board, the Board shall meet with the Union and the grievant(s) to discuss the grievance and make a good faith effort to resolve the grievance. The Board shall respond in writing to the grievant(s) and the Union within ten (10) working days following the meeting.

**STEP 3:**

If the dispute is not settled at Step 2, the matter may be submitted to arbitration within ten (10) working days after the Board's written decision or the expiration of the five (5) day period if the Board fails to render a written decision. Within ten (10) working days after the matter has been submitted to arbitration, a representative of the Employer and the Union shall meet to select an arbitrator from a list of mutually agreed-to arbitrators. The arbitrator shall be notified of his selection by a joint letter from the Employer and the Union. Such letter shall request the arbitrator to set a time and a place for the hearing subject to the availability of the Employer and Union representatives and shall be notified of the issue where mutually agreed by the parties. All hearings shall be held in the City of Chester, Illinois, unless otherwise agreed to.

Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator.

The Employer and the Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its witnesses.

Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination of the question of arbitrability. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute.

The expenses and fees of the arbitrator mutually agreed to and the cost of the hearing room shall be shared equally by the parties. The decision and award of the arbitrator shall be made within forty-five (45) days following the hearing and shall be final and binding on the Employer, the Union and the employee or employees involved. The arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of the Agreement.

### **Section 10.8 Resolution of Disputes**

The Employer and the Union agree that any dispute arising under the provisions of this Agreement, including those relating to discipline and discharge, shall be processed under the grievance and arbitration procedures of this Agreement.

## **ARTICLE XI SENIORITY/LAYOFFS/RECALLS**

### **Section 11.1. Probation**

All employees shall serve a probationary period of twelve (12) months from the date of hire in the bargaining unit. If for any reason an employee has not completed state-mandated training during his first twelve (12) months of employment, it is understood that his continued employment shall be contingent on successful completion of such training. During the probationary period, the employee shall be subject to dismissal for any reason without recourse to the Grievance Procedure. Upon the completion of the probationary period, the employee shall be granted seniority rights from his most recent date of hire.

### **Section 11.2. Definition of Seniority**

Seniority is defined as the employee's length of continuous service with the Employer since the employee's last date of hire.

### **Section 11.3. Loss of Seniority**

Seniority and the employment relationship shall be terminated if an employee:

- (a) quits;
- (b) is discharged;
- (c) is absent from work three (3) consecutive days without notification to and approval by the Employer, other than because of proven sickness, or is unable to notify the Employer because of physical incapacity or other reasonable excuse;

- (d) is laid off for more than thirty-six (36) months or fails to report to work within five (5) working days after having been recalled from layoff;
- (e) fails to report for work at the termination of a leave of absence;
- (f) if an employee on a leave of absence for personal or health reasons accepts other employment without permission; or
- (g) if he or she is retired.

**Section 11.4. Seniority List**

The Employer shall post and supply to the Union an updated seniority list for bargaining unit employees on a current basis.

**Section 11.5. Layoffs**

When the Employer determines that layoffs are necessary, the Employer shall have the sole discretion to determine the number of employees to be laid off. Employees shall be laid off in the inverse order of seniority.

**Section 11.6. Recalls**

Employees shall retain recall rights for thirty-six (36) months. If the Employer authorizes that a vacancy be filled, employees on layoff with recall rights who have held the classification previously shall be recalled by seniority.

Employees who are eligible for recall shall be given three (3) calendar days notice of recall by registered or certified mail sent to the employee's last known address. It is the responsibility of the employee on layoff to provide the Employer with his latest mailing address. The employee must notify the Employer within three (3) days after receipt of the notice whether the employee will accept recall.

**ARTICLE XII**  
**HOURS OF WORK/BREAKS/OVERTIME**

**Section 12.1 Work Period**

The work week shall consist of seven (7) consecutive days commencing at 12:00 a.m. Monday and ending on Monday at 12:00 a.m. A forty (40) hour work week shall constitute a full work week for the computation of full-time benefits covered by this Agreement.

**Section 12.2 Work Day and Work Shift**

**(a) Detectives, Process Deputy and Office Deputy**

Eight (8) consecutive paid hours of work shall constitute the regular work day. Eight (8) consecutive paid hours shall constitute a work shift.



**(b) Patrol Deputies**

Ten (10) consecutive paid hours of work shall constitute the regular work day. Ten (10) consecutive paid hours shall constitute a work shift.

All employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and quitting time. Schedules, starting, and quitting times shall be identified in Addendum A and thereafter any permanent change will be negotiated. The Process Deputy and all Patrol Deputies shall begin their respective shifts when they notify Dispatch that they are 10-41 (on duty). The Process Deputy and Patrol Deputies' shift shall end upon their notification to Dispatch that they are 10-42 (off duty). The Deputy's shift shall end at the normal designated shift ending time, unless an emergency is being handled or through special approval of the Sheriff or his designee overtime is authorized. Schedules shall not be changed to avoid the payment of overtime.

**Section 12.3 Lunch Period**

The Office Deputy and Process Deputy, covered by this Agreement, shall be entitled to an uninterrupted one-half (1/2) hour lunch period. All Patrol Deputies shall be entitled to a forty-five (45) minute lunch period. The lunch period shall normally be scheduled during the mid-point of the shift or at a time reasonably close to the middle of the employee's shift.

In the event any employee is required to work during such lunch period, he shall be paid for an extra one-half (1/2) hour. Paid lunch periods shall be credited as hours worked by the employee and the employee shall be compensated at the appropriate rate.

**Section 12.4 Responsibility to Work Overtime**

The Union and its employee members acknowledge that bargaining unit work, by law, must be performed twenty-four (24) hours a day, three hundred and sixty-five (365) days a year. The Union and its members recognize that overtime is a necessity because of the nature of bargaining unit work and the limited number of available personnel. However, no overtime may be scheduled in advance without prior approval of the Sheriff or his designee.

**Section 12.5 Call-Back Pay**

Any employee called back to work outside of his regularly scheduled shift or on his scheduled days off shall be paid a minimum of two (2) hours premium pay at the applicable rate. If the employee has been called back to take care of an emergency, the Employer shall not require the employee to work for the entire two (2) hour period by assigning the employee extra non-essential work. This Section shall also apply to time spent, by the employee, in court as result of the performance of an employee's normal duties. Any employee who is required to work longer than two (2) hours shall be paid in accordance with section 12.6 of this Article.

**Section 12.6 Time Off**

Time off for any holidays, accumulated holidays, or vacation days, sick days, or compensatory time shall be counted as time worked for overtime computation. All paid break and meal periods shall also be counted as time worked.

**Section 12.7 Rate of Pay**

Time and one-half (1 1/2) the employee's regular hourly rate of pay, or compensatory time off as defined below, shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours.

**(a) Daily Overtime Process Deputy & Office Deputy Only**

All work performed in excess of eight (8) hours in any work day.

**(b) Weekly Overtime**

All work performed in excess of forty (40) hours in any work week.

**Section 12.8 Compensatory Time Off**

Employees may elect to receive compensatory time off in lieu of overtime for the payment of overtime worked. If compensatory time off is used as the method of paying employees for overtime work, the overtime rate of pay shall be one and one-half (1 1/2) hours compensatory time off for each hour of overtime work, or two (2) hours compensatory time off for each hour worked, whichever is applicable. Compensatory time off shall be scheduled by the employee prior to the end of the fiscal year in which it is earned. If compensatory time is not used by the end of the fiscal year in which it is earned the employee shall be paid for those hours at the appropriate rate.

Compensatory time off shall be scheduled as requested by the employee, so long as it does not adversely affect the operation of the Sheriff's Department. Employees who accrue compensatory time in excess of eighty (80) hours shall be contact by the Employer and advised to schedule the compensatory time off. If compensatory time is not used within thirty (30) days of the date of said notification, the Employer shall schedule the time off within the next thirty (30) days.

**Section 12.9 Distribution**

**"Overtime Procedure"**

When vacant shifts (including event coverage and special assignments) occur due to the absence of a deputy or process server due to illness, injury, vacation or the use of other contractual leave, statutory leave or benefit time; or advance or extended requests for sick leave the Employer shall post a sign up list for the available dates/shifts available for overtime. All bargaining unit employees shall have the opportunity to sign up for the open dates/shifts.

The sign up sheet shall be posted no later than six days prior to the requested date/shift needing filled. However, when the Employer has additional notice the requested date/shift needing filled shall be posted as soon as the Employer becomes aware of the need. If no volunteers sign up through the use of a "Volunteer Sign-up Sheet" within four calendar days of the requested date, the Employer may fill the shift with supervisory staff or part-time in accordance with the Memorandum of Agreement on the use of part-time deputy sheriff positions.

When employees request a day off with less than six days notice the employee shall be responsible to find his replacement to fill the requested shift. This shall not include call in days for sick leave or emergency personal leave days.

When an employee requests a day off with less than six days notice and he/she is unable to find a relief, he/she shall notify the Employer. The Employer shall attempt to fill the shift with a part-time employee in accordance with the part-time deputy sheriff Memorandum of Agreement.

Should the employer be required to mandate an overtime shift be worked by a bargaining unit employee, such mandation shall be done on a rotating basis among all bargaining unit employees through the use of a "Mandate Turn Sheet." Employees so mandated shall be paid at a rate of 2X their normal hourly rate. Employees may not be mandated on a day they have previously requested off. Should the mandation occur on a regularly scheduled day of, employees may opt out of the mandation through the use of personal time off.

Overtime shall be equalized among those employees who volunteer. Employees who fail to sign up for posted overtime shall be credited with as a refusal of the posted overtime. Bargaining unit employees as listed in the unit description contained in Article I, Section 1.1 may not approve or deny overtime requests, voluntary or mandatory, of other bargaining unit employees, unless mutually agreed by both parties.

The notice of vacant shifts shall be posted in a prominent manner on bulletin boards normally used for employee postings, via electronic mail or individual notices to each employee.

All overtime worked shall be turned in on form provided by the Employer and filled out by the employee.

The Employer shall not change shifts to avoid the payment of overtime

#### **Section 12.10 Days Off**

An employee's scheduled work days and scheduled days off shall normally be consecutive, unless otherwise noted in Appendix A.

#### **Section 12.11 Flexible Schedules**

In recognition of the need for flexible hours to accomplish the Employer's mission to provide law enforcement and process services the Employer shall grant reasonable requests by employees (i.e.: Process Deputy & Patrol Deputies) for flexible hours to continue the DARE Program, or serve a lawful summons on an individual who otherwise could not be served during the employees normal working hours. All flexible schedules shall be at the request of the employee and subject to the approval of the Sheriff. This section shall also apply to all other special projects approved by the Sheriff which require an employee to flex his normal hours of work.

#### **Section 12.12 Shift Exchanges**

The current practice of allowing employees to exchange work shifts shall continue. All shift exchanges shall be approved by the Sheriff or his designee. Reasonable requests shall not be arbitrarily denied.

## **ARTICLE XIII**

### **VACATIONS**

#### **Section 13.1 Amounts**

Employees, except emergency and temporary, shall earn vacation time. No employee on leave of absence may earn vacation except when the leave was for the purpose of accepting a temporary working assignment in another class.

A. Eligible employees, hired before the signing of this Agreement, shall earn vacation time in accordance with the following schedule:

- (a) Forty (40) hours after one (1) full year of employment;
- (b) Eighty (80) hours after two (2) years;
- (c) One Hundred Twenty (120) hours after four (4) years;
- (d) One Hundred Sixty (160) hours after nine and one-half (9 1/2) years.
- (e) Two Hundred (200) hours after twenty (20) years of service

B. Eligible employees, hired after the signing of this Agreement, shall earn vacation time in accordance with the following schedule:

- (a) Forty (40) hours after one (1) full year of employment;
- (b) Eighty (80) hours after two (2) years;
- (c) One Hundred Twenty (120) hours after five (5) years;
- (d) One Hundred Sixty (160) hours after nine and one-half (9 1/2) years.
- (e) Two Hundred (200) hours after twenty (20) years of service

#### **Section 13.2 Use**

Vacation time may be taken in increments of not less than two (2) hour increments at a time, and any time after it is earned. Vacation days requested, other than those requested in accordance with section 13.4, shall be requested at least three (3) days in advance of the day requested and must be approved by the Sheriff or his designee.

Due to Patrol Deputies being scheduled on ten hour shifts, Patrol Deputies may use other accumulated benefit time (except sick time) to extend vacation days taken in accordance with this Article for the remainder of any hours, of any shift, not fully compensated by vacation time granted by this Article (i.e.; if an employee receives eight (8) hours of paid vacation leave he may use two (2) hours of other benefit time, excluding sick time).

#### **Section 13.3 Vacation Schedules**

Subject to Sections 4 and 5 and the Employer's operating needs, vacations shall be scheduled as requested by the employee.

#### **Section 13.4 Vacation Schedules by Seniority**

Requests for vacation based on seniority shall be made prior to February 1 of the fiscal year.

Where the Employer is unable to grant and schedule vacation for all employees but is able to grant some employees such vacation, employees shall be granted such vacation period on the basis of seniority.

Requests made after February 1 shall be granted on a first requested first granted basis.

**Section 13.5 Payment in Lieu of Vacation**

If because of operating needs the Employer cannot grant an employee's request for vacation time within a twelve (12) month period after the expiration of the calendar year such time was earned, such vacation time shall be liquidated in cash at straight time.

**Section 13.6 Payment Upon Separation**

Upon separation for any reason, the employee shall be paid for all accrued vacation at his current regular rate of pay.

**ARTICLE XIV  
HOLIDAYS**

**Section 14.1 Amounts**

All employees shall have time off with full salary payment on the following holidays:

New Year's Day	Thanksgiving Day
Martin Luther King's Birthday	Day after 4th Thursday in November
President's Day	Christmas Eve - one-half (1/2) day
Good Friday	Christmas Day
Memorial Day	New Year's Eve - one-half (1/2) day
Independence Day	Labor Day
Columbus Day	General Election Day - Day of Election of Members of the Illinois House of Representatives
Veteran's Day	
Lincoln's Birthday	

Except in cases of emergency, all bargaining unit employees shall receive holidays annually as set by the County Board. When the County Board issues a new holiday schedule it will be posted and a copy given to each employee. In addition to these named holidays, employees covered by this agreement shall receive as holidays any weekdays or portions of weekdays when the Randolph County Courthouse is closed for normal business due to inclement weather or other reason by the Chairman of the County board of Commissioners and/or Sherriff. Bargaining unit members shall receive holiday pay on the weekday designated as the holiday for county employees.

All Holidays shall be observed on the day in which they fall.

All holidays will be computed in hours and shall be based on an eight (8) or ten (10) hour work day based on the employee's normal hours of work.

All holiday hours worked shall be paid in cash at the appropriate rate as required in this section.

#### **Section 14.2 Holiday During Vacation**

When a holiday falls on an employee's regularly scheduled work day during the employee's vacation period, the employee will be charged with that holiday and retain the vacation day.

#### **Section 14.3 Holiday**

If a holiday falls on an employee's scheduled work day, and the employee works that day, the employee shall be compensated at the double time and one-half (2 1/2) rate.

If a holiday falls on an employee's scheduled day off, equivalent time off or equivalent pay shall be granted at the Employer's option.

Holidays shall be paid or accrued in accordance with this Article when an employee works the majority of his shift on the calendar date which the holiday falls.

When two or more employees request a holiday off seniority shall be the determining factor with the most senior employee's request being granted first then the next and so on. Requests shall be based on the employee's normal work rotation.

#### **Section 14.4 Equivalent Time Off**

All employees who accrue holiday time shall be granted equivalent time off, at the rates identified in section 14.3 above. Accumulated holiday time shall be scheduled as requested by the employee, so long as it does not adversely effect the operation of the Sheriff's Department. Holiday time shall be scheduled within twelve (12) months of the date it is earned.

#### **Section 14.5 Payment Upon Separation**

Upon separation for any reason, the employee shall be paid for all accrued holidays at his current regular rate of pay.

### **Section 14.6 Holiday Schedules**

Employees who are scheduled to work the holiday shall work the holiday. If more than one employee requests a holiday off requests shall granted in seniority order with the most senior employee's request being granted first.

If no employee requests a holiday off and an employee is assigned to take the holiday off they shall be assigned in reverse seniority order. The least senior employee being assigned first then the next least senior employee and so on.

## **ARTICLE XV** **SICK LEAVE**

### **Section 15.1 Purpose**

For the purposes of this Section, "Sick Leave", may be used for illness, disability or injury of the employee, and the employee's spouse, parents (including step), children (including step), or any relative living in the employee's household for whom the employee has custodial responsibility; appointments with doctors, dentists or other recognized practitioners; non-job related injury for which the employee is under a doctor's care; quarantine because of communicable disease in the family of the employee; or to cover the first three (3) days absence due to a job related injury.

### **Section 15.2 Accumulation**

Bargaining unit employees will accrue sick days at the rate of eight (8) hours per month. Employees shall be credited with sick day accrual from their original date of hire.

### **Section 15.3 Carryover**

Sick leave may be accumulated by all employees covered by this Agreement. An employee who resigns employment or is terminated for any reason will be paid for accrued sick leave in accordance with section 15.7.

### **Section 15.4 Return to Work**

If an employee is absent from work because of illness, or a non-industrial accident, for more than three (3) days, upon the employee's return to work such employee must present a certificate signed by a licensed physician in order to qualify for sick leave benefits.

### **Section 15.5 Sick Leave Abuse Sanctions**

For the purposes of the provisions contained in this Article, "Abuse" of sick leave is the utilization of such for reasons other than those stated in Section 1 of this Article.

Upon sufficient evidence of the abuse of such sick leave, the employee shall not be paid for such leave taken or shall the employee accrue any rights such as seniority or other rights. Continued "abuse" of sick leave shall subject the employee to disciplinary action pursuant to the terms of this Agreement. The Employer will not discipline an employee for legitimate use of sick leave.

**Section 15.6 IMRF Pension Service Credit for Unpaid, Unused Sick Days at Retirement**

As of January 1, 1986, retiring qualified IMRF members of the bargaining unit are granted a maximum of one (1) year of pension service credit for unpaid, unused sick leave at the rate of one-twentieth (1/20) of a month for each full day of unpaid, unused sick leave accumulated under the Randolph County Sick Leave Provision of the Personnel Policy. (Only members (employees) with eight (8) years or more of service at retirement qualify.)

**Section 15.7 Payment Upon Separation**

An employee shall be compensated for accumulated sick leaves, up to a total of three hundred twenty (320) hours, at his current regular rate of pay at that time, if he resigns employment or employment is terminated for any reason. Any sick leave accumulated in excess of three hundred twenty (320) hours may be used to extend the employee's IMRF service credit in accordance with section 15.6 above.

**ARTICLE XVI  
LEAVES OF ABSENCE**

**Section 16.1 Personal Leaves**

Each year four (4) full working days with full pay may be used by the employee for personal leave for the purpose of attending to personal, legal, household or family matters that require absence during working hours. Except in emergencies, the employee shall request such leave on a form provided by the Employer, processed by the Sheriff, at least two (2) working days in advance of the day to be taken. It is accepted that personal leave may not be used to extend vacations.

**Section 16.2 Paid Leaves**

Family Death: In the event of a death in the immediate family of an employee (spouse, parents, step parents, children, step children, children-in-law, brother, step brother, brother-in-law, sister, step sister, sister-in-law), the employee shall be granted five (5) days leave of absence; mother-in-law, father-in-law or grandparents, grandchildren, uncles, and aunts, three (3) days leave of absence with full pay to attend funeral services. The Sheriff may require proof to substantiate such leave.

**Section 16.3 Attendance in Court**

Any employee called or subpoenaed by a legislative, judicial, or administrative tribunal, shall be allowed time away from work with pay, except in matters of non-work related personal litigation, for such purposes.



**ARTICLE XVII**  
**UNPAID LEAVES OF ABSENCE**

**Section 17.1 Criteria for Unpaid Leaves**

Leaves of absence without pay may be granted for health, educational, personal, or military reserve purposes. Leaves of absence may only be granted by the Sheriff. Leaves may be granted with the following understanding between the Employer and the employee.

**Section 17.2 Health Leave**

A health leave may be granted by the Sheriff to employees with six (6) months of service or more. The employee must present a written statement from a licensed physician to the Sheriff, stating the need for such a leave. The length of the leave shall be granted by the Sheriff, giving consideration to the physician's recommendation. The maximum period of time a health leave will be granted for is one (1) year. Employees returning to work from a health leave must present a written release from their physician.

**Section 17.3 Education Leave**

An educational leave may be granted by the Sheriff to employees with one (1) year of service when the education program is of mutual benefit to both the County and the employee. The length of leave will be determined in accordance with the type of program attended. (Educational leave should not be confused with education benefits.)

**Section 17.4 Active Call to the Armed Services**

A leave of absence shall be granted by the Sheriff to employees who have ninety (90) days of service and who are called to active service in the Armed Forces. The employee's service date and resulting benefits will remain intact. The employee will be taken back in a position of like pay and classification if he returns within ninety (90) days of discharge.

**Section 17.5 Personal/General Leaves**

A leave of absence may be granted by the Sheriff to employees who have six (6) months of service for personal reasons, serious in nature (i.e., illness in family, marital problems, etc.). The length of the leave will not exceed six (6) months.

**Section 17.6 Civic Duty**

Employees required to appear before a court or other public body on any matter not related to their work and in which they are not personally involved (as a plaintiff or defendant) and employees elected or appointed to any political or legislative position who request a leave of absence to perform their civic duty may be granted a leave of absence without pay for the period necessary to fulfill their civic responsibilities.

**Section 17.7 Jury and Grand Jury Duty or As a Witness**

Leave with pay will be granted to bargaining unit employees for time spent in jury and grand jury service. Evening and night shift employees will be granted leave for jury and grand jury service, even though such service occurs during the daytime, if reporting to work would impose an

unreasonable hardship on the employees. Employees shall be paid the difference, if any, between jury or witness service compensation they receive and their regular wages for each day, except that the employee may retain any portion of such pay that covers mileage reimbursement. Also, he may keep any such pay that is for service performed on the days of his regularly scheduled weekend, or performed while he is on vacation or while liquidating accumulated overtime.

**Section 17.8 Treatment of Seniority**

Employees shall retain and continue to accumulate seniority and continuous service while on leaves provided for under this Article. A probationary employee serving an initial probation shall not accumulate seniority during such leave beyond the amount of time they have been employed with the County, provided that such accumulation shall not reduce the probationary period.

**Section 17.9 Workers' Compensation**

A leave of absence conforming to applicable state regulations shall be granted by the Sheriff to employees who have been injured while performing their work assignment for the County.

**Section 17.10 Family Responsibility Leave**

An employee who wishes to be absent from work in order to meet family responsibilities arising from the employee's role in his family or household shall, upon request, be granted a Family Responsibility Leave for a period not to exceed one year, without pay. Such employee shall also be entitled to an intermittent or part-time leave. Family Responsibility Leaves may be renewed for good cause.

Employees shall have the option of using accumulated time prior to going on unpaid leave. Employees shall not be required to use any accumulated time prior to going on leave.

The Employer shall maintain insurance coverage for Family Responsibility Leave at the level coverage would have been provided if the employee had continued in his normal employment status for the period covered under the Family and Medical Leave Act.

**Section 17.11 Right To Return From Leave**

Employees on leave of absence granted under the provisions of this Agreement, shall be returned to the same or like position which they held at the time the leave of absence was requested.

**ARTICLE XVIII  
INDEMNIFICATION**

**Section 18.1 Employer Responsibility**

The Employer shall be responsible for, hold members of the bargaining unit from and pay for damages or monies except punitive damages which may be adjudged, assessed or otherwise levied against any officer covered by this Agreement, subject to the conditions set forth in

Section 4, pursuant to the Illinois Revised Statutes, Ch. 24, subsection 4-6, or the Randolph County insurance limit, whichever is greater.

**Section 18.2 Legal Representation**

Employees shall have legal representation provided by the Employer in any civil cause of action brought against an employee resulting from or arising out of the performance of duties.

**Section 18.3 Cooperation**

Employees shall be required to cooperate with the Employer during the course of the investigation, administration, or litigation of any claim arising under this Article.

**Section 18.4 Applicability**

The Employer will provide the protections set forth in Sections 1 and 2 above, as long as the employee is acting within the scope of his employment and where the employee cooperates, as defined in Section 3 with the Employer in defense of the actions or claims. Claims based on intentional acts of misconduct by the officer shall not be covered by this Article.

**ARTICLE XIX  
MEDICAL INSURANCE & PERSONAL SUPPORT PROGRAM**

**Section 19.1 Medical Insurance**

The Employer shall provide all employees with the same paid medical insurance provided to all other County employees. The Employer will not reduce the level of benefits currently in place for employees without negotiating such changes with the Union. The Union shall be entitled to have a representative present when bids are taken.

**Section 19.2 Personal Support Program**

The Union shall administer an Employee Assistance Program (EAP) for all full-time AFSCME represented employees. The Employer shall contribute twenty-nine (29) dollars per full-time AFSCME represented employee to the AFSCME Benefit and Trust Plan within thirty (30) calendar days of the effective date of the collective bargaining agreement, and on the anniversary of the effective date annually thereafter.

**ARTICLE XX  
WAGES**

**Section 20.1 Wages**

Employees in the bargaining unit will be paid on the following hourly wage schedule:

	<u>12/01/14</u>	<u>12/01/15</u>	<u>12/01/16</u>
<b><u>Patrol Deputy:</u></b>	\$26.08	\$26.86	\$27.80
<b><u>Process Deputy:</u></b>	\$22.17	\$22.84	\$23.64
<b><u>Office Deputy:</u></b>	\$21.31	\$21.95	\$22.72

The *above rates* reflect a 2%, 3% and 3.5% increase.

Sergeants shall be paid an additional five hundred dollars (\$500.00) annually.  
Lieutenants shall be paid an additional one thousand dollars (\$1,000.00) annually.

New deputies shall be paid at the following rates:

FY 2015	$\$58,020.56 \times 80\% = \$46,416.44$ – Year 1
FY 2016	$\$59,752.72 \times 83\% = \$49,594.75$ – Year 2
FY 2017	$\$61,843.85 \times 86\% = \$53,185.71$ – Year 3

Effective December 1, 2000 the Employer shall pay a total of 6.5% of each employee’s annual salary to the Illinois Municipal Retirement Fund on behalf of each employee for the employee’s contribution for IMRF.

**Section 20.2 Longevity Bonus**

Effective 12/1/16, in addition to their regular pay, newly hired Full time employees covered by this agreement shall be entitled to a longevity bonus payable the first full pay period in December each year. This longevity bonus shall be computed at the rate of one-fourth percent (1/4%) of their respective base salaries for each year of service. Longevity Bonus payments will be capped in the 20<sup>th</sup> year at 5% of their base pay (no overtime or compensatory time will be figured in the computation of longevity bonus).

Effective 12/1/05, in addition to their regular pay, all employees covered by this Agreement shall be entitled to a longevity bonus payable the first full pay period in December each year. This longevity bonus shall be computed at the rate of one-half percent (1/2%) of their respective total annual salaries for each year of service through five years of service, earned during the previous fiscal year and one-quarter percent (1/4%) of their respective total annual salaries for each year of service, earned during the previous fiscal year of service beyond five years.

Current employees will have their Longevity Bonus figured using the established formula and base pay only, no overtime or compensatory time will be used for the computation of longevity bonus.

Employees who retire or resign in good standing shall receive as severance pay their longevity bonus prorated to the number of months completed during that contract year.

**Section 20.3 Section 457 Deferred Compensation**

The parties agree to implement a Section 457 Deferred Compensation Plan to allow employees to set aside funds for post retirement expenses for health insurance and medical care costs.

Effective 12/01/07 employees covered by this Agreement may elect to contribute an amount of payroll into a Section 457 Deferred Compensation Plan via payroll deduction. Employees may cash in up to four accumulated sick days annually, in the month of December, to contribute to

this Section 457 Deferred Compensation Plan. The amount paid into the Section 457 Deferred Compensation Plan for the cashed in sick leave shall be based on the employee's hourly wage in effect on the date the request is submitted. Employees who resign retire or other wise terminate their employment with the employer may elect to deposit the cash value of their accumulated time into a Section 457 Deferred Compensation Plan in lieu of receiving a cash payment for any accumulated time.

**ARTICLE XXI**  
**LABOR/MANAGEMENT COMMITTEE**

There shall be a Labor/Management Committee consisting of the Sheriff or his designee and not more than two (2) persons elected by the bargaining unit employees. This Committee shall meet once every month unless mutually agreed otherwise. In addition to the areas of discussion set forth below, safety and health issues will be dealt with by this Committee.

Items to be included in the agenda for the aforementioned Labor/ Management meetings are to be submitted at least five (5) days in advance of the scheduled dates of the meeting, if at all possible. The purpose of each meeting shall be:

- (a) Discuss the administration of the Agreement.
- (b) Disseminate general information of interest to the parties.
- (c) Give representatives an opportunity to express their views, or to make suggestions on subjects of interest to employees of the bargaining units.
- (d) Notify the Union of changes in non-bargainable conditions of employment contemplated by the Employer, which may affect employees in the bargaining unit.

**ARTICLE XXII**  
**OUT-OF-TITLE WORK**

**Section 22.1 Temporary Assignment**

The Employer may, within the provisions of this Article, temporarily assign an employee to perform the duties of another position classification covered by this Agreement. The Employer will equitably distribute such assignments on a rotating basis giving due consideration to seniority and the operating needs of the agencies. To be eligible for temporary assignment pay, the employee must:

- (a) Be directed to perform duties or the duty which distinguish the position classification and/or be held accountable for the responsibility of a different position classification.

- (b) Perform duties and/or be held accountable for responsibilities not considered a normal part of his regular position classification.

**Section 22.2 Payment**

An employee temporarily assigned to a position classification in an equal or lower pay grade than his permanent position classification shall be paid his proper permanent position classification rate. If the employee is temporarily assigned to a position classification having a higher pay grade than his permanent position classification, the employee shall be paid as if he had received a promotion into such higher pay grade. The Employer shall pay the employee the higher rate for the full time of such assignment; however, this Section shall not apply to temporary assignments of less than a full shift.

**ARTICLE XXIII  
UNIFORM ALLOWANCE**

**Section 23.1 Uniform Allowance**

- (a) All employees, including new employees, shall be furnished three (3) long-sleeve and three (3) short-sleeve shirts, two (2) sweaters, three (3) turtle necks one (1) winter jacket, one (1) light jacket, one summer hat, one winter hat, one (1) pair of shoes, three (3) pairs of pants, two (2) badges, buttons, adornments and all other equipment as prescribed.
- (b) Upon the signing of this Agreement employees shall request replacement of any worn items listed in subsection (a) above and the Employer shall provide any new items listed above. The Employer shall provide the replacement of or shall purchase the items in need of replacement or requested by the employee in a timely manner.
- (c) Additionally, Detectives shall be furnished three (3) summer shirts, three (3) winter shirts, three (3) pairs of slacks and one jumpsuit.
- (d) All uniform equipment and accessories damaged or lost in the line of duty shall be replaced by the Employer.

**Section 23.2 Uniform Waiver**

The parties acknowledge that long-sleeve shirts are not available in the current uniform. However, if the uniform style is changed it is agreed that long-sleeve shirts shall be provided in accordance with section 23.1 above.

**ARTICLE XXIV**  
**VACANCIES**

**Section 24.1 Posting**

Whenever a job vacancy occurs, other than a temporary vacancy as defined below, in any existing job classification or as a result of the development or establishment of new job classifications, a notice of such vacancy shall be posted on all bulletin boards for five (5) working days.

During this period, employees who wish to apply for the vacant job, including employees on layoff, may do so.

**Section 24.2 Selection**

The Employer shall fill the vacancy by promoting from among qualified applicants the employee with the most seniority.

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

Vacancies within the Patrol Deputy classification shall be filled in accordance with 55 ILCS 5/3 800 et, seq.

**Section 24.3 Temporary Vacancies**

Temporary vacancies are defined as job vacancies that may periodically develop in any job classification that do not exceed ten (10) days. Job openings that recur on a regular basis and/or that remain open more than ten (10) days at a time shall not be considered temporary job openings.

**Section 24.4 Right to Return**

An employee may return to his former position within thirty (30) days after selection for the vacancy.

**Section 24.5 Exemptions**

This Article shall not apply to the filling of any vacancy for the position of Lieutenant. This position shall be appointed by the Sheriff.

**ARTICLE XXV**  
**EMPLOYEE DEVELOPMENT AND TRAINING**

**Section 25.1 Training and Development**

The Employer and the Union recognize the need for the training and development of employees in order that services are efficiently and effectively provided and employees are afforded the opportunity to develop their skills and potential. In recognition of such principle the Employer

shall endeavor to provide employees with reasonable orientation with respect to current procedures, forms, methods, techniques, materials and equipment normally used in such employees work assignments and periodic changes therein, including where available and relevant to such work, procedural manuals.

The Employer shall pay the cost of all certification or continuing education as required by the State or Federal statute or regulation. If the aforementioned occurs outside the employee's normal hours of work, and the employee is required to attend, he shall be compensated at the appropriate rate in accordance with Article XII of this Agreement.

**Section 25.2 Employee Review Meetings**

The parties agree that it is in the best interest of labor relations for the employer to conduct an annual employee review meeting with each member of the bargaining unit to advise members of their strengths and weaknesses as well as any room for improvement. The parties agree that these employee review meetings shall not be used for disciplinary purposes, but only as a motivational aide to improve productivity. The Sheriff, or his designee, shall be the person responsible for conducting these meetings, and the parties further agree that these meetings will not be done in a way to embarrass the employee and that they will be kept confidential.

**ARTICLE XXVI**  
**MISCELLANEOUS**

**Section 26.1 Part-Time Benefits**

If the Employer intends to use part-time employees to perform any work currently being performed by any employee covered by this Agreement the Employer must first notify the Union and upon timely request meet to negotiate this decision and its impact with the Union.

**Section 26.2 Full-Time Benefits**

For the purposes of calculating all benefits and time off in this Agreement it is agreed that the employees who are scheduled to work forty (40) hours or more per week or a total of one hundred sixty (160) hours in a month shall be considered full-time employees. Part-time benefits shall be negotiated in accordance with section 1 above prior to the hiring of any part-time employees.

**Section 26.3 Squad Cars**

The current practice of allowing employees to drive their squad cars to and from their residence shall continue. However, if actual abuses of this policy are discovered by the Sheriff the employee found abusing this benefit may be subject to discipline procedures in accordance with this Agreement.

Each squad car shall be equipped by the Employer with a fire extinguisher and first responder first aid kit as well as blood borne pathogen protections in accordance with OSHA standards.



**Section 26.4 Department Policy Manual**

The Employer shall issue an up to date Department Policy Manual to all employees within sixty (60) days of the signing of this Agreement and copy all employees with any future changes or updates.

**Section 26.5 K-9 Officer**

The K-9 officer shall be allotted two and one half (2 1/2) hours each week, during the officer's work shift, for the training, care, maintenance and grooming of the dog. This shall be done at the Sheriff's Office or other designated area approved by the Sheriff.

**Section 26.6 Firearms Qualification**

All deputies shall qualify twice annually. Qualification shall occur once during day light hours and once during the night annually in order to allow for proficiency in all conditions. The Employer shall provide all practice and qualification ammunition.

**Section 26.7 Prisoner Transports**

In order to avoid pulling deputies off their patrol duties the parties agree that prisoner transports shall be assigned in the following manner, anytime the transport will require eight hours (8) or more to complete:

1. Full-time Jail Officers with forty hours mandatory firearms training;
2. Part-time Jail Officers with forty hours mandatory firearms training;
3. Deputies.

**Section 26.8 Use of Part-Time Deputy Sheriff Positions**

The parties agree that law enforcement in Randolph County should be provided by skilled full-time deputies. However, the parties agree that up to a maximum of eight part-time Deputy Sheriff positions may be created for the purpose of filling open full-time shifts under the following limitations:

Any open shift (regular patrol shift, process service, event coverage or special assignment) requiring a Deputy Sheriff or Process Server (hereinafter referred to as deputy or deputies) coverage shall first be offered to all full-time deputies, regardless of rank or grade, for voluntary overtime. If all full-time deputies decline to work the open shift, supervisors may be given the opportunity to work the open shift. In the event that all deputies and supervisors decline to work the open shift, a part-time deputy may be assigned to work the open shift.

The need to fill an open shift shall be determined at the discretion of the Sheriff. However, safety of the employees of the Sheriff's Office and the citizens of Randolph County shall be paramount in this decision.

Part-time deputies/employees shall not be used to permanently replace any full-time position or to permanently provide law enforcement/process coverage. Part-time deputies/employees are to be utilized solely to fill open shifts created by the absence of a full-time deputy due to illness,

injury, vacation or the use of other contractual leave, statutory leave or benefit time now or in the future. Part-time deputies/employees may also be used to cover an event or special assignment after all full-time deputies have been offered and declined to work such event or special assignment.

Part-time deputies/employees shall not be used to permanently replace a full-time position due to a layoff or reduction in the workforce. In the event of a layoff or reduction in the workforce bargaining unit employees shall not be laid off until after such time as all part-time deputies/employees have been laid off.

Part-time deputies/employees shall not accrue any benefits or seniority. Part-time deputies/employees shall be excluded from the bargaining unit and shall not be covered under the Collective Bargaining Agreement. Any part-time deputy/employee hired/promoted to a full-time Deputy Sheriff/Process Server shall have his/her seniority date shown as his/her date of hire as a full-time Deputy Sheriff/Process Server.

Part-time deputies/employees utilized to fill open full-time shifts shall, prior to being hired, have obtained Illinois State Certification as a police officer and shall be required to undergo a background check which may include a drug screening.

**ARTICLE XXVII**  
**SAVINGS CLAUSE**

If any Article or Section of this Agreement or any addendum thereto shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if any compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and addendum shall not be affected thereby, and the parties shall immediately negotiate a substitute for the invalidated Article, Section, or portion thereof.

**ARTICLE XXVIII**  
**DRUG AND ALCOHOL TESTING**

**Section 28.1 Drug and Alcohol Testing**

The County shall use only the Chester Community 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 IX 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 the ordering of an employee to undertake a test is necessary, 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. 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 28.2 Immediate Testing**

The Employer shall require an employee covered by this Agreement to submit immediately to a urine test when there is an automobile accident involving an employee while on duty (excluding deer/auto accidents) or when an employee in the line of duty uses deadly force. A supervisor shall transport the employee to and from the testing facility when testing is required.

**Section 28.3 Random Testing**

Random testing may occur at the direction of the Sheriff up to three (3) times per year, testing up to two (2) employees per occasion. The names of the employees shall be drawn with a member of the bargaining unit and the Sheriff, or his designee, present. The County may randomly test an individual employee for twelve (12) months following a positive test result.

**ARTICLE XXIX  
TERMINATION**

This Agreement shall be effective as of the 1st day of December, 2014, and shall remain in full force and effect until the 30th day of November, 2017. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than thirty (30) days prior to the anniversary date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph:


In the event that either party desires to terminate this Agreement, written notice must be given to the other party not 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.

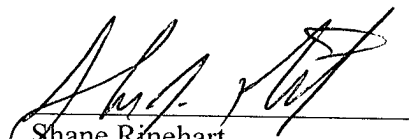
**MEMORANDUM OF UNDERSTANDING**  
**TIME OFF REQUESTS**

The Employer agrees that employees requesting to utilize benefits time off in accordance with the Collective Bargaining Agreement deserve a prompt and clear response to their requests for time off. Therefore the parties do agree as follows:

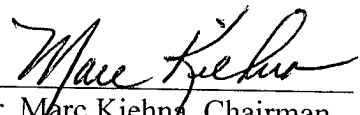
1. Employees shall make requests to utilize vacation, accumulated holiday time and compensatory time in writing on a form provided by the employer in accordance with the Collective Bargaining Agreement.
2. The employee's supervisor shall respond to the employee in writing regarding the approval or denial of the requested time off, normally within forty-eight hours of the request.
3. Such requests for time off shall not be unreasonably denied, with the understanding that unless mutually agreed by both parties, there shall be at least one full-time employee on each shift.

For the Union:

  
Ty Petersen, Staff Representative  
AFSCME Council 31

  
Shane Rinehart  
AFSCME Local 2402 Representative

For the Employer:

  
Dr. Marc Kiehna, Chairman  
Randolph County Commissioners

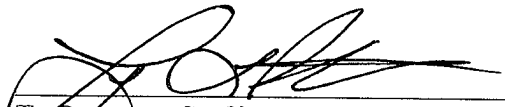
  
Shannon Wolff, Sheriff  
Randolph County

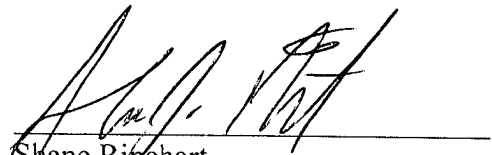
**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto have set their hands this 16<sup>th</sup> day of


July 2015.

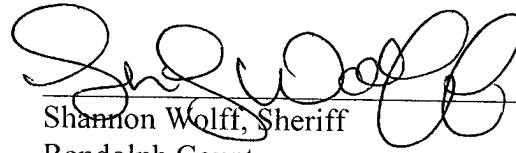
**For the Union:**

  
\_\_\_\_\_  
Ty Petersen, Staff Representative  
AFSCME Council 31

  
\_\_\_\_\_  
Shane Rinehart  
AFSCME Local 2402 Representative

**For the Employer:**

  
\_\_\_\_\_  
Dr. Marc Kiehna, Chairman  
Randolph County Commissioners

  
\_\_\_\_\_  
Shannon Wolff, Sheriff  
Randolph County

## SIDE LETTER OF AGREEMENT

**SIDE LETTER OF AGREEMENT** entered on this 14 day of August, 2015 by and between Randolph County, Illinois (“the Employer”) and the American Federation of State, County and Municipal Employees Local 2402 Sheriff’s Deputy and Process Deputy (“the Union”) is as follows:

**WHEREAS**, the parties, realizing the economic precariousness of the County, have agreed to certain terms regarding Health Insurance Premiums and Contributions.

**WHEREAS**, the parties wish to commemorate those understandings without making extensive changes to the body of their existing collective bargaining agreement.

**THEREFORE**, the parties agree:

1) **To be Amended:** This Side letter shall amend the parties’ current collective bargaining agreement and shall be considered a part thereof until the signing of a successor agreement, when the terms shall be incorporated.

2) **Amendment:** The parties’ collective bargaining agreement shall be amended in the following manner;

A) **Article 19 Section 1 Medical Insurance**

The Employer shall provide all employees with the same paid medical insurance provided to all other County employees. The Employer will not reduce the level of benefits currently in place for employees without negotiating such changes with the Union. The Union shall be entitled to have a representative present when bids are taken.

The parties agree to discuss at a later time the creation of a Joint Health Insurance Committee to discuss the rising costs of insurance and to review and accept health insurance plans in the future.

Effective August 1, 2015, the parties agree that Employees will contribute \$25.00 a month toward their monthly insurance premium. Further, Employees who have elected to receive the Health Savings Plan, (HSA), shall contribute an additional \$25.00 a month to be placed in their HSA. The parties further agree that for the remainder of the 2015 calendar year, Randolph County will contribute \$1,300.00 toward all Employees’ HSA. Randolph County will contribute \$1500.00 a year toward the Employees’ HSA in year 2016 and 2017 to be disbursed in three equal installments - January 1, April 30, and October 1, of those years. Employees opting for the traditional plan shall receive the same compensation in deductible reimbursement in these years.

**All other Sections and subsections of Article 19 shall remain in place as written.**

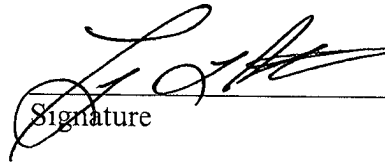
**Board of Randolph County, Illinois**

**AFSCME Local 2402**

Dr. Marc L. Kiehna, Chairman

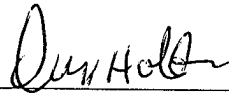
Ty Petersen, Staff Representative

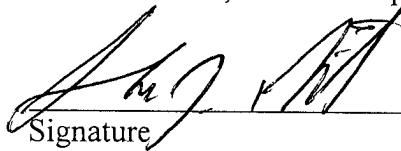
  
Signature 8/14/15  
Date

  
Signature 8-14-15  
Date

David M. Holder, Board Member

Shane Rinehart, Committee person

  
Signature 8-14-2015  
Date

  
Signature 8/14/15  
Date

Ronnie White, Board Member

  
Signature 8-14-15  
Date