

ILLINOIS FOP LABOR COUNCIL

and

COUNTY OF RANDOLPH AND THE SHERIFF OF RANDOLPH COUNTY

**Sheriff's Security Unit and
Communications Unit**

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 Illinois Fraternal Order of Police Labor Council, hereinafter referred to as the Union, after engaging in collective bargaining pursuant to public act 83-1012 (Illinois Public Labor Relations Act) for the purpose 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 1 - 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 full and part-time employees classified as Correctional Officers, Telecommunication Officers, Matrons and Office Deputies in the Randolph County Sheriffs Security bargaining unit.

Unpaid trainees are not considered employees for this Agreement.

Section 1.2 Part-Time Employees

Part-time employees are used to fill vacancies of full-time employees such as vacations, holidays, sick and personal days or any other days approved by the Employer, and shall be guaranteed all rights, benefits and privileges granted in this collective bargaining agreement unless specifically amended in this Agreement.

Section 1.3 Supervisors

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

Section 1.4 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.

Employees may be transferred from one classification to another for the following reasons:

1. For performance deficiencies or other factors adversely impacting the employee's ability to perform the assignment of their current classification;

2. As a result of a reduction of the number of employees in a particular classification, in which case the employee with the least continuous service in the position shall be reassigned; or

3. By mutual agreement between the Employer and affected Employee.

Section 1.5 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 endeavor 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 by the Union, the Employer shall deduct from each employee's paycheck such union membership dues. Such deduction shall continue until the Employer revokes Employee's 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's social security number and the specific deduction and amount for each.

Section 3.2 Fair Share Deduction

Pursuant to Illinois Compiled Statutes, Chapter 5, Section 315-1 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 employee's pay pursuant to the article with regard to full dues check off. Said deductions shall be forwarded to the Union pursuant to this Article along with the above-mentioned dues deduction amount stated within Section one (1) of this Article.

Section 3.3 Indemnification

The Union shall indemnify, defend and hold the Employer harmless against any claim, denial, suit or liability owing from any action taken by the employees 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

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 Local Representatives, Officers and Staff Representatives of the Fraternal Order of Police shall have reasonable access to the premises of the Employer, giving notice upon arrival to the appropriate employer representative and receiving approval from the Sheriff or Sheriffs 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 representative or 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 or detriment to the employee's record for legitimate union business such as Union meetings, state or area-wide Union committee meetings or state/national conventions, provided reasonable notice is given to the Sheriff or Sheriff's designee, and that the time-off does not substantially interfere with the operating needs of the Employer.

Section 4.4 Union Bulletin Boards

The Employer shall provide bulletin boards and/or space at each work location. The items posted shall not be political, partisan or defamatory in nature.

Section 4.5 Information Provided to Employees

On or before the fifteenth (15th) day of each month, the Employer will provide a list of the employee's balances of all personal days, vacation days, comp time, holidays and sick days.

Section 4.6 Distribution of Union Literature

During employee's non-working hours, employees 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, which amounts to a significant

deviation from past practice resulting in the layoff of a significant number of bargaining unit employees, the Employer shall notify the Union, offering an opportunity to discuss and participate in discussion involving the desirability of such subcontracting of work, including means by which to minimize the impact of 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.

Any dispute or allegation concerning a claim of discrimination shall not be processed in the grievance procedure hereof, but rather shall be referred to the appropriate local, state, or federal agency or court. Employees furthermore are encouraged to comply with the Employer's policies pertaining to harassment and discrimination, including the Employer's grievance procedures for claims of this nature.

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 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.

Section 6.4 Americans with Disabilities Act

The Employer shall comply with the Americans With Disabilities Act and ensure that all rights awarded employees under this act are granted.

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

Employees may inspect their personnel file twice per calendar year, within five (5) working days after the Employer receives the employee's written inspection 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 enclosed information.

Section 8.2 Union Access

An employee who is involved in a current grievance against the Employer may designate in writing that a Union representative may inspect employee's personnel file subject to the procedures contained in Section 8.1 of this Article.

Section 8.3 Employee Rights

If an employee disagrees with any information contained in employee's 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. Disciplinary action shall include only the following:

- (a) Oral warning;
- (b) Written warning;
- (c) Suspension without pay;
- (d) Discharge

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 Employer learns of the occurrence giving rise to the need for disciplinary action and after Employer has a reasonable opportunity to investigate the facts.

Section 9.3 Limitations

The requirements to use progressive disciplinary action does not prohibit Employer from using a more severe measure, including discharge, when the offense indicated that a substantial shortcoming or action of an employee renders the continuation of employment or the employee is some way detrimental to the Employer. Such disciplinary actions shall include but are not limited to: carrying of a concealed weapon; gross insubordination; possession of a controlled substance or alcohol; 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, provided the warning is not for a re-occurring offense, when more than twenty-four (24) months have lapsed from the previous written warning or suspension. However, 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 in writing and 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 professionally and privately.

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 employees of the reason for such contemplated disciplinary action including any names of witnesses and copies of pertinent documents.

Section 9.7 Removal of Discipline

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

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 grievers or one griever representing group grievors 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 employee's 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 twelve (12) 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 grievor's position, the Article, and Section of the Agreement allegedly violated, the date of the alleged violation, the relief sought, 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 of the work day to investigate established grievances on the employer's property without loss of pay, providing the investigation does not compromise the integrity or work routine of the employee union representative.

Section 10.6 Grievance Meetings

The Sheriff and the Union steward shall agree on the 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 office, 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 employee's assigned work task and file employee's 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 five (5) working 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 grievor 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 grievor 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 grievor to discuss the grievance and make a good faith effort to resolve the grievance. The Board shall respond in writing to the grievor 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 employee's selection by a joint letter from the Employer and the Union. Such letter shall request the arbitrator to set the time and place for the hearing subject to the availability of the Employer and Union representative 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.

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(s) involved. The arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of the Agreement.

For the purpose of this Article, working days shall be defined as Monday through Friday, 8:00 a.m. to 4:30 p.m., during administrative hours of Sheriff's office.

ARTICLE XI - PROBATION/SENIORITY/LAYOFFS/RECALLS

Section 11.1 Probation

All employees will serve a probationary period of one (1) year, or until the employee accumulates two thousand eighty (2,080) hours and completes all State/County/Federal mandated schools within that time period. During the probationary period, the employee can be discharged at anytime without recourse of the grievance procedure.

Section 11.2 Definition of Seniority

Seniority is defined as a full-time employee's length of continuous full-time service with the Employer since the employee's last date of hire. Part-time employees do not accrue seniority.

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 twenty-four (24) 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 employee is retired.

Section 11.4 Seniority List

The Employer shall post and supply to the Union an updated seniority list for full-time bargaining unit employees on a current basis. A hiring date list of part-time employees will be provided and posted for use in the computation of benefits/probation for the part-time employees.

Section 11.5 Layoffs

Where there is an impending lay-off with respect to full-time officers in the bargaining unit, the Employer shall inform the Union in writing no later than thirty (30) days prior to such lay-off, and lay-offs may be initiated by the Employer only where there are insufficient funds to pay said employees in the bargaining unit. The Employer will provide the Union with the names of said officers to be laid off prior to the lay-off.

Probationary employees, temporary and part-time employees shall not be employed unless a full-time officer on lay-off is given the opportunity to work. Full-time officers shall be laid off in accordance with their seniority. The full-time officers with the least amount of seniority shall be laid off first. All full-time officers shall receive notice in writing of the lay-off at least thirty (30) days in advance of the effective date of such lay-offs.

No employee will be hired to perform or permitted to perform those duties normally performed by an officer while any officer is on lay-off status.

Any officer who has been laid off shall be placed on the appropriate reinstatement list and shall be recalled on the basis of seniority in the Sheriff's Office.

If a lay-off occurs pursuant to this Article, officers affected shall be given first option for any reduced hours normally allotted to part-time employees.

If a reduction is made in the number of bargaining unit members in a particular division and the least senior employee in that division has previously worked in a different division as a full-time employee, that employee may bump another employee in another division 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.

Section 11.6 Recalls

Employees shall retain recall rights for twenty-four (24) months. If the Employer authorizes that a vacancy be filled, employees on lay-off with recall rights who have held the classification previously shall be recalled by seniority.

Employees who are eligible for recall shall be given five (5) 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 lay-off to provide the employer with his latest mailing address. The employee must notify the employer within five (5) days after receipt of the notice whether the employee will accept recall.

ARTICLE XII - HOURS OF WORK/SHIFTS/BREAKS/OVERTIME

Section 12.1 Workweek

The work week will consist of seven (7) consecutive days commencing 2400 hours Sunday and ending 2400 hours Sunday. A forty (40) hour work week shall constitute a complete work week for the computation of full-time benefits covered in this Agreement.

Section 12.2 Work Day And Work Shift

Eight (8) consecutive paid hours of work shall constitute the regular work day and a work shift. All employees shall be scheduled to work on a regular work shift with a regular starting and quitting time. Current schedules with starting and quitting times shall be identified and thereafter any permanent changes will be negotiated.

Office Deputies shall work 8 hours in the period of 8:00 A.M. to 5:00 P.M.

Full-time employees hired before 12/1/03 shall normally be scheduled Monday through Friday with weekends and holidays off, during the term of this Agreement.

Section 12.2(a). Weekend Shift Differential

Any full-time employee who works a shift which begins 2300 hours on Friday through 1600 hours on Sunday shall receive a weekend shift differential of 250 per hour.

Section 12.3 Open Shifts

Whenever an open shift occurs due to a full-time employee using any benefit time, or if an employee uses sick time, giving the employer reasonable notice that the absence will be in excess of three (3) days; full-time employees may, with the approval of the employer or employer designee, request to trade their shift for the open shifts before a part-time employee is assigned the open shift. This trade is for shift exchange only, and the full-time employee cannot use this trade to acquire overtime. Bump ups will be conducted in a fair and equitable manner, with a turn sheet kept to assure that bump ups are offered fairly only when the shift is double covered.

Open shifts shall be filled in the following order:

1. Full-time employees who volunteer to reschedule to fill the open shift as described above (bump-up),
2. Full-time employees who volunteer to work as an overtime shift
3. Full-time employees who agree to split a shift in half to cover the whole shift
4. Cross-trained full time employees who volunteer
5. Part-time employees who volunteer to fill the open shift
6. Mandatory rescheduling of full-time employees

Section 12.4 Part-Time Scheduling

The Employer will make every effort to equalize the number of shifts that are available to the part-time employees on the active approved work list. Part-time employees shall have no restriction as to the total number of hours they may work in a year. However, if a part-time employee has not worked one (1) shift within Ninety (90) days, the Employer will remove them from the employment payroll and consider their service terminated.

Section 12.5 Lunch Period

All employees should receive an uninterrupted thirty (30) minute lunch period between the third (3rd) and fifth (5th) hours of the employee's work shift.

The Employer shall make effort to see that all employees are relieved. In the event an employee is required to work during such lunch period, the employee shall accrue an extra one-half hour comp time or pay at the straight time rate. To be taken at a later date as determined by the Sheriff or respective Section Chief.

Section 12.6 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 work can be scheduled without prior approval of the sheriff.

Section 12.7 Call-Back Pay

Any employee called back to work outside of employee's regularly scheduled shift or an employee's scheduled day 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. Call back can only be authorized by the Sheriff or Sheriffs designee.

Section 12.8 Time Off

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

Section 12.9 Overtime 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 compensations shall not be paid twice for the same hours.

Sub-Section 9A. Daily

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

Sub-Section 9B. Work Period

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

Sub-Section 9C. Before or After Regular Hours

All work performed before or after any scheduled work shift as approved by the Sheriff.

Section 12.10 Compensatory Time

Employees shall have the option of receiving money or compensatory time for or payment of overtime worked. If compensatory time off is used as the method of paying employees for overtime work, the overtime rate of pay for work other than lunch period shall be one and one-half (1 1/2) hours compensatory time off for each hour of overtime work, or one and one half (1 1/2) hours compensatory time off for each hour worked, whichever is applicable.

Compensatory time shall be scheduled as required by the employee, so long as it does not adversely affect the operation of the Sheriff's office.

No employee shall be allowed to accrue and maintain a bank of more than forty (40) hours compensatory time. Up to forty (40) hours of compensatory time may be carried over from year to year.

Section 12.11 Overtime Distribution

Should a full-time employee be required to work overtime, overtime shall be distributed as equally as possible among the employees who normally perform the work in the position classification in which the overtime is needed and within a work unit as mutually agreed to between the parties. It shall be distributed on a rotating basis among such employees in accordance with seniority, the most senior employee having the least number of overtime hours being given first opportunity.

If all employees available to work overtime decline the opportunity, the Employer shall assign the overtime in reverse seniority order: the least senior employee who has not been previously directed by the Employer to work overtime shall be directed to work the hours until all employees have been required to work at which time the process shall repeat itself.

For the purpose of equalizing the distribution of overtime, an employee who is offered but declines an overtime assignment shall be deemed to have worked the hours assigned.

The Employer shall make a reasonable effort to divide and offer overtime equally among all eligible employees. For mandatory overtime a separate turnsheet shall be used, and ran in reverse

seniority order. An employee who works a mandatory overtime assignment shall be placed at the bottom of the turnsheet upon completion of the assignment. If an employee is unavailable for a mandatory overtime assignment, his/her name shall remain at the top of the turnsheet and shall be the first called for the next subsequent mandatory overtime assignment. Mandatory overtime shall mean that overtime, other than holdover overtime, call-back overtime if such call-back is less than two hours before the start of the officer's working shift, and court call-back duty, which is required in nonemergency situations for assignments of three (3) hours or more. Employees mandated to work overtime off the mandatory overtime turnsheet shall be paid at two times (2X) their hourly rate for such overtime worked.

Separate turnsheets will be maintained for each division (dispatch and corrections).

Section 12.12 Day's Off

Full-time employees work days and scheduled days off shall be consecutive.

Section 12.13 Shift Preference

It shall be up to the discretion of the Sheriff to assign shifts for full-time employees. Once an employee is placed on a shift, the Employer cannot remove that employee from the shift for sixty (60) days unless mutually agreed by the Employer and employee or an emergency arises.

Full-time employees covered by this Agreement shall select their work shifts and days off within their division on the basis of seniority. Probationary employees and supervisors shall be exempt from the bidding process. Such bidding shall be done thirty days prior to the shift change, and the shift change shall only occur on the first day of the first full payroll period in January, May, and September, and shall not result in any overtime exposure. When an opening occurs, employees with less seniority may bid on the open shift. Employees who are on a leave of absence shall not be allowed to bid a shift, but shall choose any open shift available when they return from the leave of absence. Then, at the next available bid, the affected employee may take part in the bidding process.

The parties agree that the provisions of this Section will be subject to periodic review on an annual basis.

Section 12.14 Prisoner Transport

Correctional officers dispatched from the County to transport inmates shall not be required to travel alone for more than eight (8) hours per day. If the trip requires more than eight (8) hours, an additional officer shall be scheduled to assist in the transport.

Prisoner transports of 400 miles or less (one way distance) outside the counties surrounding Randolph County, plus Madison County, shall ordinarily be performed by Jail Officers. In order to avoid pulling deputies off their patrol duties, the parties agree that prisoner transports shall be assigned in the following manner, any time 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

ARTICLE XIII - VACATIONS

Section 13.1 Amounts

Eligible employees shall earn vacation time in accordance with the following schedule of employment to be used between December 1st to December 1st of the fiscal budget year:

Full-time employees

- (a) nine (9) days after one (1) year
- (b) fourteen (14) days after two (2) years
- (c) nineteen (19) days after four (4) years
- (d) twenty-four (24) days after nine and one-half (9 1/2) years

Part-time employees (effective December 1, 1994)

In a given month, part-time employees can earn vacation time on a pro-rated basis:

- 0-99 hours - no time earned
- 100-129 hours - one half (1/2) day earned
- 130 plus hours - one (1) full day earned

Section 13.2 Use and Scheduling

Vacation requests are based on seniority and shall be scheduled by February 1st of the fiscal year. Vacation time may be taken in increments of not less than one (1) day at a time, and shall be scheduled as requested by the employee.

Vacation time not scheduled by February 1st of the fiscal year can be scheduled at anytime, provided a five (5) working day notice is given. A shorter notice can be given provided the Employer approves the requested vacation time.

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

Section 13.3 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 fiscal year such time was earned, such vacation time shall be liquidated in cash at straight time.

ARTICLE XIV - HOLIDAYS

Section 14.1 Holiday Scheduling

All full-time employees hired prior to 12/1/03 shall have time off with full salary payment on the below listed holidays. Holidays will be worked by part-time employees and may be worked by full-time employees hired after 12/1/03.

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 Sheriff. Bargaining unit members shall receive holiday pay on the weekday designated as the holiday for County employees.

Section 14.2 Emergency Recall

Full-time employees required to work on a holiday shall be paid at the double time and one-half rate for all hours worked on the holiday. Only the Sheriff or the Sheriffs designee can approve employees for holiday or emergency recall. Part-time employees shall receive time and one-half rate for hours worked on all holidays. Employees required to work overtime on a holiday shall receive 2 1/2 times their hourly rate for all such required overtime hours.

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, children, step-children, parents or any relative living in the employee's household for whom the employee has custody, 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

Full-time employees accrue sick days at the rate of one (1) day per month.

In a given month, part-time employees can accrue sick days on a pro-rated basis:

0-99 hours - no time earned
100-129 hours - one half (1/2) day earned
130 plus hours - one (1) full day earned

Section 15.3 Carryover

Sick leave may be accumulated to a maximum of sixty (60) working days to be used for actual illnesses. Employees may accrue an unlimited amount of sick leave in addition to 60 days for use as an enhancement to their IMRF pension. An employee, who is terminated, except discharged, will be paid twenty (20) days accrued sick leave.

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 purpose of the provisions contained in the Article, "abuse" of sick leave is the utilization of sick leave for reasons other than those stated in Section 1 of this Article.

Upon sufficient evidence of the abuse of sick leave, the employee shall not be paid for such leave taken nor shall the employee accrue any rights such as seniority or other rights. Continued "abuse" of sick leave shall subject the employee to disciplinary action pursuant to the terms of this Agreement. The Employer will not discipline an employee for legitimate use of sick leave.

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

As of January 1, 1986, retiring qualified IMRF members of the bargaining unit be 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.

ARTICLE XVI - LEAVES OF ABSENCE

Section 16.1 Personal Leaves

Each year four (4) days with full pay may be used by the full-time employees for personal leave for the purpose of attending to personal, legal, household or family matters that require absence during working hours. Part-time employees accrue four (4) days with full pay after each grouping of two thousand eighty (2,080) hours have been worked, beginning December 1, 1994. 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, and must be used by December 1st each year.

Part-time employees can accrue personal days on a pro-rated basis, based on work performed during the following periods:

300 plus hours in three months	-	1 day
600 plus hours in six months	-	2 days
900 plus hours in nine months	-	3 days
1,200 plus hours in one year	-	4 days

Section 16.2 Paid Leaves

Employees are entitled to up to five (5) days paid bereavement leave for the loss of a member of the employee's immediate family to include spouse, parent, child, sibling, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or step parents. Employees must submit some proof of the death and relationship to qualify for paid bereavement days.

Employees are entitled to up to three (3) days paid bereavement leave for the loss of a member of the employee's extended family to include grandparents, grandchildren, uncles, and aunts. Employees must submit some proof of the death and relationship to qualify for paid bereavement days.

With prior supervisory approval full-time employees may use up to one day of paid Illness or Vacation to attend the services of another relative or a friend.

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.

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 any military purpose. Leaves of absence and the determination to hold the employee's position open may only be granted by the Sheriff. The employee will be advised prior to taking the leave whether the position will be held open.

If the position is held open, a temporary employee can be used to fill the vacancy if the position is not held open. The employee on leave who wishes to return will be considered for the first position open of like pay and classification. During the leave of absence, an employee does not accrue credit for benefits except as provided in Section 17.8 of this Article.

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 will be determined by the Sheriff, giving consideration to the physician's recommendation. The maximum period of time a health leave will be granted 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 are called to active service in the regular Armed Forces, Reserves or National Guard. 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 employee's return is 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 serious personal reasons. (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 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 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 employee. 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, Employee may keep any such pay that is for service performed on the days of employee's regularly scheduled weekend, or performed while employee is on vacation or while liquidating accumulated overtime.

Section 17.8 Treatment of Seniority

- (a) Full-time employees shall retain and continue to accumulate seniority and continuous service while on leaves provided for under this Article. A full-time 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 and Medical Leave Act

The parties recognize that additional rights regarding leaves of absence may exist under the Family Medical Leave Act. Employees who take a leave of absence pursuant to the Family Medical Leave Act shall have the option, but not required to use accumulated time prior to going on unpaid leave.

ARTICLE XVIII - INDEMNIFICATION

Section 18.1 Employer Responsibility

The Employer shall be responsible for members of the bargaining unit, and pay damages or settlements, 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 Compile Statutes, Ch. 745, Section 10/2-302, or the Randolph County insurance limit, whichever is greater.

Section 18.2 Legal Representation

Legal representation shall be provided by the Employer in any civil cause of action brought against employees who performed their duties in a responsible and legal manner.

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 18.1 and 18.2 above, as long as the employee is acting within the scope of employee's employment and where the employee cooperates, as defined in Section 18.3 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/DENTAL INSURANCE

Section 19.1 Health

The Employer will not substantially 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.

Effective December 1, 1994, part-time employees have the option to enroll full-time in the county medical insurance program, but must join during the required open enrollment period and pay any differences in coverage each month.

Part-time employees who have been accepted into the county medical plan shall be paid medical benefits based on the following formula of work in a given month:

- 0-99 hours -100% paid by employee
- 100-129 hours - 50% paid by Employer the following month
- 130 plus hours -100% paid by Employer the following month

If an employee fails to comply with any requirements, the coverage shall be dropped and the employee will not be allowed to rejoin until the next enrollment period or achievement of full-time employment, whichever comes first.

Effective when all other bargaining units and employees of Randolph County begin paying, members of the bargaining unit will become responsible for the first three-hundred fifty \$350.00 of their health insurance deductible. 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.

Section 19.2 Dental

All full- time employees have the option to participate in the county dental plan.

In a given month, part-time employees can earn dental care on a pro-rated basis:

0-99 hours -100% paid by employee
100-129 hours - 50% paid by Employer the following month
130 plus hours -100% paid by Employer the following month

ARTICLE XX - WAGES

Section 20.1 Wages

On the effective date of this Agreement, all employees in the bargaining unit will be paid on the following schedule:

Full-time Employees:

First six months of service:	80% of full pay
Second six months of service or upon completion of state mandated training, whichever comes first:	90% of full pay
After one year of service:	full pay

Part-time Employees:

First 520 hours of service:	80% of full pay
Second 520 hours of service in either dispatch or corrections:	90% of full pay
After 1040 hours of service in either dispatch or corrections and one full year of service:	full pay

On the effective date of this agreement, all full-time employees in the bargaining unit will have their hourly rates increased on the following schedule:

Effective 12/1/14:	40¢ per hour or 2%
Effective 12/1/15:	61¢ per hour or 3%
Effective 12/1/16:	62¢ per hour or 3%

Hourly Rates

Effective 12/1/14:	\$20.22
Effective 12/1/15:	\$20.83
Effective 12/1/13:	\$21.45

Part-time employees' base rate will remain at \$19.82 per hour.

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/SLEP. Effective December 1, 2008, all bargaining unit employees shall be enrolled in the SLEP retirement system.

Section 20.2 Longevity Bonus

In addition to their regular pay, all full-time employees covered by this Agreement, and part-time employees in the bargaining unit as of the date of signature on the contract, shall be entitled to a longevity allowance payable in December each year, 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, for each year of service beyond five years. Part-time employees shall earn longevity at the same rate, and their years of service for such payment shall be calculated by dividing their total hours of service by 2,080, rounded down to whole years.

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

ARTICLE XXI - SMOKING POLICY

There will be no smoking permitted in the Randolph County Sheriffs office or jail, to include work areas, except in designated smoking areas as determined solely by the Sheriff. Smoking in unauthorized areas will be cause for disciplinary action.

Smoke breaks are to be used in manner as not to interfere with the operations of the Sheriffs office. It is hereby understood that there is no work area that is the total domain of any division, thus all members of the Randolph County Sheriffs office are required to move and work from area to area.

ARTICLE XXII - 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 otherwise mutually agreed. In addition to the areas of discussion set forth below, safety and health issues will be reviewed 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 representative an opportunity to express their views, or to make suggestions on subjects of interest to employees of the bargaining unit.
- (d) Notify the Union of changes in non-bargaining conditions of employment contemplated by the Employer which may affect employees in the bargaining unit.

ARTICLE XXIII - OUT-OF-TITLE WORK

Section 23.1 Temporary Assignment

The Employer may within the provisions of this Article, temporarily assign an employee to perform the duties of another position classification. 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 held accountable for responsibilities not considered a normal part of employee's regular position classification.

Section 23.2 Payment

If an employee is temporarily assigned to a position classification in an equal or lower pay grade than employee's permanent position classification, the employee will retain pay at the permanent position classification rate. If the employee is temporarily assigned to a position classification having a higher pay grade than employee's permanent position classification, the employee shall be paid at the higher pay grade rate. The Employer shall pay the employee 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 XXIV - UNIFORM ALLOWANCE

Section 24.1 Uniforms

The county will furnish each correctional officer, office deputy and communication officer the following:

FULL-TIME EMPLOYEES

three (3) short sleeve shirts
three (3) pairs of pants (or skirts)
one (1) leather belt
one (1) jacket
one (1) baseball cap (corrections only)

PART-TIME EMPLOYEES

two (2) short sleeve shirts
two (2) pairs of pants (or skirts)
one (1) leather belt
one (1) jacket
one (1) baseball cap (corrections only)

Appropriate official patches and badges will also be supplied by the Employer. Thereafter, the Employer will replace uniforms and other accessories, as needed, for all full-time employees in the bargaining unit.

Section 24.2 Transportation Officers

Correctional officers who are used to transport inmates will be provided with a firearm, appropriate leather goods and security devices by the employer.

ARTICLE XXV - VACANCIES

Section 25.1 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 three (3) working days.

During this period, all employees, including those on layoff may apply for the vacant position.

Section 25.2 Selection

The employer shall fill the vacancy by promoting the most qualified full-time applicant.

Should there be no full-time applicants for the position, then it will be up to the Sheriff to select the most qualified part-time employee on the posted active work list to fill the position.

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

Section 25.3 Qualified Employees

Qualified employees are those employees who meet or exceed the following guidelines:

1. Completion or substantial advancement forward mandated County/State Federal training within the probationary period at the time of selection.
2. Ability to work in harmony with other employees and management.
3. Willingness to support Management/Department policies and philosophies.
4. Good work record.
5. Professional and courteous mannerism while on duty.
6. Positive work attitude.
7. Willingness to accept available work.

Section 25.4 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 reoccur 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 25.5 Right To Return

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

If an employee is promoted or assigned by the County to a position outside the bargaining unit, the employee shall have the right to return to a bargaining unit position. The employee's period of employment outside the bargaining unit shall be included in determining the employee's seniority. Upon return to the bargaining unit, the said employee shall have no accrued leave beyond that which he or she would have had, had he or she not served outside the bargaining unit, but still retain total years of service for seniority purposes.

ARTICLE XXVI - EMPLOYEE DEVELOPMENT AND TRAINING

The Employer and the Union recognize the need for employee training and development, affording the employees an opportunity to develop to the fullest potential the skills necessary to efficiently and effectively promote the highest professionalism within the job classification. In recognition of such principle the Employer shall endeavor to provide employees with reasonable orientation with respect to current procedures, form, 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.

Individuals serving in a training capacity shall be awarded one hour of overtime compensation at the time and one-half rate per day for each shift in which there is a new jail officer/telecommunicator under their direct instruction.

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 - GENERAL PROVISIONS

Section 28.1 Manning

The parties agree that the Sheriff or his designee, has the discretion to fill three new Part-Time Employee shifts within the Correctional Center. These shifts are designed to provide extra support and security within the facility. Nothing in this section shall be construed as a way to prevent a full-time employee from being offered overtime, other than these three shifts discussed within this section.

Section 28.2 Pay Receipts

The Employer shall endeavor to place the amount of hours worked on each employee's pay receipt.

Section 28.3 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 the 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 XXIX - DURATION

Section 29.1 Term of Agreement

This Agreement shall be effective from December 1, 2014, and shall remain in full force and effect until November 30, 2017. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party no earlier than one hundred twenty (120) days preceding expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

Section 28.2 Continuing Effect

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

Section 28.3 Reopener

The parties agree that if either side decides to reopen negotiations, that party may so notify the other at least ninety (90) and no more than one hundred twenty (120) days prior to the concluding date of the Agreement. In the event such notice to negotiate is given, then the parties shall attempt to meet not later than ten (10) days after the date of receipt of such notice, or at such reasonable times as are agreeable to both parties for the purpose of negotiation. All notices provided for in this Agreement shall be served on the other party by certified mail, return receipt requested. Any impasses at negotiations shall be resolved by the procedures of the Illinois Public Labor Relations Act.

SIGNATURES

In witness whereof, the parties hereto have set their hand this 29 day of Dec, 2014.

FOR THE EMPLOYER:

Mark Kuehn
Chairman, Randolph Co. Board

Jim Webb
Randolph County Sheriff

Pat Laramore
Randolph County Clerk

(SEAL)

ATTEST

FOR THE UNION:

E. Ryan Hall
Field Representative
IL FOP Labor Council

[Signature]
Bargaining Committee Chairman

Amy Bowen
Bargaining Committee Member

Mary [Signature]
Bargaining Committee Member

[Signature]
Bargaining Committee Member

APPENDIX A - SUBSTANCE ABUSE TESTING

Section 1. Statement of Sheriff Policy

It is the policy of the Sheriff's Office of Randolph County that the public has the reasonable right to expect persons employed by the Sheriff to be free from the effects of drugs and alcohol. The Sheriff, as the Employer, has the right to expect their employees to report for work fit and able for duty. The purposes of this policy shall be achieved in such a manner as to not violate any established rights of the employees.

Section 2. Prohibitions

Employees shall be prohibited from:

- a. consuming or possessing alcohol or illegal drugs at any time during the work day or anywhere on any County premises or job sites, including all County buildings, properties, vehicles and the employee's personal vehicle while engaged in County business, except as required in the line of duty;
- b. illegally selling, purchasing or delivering any illegal drug during the work day or on the Employer's premises, except as required in the line of duty;
- c. being under the influence of alcohol or illegal drugs during the course of the work day;
- d. failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

Section 3. Drug and Alcohol Testing Permitted

Where the Sheriff, or his designee, has reasonable suspicions to believe that an employee is then under the influence of alcohol or illegal drugs during the course of the work day, the Sheriff shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. The Sheriff shall require the employee to submit immediately to a urine and/or blood test when that employee is involved in an on-duty vehicular accident (excluding deer/auto accidents) or when an employee must use deadly force in the line of duty. There shall be no random or unit-wide testing of employees, except random testing of an individual employee as authorized in Section 8 below. The foregoing shall not limit the right of the Sheriff to conduct such test as it may deem appropriate for persons seeking employment as police employees prior to their date of hire.

Section 4. Order to Submit to Testing

At the time an employee is ordered to submit to testing authorized by this Agreement, the Sheriff shall provide the employee with a written notice of the order, setting forth all of the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. The employee shall be permitted to consult with a representative of the FOP at the time the order is given, but such consultation shall not unreasonably delay the taking of such test. No questioning of the employee shall be conducted without first affording the employee the right to FOP representation and/or legal counsel. Refusal to submit to such testing may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he may have.

Section 5. Tests to be Conducted

In conducting the testing authorized by this Agreement, the Sheriff shall:

- a. use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA) and/or the State of Illinois pursuant to the Illinois Clinical Laboratory Act;
- b. insure that the laboratory or facility selected conforms to all NIDA standards;
- c. establish a chain of custody procedure for both sample collection and testing that will insure the integrity of the identity of each sample and test result. No employee covered by this Agreement shall be permitted at any time to become a part of such chain of custody;
- d. collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the employee;
- e. collect samples in such a manner as to preserve the individual employee's right to privacy, insure a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample, except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable belief that the employee has attempted to compromise the accuracy of the testing procedure;
- f. confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography, plus mass spectrometry or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug metabolites;
- g. provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense; provided the employee notifies the Sheriff within seventy-two (72) hours of receiving the results of the tests;
- h. require that the laboratory or hospital facility report to the Sheriff that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Sheriff inconsistent with the understandings expressed herein (e.g. billings for testing that reveal the nature or number of tests administered), the Sheriff will not use such information in any manner or forum adverse to the employee's interests;
- i. require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results that show an alcohol concentration of .08 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive (Note: the foregoing standard shall not preclude the Sheriff from attempting to show that test results between .04 and .08 demonstrate that the employee was under the influence, but the Sheriff shall bear the burden of proof in such cases;

j. provide each employee tested with a copy of all information and reports received by the Sheriff in connection with the testing and the results;

k. insure that no employee is the subject of any adverse employment action except emergency temporary reassignment with pay during the pendency of any testing procedure. Any such emergency reassignment shall be immediately discontinued in the event of a negative test result.

Section 6. Right to Contest

The FOP and/or the employee, with or without the FOP, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the grievance procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impaired any legal rights that employees may have with regard to such testing. Employees retain any such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the FOP.

Section 7. Voluntary Requests for Assistance

The Sheriff shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the Sheriff may require reassignment of the employee with pay if he is then unfit for duty in his current assignment. The Sheriff shall make available through its Employee Assistance Program a means by which the employee may obtain referrals and treatment. All such requests shall be confidential and any information received by the Sheriff, through whatever means, shall not be used in any manner adverse to the employee's interests, except reassignment as described above.

Section 8. Discipline

Use of illegal drugs at any time while employed by the Sheriff shall be cause for discipline, including termination. All issues relating to the drug and alcohol testing process (e.g., whether there is reasonable suspicion for ordering an employee to undertake a test, whether a proper chain of custody has been maintained, level of discipline etc.) may be grieved in accordance with the grievance and arbitration procedure set forth in this Agreement.

Nothing in this Section shall be construed to prevent an employee from asserting, or an arbitrator from considering, that there should be treatment in lieu of discipline in any disciplinary proceeding.

In the first instance that an employee tests positive on both the initial and the confirmatory test for prescription drugs or is found to be under the influence of alcohol, and all employees who voluntarily seek assistance with drug and/or alcohol related problems, shall not be subject to any disciplinary or other adverse employment action by the County. The foregoing is conditioned upon:

- a. the employee agreeing to appropriate treatment as determined by the physician(s) involved;
- b. the employee discontinues his abuse of prescribed drugs or abuse of alcohol;

c. the employee completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve months;

d. the employee agrees to submit to random testing during hours of work during the period of "after-care".

Employees who do not agree to the foregoing, or who test positive a second or subsequent time for the presence of prescription drugs or alcohol during the hours of work shall be subject to discipline, up to and including discharge.

The foregoing shall not be construed as an obligation on the part of the County to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing the duties of a police employee or whose continuance on active status would constitute a direct threat to the property or safety of others. Such employees shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence pending treatment. The foregoing shall not limit the County's right to discipline employees for misconduct provided such discipline shall not be increased or imposed due to alcohol or drug abuse.

Employees who are taking prescribed or over-the-counter medication that has adverse side effects which interfere with the employees' ability to perform his normal duties may be temporarily reassigned with pay to other more suitable duties.

Section 9. 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.

APPENDIX B - DUES AUTHORIZATION FORM

**ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL
974 CLOCK TOWER DRIVE
SPRINGFIELD, ILLINOIS 62704**

I, _____, hereby authorize my employer, _____, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. (In addition, I authorize my Employer named hereinabove to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of my employment, in such manner as it so directs.)

Date: _____ Signed: _____
Address: _____
City: _____
State: _____ Zip: _____
Telephone: _____

Employment Start Date: _____
Title: _____

Employer, please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council
Attn: Accounting
974 Clock Tower Drive
Springfield, Illinois 62704

(217) 698-9433

Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deduction.



APPENDIX C - GRIEVANCE FORM

(use additional sheets where necessary)

Date Filed: _____
Department: _____

Grievant's Name: _____
Last First M.I.

STEP ONE

Date of Incident or Date Knew of Facts Giving Rise to Grievance: _____

Article(s) and Sections(s) of Contract violated: _____

Briefly state the facts: _____

Remedy Sought: _____

Given To: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP TWO

Reasons for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

Lodge/Unit No. / Year / Grievance No.

STEP THREE

Reasons for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP FOUR

Reasons for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Referral Given

Date

FOP Labor Council Representative



SIDE LETTER OF AGREEMENT

SIDE LETTER OF AGREEMENT entered on this 14 day of, Aug 2015 by and between Randolph County, Illinois (“the Employer”) and the Illinois Fraternal Order of Police Labor Council (“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 amending in the following manner;

A) **Section 19.1 Health Insurance**

The Employer will not substantially 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.

Effective December 1, 1994, part-time employees have the option to enroll full-time in the county medical insurance program, but must join during the required open enrollment period and pay any differences in coverage each month.

Part-time employees who have been accepted into the county medical plan shall be paid medical benefits based on the following formula of work in a given month:

- 0-99 hours -100% paid by employee
- 100-129 hours - 50% paid by Employer the following month
- 130 plus hours -100% paid by Employer the following month

If an employee fails to comply with any requirements, the coverage shall be dropped and the employee will not be allowed to rejoin until the next enrollment period or achievement of full-time employment, whichever comes first.

~~Effective when all other bargaining units and employees of Randolph County begin paying, members of the bargaining unit will become responsible for the first three-hundred fifty \$350.00 of their health insurance deductible.~~ 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.

FOR THE EMPLOYER

FOR THE UNION (FOP LABOR COUNCIL)

Marc Kerkow 8/14/15
Signature Date

[Signature] 8/14/15
Signature Date

[Signature] 8-14-15
Signature Date

Amy Bower 8/14/15
Signature Date

[Signature] 8-14-15
Signature Date

Signature Date

Signature Date

Signature Date