



TAZEWELL COUNTY BOARD
County Board Reorganization Meeting
Justice Center Community Room
Monday, December 05, 2022
8:00 a.m.

David Zimmerman, Chairman of the Board
Michael Harris, Vice Chairman of the Board

- I. Call to Order
- II. Swearing in of New Board Members
- III. Adoption of Rules of Order
- IV. Review of Committee Assignments
- V. New Business
 - In-Place Human Resources Committee meeting
- VI. Consent Agenda
 - HR-22-22** 1. Approve Collective Bargaining Agreement with the Corrections Officers
Upon approval of In-Place meeting
 - HR-22-29** 2. Approve corrected Collective Bargaining Agreement with Teamsters for Administrative and Support Staff Employees Unit (formerly known as Unit B)
Upon approval of In-Place meeting
- VII. Approve January 2023 Calendar of Meetings
- VIII. Adjournment

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Human Resources Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

RESOLUTION

WHEREAS, the County's Human Resources Committee recommends to the County Board to approve ratification of the Collective Bargaining Agreement between Tazewell County, the Tazewell County Sheriff and the Fraternal Order of Police Lodge 98 (Correction Officers) and

WHEREAS, this Agreement is a three year agreement effective December 01, 2021 through November 30, 2025.

THEREFORE BE IT RESOLVED that the County Board ratifies said agreement.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Tazewell County Sheriff, Representative of Local Lodge 98, FOP Labor Council, Payroll and the Auditor of this action.

PASSED THIS 5th DAY OF DECEMBER, 2022.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

ILLINOIS FOP LABOR COUNCIL

and

COUNTY OF TAZEWELL / TAZEWELL COUNTY SHERIFF

F.O.P. Lodge No. 98
Correction Officer's Unit

December 1, ~~2018-2021~~ – November 30, ~~2021-2025~~

Springfield - Phone: 217-698-9433 / Fax: 217-698-9487
Western Springs - Phone: 708-784-1010 / Fax: 708-784-0058
Web Address: www.fop.org
24-hour Critical Incident Hot Line: 877-IFOP911



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PREAMBLE

This Agreement is entered into by and between the Tazewell County Board and the Sheriff of Tazewell County (herein referred to as the "Employer") and the Fraternal Order of Police, Tazewell County, Lodge No. 98, and the Illinois F.O.P. Labor Council, (hereinafter referred to as the "Labor Council").

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Labor Council representing the employees in the bargaining unit, and to make clear the basic terms upon which such relationship depends. It is the intent of both the Employer and the Labor Council to work together to provide and maintain satisfactory terms and conditions of employment, and to prevent as well as to adjust misunderstandings and grievances relating to employees' wages, hours and working conditions.

In consideration of mutual promises, covenants and agreement contained herein, the parties hereto, by their duly authorized representative and/or agents, do mutually covenant and agree as follows:

ARTICLE 1 - RECOGNITION

Section 1.1 - Unit Description

The Employer hereby recognizes the Labor Council as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on any and all matters relating to wages, hours, and all other provisions of this Agreement of employment of all officers in the bargaining unit. The bargaining unit shall include:

All correction officers below the rank of Jail Operations Supervisors.

Exclusions: All other employees of the Tazewell County Sheriff's Department and any others excluded by the Illinois Public Labor Relations Act. 1984; P.A. 83-1012; 5 ILCS 315/1.

Section 1.2 - Supervisors

Non-bargaining unit Supervisors may continue to perform bargaining unit work. Such work by supervisors shall not cause any layoffs of the bargaining unit employees.

ARTICLE 2 - MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the Employer retains traditional rights to manage all affairs of the Sheriff's Office, as well as those rights set forth in the Illinois Public Labor Relations Act. Such management rights shall include, but are not limited to, the following:

- A. to plan, direct, control and determine all operations and services of the County Sheriff's Office;
- B. to supervise and direct employees;
- C. to establish the qualifications for employment and to decide which applicants will be employed;
- D. to establish reasonable work rules and work schedules and to assign work as the Employer deems necessary. Such work rules and schedules shall be posted in a place and manner as mutually agreeable to the Employer and the Labor Council;
- E. to hire, promote, transfer, schedule and assign employees to positions and to create, combine, modify and eliminate positions within the County Sheriff's Office;
- F. to suspend, demote, discharge and take such other disciplinary action against employees for just cause (probationary employees without cause);
- G. to establish reasonable work and productivity standards and, from time to time, amend such standards;
- H. to lay off employees;
- I. to maintain efficiency of County Sheriff's Office operations and services;
- J. to determine methods, means, organization and number of personnel by which such operations and services shall be provided;
- K. to take whatever action is necessary to comply with all applicable state and federal laws;
- L. to, change or eliminate methods, equipment and facilities for the improvement of operations;

- M. to determine the kinds and amounts of services to be performed as it pertains to operations and the number and kind of classifications to perform such services;
- N. to contract out for goods and/or services, pursuant to Article V;
- O. to take whatever action is necessary to carry out the functions of the County Sheriff's Office in emergency situations.

As to the meaning of the term "Employer or Employers" in interpreting and/or applying the provisions of this collective bargaining agreement, the provisions of 315/3(o) of 5 ILCS and the Illinois Public Labor Relations Act that the Sheriff and the County Board are joint employers shall be applied. However, nothing in this collective bargaining agreement shall negate the Illinois Constitutional provisions as to the Office of Sheriff and/or the terms of 5/3-6018 ILCS that the Sheriff is in charge of the internal operations of his office.

ARTICLE 3 - LABOR COUNCIL SECURITY

Section 3.1 - Membership Dues Checkoff

Upon receipt of written authorization by the employee, submitted on a form provided for by the Labor Council, the Employer shall deduct from each employee's paycheck such Labor Council membership dues. Such deduction shall continue until the employee revokes his/her 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 Labor Council on a monthly basis, accompanied by a listing of the employee, his/her social security number and the specific deduction and amount for each.

Section 3.2 - Indemnification

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

ARTICLE 4 - SUBCONTRACTING

Section 4.1 - 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. The Employer reserves the right to contract out any work that it deems necessary in the interest of efficiency, safety, economy, improved work product or in the event of an emergency.

Section 4.2 - Notice and Discussion

Except in case of an emergency, when the Employer contemplates changing its policy involving the subcontracting or work in the bargaining unit area, and such change amounts to a significant deviation from past practice and would result in the layoff of any bargaining unit employees, the Employer shall notify the Labor Council and offer the Labor Council 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 5 - NON-DISCRIMINATION

Section 5.2 - Labor Council Membership or Activity

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

Section 5.3 - Use of the 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.

ARTICLE 6 - WORK STOPPAGE

Section 6.1 - Statutory Provision

The parties acknowledge that this bargaining unit is a security employees unit under Public Act 83-1012 (Illinois Public Labor Relations Act) and that the employees of this bargaining unit are prohibited by law from striking.

Section 6.2 - Strike and Lockout Prohibited

Neither the Labor Council nor any of its officers, agents or County employees will instigate, promote, encourage, sponsor, engage in or condone any strike, slowdown, concerted work stoppage, sympathy strike or any other intentional interruption of work during the term of this Agreement. The Employer shall not lock out any employees in the bargaining unit during the term of this Agreement. Employees shall not refuse to cross any picket lines in the line of duty that may be present on work sites placed there by an organization.

Section 6.3 - Labor Council Action

Upon notification by the Employer to the Labor Council or its agents that certain of its members are engaged in activity that is in violation of Section 1 or 2, Article 6 of this Agreement, the Labor Council shall immediately order such members in writing to return to work. The Labor Council will also provide the Employer with a copy of such order and a responsible official of the Labor Council shall publicly order such workers to return to work. In the event that a strike or other violation not authorized by the Labor Council occurs, the Labor Council agrees to take all reasonable effective and affirmative action to assure the members return to work as promptly as possible.

Section 6.4 - Penalties

Any or all employees who have been found to have violated any of the provisions of Article 6 may be discharged or otherwise disciplined by the Employer; such discipline may include loss of unearned compensation, holiday pay and other unearned benefits. In an arbitration proceeding involving a breach of this Article the sole question for the arbitrator to determine is whether the employee engaged in prohibited activity. In addition to the penalties provided herein, the Employer may enforce any other legal rights and remedies to which it may be entitled by law.

ARTICLE 7 - BILL OF RIGHTS

Whenever a correctional officer is under formal investigation or subject to interrogation by the Sheriff's Department, the investigation or interrogation shall be conducted in accordance with the provisions of "Uniform Peace Officers Disciplinary Act", 50 ILCS 725/1. In addition to the provisions of the above-cited act:

- A. The Employer shall not adopt any resolution or ordinance and the Sheriff's Department shall not adopt any regulation, which prohibits the right of an officer to bring suit arising out of his duties as an officer.
- B. No photo of any officer under investigation shall be made available to the media prior to a conviction for a criminal offense or prior to a decision being rendered, unless otherwise required to comply by court order, subpoena, or a Freedom of Information Act request.
- C. The Officers shall have the right to be represented at such inquiries, investigations, or interrogations by a Labor Council Representative. Nothing in this Section is intended to or should be construed to waive employees' right to Union representation during questioning that the Employer reasonably believes may lead to discipline. Bargaining unit employees shall have such rights as set forth in the United States Supreme Court Decision in NLRB v. Weingarten, 420 U.S. 251 (1975) and Department of Central Management Services and Corrections (Morgan) Decision, 1 PERI 2020 (ISLRB, 1985).

ARTICLE 8 - RESOLUTION OF IMPASSE

In the event the collective bargaining process reaches an impasse with the result that the Employer and the Labor Council are unable to effect a settlement, the provisions of 5 ILCS 315/14, as amended, shall prevail.

For the purpose of this Section, an impasse shall be deemed to occur in the collective bargaining process if the parties do not reach a settlement of the issue or issues in dispute by way of a written agreement.

ARTICLE 9 - PERSONNEL FILES

Section 9.1 - Inspection

Inspection and use of personnel files shall be in accordance with the Illinois Personal Records Act, 820 ILCS 40/1 et seq. 1993.

The Employer agrees to provide at no cost to employees copies of documents in their personnel files upon request once each quarter or more often if in connection with a grievance and/or discipline case.

Section 9.2 - Labor Council Access

An employee who is involved in a current grievance against the Employer may designate in writing that a Labor Council representative may inspect his or her personnel file subject to the procedures contained in Section 9.1 of this Article. Personnel files shall not be accessed without the Sheriff or his designee in attendance.

Section 9.3 - Employee Rights

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

ARTICLE 10 - DISCIPLINE AND DISCHARGE

Section 10.1 - Definition

The parties recognize the principles of progressive and corrective discipline. Disciplinary action or measures under this Agreement shall include only the following:

- A. Oral reprimand
- B. Written reprimand
- C. Unpaid Suspension (Notice to be given in writing)
- D. Demotion
- E. Termination

Other reasonable conditions of employment related to the offense may be imposed after discipline. Any disciplinary action or measure imposed pursuant to this Agreement upon an employee may be processed as a grievance through the regular grievance procedure.

If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. In making the determination as to whether or not there is "just cause" to impose discipline, the Sheriff and the Arbitrator must follow Illinois Law relevant to the matter at hand.

Section 10.2 - Just Cause

Employer agrees that disciplinary action for all non-probationary employees 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.

In making the determination as to whether or not there is "just cause" to impose discipline, the Sheriff and the Arbitrator must follow Illinois Law relevant to the matter at hand.

Section 10.3 - Limitation

The Employer's agreement to use progressive and corrective disciplinary action does not prohibit the Employer in any case from imposing discipline, which is commensurate with the severity of the offense. Offenses, which will require severe discipline shall include but are not, limited to:

Unlawful 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 any of the duties required. Both the employee and Labor Council shall be notified of disciplinary action. Such notification shall be in writing and reflect the specific nature of the offense.

Section 10.4 - Use of Prior Warnings

Any written warning or suspension of less than three (3) days shall not be considered in imposing disciplinary penalty for a current offense when more than eighteen (18) months have elapsed from the written warning or suspension of less than three (3) days. Provided, however, that an arbitrator or judge reviewing the merits of a suspension, demotion or discharge case shall review the employee's entire personnel file.

Section 10.5 - Written Notice

Both the employee and the Labor Council 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.

ARTICLE 11 - DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

Section 11.1 - Definition of a Grievance

A grievance is defined as any unresolved dispute between the Employer and the Labor Council 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. Discipline amounting to suspension, demotion, or termination may be appealed through Article 2 – Dispute Resolution and Grievance Procedure.

Section 11.2 - Dispute Resolution

In the interest of resolving disputes at the earliest possible time, it is agreed that an attempt to resolve a dispute shall be made between the employee and his or her immediate supervisor.

The employee shall make his or her complaint to his or her immediate supervisor. The supervisor, with the final approval of the settlement given by the Sheriff, will notify the employee of the decision within ten (10) business days following the day when the complaint was made. A “business day” shall be defined as Monday through Friday, excluding weekends and holidays. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances. In the event of a complaint, the employee shall first complete his/her assigned work task, and complain later.

Section 11.3 - Representation

Grievances may be processed by the Labor Council on behalf of an employee or on behalf of a group of employees. The Employer may file contract grievances directly at Step 3, Section 8 of this Article. Either party may have the grievant or one grievant representing group grievants present at any step of the grievance procedure, and the

employee is entitled to Labor Council 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.

Section 11.4 - 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 signatures of the grieving employee(s) and a local FOP representative, and the date.

Section 11.5 - 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 with prejudice.

The Employer's failure to respond within the time limits shall not find in favor of the grievant, but shall automatically advance the grievance to the next step, except Step 2; however, in no case shall the time between Step 2 and Step 3 exceed forty-five (45) days. Time limits may be extended by mutual agreement.

Section 11.6 - Investigation

Insofar as practicable, grievances shall be investigated during off-duty hours. In those instances where it is necessary for the Labor Council representative or any other bargaining unit employee to participate in an investigation of a grievance during working hours, permission must be obtained from the Sheriff or a person designated by him; such permission shall not be unreasonably denied, and the investigation must be conducted in such a manner as to not interfere with the normal operation of the Sheriff's Department.

Section 11.7 - Grievance Meetings

Grievance meetings will be scheduled so as to minimize interference with the operation of the Sheriff's Department. With the permission of the Sheriff, one (1) employee (the grievant or the Labor Council representative) may be excused from work

with pay to participate in a Step 1, Step 2, or Step 3 grievance meeting. Employee(s) shall only be excused for the amount of time reasonably required to present the grievance. Employee(s) shall not be paid for any time during which a grievance meeting occurs outside the employee's work shift. In the event of a grievance, the employee(s) shall first perform his/her assigned work task and file his/her grievance later.

Section 11.8 - Steps in Procedure

Disputes arising under this Agreement shall be resolved as follows:

Step 1. If no agreement is reached between the employee and the Supervisor, as provided for in Section 11.2 - Dispute Resolution, the grievant may prepare a written grievance on a form mutually agreed to (see Grievance Form Appendix B) and present the same to the Jail Superintendent which shall not be more than fifteen (15) business days from the date of the event or occurrence giving rise to the grievance regardless of the limitation periods provided for in Section 11.2. The Jail Superintendent will respond to the Labor Council Rep or the employee in writing within five (5) business days.

Step 2. If no agreement is reached between the employee and the Jail Administrator, the grievant may forward the grievance to the Sheriff within fifteen (15) business days from the date of the receipt of the Step 2 response. The Sheriff will respond to the Labor Council Rep or the employee in writing within five (5) business days and indicate whether the Sheriff or his designee will hear the grievance (all management rights issues), or the County Board Grievance Committee will hear the grievance (all financial issues.) A hearing will then be conducted within fifteen (15) business days after receipt of the Sheriff's directional decision. A written decision will be issued to the grievant and the Labor Council (and the Sheriff when

heard by the County Board) within five (5) business days after the hearing date.

Step 3. Unless the parties agree otherwise, the parties shall request the services of a mediator from Federal Mediation and Conciliation Service. The function of the mediator shall be to attempt to assist the parties in resolving the grievance prior to arbitration. To this end, the parties shall meet with the mediator at a mutually agreeable time/place/date, without undue delay. The mediator shall have the power to recommend a resolution, but shall have no power to impose a resolution.

Step 4. If the dispute is not settled at Step 3, the matter may be submitted to arbitration by the Union within fifteen (15) business days after the Committee's written decision or the expiration of the five (5) day period if the Committee fails to render a written decision. Within fifteen (15) business days after the matter has been submitted to arbitration, a representative of the Employer and the Labor Council may meet to select an arbitrator from a list of mutually agreed to arbitrators.

If the parties cannot mutually agree to an arbitrator, a joint request for a panel of arbitrators shall be submitted to the Federal Mediation and Conciliation service. Each party has the right to reject one list in its entirety and the striking order shall be determined by a toss of the coin.

The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Labor Council. Such letter shall request the arbitrator to set a time and a place for the hearing subject to the availability of the Employer and Labor Council representatives and shall be notified of the issue where mutually agreed by the parties. All hearings shall be held in the city of Pekin, 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 or Labor Council 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 witness.

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.

ARTICLE 12 - LABOR-MANAGEMENT CONFERENCES

Section 12.1 - Meetings

The Labor Council and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Labor Council representatives and responsible administrative representatives of the Employer. Such meetings shall not be scheduled more frequently than one each quarter, except by mutual agreement. The party requesting a "Labor-Management Conference" shall make the request in writing to the other party and provide the agenda for such meeting. If the employee is assigned to attend any such "Labor-Management Conference" by the Sheriff, expenses associated with such assignment shall be paid in accordance with Tazewell County travel policy. Such meetings and locations shall be limited to:

- A. discussion on the implementation and general administration of this Agreement;
- B. a sharing of general information of interest to the parties; and,

- C. notifying the Labor Council of changes in non-bargaining conditions of employment contemplated by the Employer, which may affect employees.

The Employer and the Labor Council agree to cooperate with each other in matters of the administration of this Agreement, and to the degree that standards of law enforcement can be effectuated for the maximum protection of the citizens of the State of Illinois.

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

Section 12.2 - Grievances Not Discussed

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at "Labor-Management Conferences", nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

The Employer and the Labor Council may meet for off-the-record non-precedent setting discussions to address grievances or anticipated grievances.

Section 12.3 - Notice

When absence from work is required to attend "Labor-Management Conferences", Labor Council members shall, before leaving their work station, give reasonable notice to and receive approval from, the Sheriff, or his designee.

Section 12.4 - Employee To Be Paid

It is expressly understood and agreed that the employee shall receive reasonable paid time off for attending any "Labor-Management" meeting referred to in this Article.

ARTICLE 13 - SENIORITY/LAYOFFS/RECALLS

Section 13.1 - Probation

All employees shall serve a probationary period of twelve (12) months from date of hire. 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 or her most recent date of hire.

Section 13.2 - Definition of Seniority

Seniority is defined as the employee's length of continuous full-time service with the Employer since the employee's last date of hire as a correctional officer.

Section 13.3 - 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 or 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 two (2) years or fails to report for work within fourteen (14) calendar days after having been recalled from layoff;
- E. fails to report for work at the termination of a leave of absence; or,
- F. if an employee is on leave of absence for personal or health reasons and accepts other employment without permission, or if an employee is absent due to an off-the-job illness or injury and is absent for a period of eighteen (18) months or longer; or if he or she is retired.

Section 13.4 - Seniority List

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

Section 13.5 - 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 reverse order of their seniority; however, the Employer shall layoff all part-time employees prior to laying off any full-time bargaining unit member.

In the event of layoff of employees covered by this Agreement, the Employer agrees not to hire civilian personnel nor utilize sworn officers to perform the duties normally assigned to correctional officers.

Employer shall give sixty (60) calendar days prior notice to the employee of his/her layoff.

Section 13.6 - Recalls

Employees shall retain recall rights for two (2) years. 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. Once accepted, the Employee shall report within fourteen (14) calendar days after notification to the Sheriff or forfeit all rights to recall.

An employee's seniority shall be suspended while laid off from the department. All service earned prior to being laid off will be reinstated upon recall.

Section 13.7 - Promotion & Assignments

The Employer shall post all assignments on the Labor Council bulletin board for a period of not less than ten days so that eligible employees may submit application. This shall not preclude the Employer from making temporary appointments during such ten day period.

Seniority may be considered in the promotion of employees covered by this Agreement.

Section 13.8 - Personal Day Selection

Requests for personal days for the fiscal year may be submitted anytime after December 1st. Personal days will be awarded on a first come first served basis. Personal day requests submitted to the Sheriff or his designee at the same time will be resolved in favor of the senior employee.

Section 13.9 - Days Off and Shift Bidding

Correctional Officers shall be allowed to select regular days off and shifts by seniority within job classification. Probationary correctional officers will not participate in shift bidding. The Sheriff or his designee shall post a list of available days off and shifts including swing shifts for bidding no later than twenty (20) working days prior to the effective date. The effective date for implementing shall be December 1st and June 1st of each year during the term of this Agreement. On or before these dates the bidding process will have been completed and the effected correctional officers will have been assigned the requested days off. In the event of same day requests, seniority shall be the determining factor.

There will be a minimum of one (1) female correctional officer and one (1) male correctional officer, excluding classification officers, bid on each shift. At no time will any female correctional officers on the same shift have exact common days off. Days off may overlap; i.e. Friday/Saturday and Saturday/Sunday but will not be exact. The Employer maintains the right to reassign probationary employees as necessary for the effective operation of the jail.

The Employer retains the right to reassign the most junior employee to a different shift if both genders will not be present on every shift for seven (7) or more calendar days, regardless of the reason for the absence. The Employee will be given seven (7) days' notice of any reassignment pursuant to this paragraph. Such Employee must be of the same gender as the absent employee whose shift must be filled, and the transferred Employee shall receive the shift differential provided for in Section 27.3 of this Agreement. No such transferred Employee shall be required to work on the different shift totaling more than one hundred twenty (120) work days in a calendar year unless they volunteer to work longer on such shifts. A transferred Employee at the end of each changed shift assignment lasting seven (7) or more calendar days retains the right to transfer back to their original shift.

ARTICLE 14 - F.O.P. REPRESENTATIVES

Section 14.1 - Attendance at Labor Council Meetings

Subject to the need for orderly scheduling, manpower requirements and emergencies, the Sheriff may permit elected officials of the Board of Directors of the Labor Council reasonable time off to attend general, board or special meetings of the Labor Council, provided that at least seventy-two (72) hours' notice of such meetings shall be given in writing to the Sheriff, such notice may be less than seventy-two (72) hours by mutual agreement. The names of all such officials and officers shall be certified in writing to the Sheriff.

Section 14.2 - F.O.P. State or National Conferences

Employees will be allowed to use vacation time, compensatory time and/or personal time off to attend F.O.P. State or National conferences, seminars or meetings. Requests for this time off will be submitted to the Sheriff, in writing, at least fourteen (14) days prior to the date of the requested time off. Any requests for time off referred to in this Section denied due to manpower shortages will be resolved in accordance with Section 14.3 of this Article; however, such requests shall be limited to one (1) officer per occurrence.

Section 14.3 - Manpower Replacement

In the event denial of officer's participation in the aforementioned Sections is due to manpower shortages, the officer shall be allowed to utilize an off-duty officer, for not more than two (2) shifts, to work in his position in order that the officer making the request may be relieved from duty. Such off-duty officer must be mutually agreed to between the Sheriff and the Officer. Shift changes will not cause overtime to be paid.

Section 14.4 - Comp Time Pool

Each employee will be allowed to assign up to three (3) hours comp-time to a comp-time pool for authorized use by any Labor Council member for the purpose of conducting Labor Council or Labor business. Use of the comp-time pool shall not cause overtime to the Department nor count towards the maximum eighty (80) hour comp-time accumulation.

Section 14.5 - Labor Council Negotiating Teams

Members designated as being on the Labor Council Negotiating Team, who are scheduled to work on a day on which negotiations will occur, may, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay, with the permission of the Sheriff; such permission shall not be unreasonably denied. If a designated Labor Council Negotiating Team member is in regular day-off status on the day of negotiations, he will not be compensated for attending the session.

ARTICLE 15 - HOURS OF WORK/OVERTIME

Section 15.1 - Workday and Workweek

All time in excess of the hours worked in a regular work day, eight (8) hours or the regular workweek, forty (40) hours (Sunday through Saturday) shall be compensated as provided for in Section 15.2 of this Article.

Section 15.2 - Overtime Pay

A regular shift consists of eight (8) hours. A regular workweek consists of forty (40) hours.

All overtime in excess of the hours required of an employee by reason of the employee's regular duty, whether of an emergency nature or of a non-emergency nature, shall receive one and one-half (1½) times their regular hourly rate of pay for work performed in excess of eight (8) hours in a given day.

All hours in excess of forty (40) hours will be paid at the rate of one and one-half (1½) times the regular rate of pay.

Pay for overtime work shall be rounded off to the nearest quarter (¼) hour.

Compensatory time to a cap of eighty (80) hours per fiscal year may be taken by an employee in lieu of compensation for overtime hours worked, at the election of the employee; however, the Sheriff has discretion to allow more than eighty (80) hours in a fiscal year. Compensatory time for overtime shall be calculated at the rate of one and one-half (1½) hours for each hour worked. Compensatory time to a cap of sixteen (16) hours may be carried over to the next fiscal year. Any hours above the sixteen (16) may

not be carried over to the next fiscal year and will instead be paid to the bargaining unit member at the appropriate hourly base rate.

Overtime shall continue to be distributed according to the current practice. See attached Guidelines in Appendix E.

Section 15.3 - Break Periods

Break or rest periods of fifteen (15) minutes may be taken near the middle of each half of the work shift unless unusual working situations prevent a break being taken.

Section 15.4 - Lunch Period

Paid lunch time shall be thirty (30) minutes taken at the middle of the work shift, except on those occasions when the supervisor requests an alteration of this time due to unusual working situations, but under no circumstances shall an employee work an entire shift without a lunch period.

Section 15.5 - Court Appearances

Employees covered by this Agreement, required to attend court outside their regularly scheduled work hours, shall be compensated at the overtime rate with a minimum of two (2) hours, unless it immediately precedes or follows a regularly scheduled shift.

Section 15.6 - Callback

A callback is defined as an official assignment of work, which does not continuously precede or follow an officer's regularly scheduled working hours. Employees reporting back to the Employer's premises at a specified time on a regularly scheduled work day shall be compensated for two (2) hours at the appropriate overtime rate or be compensated for actual time worked, whichever is greater, at the overtime rate.

Section 15.7 - Stand-by

Any Correctional Officer who is notified by the State's Attorney's Office to be on stand-by for court and has his movement restricted by virtue of waiting for notification shall receive two (2) hours at the appropriate rate. Without restricting an employee's

mobility, the Employer may require the Employee to call in to determine the need for callback without having to pay stand-by.

Section 15.8 - Responsibility to Work Overtime

The Labor Council and its employee members acknowledge that bargaining unit work, by law, must be performed twenty-four (24) hours a day, three hundred sixty-five (365) days per year. The Labor Council and its members recognize that overtime is a necessity because of the nature of bargaining unit work and the limited number of available personnel. Refusal to work overtime may subject the employee to discipline.

ARTICLE 16 - VACATIONS

Section 16.1 - Vacation Leave

All employees in the bargaining unit shall earn paid vacation leave according to the following schedule:

- A. five (5) working days after six (6) months of service, or 3.08 hours per pay period.
- B. ten (10) working days after one (1) year of service, or 3.08 hours per pay period, which includes vacation given under paragraph (a).
- C. fifteen (15) working days after five (5) years of service, or 4.62 hours per pay period.
- D. twenty (20) working days after ten (10) years of service, or 6.154 hours per pay period.
- E. twenty-five (25) working days after eighteen (18) years of service, or 7.692 hours per pay period.
- F. commencing December 1, 1990, employee's vacation will be credited and taken on a pro rata basis with all credits assigned on December 1st of each year.

Section 16.2 - Years of Service

For the purposes of Section 16.1 only, "years of service" shall mean the length of time an employee has been employed by Tazewell County in full-time position.

Section 16.3 - Vacation Pay

All vacation leave will be paid at the Correctional Officers regular hourly adjusted base rate plus shift differential.

Section 16.4 - Vacation Carry Over

Employees may carry over from one fiscal year to another two (2) weeks of vacation time. If an employee fails to use vacation earned during the fiscal year in excess of the maximum permitted carry over, he/she shall lose the same. Notwithstanding the foregoing, if the Employer unreasonably denies a vacation request, then the employee will be entitled to carry over the vacation requested into the following fiscal year for use. No employee may sell back unused vacation at the end of the year.

Employees may anticipate and use up to two (2) weeks of vacation that is not yet earned.

Section 16.5 - Accrued Vacation Time

Employees who quit or resign from the department shall receive all accrued vacation time earned as of their date of resignation or retirement. Should an employee have utilized anticipated but unearned vacation time (not to exceed 80 hours) then leave the employment of the Sheriff's Department, the Sheriff may deduct vacation pay provided on an unearned but anticipated basis from the separated employee's final check.

Section 16.6 - Vacation Scheduling

Vacation requests ~~shall be subject to availability and will be approved on a first come, first served basis from December 1st through November 30th of each fiscal year. made between December 1st and January 31st will be approved on the basis of seniority. Only two (2) weeks of vacation time will be subject to seniority in the approval process for bumping purposes.~~

~~Any vacation time off requested after January 31st will be subject to availability only and seniority will not apply.~~

Vacation schedules may be adjusted by the Sheriff to accommodate seasonal operations, emergencies, work assignments, or the number of personnel in particular ranks.

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Section 16.7 - Vacation Time Use

The employees shall be allowed to utilize ~~up to one (1) week of~~ accrued vacation time in one (1) day increments, subject to availability and the staffing needs of the jail. ~~Employees may use vacation in one (1) day increments beyond the one (1) week permitted in this Section with the mutual consent of the Sheriff.~~

ARTICLE 17 - HOLIDAYS

Section 17.1 - Recognized and Observed Paid Holidays

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

- | | |
|-----------------|----------------------------|
| Christmas Eve | July 4th |
| Christmas Day | Labor Day |
| New Year's Day | Veteran's Day (Nov.11) |
| President's Day | Thanksgiving Day |
| Easter Sunday | Day after Thanksgiving Day |
| Memorial Day | |

Section 17.2 - Compensation

Correctional Officers who work on a holiday, as defined in Section 17.1, shall receive, in addition to their regular pay, double time (2) times their hourly adjusted base rate of pay for each hour worked on the holiday.

Correctional Officers who do not work on a holiday, as defined in Section 17.1, shall receive eight (8) hours holiday pay at their hourly adjusted base rate of pay.

ARTICLE 18 - PERSONAL DAYS

Each year three (3) days with full pay may be used by non-probationary employees for personal leave for the purpose of attending to personal, legal, household or family matters that require absence during working hours. The Sheriff may grant a probationary employee up to three (3) personal days during the probationary period. 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.

ARTICLE 19 - SICK LEAVE

Section 19.1 - Purpose

For the purposes of this Article, "Sick Leave", may be used for illness, disability or injury of the employee or an employee's immediate family (immediate family defined in this section as spouse or children); non-job-related injury for which the employee is under a doctor's care; or quarantined because of communicable disease in the family of the employee.

Section 19.2 - Accumulation

- A. All employees covered under this Agreement will accrue sick days at the rate of one (1) day per month. Sick leave shall be taken in not less than two (2) hour increments.
- B. Sick leave may be accumulated to one hundred eighty (180) days maximum.

Section 19.3 - Credit Upon Retirement

Upon retirement from the Sheriff's Department, an employee may apply all accrued sick leave toward retirement in accordance with Public Act 84-812. Also, the Employer will allow the employee to accrue up to two hundred and forty (240) days of sick leave to be used in accordance with this Section only.

Section 19.4 - Notification

Except in cases of emergencies, the employee will notify the jail shift command at least two (2) hours in advance of the start of the shift or as soon as is practicable for which sick leave is being requested. It is the jail shift commander's responsibility to determine whether the employee has a legitimate reason for calling in with less than two (2) hours notice.

Section 19.5 - Return to Work

- A. If an employee is absent from work because of illness, or a non-job related accident, for three (3) or more consecutive work days, upon the employee's return to work such employee shall be required to present a certificate signed by a licensed physician in order to qualify for sick leave

benefits if sick leave abuse is suspected. Such certificate shall be obtained at the expense of the employee. If it is necessary for the protection of public health and safety, the Employer may require the employee to be examined by a licensed physician before returning to work at the expense of the Employer.

- B. If an employee is absent from work because of illness and claims sick leave under this Article, either the day before or after his vacation, holiday or days off, on more than two (2) occasions annually, the employee may be required to present a certificate signed by a licensed physician in order to qualify for sick leave benefits. Such certificate shall be obtained at the expense of the employee. The Sheriff may require a physician of his choosing to examine the employee at the expense of the County of Tazewell for the sole purpose of determining if the employee was/is fit for duty.

Section 19.6 - Working on Sick Leave

Employees taking an authorized sick leave day are prohibited from working any outside employment during those days absent from the department.

Section 19.7 - 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 19.1 of this Article.

Upon sufficient evidence of the abuse of such sick leave, the employee shall not be paid for such leave taken.

"Abuse" of sick leave shall subject the employee to disciplinary action pursuant to the terms of this Agreement.

Section 19.9 - Transfer of Accrued Leave

Bargaining unit members shall be allowed to transfer accrued paid leave to another bargaining unit member who is either catastrophically ill or injured as the result of a non-duty related injury or illness and is out of, or will be out of, accrued paid leave.

ARTICLE 20 - FUNERAL LEAVE

If death occurs in the immediate family of an employee, three (3) days leave will be allowed that employee at full pay. Such days will not be charged to vacation, sick leave or personal days.

For purposes of this Section, "immediate family" is defined as the spouse, son (including step or adopted), daughter (including step or adopted), brother, sister, mother (including step), father (including step), mother-in-law (including step), father-in-law (including step), daughter-in-law, son-in-law, and grandparents and grandchildren of the employee.

In the event that there is a death to a family member other than "~~immediate family~~" as defined enumerated in above, the ~~employee may be permitted to use of~~ comp-time or vacation days ~~to attend the funeral, if, in the judgment of the Sheriff or Jail Superintendent, doing so will not negatively impact the staffing requirements of the jail.~~ ~~will be permitted as provided for in this Agreement.~~

If the member of the immediate family as defined above resides out of state, the use of comp-time or vacation days may be used to supplement the provisions above as provided for in this Agreement.

Evidence satisfactory to the Sheriff may be requested as to the death and relationship to the employee, if abuse is suspected.

ARTICLE 21 - UNPAID LEAVES OF ABSENCE

Section 21.1 - 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 in his sole discretion, who must immediately notify the County Administrator and the Payroll Department. Leaves may be granted with the following understanding between the Sheriff and the employees:

- A. Whether the position is held open is a determination to be made by the Sheriff. In cases where the position is held open, the position may be filled with a temporary employee. In cases where the position is not held

open, employees on leave wishing to return will be considered for the first position open of like pay and classification.

- B. During the leave of absence, an employee does not accrue credit for benefits. Both evaluation dates and benefit dates are adjusted to reflect the time off during the leave of absence.

Section 21.2 - Prohibition Against Misuse of Leaves

Any leaves granted pursuant to the terms under Article 21 shall not be used for the purpose of securing other employment. An employee during such leave may not be gainfully employed or independently self-employed without prior approval by the Sheriff. Violation of the provisions contained within this Agreement may subject the employee to immediate discharge and loss of all benefits and rights accrued pursuant to the terms of this Agreement.

ARTICLE 22 - INSURANCE

Section 22.1 - County Contributions

All bargaining unit employees will be offered the County's group insurance program at the time of employment. From December 1, 2002 through November 30, 2003, if the employee elects and qualifies, the County and the employee will share in the monthly cost of the premiums as follows:

<u>COVERAGE</u>	<u>COUNTY</u>	<u>EMPLOYEE</u>	<u>TOTAL</u>
Employee Health	\$354.40	\$ 25.53	\$379.93
Wrap Around	\$258.81	\$ 18.68	\$277.49
Supplemental	\$258.81	\$ 18.68	\$277.49
Maxi Care	\$258.81	\$ 18.68	\$277.49
Maxi Care Dependent	\$120.81	\$156.68	\$277.49
Dependent Health	\$128.11	\$164.44	\$292.55
Dental	\$ 23.16	\$ 0.00	\$ 23.16
Dependent Dental	\$ 5.24	\$ 20.21	\$ 25.45

Thereafter, the employee will pay 50% of all increases for the health and dental coverage.

Effective December 1, 2005, monthly insurance premiums paid by FOP bargaining unit employees shall be equal to that paid by the AFSCME and FOP Probation bargaining units, respectively.

In the event the Employer is required to change the level of benefits through no fault, initiation or decision of the Employer (policy cancellation, but not premium increases or decreases), the Employer agrees:

- A. No changes will be made without sixty (60) days prior written notice to the Labor Council; and
- B. Should the Labor Council notify the Employer of its desire to bargain over the changes and/or the impact thereof, no changes shall be made until the parties have concluded such bargaining. Should an impasse arise in such bargaining, the parties shall resolve the impasse by arbitration, using the procedures of Section 1614 of the Act. The arbitrator/arbitration panel shall have the authority to issue awards retroactively effective to the date the Labor Council demanded bargaining.

In the event the Employer wishes to change carriers and maintain the same level of benefits, a representative of the Local Labor Council will be invited to participate in discussion.

The Labor Council shall have the right to reopen and bargain insurance related issues should they determine the need is present after December 1, 2009.

Section 22.2 - Retirement

Any employee covered by this Agreement who is retired or retires before Dec. 1, 1993, will be provided the same medical and life insurance on the same terms and conditions as active employees with the exception of the 25% family dependent premium payment by the Employer which the retired employee shall pay, except that a retiree who has qualified for IMRF benefits reaches age sixty-five (65), the County's contribution toward the medical insurance premium will be applied to a supplemental Medicare policy.

Any employee covered by this Agreement who retires after November 30, 1993, will be provided the same medical and life insurance on the same terms and conditions as active employees, but shall pay fifty percent (50%) of the premium costs for the employee only. No dependent coverage will be paid by the Employer and should the retired employee elect dependent coverage they shall pay all of the same. Any retired employee who qualifies for IMRF benefits, the County's contribution toward medical insurance premiums will be applied to a supplemental Medicare policy to which the employee will pay fifty percent (50%).

If a correctional officer retires prior to November 30, 1993, and accepts employment that offers another health plan for which the retiree qualifies, the retired employee must enroll in the new plan. The County's policy will become the secondary provider until such time as the retiree is no longer covered by a health care plan of another employer.

For the purposes of this Article, an employee shall be considered a retiree when that employee meets the following criteria:

- A. Terminates the employment with the County for any reason other than "just cause discharge."
- B. Meets the following requirements:
 - 1) must have participated a minimum of twenty (20) years in the I.M.R.F. program;
 - 2) must have attained age fifty-five (55) or the minimum age required by IMRF.

Section 22.3 - Liability Insurance

The County will continue to maintain personal and vehicle liability insurance for each officer during the term of this Agreement.

Section 22.4 - Insurance Committee

- A. Cost Review: The County and this bargaining unit agree to participate in an insurance committee established countywide to review ways to control or reduce insurance costs. The Insurance Committee may make recommendations to the County Board for changes in health care

coverage that will reduce or minimize increases in health care premiums. One representative from the F.O.P. Corrections' bargaining unit, along with six (6) management representatives and other county bargaining unit representatives will be eligible to participate as committee members. Recommendations may be made with a two-thirds majority of those representatives identified by this section. All changes are subject to approval of the County Board. Any savings generated by plan changes different than those that exist upon execution of this Agreement result in a decrease in premium costs shall be passed directly to the dependent premium increases in the first and second year of this Agreement and thereafter all reductions resulting from changes in health care coverage which result in a premium savings shall be passed along proportionately to the employee and dependent coverage premiums.

- B. Benefit Denial Review: The Insurance Committee may also review disputed claims of employees prior to appealing to the Plan Administrator. The review shall be initiated and completed within the time limits prescribed for review under the Health Insurance Plan and this Committee shall only have the authority and power to recommend to the Plan Administrator the disposition of any disputed claim under the Plan benefits.

Section 22.5 - Survivor's insurance

The Employer agrees to provide, without charge, the same health insurance coverage and benefits provided to bargaining unit employees to the surviving spouse and all dependents of an employee who dies as a result of performing his/her official duties.

Such surviving spouse and/or dependents shall continue to be provided coverage and benefits by the Employer until, in the case of the spouse, such time as he or she may remarry or otherwise becomes eligible for other insurance or Medicare, and in the case of dependents, until such time as they no longer qualify for coverage under the terms of the plan.

- A. The costs of such coverage and benefits shall be fully paid by the Employer.
- B. For purposes of this Section only, the phrase while performing his/her official duties shall include all supervisory and other law enforcement activities in which a deputy might engage in during the normal course of service. The Employer shall not be required to provide this benefit to the surviving spouse or dependents of an employee who dies as a result of natural or other causes or suicide.

ARTICLE 23 - INDEMNIFICATION

Section 23.1 - Employer Responsibility

The Tazewell County Correctional Officers shall be covered by the Tazewell County liability insurance limit of one million dollars (\$1,000,000) per incident.

Section 23.2 - Legal Representation

Officers shall have legal representation by the Employer in any civil cause of action brought against an officer resulting from or arising out of the performance of duties, pursuant to 65 ILCS 5/1-4-6.

Section 23.3 - Cooperation

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

Section 23.4 - Applicability

The Employer shall provide the protection set forth above, so long as the officer is acting within the scope of his employment and where the officer cooperates, as defined in Paragraph entitled "Cooperation" with the Employer in defense of the action or actions or claims.

ARTICLE 24 - SAFETY ISSUES

Section 24.1 - Safety Committee

There shall be a Safety Committee comprised of not more than three (3) officers, one (1) on each shift; members of the Committee will be agreed to by the Labor Council

and the Sheriff. The Safety Committee and the Sheriff will meet to discuss safety issues at such times as is deemed necessary, provided that seventy-two (72) hours' notice is given by the party asking for the meeting.

Section 24.2 - Safety Complaints

Complaints regarding the safety of a piece of equipment shall be brought to the attention of the Jail Superintendent. If the defect in the equipment constitutes a hazard to the Correctional Officer required to operate or use such equipment and the complaining Correctional Officer is not satisfied with the action taken by the Jail Superintendent, he may take the complaint to the Sheriff; however, the complaining Correctional Officer shall abide by the Jail Superintendent's decision until such time as the dispute can reasonably be brought to the attention of the Sheriff. The Sheriff will resolve the dispute between the Jail Superintendent and the complaining Correctional Officer.

The Sheriff shall take all reasonable steps to assure that all equipment necessary to the on duty is in safe working condition.

ARTICLE 25 - BULLETIN BOARDS

The Employer shall provide the Labor Council with designated space on available bulletin boards, or provide bulletin boards on a reasonable basis, where none are available for purposes of the Labor Council.

ARTICLE 26 - PHYSICAL FITNESS

Section 26.1 - Agreement in Principle

Both the Labor Council and the Department hereby acknowledge the importance of physical health and well-being in each officer's continued performance of his/her duties with the Sheriff's Department. For these purposes, the parties agree that this physical fitness-testing program shall be implemented upon signing of this Agreement.

Section 26.2 - Test

The Sheriff adopts the Illinois Secretary of State's Physical Fitness Program as it exists on 12/1/01 and the same is hereby incorporated herein by reference. The

program shall be administered and supervised by the Sheriff's designee. Those who successfully complete the test each year shall be eligible for the achievement bonus provided for in Section 26.3 herein. The test shall remain the same during the duration of this Agreement. Results of the skin fold test shall not be used to determine eligibility.

Section 26.3 - Achievement Bonus

All employees covered by this Agreement, upon successful completion of the Section 26.2 test shall receive a bonus of \$400.00.

ARTICLE 27 - WAGES

Section 27.1 - Base Pay Rates:

Employees will be paid per Appendix D entitled "Base Wage Schedule".

The Employer agrees to increase the wages appearing on Appendix D "Base Wage Schedule" effective December 1, ~~2018-2021~~ with a wage increase of ~~65.0%~~; ~~Effective-effective~~ December 1, ~~2019-2022~~ with a wage increase of ~~04.0%~~; ~~and~~ effective December 1, ~~2020-2023~~ with a wage increase of ~~04.0%~~; and effective December 1, 2024 with a wage increase of 3.25%.

Section 27.2 - Educational Additions

Any Correctional Officer who qualifies for educational additional pay shall be paid in accordance with the following schedule:

Associate Degree in Law Enforcement or Corrections:
Five Hundred Twenty Dollars (\$520.00) per year

Bachelors' Degree in Law Enforcement or Corrections:
One Thousand Forty Dollars (\$1,040.00) per year

Masters' Degree in Law Enforcement or Corrections:
One Thousand Five Hundred Sixty Dollars (\$1,560.00) per year

Educational pay under this schedule shall be a part of the regular hourly-adjusted base rate for determining overtime. Correctional Officers who have an Associate Degree, Bachelors' Degree, or Masters' Degree not in Law Enforcement shall receive one-half (1/2) compensation for the respective degrees as provided for in this Section.

Education pay shall be included in the employee's base pay for all purposes.

Any employee who takes nine (9) hours per year in classes related to the police protection profession will be paid \$100.00 for every nine (9) hours that they pass on an annual basis related to a college degree and police protection. Classes must be approved in advance by the Sheriff and the employee must receive a "C" grade or better.

Section 27.3 - Shift Differential

Correctional Officers assigned to second (2nd) shift or a swing shift shall receive an additional ~~thirty-threefifty-~~cents (\$~~3350~~) per hour to be added to their adjusted base pay. Correctional Officers assigned to the third (3rd) shift will receive ~~thirty-eightsixty-~~cents (\$~~3860~~) per hour to be added to their adjusted base pay. Swing shift shall be defined as: "any combination of first (1st), second (2nd) and third (3rd) shifts". When a corrections officer is assigned to second (2nd), third (3rd), or swing shift, such corrections officer shall receive the additional pay only for the hours worked on second (2nd) or third (3rd) shift.

Section 27.4 - Upgrade Pay

Any Correctional Officer assigned as Field Training Officer will receive an additional three dollars (\$3.00) per hour added to their base pay during the time period in which the Officer is training a recruit. ~~(3) hours overtime per week while training a recruit.~~

Section 27.5 - Classification Officer Pay

Effective 12-1-05, any corrections officer assigned to the position of Classification Officer shall receive an additional 7.5% added to his/her base salary.

ARTICLE 28 - MISCELLANEOUS PROVISIONS

Section 28.1 - Work Rules and Personnel Policies

To the extent that the Tazewell County Sheriff's Work Rules and the Tazewell County Employees Personnel Policies Handbook does not conflict with the provisions of this Agreement, such policies shall continue in full force and effect.

Section 28.2 - Uniform Allowance

Uniform allowance shall be paid to Tazewell County Correctional Officers in two (2) equal semi-annual installments on December 1st and May 1st of each year. Employees must be on the payroll of the County at the time the payment is made in order to be eligible. No Correctional Officer shall be eligible to be paid a uniform allowance until after he/she completes his/her twelve (12) month probationary period. Effective December 1, 2018 the uniform allowance shall be \$1200.00, effective December 1, 2019 it shall be \$1200.00, and effective December 1, 2020 and continuing each year thereafter the uniform allowance shall be \$1000.00.

Section 28.3 - Printing of Agreement

The Employer shall be responsible for the printing of necessary copies of this Agreement and shall provide the Union an opportunity to proof the Agreement prior to printing. The cost of printing this Agreement shall be equally shared by both parties. The Employer shall distribute one (1) copy to each bargaining unit employee covered by this Agreement, and shall also provide each new bargaining unit employee, regardless of Union membership or status, upon employment.

Section 28.4 - Authorized F.O.P. Representatives

With the approval of the Sheriff or his designee, authorized representatives of the National or State Labor Council shall be permitted to visit the Department during working hours to talk with officers of the local Labor Council and/or representatives of the Employer concerning matters covered by this Agreement, so long as such visit does not interfere with the operation of the Sheriff's Department. Approval shall not be unreasonably denied.

Section 28.5 - Right to Examine Records

The Labor Council or a representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance, at reasonable times with the employee's consent. The above records shall not be accessed without the Sheriff or his designee in attendance.

Section 28.6 - Replacement and Repair

The Employer agrees to repair or replace as necessary an officer's eye glasses (limited to \$150.00), contact lenses, prescription sunglasses, wrist watches (limited to \$100.00), if such are damaged or broken, when during the course of the employee's duties the employee is required to exert physical force or is attacked by another person. The incident is to be documented with the immediate supervisor by providing proof of payment.

Section 28.7 - Immunization

The Employer agrees to pay all expenses for inoculation or immunization shots, at a facility designated by the Sheriff, for the employee and for members of an employee's family when such becomes necessary as a result of said employee's exposure to contagious diseases where said officer has been exposed to said disease in the line of duty.

The Employer agrees to release employees from duty for the purpose of receiving immunizations and inoculations during the hours of work, such time will be paid.

Section 28.8 - Shift Exchange

Employees shall be permitted to swap shifts with approval of the Sheriff, Jail Superintendent or a designee. Shift exchanges shall not cause overtime.

Section 28.9 - Alcohol and Drug Testing

A. Statement of Policy

It is the policy of Tazewell County and the Illinois Fraternal Order of Police Labor Council that the public has the right to expect persons employed by the Tazewell County Sheriff's Department to be free from the effects of drugs and alcohol. The Employer has the right to expect its employees to report for work fit and able for duty. The purposes of this policy shall be achieved in such manner as not to violate any established rights of bargaining unit employees.

B. Prohibitions

Employees shall be prohibited from:

- 1) consuming or possessing alcohol, unless in accordance with duty requirements, at any time during the work day or anywhere on any County premises, job sites, including all County buildings, properties, vehicles and the employee's personal vehicle while engaged in County business;
- 2) illegally consuming, possessing, selling, purchasing or delivering any illegal drug;
- 3) failing to report to their supervisor any known adverse side effects of medication or prescription drugs that they are taking.

This Section is not intended to limit the duty of the Employer to enforce the laws of the State of Illinois and all regulations of the Tazewell County Sheriff's Department or to restrict the Employer's right to require prospective hires to submit to a drug screening procedure.

C. Drug and Alcohol Testing

When the Sheriff has reasonable suspicion to believe that an employee is under the influence of alcohol or 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. Employees who test positive for either prescribed drugs or alcohol by virtue of the Employer having reasonable suspicion are subject to random testing for period not to exceed one (1) year from the date of the confirmed positive test result as a condition of continued employment.

D. 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 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 or a private attorney at the time the order is given; provided, however, that in no circumstances may implementation of the order be delayed longer than forty five (45) minutes. 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.

E. Tests to Be Conducted

In conducting the testing, authorized by this Agreement, the Tazewell County Sheriff's Department shall:

- 1) 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);
- 2) ensure that the laboratory or facility selected conforms to all NIDA standards;
- 3) 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 this chain of custody;
- 4) 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;
- 5) collect samples in such a manner as to insure a high degree of security for the sample and its freedom from adulteration;
- 6) confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography / mass spectrometry(GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;
- 7) 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 expense; Provided the employee makes such demand of the Sheriff or his designee within seventy-two (72) hours of receiving the results of the test;

- 8) 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 subsequent confirmatory test indicate the presence of a substance. Should any information concerning such testing or the results thereof be used herein (i.e. billings for testing that reveal the nature or number of tests administered), the Employer will not use such information in any manner or forum adverse to the employee's interests;
- 9) require that with regard to alcohol testing, for the purpose of determining whether or not the employee is under the influence of alcohol, test results that show an alcohol concentration of .02 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive. This shall not preclude the Employer from attempting to show that lesser test results, i.e., below .02, demonstrate that the employee was under the influence of alcohol, but the Employer shall bear the burden of proof in such cases. The Employer shall also be permitted to offer and the employee shall be required to submit to a breathalyzer test administered by non-bargaining unit personnel, provided that such breathalyzer test shall be conducted by qualified personnel in an area which affords privacy;
- 10) provide each employee tested with a copy of all information and reports received by the Employer in connection with the testing and the results at no cost to the employee;
- 11) ensure that no employee is the subject of any adverse employment action except temporary reassignment or relief from duty with pay during the pendency of any testing procedure. Any such temporary

reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

F. Right to Contest

The Labor Council and/or the employee, with or without the Labor Council, 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 test, 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 impair any constitutional rights that employees may have with regard to such testing. Employees retain any such constitutional rights as may exist and may pursue the same at their own discretion, with or without the assistance of the Labor Council.

G. Voluntary Requests for Assistance

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

All employees who voluntarily seek assistance with a prescribed drug and/or alcohol related problem, shall not be subject to any disciplinary or other adverse employment action by the Employer.

The foregoing is conditioned upon:

- 1) the employee agreeing to the appropriate treatment as determined by the physician(s) involved;
- 2) the employee discontinues his abuse of the drug or abuse of alcohol;
- 3) the employee completes the course of treatment prescribed, included an "after-care" group for a period of up to twelve (12) months;
- 4) the employee agrees to submit to random testing during hours of work during the period of "after-care" for a period of not more than one (1) year.

Employees who do not agree to or act in accordance with the foregoing, or who test positive for drugs, or test positive for alcohol shall be subject to discipline, up to and including discharge, based on the facts and circumstances of the particular case. Employees who test positive for either prescribed drugs or alcohol by virtue of the Employer having reasonable suspicion are subject to random testing for period not to exceed one (1) year from the date of the confirmed positive test result as a condition of continued employment.

The foregoing shall not be construed as an obligation on the part of the Employer to retain an employee on active status through 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 Tazewell County Sheriff's Department 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 any accumulated paid leave that he/she may have, such as compensatory time, vacation time, sick days, or personal leave days, or take an unpaid leave of absence pending treatment at their option.

H. Discipline

The Employer shall have the right to discipline employees or recommend discipline against employees, as may be appropriate, for any violations of this Policy. Such discipline, or recommendations for such, may include discharge subject to the provisions of paragraph G.

Positive confirmed test results for any illegal drug shall result in termination of an employee.

Section 28.10 - Protective Vests

The Employer will provide protective vests to all bargaining unit members by relocation into new jail facility. A Joint Advisory Committee will recommend the threat level and specifications of the vests which shall be determined by the Employer. Protective Vests will be a mandatory part of the uniform. Employer will replace them at the end of the warranty period.

Section 28.11 - Residency

Employees may reside within a fifteen (15) mile, straight-line radius, of the Tazewell County Justice Center, anywhere within Tazewell County and anywhere within the city limits of Peoria, Illinois, even if beyond 15 miles.

ARTICLE 29 - ENTIRE AGREEMENT /SAVINGS CLAUSE

Section 29.1 - Entire Agreement Waiver

This Agreement constitutes the entire agreement between the parties and no verbal statements shall supersede any of its provisions. Any amendment supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto. The Employer and the Labor Council, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to:

- A. any subject matter or matter specifically referred to or covered in this Agreement; and,
- B. subjects or matters that arose as a result of the parties proposals during bargaining but which were not agreed to.

Section 29.2 - Savings Clause

If any Article or Section of this Agreement or any addenda 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 addenda shall not be affected thereby, and the parties shall immediately negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE 30 – DURATION

Section 30.1 - Term of Agreement

This Agreement shall be effective from December 1, ~~2018-2021~~ and shall remain in full force and effect until November 30, ~~2021~~2025. 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 30.2 - Continuing Effect

Notwithstanding any provision of this Article of 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 30.3 – Retro Pay

Any retro pay owed upon the resolution of a successor Collective Bargaining Agreement will be paid within 45 days of the issuance of an award or within 45 days of approval of a Collective Bargaining Agreement by the Employer's bargaining representative(s), whichever comes first.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this
_____ day of _____, ~~2020~~2022.

FOR THE EMPLOYER:

FOR THE UNION:

Tazewell County Board Chairman

Tazewell Co. FOP Labor Council #98

Tazewell County Sheriff

Tazewell Co. FOP Labor Council #98

Tazewell County Clerk

Tazewell Co. FOP Labor Council #98

(SEAL)

Rob Scott, Illinois FOP Labor Council

APPENDIX A - 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 B - 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 STEP ONE 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 STEP TWO RESPONSE

Employer Representative Signature Position

Person to Whom Response Given Date

Lodge No. / Year / Grievance No.

STEP THREE

Reasons for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP THREE 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 STEP FOUR 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



APPENDIX C - UNIFORMS

Correctional Officers will be given as initial issue the following items and accessories, with the number of each item shown in parentheses:

Winter Jacket (1)

Three (3) shirts of whatever sleeve length (short or long) is chosen by the employee

Slacks (3)

Name Plate (2)

Badge (2)

Commission Card (1)

Hat (1) Ball Cap

Black Uniform Shoes (1 pair)

Handcuffs

Leather and Required Accessories

Key holder

Belt

Radio Holder

Radio

Handcuff Case

Flashlight Holder

Flashlight

Any additions to, or variations from, the above listed equipment, must be approved by the Jail Superintendent prior to being allowed for use as part of the uniform.

Any Correction Officers who have not received the above-enumerated items prior to the initiation of this Agreement will receive only the items not issued to them at the time of their hire.

APPENDIX D - BASE WAGE SCHEDULE

	12/1/2020 Current	<u>12/1/2021</u> 5%	<u>12/1/2022</u> 4%	<u>12/1/2023</u> 4%	<u>12/1/2024</u> 3.25%
Start	\$ 46,917.93	\$ <u>49,263.83</u>	\$ <u>51,234.38</u>	\$ <u>53,283.76</u>	\$ <u>55,015.48</u>
Year 1-2	\$ 47,930.06	\$ <u>50,326.56</u>	\$ <u>52,339.62</u>	\$ <u>54,433.20</u>	\$ <u>56,202.28</u>
Year 2-3	\$ 48,942.24	\$ <u>51,389.35</u>	\$ <u>53,444.92</u>	\$ <u>55,582.72</u>	\$ <u>57,389.16</u>
Year 3-4	\$ 49,954.41	\$ <u>52,452.13</u>	\$ <u>54,550.22</u>	\$ <u>56,732.23</u>	\$ <u>58,576.03</u>
Year 4-5	\$ 50,966.55	\$ <u>53,514.88</u>	\$ <u>55,655.48</u>	\$ <u>57,881.70</u>	\$ <u>59,762.86</u>
Year 5-6	\$ 51,978.72	\$ <u>54,577.66</u>	\$ <u>56,760.77</u>	\$ <u>59,031.20</u>	\$ <u>60,949.71</u>
Year 6-7	\$ 52,990.85	\$ <u>55,640.39</u>	\$ <u>57,866.01</u>	\$ <u>60,180.65</u>	\$ <u>62,136.52</u>
Year 7-8	\$ 54,003.04	\$ <u>56,703.19</u>	\$ <u>58,971.32</u>	\$ <u>61,330.17</u>	\$ <u>63,323.40</u>
Year 8-9	\$ 55,015.20	\$ <u>57,765.96</u>	\$ <u>60,076.60</u>	\$ <u>62,479.66</u>	\$ <u>64,510.25</u>
Year 9-10	\$ 56,027.34	\$ <u>58,828.71</u>	\$ <u>61,181.86</u>	\$ <u>63,629.13</u>	\$ <u>65,697.08</u>
Year 10-11	\$ 57,039.49	\$ <u>59,891.46</u>	\$ <u>62,287.12</u>	\$ <u>64,778.60</u>	\$ <u>66,883.90</u>
Year 11-12	\$ 58,051.63	\$ <u>60,954.21</u>	\$ <u>63,392.38</u>	\$ <u>65,928.08</u>	\$ <u>68,070.74</u>
Year 12-13	\$ 59,063.81	\$ <u>62,017.00</u>	\$ <u>64,497.68</u>	\$ <u>67,077.59</u>	\$ <u>69,257.61</u>
Year 13-14	\$ 60,083.05	\$ <u>63,087.20</u>	\$ <u>65,610.69</u>	\$ <u>68,235.12</u>	\$ <u>70,452.76</u>
Year 14-15	\$ 61,095.20	\$ <u>64,149.96</u>	\$ <u>66,715.96</u>	\$ <u>69,384.60</u>	\$ <u>71,639.60</u>
Year 15-16	\$ 62,107.33	\$ <u>65,212.70</u>	\$ <u>67,821.21</u>	\$ <u>70,534.06</u>	\$ <u>72,826.42</u>
Year 17-18	\$ 63,970.54	\$ <u>67,169.07</u>	\$ <u>69,855.83</u>	\$ <u>72,650.06</u>	\$ <u>75,011.19</u>
Year 19-20	\$ 65,889.66	\$ <u>69,184.14</u>	\$ <u>71,951.51</u>	\$ <u>74,829.57</u>	\$ <u>77,261.53</u>
Year 21+	\$ 66,897.78	\$ <u>70,242.67</u>	\$ <u>73,052.38</u>	\$ <u>75,974.48</u>	\$ <u>78,443.65</u>

APPENDIX E - OVERTIME GUIDELINES

1. Eligibility for overtime:

- A. No Officer is eligible for overtime (2) shifts after their regular shift when calling in sick or taking a Funeral day.
- B. No Officer will be called for overtime on the weekend before/after their week off. A week can consist of any combination of P/D's, Comp Days, Vacation days, and or Trade days (a week is considered 5 consecutive days).
- C. An Officer is eligible for overtime up to (2) shifts before and after they have taken a P/Day, Comp Day, Vacation day, Trade Day, But Can Not Be Forced.

2. Callout procedure will be as follows:

- A. The first overtime callout of the fiscal year will be by seniority. From then on it will be on a rotation basis starting at the top with the first eligible officer.
- B. A "yes", "no", or a "force" will rotate you to the bottom of the list.
- C. A "no contact" or not being eligible keeps you in your present position.
- D. The results of the overtime callout will be entered in the computer immediately.

3. The forcing procedure will be as follows:

- B. The Officer with the least amount of seniority will be forced first. Ties go by seniority. Eligibility will be determined by the last date forced, not the number of forces.
- C. Correctional Officers released off the FTO program will be placed at the bottom of the rotation call out list.
- D. Shift Command will leave a voice mail on an incoming Officer's phone letting them know they have been forced for overtime. If the Officer does not receive the voice mail they will be notified once they arrive for their scheduled shift.
- E. An Officer is not eligible to be forced (2) shifts after their "Friday" shift unless deemed necessary.
- F. A scheduled Personal Day, Comp Day, Vacation day and or Trade day will take precedence over an Officer's "Friday" or an Officer who volunteers to work on their weekend.
- G. An officer may call in to accept the forced overtime of another officer if the notification to the Employer of such change is made within at least one (1) hour after the force has been issued and no less than one (1) hour before the beginning of the shift on which the forced overtime will be worked.
- H. If an Officer is forced to work an 8-hour shift immediately following the shift said Officer is currently working, the Officer who is forced may reach a voluntary agreement with another Officer to split the "forced shift" into two equal four (4) hour shifts. The Officer forced to work the 8-hour shift after the Officer's current shift must work the first 4-hour increment of the forced shift, and another Officer may then agree with the forced Officer to work

the second 4-hour increment of the forced shift. Any agreement to split the forced shift must be reported by the forced Officer to the JOS on duty at the beginning of the forced shift, and the forced Officer must provide the JOS with the name of the Officer who will work the second 4-hour increment of the forced shift. At the start of the second 4-hour increment of the forced shift, both the forced Officer and the Officer who has agreed to work the second 4-hour increment of the forced shift shall present themselves to the JOS on duty to verify that the Officer who agreed to work the second 4-hour increment is present in the jail and ready to work, at which time the JOS will grant the forced Officer permission to go off-duty and leave the jail. The forced Officer will not be allowed to cease working the forced overtime shift until the Officer who agreed to work the second 4-hour increment of the forced shift is present inside the jail, in uniform, and ready to work and the forced Officer has been granted permission to leave by the JOS. If the Officer who agreed with the forced Officer to split the shift does not show up to work at the start of the second 4-hour increment of the forced shift, the forced Officer may not go off-duty and may not leave the jail, but must instead continue to work the second 4-hour increment of the split shift.

If the forced Officer leaves the jail before the Officer who agreed to work the second 4-hour increment is present inside the jail, in uniform, and ready to work, the forced Officer shall be subject to discipline for abandoning his/her post, up to and including termination of employment. Except only in cases of on-duty injury or with the written permission of the JOS on-duty based on a personal or family emergency, if, after the commencement of the second 4-hour increment of the forced shift, the Officer who agreed to work the second 4-hour increment of the forced shift leaves the jail at any time prior to completing said second 4-hour increment of the forced shift, said Officer shall be subject to discipline for abandoning his/her post, up to an including termination of employment.

The Sheriff, Jail Superintendent, Assistant Jail Superintendent, or any JOS so authorized by the Sheriff and/or Jail Superintendent, may reject the splitting of the forced overtime shift at his/her discretion based on the current staffing needs of the jail, which discretion may not be unreasonably exercised under the circumstances.

Any voluntary agreement to split a forced shift made between the forced Officer and another Officer shall not in any way alter the normal rotation of overtime call-out as outlined in this Contract. The Officer who voluntarily agrees to work the second 4-hour increment of the split shift shall not be rotated to the bottom of the call-out list based on the employee's agreement to work the second 4-hour increment of the shift.

4. The Holiday overtime will be called out separately and logged separately.
5. Overtime guidelines are subject to change in accordance to the operational needs of the Tazewell county justice Center.

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
COUNTY OF TAZEWELL COUNTY
A BODY POLITIC, AND THE
TAZEWELL COUNTY AUDITOR, CORONER,
COUNTY CLERK, RECORDER, SHERIFF
AND TREASURER, ELECTED OFFICIALS
CO-EMPLOYER
AND
TEAMSTERS, CHAUFFEURS AND HELPERS LOCAL UNION NO. 627

ON BEHALF OF THE ~~EMPLOYEES AND~~
~~NON-JUDICIAL EMPLOYEES~~
UNIT B
ADMINISTRATIVE AND SUPPORT STAFF EMPLOYEES UNIT

DECEMBER 1, 2017-2021 – NOVEMBER 30, 2020-2024

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PREAMBLE

This Agreement entered into by the County of Tazewell, a body politic, Auditor of Tazewell County, Coroner of Tazewell County, County Clerk of Tazewell County, Recorder of Tazewell County, Sheriff of Tazewell County and Treasurer of Tazewell County as joint public employers within the meaning of Sections 3(n) and 20(b) of the Illinois Public Labor Relations Act, hereinafter referred to as the Employer, and Teamsters, Chauffeurs and Helpers Local Union No. 627, referred to as the Union, after collective bargaining as required by 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 – Unit Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, working conditions and other conditions of employment for all full-time and part-time employees in the job classifications found within the Illinois State Labor Relations Board Certification seen below for Unit B. Such recognition is pursuant to certification by the State Labor Relations Board, and shall include those employees, except those excluded pursuant to P.A. 83-1012 and such certification. Where a new classification is instituted, the work of which falls within the scope of the unit, the Employer agrees to jointly petition the State Labor Board to seek the necessary unit clarification. ~~After the classification has been approved by the Labor Board, it shall then be submitted to the Position Evaluation Committee for approval.~~

Where other employees were historically excluded but are eligible under the statute and may only appropriately be represented in the unit or where a new classification is instituted, the work of which falls within the scope of the unit, the

Employee agrees to jointly petition the Illinois State Labor Board to seek the necessary unit classification.

The State Labor Relations Board has certified the bargaining unit for Unit B as follows:

Included: All employees in the following departments of Tazewell County: ANIMAL CONTROL: Animal Control Officer, Administrative Assistant, Administrative Specialist, Kennel Services Coordinator, Kennel Services Technician, Weekend & Holiday Services Technician, Animal Control Specialist, [Lead Animal Control Officer](#), [Kennel Services Lead](#); FINANCE: Accounting Manager, ~~Purchasing Manager~~; BUILDING AND GROUNDS: Maintenance Coordinator, Maintenance Lead Assistant, Maintenance Lead Technician, Part-time Maintenance Technician; COMMUNITY DEVELOPMENT: Permit Technician; CORONER: Administrative Assistant; COUNTY CLERK/RECORDER: [Deputy Recorder/Payroll Assistant](#), Deputy Recording Clerk, Part-time Deputy Recording Clerk, ~~Deputy Recorder Lead Clerk~~, ~~Deputy County Clerk~~, [Deputy County Clerk/Payroll Backup](#), Deputy County Clerk/Tax Extension Clerk, Deputy County Clerk/Bookkeeper, Deputy County Clerk Floater, Deputy Elections Clerk, [Deputy Payroll Administration](#), ~~Deputy Elections Clerk/Judge Coordinator~~, Printer Specialist, [Deputy Clerk/Floater/Elections](#), [Deputy Recorder/Elections Floater](#); SHERIFF: Detective Secretary, Lead Records/Civil Process Clerk, Records/Civil Process Clerk, Part-time Civil Process Clerk, Jail Clerk, Part-time Jail Clerk, [Civil Process Clerk](#); SUPERVISOR OF ASSESSMENTS: BOR Deputy Administrative Clerk, GIS/Mapping Technician, GIS Tech/Legal Description Clerk, Office Manager/Sales Analyst, ~~Transaction Clerk~~, Part-time Transaction Clerk, Senior Transaction Clerk; TREASURER: Accounting Technician I, Accounting Technician/Courier II, [Accounting Officer](#), ~~Accounting Technician/Courier~~, ~~Deputy Collector~~; PUBLIC DEFENDER: Administrative Assistant, [Part-Time Public Defender Clerk](#).

Excluded: All employees in the Health Department, all security employees, Secretary for the Veterans Assistance Commission and Chief Deputy Assessor, all supervisors, managerial employees, confidential employees, short-term employees, and all others excluded by the Act and all other employees of the Employers.

Section 2 – New Classifications

In the event the Employer establishes new job positions within the bargaining unit, the Employer, ~~through its Position Classification Committee,~~ shall assign a classification and pay grade thereto. If the inclusion of a new position classification is agreed to by the parties or found appropriate by the State Labor Relations Board, the parties shall negotiate as to the proper pay grade for the classification. If no agreement is reached within thirty (30) calendar days from the date its inclusion was determined, the Union may appeal the proposed pay grade to the 3rd step of the grievance procedure.

The arbitrator shall determine the reasonableness of the proposed salary grade in relationship to:

- (a) The job content and responsibilities attached hereto in comparison with the job content and responsibilities of other position classifications in the classification schedule and in the bargaining unit;
- (b) Like positions with similar job content and responsibilities within the public labor market generally;
- (c) Significant differences in working conditions to comparable position classifications.

The pay grade originally assigned by the Employer shall remain in effect pending the arbitrator's decision.

If the decision of the arbitrator is to increase the pay grade of the position classification, such rate change shall be applied retroactively to the date of its installation.

Upon installation of the new position classification, the filling of such position classification shall be in accordance with other procedures set forth in this Agreement.

Section 3 – Abolition or Merger of Job Classification

The Employer's determination to abolish or merge existing classifications may be appealed to the 2nd step of the grievance procedure.

Section 4 – Integrity of the Bargaining Unit

The Employer recognizes the integrity of the bargaining unit, and will not take any action, which may erode it. The employer shall assign bargaining unit work to bargaining unit employees except as otherwise provided in this Agreement.

Section 5 – Union Exclusivity

The Employer shall not discuss, confer, subsidize or negotiate with any other employee organization or its representatives on matters pertaining to hours, wages, and working conditions for employees in the bargaining unit. Nor shall the Employer negotiate with employees over their hours, wages, working conditions and all other terms of employment, except as otherwise provided for herein.

Section 6 – Department Heads

Department Heads and/or exempt employees may continue to perform bargaining unit work, which is incidental to their jobs. Department Heads and/or exempt employees may also perform bargaining unit work in emergency situations and where such work is necessary to train a bargaining unit employee. Such work by Department Heads and/or exempt employees shall not cause any layoffs of the bargaining unit employees, or the bargaining unit to be eroded.

Section 7 – Short-Term Employees

The Employer may continue to use short-term employees in accordance with past practice. Short-term employees are those who work in two (2) consecutive quarters, or less, per calendar year and have no reasonable expectation of being rehired the next calendar year.

Employer agrees not to significantly increase the number of short-term employees in such a manner as to avoid hiring permanent personnel or to cause layoffs of existing personnel.

ARTICLE II
MANAGEMENT RIGHTS

Section 1 – Rights Residing in Management

Except as amended, changed or modified by this Agreement, the Employer retains the exclusive right to manage its operations, determine its policies, budget and operations, the manner of exercise of its statutory functions and the direction of its working forces, including, but not limited to:

- (a) the right to hire, promote, demote, transfer, evaluate, allocate, assign, supervise and direct employees;
- (b) to discipline, suspend and discharge for just cause;
- (c) to relieve employees from duty because of lack of work or other legitimate reasons;
- (d) to determine the size and composition of the work force;
- (e) to make and enforce reasonable rules of conduct and regulations;
- (f) to determine the departments, divisions and sections and work to be performed therein;
- (g) to determine the number of hours of work and shifts per work week;
- (h) to establish and change work schedules and assignments;
- (i) to introduce new methods of operation;
- (j) to eliminate, contract, and relocate or transfer work and maintain efficiency;
- (k) to take whatever action is necessary to carry out the functions of the County and the County offices in emergency situations.

Section 2 – Statutory Obligations

Nothing in the Agreement shall be construed to modify, eliminate or detract from the statutory responsibilities and obligations of the Employer except that the exercise of its rights in the furtherance of such statutory obligations shall not be in conflict with the provisions of this Agreement.

ARTICLE III
UNION RIGHTS

Section 1 – Union Activity During Working Hours

Employees shall, after giving appropriate notice to their supervisor, be allowed reasonable time off with pay during working hours to attend insurance and labor management/safety meetings. Attendance shall be limited to those who are speaking at the meeting and their attendance shall not interfere with the Employer's operations.

Section 2 – Access to Premises by Union Representatives

The Employer agrees that local representatives and officers and Teamsters, Chauffeurs and Helpers Local Union No. 627 staff representatives shall have reasonable access to the premises of the Employer and Union, giving notice upon arrive to the County Board Chairman, or his designee, and the appropriate elected official, or his designee. Such visitations shall be for the reason of the administration of this Agreement and shall not interfere with the normal operations of the particular department. By mutual arrangement with the Employer in emergency situations, local Union representatives may call a meeting during working hours to prevent, resolve or clarify a problem of such magnitude that concerted activity is imminent.

Section 3 – Time Off for Union Activities

Local Union Stewards shall be allowed time off without pay for legitimate Union business such as Union meetings, provided such Steward shall give reasonable notice to his/her supervisor of such absence and may be allowed such time off if it does not interfere with the operating needs of the Employer. No more than two (2) local Union Stewards at any one time may be granted such time off without pay for nor more than three (3) days at one time. Except as mutually agreed to between the Employer and the Union, no individual employee may be granted such time off without pay more than twice a year.

Section 4 – Union Bulletin Boards

The Employer shall provide bulletin boards in the Courthouse, Tazewell building, McKenzie Building, Animal Control and Justice Center locations. The boards shall be for the sole and exclusive use of the Union. The items posted shall not be political, partisan or defamatory in nature.

Section 5 – Information Provided to Union

At least twice each year, when requested by the Union, the Employer through the Office of the County Clerk shall notify the local Union, in writing, of the following personnel transactions involving bargaining unit employees: New hires, promotions, bid numbers where such are used, layoffs, reemployment, transfer, leaves, returns from leave, suspension, discharge, and termination.

In addition, upon request of the Union, the Employer shall furnish the Union every ninety (90) days the current seniority rosters and reemployment lists, applicable under the seniority provisions of this Agreement.

Section 6 – Union Orientation

(a) The Employer shall notify the Union within fourteen (14) calendar days of the first day of work for any new employee or the change of full-time or part-time status of any employee covered by the bargaining unit.

(b) By mutual arrangement regarding time and place with the Employer, the Union shall be allowed to orient, educate and update each employee for up to one hour during the term of the contract for the purpose of informing employees of their rights and obligations under this collective bargaining agreement, and without loss of pay for the employees involved. The Union may conduct these orientation sessions no more than once per month for new employees. For the purpose of this Section a new employee is defined as anyone in their first year of employment with the County.

(c) The Employer shall inform the Union of all such hiring and the Union shall inform the Employer of the Union representative who will carry out the Union orientation.

(d) The Union is responsible for providing signed deduction forms to Payroll.

Section 7 – Distribution of Union Literature

During employee’s non-working hours, he/she shall be permitted to distribute Union literature to other non-working employees in non-work areas and in work areas during non-work hours. E-mail notification of Union meetings only will be permitted during working hours.

Section 8 – Union Meeting on Premises

The County Board Chairman, or his designee, agrees to make available conference and meeting rooms for Union meetings permitted under this Agreement upon prior notification to the County Board chairman, or his designee, unless to do so would interfere with the operating needs of the Employer or cause additional cost or undue inconvenience to the Employer.

Section 9 – Rate of Pay

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

ARTICLE IV
SUBCONTRACTING

Section 1 – General Policy

It is the general policy of the Employer to continue to utilize employees to perform work they are qualified to perform. However, the Employer reserves the right to contract out any work it deems necessary in the interests of economy, improved work product, or emergency.

Section 2 –Notice and Discussion

Absent an emergency situation, prior to the Employer changing its policy involving the overall subcontracting of work in a bargaining unit area, when such change amounts to a significant deviation from past practice resulting in layoff of a significant number of bargaining unit employees, the Employer shall first notify the Union and offer

the Union an opportunity to discuss and participate in considerations over the desirability of such subcontracting of work, including means by which to minimize the impact of such on employees.

ARTICLE V NON-DISCRIMINATION

Section 1 – Prohibition Against Discrimination

Both the employer and the Union agree not to discriminate against any employee on the basis of race, sex, creed, religion, color, marital or parental status, age, national origin, political affiliation and/or beliefs, mental and/or physical disability, sexual orientation, or other non-merit factors.

Section 2 – Union Activity

The Employer and the Union agree that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by the Illinois Public Labor Relations Act or by this Agreement, or on account of Union membership or non-membership or engagement in lawful activities on behalf of the Union.

Section 3 – Equal Employment/Affirmative Action

The parties recognize the Employer's obligation to comply with federal and state Equal Employment and Affirmative Action Laws.

ARTICLE VI DUES CHECKOFF/~~FAIR SHARE FEES~~

Section 1 – Union Dues ~~and Fair Share~~

~~All bargaining unit employees shall become members of the Union or pay fair share not later than the thirty first (31st) day following the beginning of their employment or within thirty one (31) days of the execution of this Agreement as a condition of~~

~~employment and shall continue in good standing in the Union or pay fair share as a condition of continued employment. Any employee not completing his membership in the Union, remaining in good standing or paying fair share as herein provided shall be subject to dismissal by the Employer upon written demand of the Union.~~

The Employer shall deduct monthly from the pay of each bargaining unit employee from whom it has received a written authorization to do so the amount certified by the Union to be the amount required for payment of monthly membership dues and uniform initiation fees, and remit the sums deducted to the Union within ten (10) days after the deductions are made.

~~All bargaining unit employees who are not members of the Union and who do not become members of the Union within thirty one (31) days of the effective date of this Agreement or of their date of employment, whichever is the later, and continuing during the term of this Agreement so long thereafter as they are not members of the Union shall pay to the Union each month their fair share of the costs of services rendered by the Union which are chargeable to non-members under applicable law, as certified by the Union to the Employer, and which may not exceed the monthly dues uniformly required by members of the Union. Upon receipt of said certification, the Employer shall deduct monthly and remit to the Union within ten (10) days thereafter the required fair share contribution from the pay of any employee who has not authorized deduction of Union dues.~~

Section 2 – 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 Agreement.

For the purpose of meeting the monthly deduction the Employer agrees that the monthly deduction shall be split and deducted from an employee's check 24 times, 2 times per month.

Section 3 – Religion Exemption

~~Employees who are members of a church or religious body having a bona fide religious tenet or teaching which prohibits the payment of a fair share contribution to the Union, shall be required to pay an amount equal to their fair share of Union dues, as described in Section 4, to a non-religious charitable organization mutually agreed upon by the Union and the affected employees as set forth in Section 6(g) of the Illinois Public Labor Relations Act. The employee will be required to furnish written receipt to the Union on a monthly basis verifying that such payment has been made.~~

Section 4.3 – Posting Notices

The Union agrees to post and provide notices and appeal procedures to employees in accordance with applicable law.

Section 5.4 – Deduction Forms

The Union shall supply the Employer with deduction forms and said forms shall include the date of the execution of the employees signed authorized form.

ARTICLE VII

WORK STOPPAGE

Section 1 – Strike and Lockout Prohibited

Neither the Union nor any of its officers, agents or County employees will instigate, promote, encourage, sponsor, engage in or condone any strike, slowdown, concerted work stoppage, sympathy strike or any other intentional interruption of work during the term of this Agreement, except for a legally established picket line of Teamsters Local Union 627. The Employer shall not lock out any employees in the bargaining unit during the term of this Agreement.

Section 2 – Union Action

It is further mutually agreed that the Local Union will, within two (2) weeks of the date of the signing of this Agreement, serve upon the County a written notice, which notice will list the Union's authorized representatives who will deal with the County.

In the event any employee or group of employees covered by this Agreement shall, during the term hereof, participate in any such unauthorized strike or other such activity, the Union agrees that within four (4) hours after the County notifies, in writing, the Union's authorized representatives of such occurrence it will direct such employee, or group of employees, to resume normal work and will take effective means to terminate such unauthorized conduct, including the execution and delivery to the County, by an authorized officer of the Union, a notice to the effect that such occurrence is neither authorized nor approved by the Union. If the foregoing provisions are complied with, the Union will not be deemed to have violated this Article or to be amenable to suit for damages on account thereof.

Section 3 – Penalties

Any or all employees who have been found to have violated any of the provisions of Article VII may be discharged or otherwise disciplined by the Employer, such discipline may include loss of unearned compensation and holiday pay. In an arbitration proceeding involving a breach of this Article the sole question for the arbitrator to determine is whether the employee engaged in prohibited activity. In addition to the penalties provided herein, the Employer may enforce any other legal rights and remedies to which it may be entitled by law.

ARTICLE VIII

PERSONNEL FILES

Section 1 – Inspection

Upon written request by an employee, the Employer shall permit the employee to reasonable inspect his or her personnel file in as private a manner as possible under

the supervision of a manager. If the employee is involved in a grievance such inspection shall be immediate; otherwise, it may be within twenty-four (24) hours of receipt of the employee's written request for inspection provided that the administrative office of the employee's department is open. 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 for the cost of copying in excess of fifty (50) sheets per request. The Employer and the Union agree to abide by the procedure set forth in the Illinois Personnel Record Review Act (820 ILCS 40/1, et seq).

Section 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 his or her personnel file subject to the procedures contained in Section 1 of this Article.

Section 3 – Employee Rights

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

Section 4 – Review

Employees shall be allowed to review their personnel file during daytime work hours with a department head or their designee present. Employees shall lose no pay for hours for use of this privilege not to exceed one (1) hour on each occasion. Employees may access their personnel files no more than twice per year unless the employee is involved in a grievance action, in which case, upon the written request by the Union Labor Representative the Employer shall provide a copy of the employees personnel file to the Union.

Section 5 – Number and Location of Files

Except as otherwise provided, there shall be no more than one (1) personnel file kept on the individual employee which shall be maintained in a place determined by the Employer, except that the payroll portion (wages, holidays, personal days/comp time,

etc.) shall be maintained as the official record in the County Clerk's Office. The Sheriff may maintain Internal Investigation (IID) files but nothing in those files may be used in grievance of discipline proceedings unless that portion of an Internal Investigation (IIF) file has previously been made part of the personnel file.

ARTICE IX

DISCIPLINE AND DISCHARGE

Section 1 – Definition

The Employer agrees with the tenets of progressive and corrective discipline. Disciplinary action or measures shall include but not be limited to the following:

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

Employees shall not be demoted for disciplinary reasons. Employees will be given copies of all reprimands. Other reasonable conditions of employment may be included as part of the discipline.

Disciplinary action may be imposed promptly upon an employee only for just cause. Discipline shall be imposed promptly after the Employer is aware of the event or action giving rise to the discipline and after a reasonable period of time to investigate the matter. An employee shall be entitled to the presence of a grievance representative at an investigatory interview if he/she requests one and if the employee has reasonable grounds to believe that the interview may be used to support disciplinary action against the employee.

The parties understand that the requirement to use progressive discipline does not prohibit the Employer, where it can show just cause, to summarily suspend or discharge an employee for any of the types of major offenses listed in the Personnel Policy under 5.1 for paragraphs 1-9, 11, 12, 17, 18 & 20. Those Sections provide as follows:

- 1. Insubordination** – Failure, or unreasonable delay, in carrying out specific instructions given by any Supervisor; blatant disregard of supervisory instructions; failure to cooperate with supervisory directives.
- 2. Physical Harm/Assault** – Assault on or inflicting bodily harm on another employee, Supervisor, or member of the public.
 - i. Assault is defined as an indirect or direct threatening or aggressive act or language toward another employee, Supervisor, or member of the general public.
- 3. Theft or Pilfering** – Possessing, taking, destroying, or tampering with County property without proper authorization.
- 4. Abuse of County Property** – Willful or malicious destruction, negligence, or abuse of County property, equipment, or facilities; damage to property by failing to use proper equipment, care, and/or good judgment.
- 5. Drug/Alcohol Use and/or possession** – Using alcohol or a controlled substance, or having alcohol and/or a controlled substance in his/her possession while on County property and/or on County work time; possession, use, or sale of alcohol or a controlled substance on County property and/or County time.
- 6. Incarceration** – Failure to notify a Supervisor of an employee's incarceration for an offense, charge, or alleged crime.
- 7. Conflicts of Interest** – Beginning or maintaining an outside personal or business economic relationship which affords present or future financial benefits to the employee by securing advantage of goods, services, or influence due to position of the employee with the County.
- 8. Safety Violations** – Unauthorized possession and/or use of weapons, ammunition, or explosives; neglect for the safety of others or the commission of unsafe acts in the use and care of County property or equipment.
- 9. Illegal Driving** – Issued driver's licenses has expired, or has been denied, restricted, revoked or suspended during employment; Failure to notify Supervisor if license becomes denied, expired, restricted, suspended, or revoked, where valid driver's license is required in employee's job description during employment; Driving a County vehicle while on County business when not possessing a valid driver's license; Permitting unauthorized individuals to ride in or drive a County vehicle.

- 11. Gifts and Gratuities** – Employee acceptance of loans, advances, gifts, and gratuities with monetary value over \$75.
- 12. Dangerous Horseplay** – Pranks resulting in physical harm or property damage.
- 17. Misuse of County Time** – Sleeping or other acts of inattention or neglect of duty.
- 18. Personal Use of County Property** – Personal use of County equipment, materials, tools, supplies, without written permission of the using Department Supervisor.
- 20. False Statements** – Making intentionally false statements, either verbally or in writing, about the County, other employees, themselves, supervision, or work situations.

Section 2 – Just Cause

Disciplinary action may be imposed upon an employee only for just cause. Where an employee is serving a probationary period the parties agree said employee cannot use the grievance procedure to grieve a discharge, except where the employee is alleging that the discharge is due to his/her Union activities, or other “protected rights”, but the probationary employee may grieve an oral reprimand, written reprimand or suspension.

Section 3 – Manner of Discipline

If the Employer has reasons 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 4 – Notification and Measure of Disciplinary Action

In the event disciplinary action is taken against an employee, other than the issuance of an oral reprimand, the employer shall promptly furnish the employee in writing with a clear and concise statement of the reasons. The employee shall be given notice before the discipline is to take place to allow the employee time to speak with a union representative. Unless the employee declines in writing to inform the Union of such disciplinary action, the Employer shall also furnish the Union with the same information provided to the employee. The Employer will provide to the Union a copy of any written declination by the employee. The measure of discipline and the statement

of reasons may be modified especially in cases involving suspension pending discharge, after the investigation of the total facts and circumstances. Once the measure of discipline is determined and imposed, the Employer shall not increase it for the particular act of misconduct which arose from the same facts and circumstances. Once the measure of discipline is determined and imposed, the Employer shall not increase it for the particular act of misconduct which arose from the same facts and circumstances.

Section 5 – Removal of Discipline

Any written reprimand shall be removed from an employee's record if, from the date of the reprimand, ~~twelve (12) –twenty four (24)~~ months pass without the employee receiving any form of disciplinary action against him/her. an additional reprimand or discipline for such offense. If the employee receives any form of disciplinary action within the twelve (12) month period following the date of a written reprimand, then the reprimand shall not be removed until twenty-four (24) months pass without the employee receiving an additional reprimand or discipline for such offense.

Section 6 – Disciplinary Meeting

If the Employer and Union meet for purposes of a disciplinary meeting stemming from discipline to be provided to an employee, the Union member subject to discipline may be accompanied by one (1) Union Steward, in addition to a Union attorney or a Union Representative at said meeting. No Union member shall be present on behalf of the Employer for these purposes unless the Union member subject to discipline requests that he or she be allowed to confront any potential witnesses or accuser of the alleged incident.

ARTICLE X

DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

Section 1 – Definition of a Grievance

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

Section 2 – Dispute Resolution

In the interest of resolving disputes at the earliest possible time, it is agreed that an attempt to resolve a dispute shall be made between the employee and his or her Department Head. All disputes pursuant to this Section shall be made in writing no later than ten (10) working days from the incident giving rise to the dispute.

The employee shall make his or her complaint to his or her Department Head, which may, in some cases, be an Elected Official. The employee shall be notified of the decision within ten (10) working days following the day when the complaint was made. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances. In the event of a complaint, the employee shall perform his/her assigned work task and complain later, unless the employee reasonably believes that the assignment endangers his or her safety.

Section 3 – Representation

Grievances shall be processed by the Union on behalf of an employee or on behalf of a group of employees. The Employer may file contract grievances directly at Step 3, Section 8 of this Article. Either party may have the grievant or one grievant representing group 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.

Section 4- 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 5 – 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.

The Employer's failure to respond within the time limits shall not find in favor of the grievant and shall automatically advance the grievance to the next Step except arbitration. Time limits may be extended by mutual agreement.

Section 6 – Investigating or Processing Grievances

The grievant(s) and one Union Steward will be permitted reasonable time without loss of pay during their working hours to investigate and process grievances. A grievant who is called back by the Employer on a different shift or on his/her day off as a result of the Employer scheduling a grievance meeting shall have such time spent in the meeting considered as time worked. Witnesses whose testimony is pertinent to the Union's presentation or argument will be permitted reasonable time without loss of pay to attend grievance meetings and/or respond to the Union's investigation but shall not be compensated by the Employer for testifying outside of working hours. No employee or Union Steward shall leave his/her work to investigate, file or process grievances without first notifying and making mutual arrangement with his/her Department Head, Supervisor, or designee, as well as the Department Head, supervisor or designee of any unit to be visited, and such arrangements shall not be denied unreasonably. Employees attending grievance meeting shall normally be those having direct involvement in the grievance. In the event of a grievance the employee's assigned work task shall be performed first and the grievance filed later, unless the employee reasonably believes the assignment endangers his safety.

Section 7 – Meeting Space and Telephone Use

Upon request, the employee and Union Steward shall be allowed the use of an available appropriate room while investigating or processing a grievance; and, upon prior general approval, shall be permitted the reasonable use of telephone facilities for the purpose of investigating or processing grievances. Such use shall not include any long distance of toll calls at the expense of the Employer.

Section 8 – Steps in Procedure

Disputes arising under this Agreement shall be resolved as follows:

Step 1: If no agreement is reached between the employee and the Department Head, as provided for in Section 2 – Dispute Resolution, the Union shall prepare a written grievance on a form mutually agreed to and presented to the elected official or Department Head, as the case may be, no later than ten (10) working days from the date the employee knew or should have known of the incident giving rise to the grievance. Within five (5) working days after the grievance has been submitted in this Step 1, the elected official or Department Head, as the case may be, shall meet with the grievant and the Union steward to discuss the grievance and make a good faith attempt to resolve the grievance. The elected official or Department Head, as the case may be, shall respond in writing to the grievant and the Union steward within ten (10) working days following the meeting. If resolution of the grievance requires the expenditure of money beyond available budget funds, the grievance shall be referred to Step 2.

Step 2: In the case of grievances arising in an office headed by an elected official, if the grievance is not settled at Step 1, the grievance may be referred in writing within five (5) working days after the decision in Step 1, to a grievance committee composed of one (1) County Board member appointed by the Chairman of the County Board, the elected official involved, and a third person selected by mutual agreement of the elected official and the Chairman of the County Board.

For all grievances, if the grievance is not settled at Step 1 the grievance may be referred in writing to the County Board Collective Bargaining Committee within five (5) working days after the decision in Step 1. Within ten (10) working days after the grievance has been filed with the Committee, the Committee shall meet with the Union and the grievant to discuss the grievance and make a good faith effort to resolve the grievance. The Committee shall

respond in writing to the Union and the grievant within five (5) 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 Committee's written decision of the expiration of the five (5) day period of the Committee 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 select an arbitrator from a list of mutually agree-to arbitrators. If the parties are unable to agree on an arbitrator within ten (10) working days after such meeting, the parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. Either party shall have the right to reject an entire list of arbitrators. The arbitrator shall be selected from the list of seven (7) by alternate strikes by the Employer representative and the Union. The employer and the Union shall take turns as to the first strike. The person whose name remains on the list shall be the arbitrator, provided that either party before striking any names shall have the right to reject one (1) of the arbitrators on the list. The arbitrator shall be notified of his/her 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 Pekin, 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 or 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 witness.

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 by reasonable made, the arbitrator shall then proceed to determine the merits of the dispute. The arbitrator shall review and consider an employee's entire personnel file when reviewing the merits of a suspension, demotion or discharge case.

The expenses and fees of the arbitrator and the cost of the hearing room and other related costs determined by the arbitrator 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. If either party desires a verbatim record of the proceeding, it may cause such a record to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, that party shall pay for the cost of its copy.

Section 9 – Advanced Grievance Step Filing

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may be, by mutual agreement, filed at the appropriate advanced step where the action giving rise to the grievance was initiated.

Mutual agreement shall take place between the appropriate Union representative and the appropriate Employer representative at the step where it is desired to initiate the grievance.

Section 10 – Pertinent Witnesses and Information

The Union or Employer may request a production of specific documents, books, papers or witnesses reasonably available from the Employer or Union and substantially pertinent to the grievance under consideration. Such requests shall not be unreasonably denied.

If the request is unreasonably denied, the Union or Employer may seek lawful recourse to support their demand for compliance with their request.

ARTICLE XI

SENIORITY/LAYOFF/RECALL

Section 1 – Probation

All employees shall serve a probationary period of ~~twelve-eight~~ (128) months from the date of hire in the bargaining unit. [However, effective upon written notice to the](#)

employee and the Union, at any time during an employee's probationary period, the Employer may, in its sole discretion, extend the employee's probationary period for up to four (4) months to a maximum probationary period of twelve (12) months. During the probationary period, including any extension of said 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 or her most recent date of hire. Employees transferring from one department to another shall serve a probationary period of three (3) months from the date of hire in the new department.

Section 2 – Definition of Seniority

Seniority is defined as the employee's length of continuous full-time service with the Employer since the employee's last date of hire, or for part-time employees, their length of part-time service from their last date of hire. Departmental seniority is defined as the length of continuous full-time service in a specific department, or for part-time employees, their length of part-time service from their last date of hire. Departmental seniority will only be used for the purpose of vacation scheduling and assignment of overtime.

Section 3 – Loss of Seniority

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

- (1) quits;
- (2) is discharged for just cause, unless reversed by the grievance procedure;
- (3) 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;
- (4) is laid off for more than two (2) years or fails to report to work within five (5) working days after having been recalled from layoff;
- (5) fails to report for work at the termination of a leave of absence unless such failure is due to illness, injury or other unavoidable cause;

- (6) if an employee on a leave of absence for personal or health reasons accepts other employment without permission;
- (7) if he or she retires from County employment;

Section 4 – Seniority List

The Employer, upon written request of the Union, shall supply to the Union an updated seniority list for bargaining unit employees shall supply quarterly to the Union an updated seniority date for bargaining unit employees.

Section 5 – Layoffs

When the Employer determines that layoffs are necessary, employees shall be given fourteen (14) days written notice of such layoff and be laid off in the inverse order of seniority in their particular Department of Office and job classification.

Section 6 – Order of Layoffs

In applying the above procedures, the order of layoff shall be by classification in each department and shall proceed as follows: probationary part-time employees shall be laid off first, then non-probationary part-time employees, then probationary full-time employees, then non-probationary full-time employees, provided however, that seniority shall not prevail if the layoff causes the persons remaining unable to do the essential functions of the classification position for which the layoff occurred. In that case, a less senior employee may be retained over a more senior employee if the more senior employee cannot do the classification position job duties at the time of layoff.

Section 7 – Recalls

Employees shall retain recall rights for two (2) years in the same department/Office. If the Employer authorizes that a vacancy be filled, employees on layoff with recall rights who have held the classification previously shall first be recalled by seniority. If no one with recall rights to that job classification accepts the recall, then all others on layoff with recall rights, conditioned upon ability to perform the work available, shall then be recalled by seniority.

Employees who are eligible for recall shall be given ten (10) working 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 five (5) working days after receipt of the notice whether the employee will accept recall.

ARTICLE XII

FILLING OF VACANCIES

Section 1 – Definition of Permanent Vacancy

For the purpose of this Article a permanent vacancy is created:

- (a) When the Employer determines to increase the work force;
- (b) When any of the following personnel transactions take place and the Employer determines to replace the previous incumbent; voluntary quits, transfer, discharge retirement or death;
- (c) Vacancies filled by bargaining unit employees as a result of voluntary reduction in lieu of layoff, shall be considered permanent vacancies for the purpose of this Article.

Section 2 – Creating of a Permanent Vacancy

A permanent vacancy in full-time or part-time positions shall be created by action of the Office Holder in the case of elected officials and by action of the County Board in other cases acting upon the request of the Department Head as recommended by the Human Resources Committee of the County Board.

In the case of vacancies declared by an Office Holder, the Office Holder will notify the County Board of such vacancy, the pay step and salary assigned to the vacancy and the filling thereof. The vacancy may only be filled subject to available funds.

Improper assignment of the position to a particular classification shall be subject to resolution through the Labor-Management Committee or the grievance procedure.

Section 3 – Posting

- (a) Permanent vacancies of the Employers shall be posted for bid on Union bulletin boards for a period of ten (10) working days. Any bargaining unit employee may bid on a position.
- (b) The bid notice shall state the position classification, the shift, and permanent vacancies shall be filled by the application of the provisions of this Article and Article XI.

Section 4 – Order of Selection

Selection for filling of a permanent vacancy shall be from those applicants deemed qualified to perform the duties of the vacant position. If more than one applicant is considered qualified on a relatively equal basis, the following factors shall be considered qualified on a relatively equal basis, the following factors shall be considered in making the selection:

- (a) Employment in the Office or Department in which the vacancy exists;
- (b) Employment in another Office of Department of the County;
- (c) The seniority of any person in (a) or (b).

ARTICLE XIII

HOURS OF WORK/BREAKS/OVERTIME

Section 1 – Week Defined

The workweek consists of seven (7) consecutive days commencing at 12:01 A.M. on Sunday and ending at 12:00 Midnight on Saturday. A normal workweek for Unit B is five (5) consecutive days.

Section 2 – Pay Period

The biweekly straight time pay shall be determined by multiplying 75 hours for those employees working a seven and on-half (7 ½) hour day and 80 hours for those employees working an eight (8) hour day times the hourly rate. The new rates become effective on December 1st each year. A pay period is fourteen (14) days beginning 12:01 A.M. on Sunday.

Section 3 – Hours of Work

The normal workday shall consist of 7.5 or 8 consecutive hours and the normal workweek shall consist of five (5) consecutive workdays followed by two (2) consecutive days off. For employees other than in the Office of the Sheriff and Building Maintenance the starting time shall be no earlier than 7:00 A.M. and the quitting time no later than 5:00 P.M. Employees may flex their schedules on a daily basis with the permission of their supervisor so long as they complete their regular hours of work for each day. No employee will have his or her current schedule changed. Changes are subject to negotiation with the Union.

For employees in the Office of the Sheriff the normal workday shall consist of eight (8) consecutive hours and the normal workweek shall consist of five (5) consecutive days followed by two (2) consecutive days off. When permanent changes in shift of days off assignments are made, employees shall be entitled to exercise seniority to select their preferred shift/days off. During the months of December and June each year employees shall have an opportunity to exercise seniority for shift/days off assignments.

True time worked is defined as all time considered work time under the Fair Labor Standards Act. Daily attendance sheets shall be maintained in each office or Department accurately recording time worked by all employees.

Section 4 – Break Periods

A break or rest period of fifteen (15) minutes each ~~may will~~ be taken during the morning and during the afternoon of each shift, however, in the sole discretion of the Department Head based upon the current staffing and/or operating needs of the department on any particular day, the Department Head may deny an employee a fifteen (15) minute break or rest period and require the employee to continue working within the department. ~~but i~~In single employee offices, the work station may not be left without permission of the Department Head out of concern for the operating needs of the Office of Department. The Department Head shall relieve the employee when the Department Head is present and available in the Office.

Section 5 – Lunch Periods

Except in the Office of the Sheriff lunchtime shall be a minimum of one-half (1/2) hour and a maximum of one (1) hour unpaid to be taken as scheduled by the Department Head or Employer, consistent with past practice. Employees in the Office of the Sheriff who are scheduled on a 24/7 shift schedule shall have a one-half (1/2) hour paid lunch approximately mid-point through their shift.

Section 6 – Overtime Defined

Overtime is defined as all work in excess of forty (40) hours per week and eight (8) hours per day for the employees in this bargaining unit.

Section 7 – Overtime Procedure

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 having the least number of overtime hours being given first opportunity. If all employees in an equalizing group are offered overtime and refuse, the prior to forcing an employee to work such assignment, the Employer may assign such overtime to an employee, or employees not in the equalizing group who volunteered for such assignment, provided they are qualified and capable of performing the work.

If all employees available to work the overtime hours decline the opportunity, the Employer shall assign the overtime in reverse seniority order to the least senior employee who has not been 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 Union, upon request, shall have access to the list of the overtime hours worked, the employees offered overtime, the employees directed to work overtime, the employees who worked overtime and the number of hours each employee worked.

During periods of County, local, State or national elections, the County Clerk shall have the authority to assign mandatory overtime by seniority to employees in the Election Division of the County Clerk's Office on an equalized basis and no employee of the Election Division shall be allowed to refuse overtime assigned except in emergency situations. For County Clerk employees outside of the Election Division wanting to work overtime during periods of an election, the Union will provide a list of said employees to the County Clerk four (4) weeks prior to any election, and those employees on the list will be assigned mandatory overtime by rolling seniority parallel with the employees in the Election Division. No employee whose name appears on the list provided by the Union to the County Clerk shall be allowed to refuse overtime assigned except in emergency situations. If the Union does not provide a list to the County Clerk of employees outside of the Election Division wanting to work overtime, or if the list provided by the Union does not provide enough employees to cover the needed overtime hours, then the County Clerk will assign the overtime hours remaining to be filled to part-time employees.

Section 8 – Compensatory Time

Employees in the bargaining unit who work more than thirty-seven and one-half (37 ½) hours but less than forty (40) hours per week shall earn compensatory time or cash at the rate of one (1) hour for each hour worked at the discretion of the Department Head or Office Holder. After forty (40) hours comp time or payment in cash shall be at the employee's discretion. Compensatory time off shall be granted by the Employer within the fiscal year the compensatory time was earned upon request by the employee consistent with the operating needs of the Employer. If such compensatory time is not granted or taken during the fiscal year it was earned, it shall be liquidated in cash before the end of the fiscal year in which earned. No employee may accumulate more than (40) hours compensatory time.

Section 9 – On-Call

Employees of the bargaining unit in the Animal Control Office, [the Elections Division of the County Clerk's Office](#), and [the Building and Grounds Maintenance](#)

Department are subject to being on-call, that is, waiting to be engaged under Fair Labor Standards Act requirements. They are provided radios and cell phones, and shall remain available by such communications when on call but are not required to remain at home. Further, they are to report to work only when they receive notice to do so from the Tazewell/Pekin Consolidated Communications Center.

Employees of the bargaining unit who are called out from their residence to come back to work shall be compensated at the appropriate rate subject to a two (2) hour minimum. If the call out is while an employee is already out, it shall be paid at the appropriate rate for the time worked.

ARTICLE XIV

VACATIONS

Section 1- Vacation Leave

Employees shall be entitled to the following vacation leave. Vacation is accrued and earned according to the following schedule:

- (a) Ten (10) working days after one year of service. Vacation is accrued at the rate of either 2.885 hours per pay period for employees working a 37 ½ hour week and 3.09 hours per pay period for employees working a 40 hour week. An employee may take one (1) of these two (2) weeks after the completion of six (6) months of service. Employees who resign or are terminated shall receive compensation for all accrued, unpaid vacation.
- (b) Fifteen (15) working days after six (6) years of service. Beginning the first day of the sixth year of service, vacation is accrued at the rate of 4.327 hours per pay period for employees working a 37 ½ hour workweek and 4.620 hours per pay period for employees working a 40 hour workweek.
- (c) Twenty (20) working days after eleven (11) years of service. Beginning the first day of their eleventh year of service, vacation is accrued at the rate of 5.769 hours per pay period for employees working a 37 ½ hour workweek and 6.154 hours per pay period for employees working a 40 hour week.
- (d) Effective December 1, 2014, those employees who are receiving twenty-five (25) working days after nineteen (19) years of service will receive only twenty (20) working days of vacation and in addition, shall receive an

hourly amount equal to one weeks pay based on the FY 2015 rate added to their base rate in perpetuity.

Section 2 – Vacation Pay

All vacation leave will be paid at the regular daily rate. Vacation accruals only apply to regular hours worked and not overtime hours.

Section 3 – Working During Vacation

No employee will be allowed to continue working for the Employer and receive pay for it during his vacation. The allowable vacation leave must be taken by the employee in the year it is credited subject to the operating needs of the Employer. If the Employer is unable to schedule the employee for vacation, the vacation leave may be accumulated for a period of twelve (12) months to a maximum of ten (10) days. This paragraph shall not prohibit an employee from utilizing any approved leave time to work as an election judge pursuant to the Illinois Election Code (10 ILCS 5/13-2.5). Any employee who wishes to use any leave time shall be required to give the Employer ten (10) days written notices of their intent to utilize leave time.

Section 4 – Vacation Requests

Vacations may be scheduled (after eligibility requirements are met) with the approval of elected official or Department Head in increments of no less than fifteen (15) minutes. Except for an occasional day or part of a day which is taken as vacation leave, all employees must submit, in writing, to the elected official or Department Head, as the case may be, a schedule of desired vacation at least two (2) weeks in advance of the start of such vacation. At least one (1) day's notice shall be given for vacation leave of one (1) day or less. The employee shall be given notice of approval within five (5) working days of their request. The elected official or Department Head, as the case may be, shall have the right to alter any schedule if it is deemed to be in the best interest of the Department or office to do so. Only exempt Supervisors and/or Department Heads or Elected Officials shall approve or deny time off requests. If the employer fails to notify the employee within five (5) business days of their decision to

grant or deny the vacation request, the employee shall consider the request granted, provided they have followed the department rules and policy regarding requests.

Any employee desiring priority in scheduling of vacation shall submit their desired vacation schedule between December 1st and December 31st of the year prior to the vacation request. Conflicts in scheduling shall be resolved by seniority. No employee shall have priority in scheduling for more than ten (10) days vacation regardless of seniority.

Notwithstanding the above provisions regarding the scheduling and use of vacation, employees in the Treasurer's Office are required to and must schedule and take at least five (5) consecutive days of vacation leave each year. Employees in the Treasurer's Office may schedule (subject to eligibility requirements) any remaining vacation after the five (5) consecutive days in increments of no less than fifteen (15) minutes with the approval of the Treasurer.

Employees will be allowed to carry over ten (10) total vacation days to the next year. Any hours in excess of the permitted carryover may be cashed in by the employee up to one week.

Employees who terminate their employment with the County will receive the amount of earned and accrued vacation on their final paycheck.

ARTICLE XV

HOLIDAYS

Section 1 – Paid Holidays

Except in cases of emergency, all employees (full-time and regularly scheduled part-time) shall be entitled to the following paid holidays to be celebrated as set annually by the County Board:

Christmas Eve Day	Independence Day
Christmas Day	Labor Day
New Year's Day	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Day After Thanksgiving
Memorial Day	

Section 2 – Alternate Days

When any of the above holidays fall on Saturday, the preceding Friday will be the day off and full pay will be paid for that day. When any of the above holidays fall on Sunday, the following Monday will be the day off and full pay will be paid for that day. For the purpose of the Sheriff's Department Jail Clerks, they will recognize the actual Holiday to receive Holiday Pay.

Section 3 – Eligibility

In order to receive holiday pay, an employee must work the day before and the day after the holiday unless such employee is absent from work with the approval of the elected official or Department Head, as the case may be. The employer may require employee to verify absence due to sickness by providing a written statement from a physician verifying the employee has seen the physician and was unable to work.

Section 4 – Holiday During Vacation

When a County designated Holiday falls during an employee's schedule vacation, the employee shall be charged with the Holiday time and retain the vacation time for said Holiday(s).

Section 5 – Time Worked on a Holiday

Any employee required to work on any Holiday listed in Section 1 shall be paid at a rate of double time the regular hourly rate for all hours worked in addition to their Holiday pay.

ARTICLE XVI

SICK LEAVE

Section 1 – Purpose

Sick leave is defined as the absence of an employee due to illness, disability, or injury of the employee; or illness, disability, or injury of an employee's spouse, mother,

father, children, domestic partner, or sibling if the sibling resides in the employee's household. Sick days are provided only in order to furnish employees with help to weather the hardships of prolonged illnesses for themselves or an immediate family member as defined above. Sick days may not be transferred from one employee to another. Accrued sick days will be paid starting with the first day of illness.

Section 2 – Accumulation

- (a) Bargaining unit employees will accrue sick days at the rate of one (1) day per month. The employer reserves the right to credit accrued sick leave more frequently, either each pay period or in a smaller number of pay periods, but in any case, no less than once each month. Sick leave shall be taken in not less than one-half (1/2) hour increments.
- (b) Effective December 1, 2004 sick leave may be accumulated to a maximum of two hundred forty (240) working days.
- (c) Upon retirement, an employee may apply all accrued unused sick leave toward retirement in accordance with the Illinois Municipal Retirement Fund, 40 ILCS 5/7-101 et seq.

Section 3 – 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 when requested to do so by the Elected Official or appointed Department Head.

Section 4 – 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. Upon reasonable suspicion of abuse the Employer may require a doctor's certification to verify the absence. Continued "abuse" of sick leave shall subject the employee to disciplinary action pursuant to the terms of this Agreement.

Section 5 – Pregnancy

For the purpose of this Article, pregnancy of the employee shall be treated as any other illness.

ARTIVLE XVII **LEAVES OF ABSENCE**

Section 1 – Personal Leaves

Personal leave may be used by the employee 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 Elected Official or Department Head, as the case may be, 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, or other leaves of absence, receive remuneration or to seek employment elsewhere.

Any newly hired employee who fails to complete his/her probationary period will be responsible for reimbursing the Employer for any personal leave time taken which shall be deducted from their “final compensation” as defined by Illinois Statue.

All full-time employees shall be credited with three (3) personal days December 1st of each fiscal year, with the exception of new hires who will receive prorated days based on hiring date. New employees hired between December 1st and March 31st shall receive 3 days; hired between April 1st and July 31st shall receive 2 days; hired after August 1st shall receive 1 day.

Section 2 – Leave to Attend a Funeral

If a death occurs in the immediate family of an employee, three (3) days funeral leave will be allowed said employee at full pay. Such days will not be charged to vacation, sick leave, or personal days. ~~Leaves to attend a funeral or an alternative to a funeral shall be as provided under the Tazewell County Personnel Policy.~~

For purposes of this Section, “immediate family” is defined as the spouse, son (including step-son), daughter (including step-daughter), brother, sister, mother (including step mother), father (including step father), mother-in-law (including step), father-in-law (including step), daughter-in-law, son-in-law, grandparents (including step) and grandchildren (including step) of the employee.

In the event there is a death to a family member of an employee other than “immediate family” as defined above, the employee may be permitted to use comp-time or vacation days to attend the funeral if, in the judgment of the Department Head doing so will not negatively impact the staffing or operating needs of the employee’s department.

If the deceased member of the immediate family as defined above resides out of state, the employee may be allowed to use comp-time or vacation days to take additional time off beyond the three (3) days of funeral leave, subject to the approval of the Department Head based on the staffing or operating needs of the department, which approval may not be unreasonably denied.

The Department Head may request documentation from the employee as to the death and relationship to the employee if abuse of funeral leave is suspected.

Section 3 – Prohibition Against Misuse of Leaves

Any leaves granted pursuant to the terms of this Agreement, regardless of with or without pay, under Article XVI, shall not be used for the purpose of securing other employment. An employee during such leave may not be gainfully employed or independently self-employed without prior approval by the Employer. Violation of the provisions contained within this Agreement may subject the employee to immediate discharge and loss of all benefits and rights accrued pursuant to the terms of this Agreement. Any such discharge may be grieved under the provisions of this Agreement.

Section 4 – Family Medical Leave Act

The Employer agrees to comply with the terms and conditions of the Family Medical Leave Act as it applies to the employees of this bargaining unit.

ARTICLE XVIII
UNPAID LEAVES OF ABSENCE

Section 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 an Elected Official or the County Board Chairman, as the case may be, who must immediately notify the Director of Administrative Services and the Payroll Department. Leaves shall not be unreasonably denied and may be granted with the following understanding between the Employer and the employees:

- (a) Whether the position is held open is a determination to be made by the elected official or County Board Chairman, as the case may be. In cases where the position is held open, the position may be filled with a temporary employee. In cases where the position is not held open, employees on leave wishing to return will be considered for the first position open of like pay and classification.
- (b) During a leave of absence, other than annual military reserve leave, an employee does not accrue credit for benefits. Both evaluation dates and benefit dates are adjusted to reflect the time off during the leave of absence.

Section 2 – Health Leave

A health leave may be granted by the elected official or County Board Chairman, as the case may be, to employees with six (6) months of service or more. The employee must present a written statement from a licensed physician to the elected official or County Board Chairman, as the case may be, stating the need for such a leave. The length of the leave will be determined by the elected official or County Board Chairman, as the case may be, 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 3 – Education Leave

An educational leave may be granted by the Elected Official or County Board Chairman, as the case may be, 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.

Section 4 – Active Call to the Armed Services

A leave of absence shall be granted by the elected official or County Board Chairman, as the case may be, 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/she returns within ninety (90) days of discharge.

Section 5 – Personal Reasons

A leave of absence may be granted by the Elected Official or County Board Chairman, as the case may be, to employees who have six (6) months of service for personal reasons, serious in nature (i.e. illness in family, marital problem, etc.). The length of the leave will not exceed six (6) months but may be extended an additional six (6) months in discretion of the Employer for just cause.

Section 6 – Worker's Compensation

A leave of absence conforming to applicable state regulations shall be granted by the Elected Official or County Board Chairman, as the case may be, to employees who have been injured while performing their work assignment for the County subject to the provisions of Article XI, Section 3. Employees shall continue to accrue seniority and the County will pay the premium for the employee only for employee health, life and dental insurance while on such leave.

ARTICLE XIX

WAGES

Section 1- Wage Increases

Effective December 1, ~~2017~~2021, employees shall receive a 25.0% general wage increase to their hourly rate.

Effective December 1, 2022, employees shall receive a 3.5% general wage increase to their hourly rate. If the employee's hourly rate following the 3.5% general wage increase is less than the minimum hourly rate for the employee's Grade as set forth on the 2022 Korn Ferry Adjusted Salary Scale (attached as Appendix A-1 to this Agreement), then the employee's hourly rate will be further increased to the "Minimum Rate" determined after applying the 2022 Korn Ferry Longevity Table (Attached as Appendix A-2 to this Agreement) based on the employee's years of service and Grade, provided however that the maximum salary increase received by any employee for 2022 shall be capped at and shall not exceed Five Thousand Dollars (\$5,000.00). Finally, any employee whose hourly rate, after the 3.5% general wage increase and the application of the 2022 Korn Ferry Longevity Table, is less than the minimum hourly rate for the employee's Grade as set forth on the 2022 Korn Ferry Adjusted Salary Scale (Appendix A-1), the employees hourly rate shall be further increased to the minimum hourly rate reflected on the 2022 Korn Ferry Adjusted Salary Scale (Appendix A-1) for the employee's Grade.

Effective December 1, 2023, employees shall receive a 2.0% general wage increase to their hourly rate, and shall further be eligible for an additional 1.5% satisfactory employee wage increase set forth in Section 2 of this Article XIX below. After the 2.0% general wage increase and the 1.5% satisfactory employee wage increase, if any, if an employee's hourly rate is below the minimum hourly rate for the employee's Grade as set forth on the 2023 Korn Ferry Adjusted Salary Scale (attached to this Agreement as Appendix A-3), then the employee's hourly rate shall be further increased to the minimum hourly rate reflected on the 2023 Korn Ferry Adjusted Salary Scale (attached to this Agreement as Appendix A-3) for the employee's Grade.

It is agreed that all employees on the payroll as of the date of ratification by bargaining unit, [who were also on the payroll on December 1, 2021](#), shall be eligible for and receive a retroactivity pay check for all hours paid since December 1, [20172021](#).

Section 2 – Satisfactory Employee Increases

Effective December 1, [20172023](#), employees who are deemed satisfactory shall receive a [41.5%](#) satisfactory employee increase to their hourly rate.

It is the authority of an employee's department head to determine whether or not the employee shall be deemed satisfactory as defined under this provision. An employee shall be deemed satisfactory, for the purposes of this provision, so long as they are not deemed unsatisfactory. An employee may be considered unsatisfactory if they have received a written reprimand or greater discipline with six (6) months.

Section 3 – New Hire Wage Rates

When hiring new employees, the Employer shall be allowed at their discretion to place the employee according to their experience up to that Step designated as the "midpoint" in the employee's assigned grade.

Section 4 – Changes in Classification

When promoting an employee to a newer vacant position, the employee shall be assigned to the beginning of the Grade or receive a 6% increase in their hourly rate, whichever is greater. When an employee is transferred to a position in a lower Grade voluntarily, the employee will receive a 7% decrease in their hourly wage. When an employee is transferred to a position in a lower Grade involuntarily, the employee will receive a 5% decrease in their hourly wage.

Section 5 – Appeals

If an employee's duties change in their position and a request is made to review their grade then an employee may appeal the decision [of the Position Evaluation Committee to the Employer](#). Appeals cannot be made from reclassifications of a job made unilaterally by the Employer. If an employee chooses to appeal a reclassification

it must be done within ten (10) days of being notified of the change. Within ten (10) days thereafter the ~~Position Evaluation Committee~~Employer will respond to the employee. If the employee is unhappy with the response of the ~~Evaluation Committee~~Employer then within ten (10) days after receiving the ~~Evaluation Committee's~~Employer's decision the employee may appeal to ~~the consultant~~an arbitrator, who shall review the ~~Committee's~~Employer's decision to determine whether it was against the manifest weight of the evidence. The ~~consultant's~~arbitrator's decision will be final and binding. The costs of the ~~consultant~~arbitrator in this appeal shall be shared equally by the parties.

ARTICLE XX

MILEAGE ALLOWANCE

If an employee is required to use his/her personal vehicle for work, he/she will receive a mileage allowance allowable by the Internal Revenue Service.

ARTICLE XXI

OTHER PAY PROVISIONS

Section 1 – Standby Pay (Night Premium Pay) ~~Animal Control Only~~

(a) Bargaining unit employees in the Animal Control Office, the Elections Division of the County Clerk's Office, and in the Building and Grounds Maintenance Department shall be paid standby pay of ~~\$20.00~~\$30.00 per day for hours spent on call and standby plus all hours actually worked at the appropriate rate.

Current hours now being worked on call and standby are 4:00 P.M. to 8:00 A.M.

Monday through Friday.

(b) Bargaining unit employees in the Animal Control Office, the Elections Division of the County Clerk's Office, and in the Building and Grounds Maintenance Department shall be paid on call and standby pay of ~~\$40.00~~\$50.00 per day for hours spent on call and standby for Saturday, Sunday and holidays plus all hours actually worked at the appropriate rate, as listed in Article XV.

- (1) The Kennel Cleaner shall receive \$45.00 per day for work done on Saturday, Sunday and holidays, as listed in Article XV.

Section 2 – Part-Time Employees

~~(a)~~—Part-time employees who (a) perform all of the same work as full-time employees and (b) work year around part-time, shall be paid one hundred 100% percent of the full-time pay scale based upon years of service.

~~(b)~~—~~On December 1, 2017, part time employees pay shall increase 2%.~~

Section 3 – Shift Differential

Employees, other than Jail Clerks, assigned to work second shift shall receive an additional thirty-three cents (\$.33) per hour added to their adjusted base pay. Employees assigned to work third shift will receive thirty-eight cents (\$.38) per hour added to their adjusted base pay.

Section 4 – Jail Clerks Shift Differential

Jail Clerks assigned to work second shift shall receive an additional fifty-cents (\$0.50) per hour added to their adjusted base pay, and Jail Clerks assigned to work third shift shall receive an additional sixty-cents (\$0.60) per hour added to their adjusted base pay.

Section 45 – Educational Incentive

During the term of this Agreement, any bargaining unit member who receives an Associate's Degree or a Bachelor's Degree, in any area of study of mutual benefit to the employee and the employer, from an accredited college or university shall be entitled to a one-time bonus of \$250.00 or \$500.00, respectively. No educational incentive bonus will be paid to an employee unless and until after the employee successfully completes any applicable probationary period referenced in Article XI of this Agreement.

ARTICLE XXII
LABOR-MANAGEMENT/SAFETY & HEALTH COMMITTEE

Section 1 – Labor Management Conferences

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Union representatives and responsible administrative representatives of the Employer. A written agenda must be provided no less than within five (5) working days of this scheduled date. It shall contain all matters that the submitting parties wish to discuss and shall specify the contract Article, Section and page number that is in consideration, if applicable. It shall further provide sufficient detail so as to enable the party receiving it to prepare for a meaningful examination of the subject. The parties anticipate that such meetings shall be about one (1) hour long, shall be held during the workday, and shall be attended by no more than three (3) members of the bargaining unit providing such conditions are met, no employee shall lose pay for attending the meeting nor shall any employee's benefit account be debited for the hour.

Section 2 – Integrity of Grievance Procedure

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

Section 3 – Safety Issues

Any report or recommendation which may be prepared by the Union or the Employer as a direct result of a labor/management conference discussion will be in writing and copies shall be submitted to the Employer and the Union.

Section 4 – Disabling Equipment Defects

The Employer recognizes its obligation to provide safe equipment and vehicles to the employees. No employee shall be required to use any equipment that the Employer and the Union mutually agree is defective because of a disabling condition. When an assigned department vehicle has a disabling defect as mutually agreed between the Union and the Employer or is in violation of the law, the employee may notify his supervisor, complete required reports and follow the supervisor's direction relative to requesting repair, replacement or the continued operation of said vehicle.

Section 5 – Union Rep Attendance

When absence from work is required to attend labor/management conferences, Union members shall, before leaving their work station, give reasonable notice to and receive approval from, their supervisor in order to remain in pay status. Supervisors shall approve the absence except in emergency situations. Union members attending such conferences shall be limited to three (3). Travel expenses associated with any labor-management conferences shall be the responsibility of the employee.

ARTICLE XXIII

INSURANCE

Section 1 – County Contributions

All full-time bargaining unit employees will be offered the County's group insurance program at the time of employment. If the employee elects and qualifies, then the current co-pay amount paid by the employee shall continue until such time as the premium costs reached \$350.00 for the employee. Should the employee elect dependent coverage, then they will pay the additional current co-pay on insurance premiums until such time as the premium for dependent coverage reaches \$275.00. Any premium increased that exceed \$350.00 for the employee and an additional \$275.00 for the dependent will be shared on a 50/50 basis by the employee and the

Employer. Employees will continue to pay 100% of the dependent dental coverage. Employee co-pay shall be through payroll deduction.

Section 2 – Life Insurance

The County will pay 100% of the monthly premium for employee's life insurance.

Section 3 – Enrollment and Eligibility

Open enrollment for the first year of this Agreement will be permitted thirty (30) days following the date this Agreement is signed at which time all employees will be eligible provided they give evidence of insurability. Only preexisting conditions may be excluded from coverage at the time of enrollment.

Section 4 – Insurance Committee

A. Cost Review: The County and this bargaining unit agree to participate in an insurance committee established county-wide to review ways to control or reduce insurance costs. The Insurance Committee may make recommendations to the County Board for changes in health care coverage that will reduce or minimize increases in health care premiums. One (1) representative from Unit A, Unit B, Corrections Unit, Control Room Operators Unit and Deputy's Unit, along with four (4) management and two (2) non-union representatives will be eligible to participate as committee members. Recommendations may be made with a two-thirds majority of those representatives identified by this Section. All changes are subject to approval of the County Board. Any savings generated by plan changes different than those that exist upon execution of this Agreement result in a decrease in premium costs shall be passed directly to the dependent premium increases in the first and second year of this Agreement and thereafter all reductions resulting from changes in health care coverage which result in a premium savings shall be passed along proportionately to the employee and dependent coverage premiums.

B. Benefit Denial Review: The Insurance Committee may also review disputed claims of employees prior to appealing to the Plan Administrator. The review shall be initiated and completed within the time limits prescribed for review under the

Health Insurance Plan and this Committee shall only have the authority and power to recommend to the Plan Administrator the disposition of any disputed claim under the Plan benefits. The Plan Administrator's decision shall be final and non-grievable notwithstanding any other provisions contained herein.

Section 5 – Retirement Program (IMRF)

The County will provide each bargaining unit employee as required by Statute a retirement program through the Illinois Municipal Retirement Fund for employees who work a minimum of one-thousand (1,000) hours per year. The cost of this plan is shared by the employee and the County.

ARTICLE XXIV **MISCELLANEOUS PROVISIONS**

Section 1 – Personnel Policies

To the extent that the Tazewell County Employees Personnel Policies Handbook or the work rules of the Sheriff's Office do not conflict with the provisions of this Agreement, such policies shall continue in full force and effect.

Section 2 – Uniform Allowance

The employees working over 24 hours per week within the bargaining unit for Animal Control, Maintenance, and Jail Clerk shall receive a taxable annual uniform allowance in the amount of ~~\$425.00~~. ~~Employees \$325.00~~ Employees working in the above departments working less than 24 hours per week shall receive a taxable annual uniform allowance in the amount of ~~\$160.00~~~~\$260.00~~. This uniform allowance will be paid after the beginning of each fiscal year.

In addition, the employees of the Animal Control and Maintenance departments shall be provided coveralls and a winter jacket. The employee shall be responsible for their cleaning and/or replacement. Rubber overshoe boots will be made available on site.

The cost of the safety boots supplied by the Employer to employees in the Maintenance department will be treated as part of the Uniform Allowance and thereby taxable to said employees. Maintenance employees will be allowed to take and keep their safety boots upon leaving employment with Tazewell County.

Section 3A – Telephone

Employees designated by the Employer may be required to make available to the Employer a telephone number of a person where they can be contacted in case of emergencies, working overtime or other job related reasons.

Section 3B – Dress

Employees shall report to work in a neat and orderly fashion. Uniforms shall not be required to be worn by employees during the term of this Agreement except by mutual agreement. The provision shall not apply to jail officers, wardens, bailiffs and maintenance personnel.

Section 3C – Driver's License

Employees shall obtain and maintain a driver's license appropriate for their related employment use.

Section 4 – Printing of Agreement

The Employer shall be responsible for the copying of necessary copies of this Agreement and shall provide the Union twenty (20) days opportunity to review the galley proof of the Agreement prior to copying. The cost of copying this Agreement shall be borne by the Employer. The Employer shall distribute one (1) copy to each bargaining unit employee covered by this Agreement, and shall also provide a copy to each new bargaining unit employee, regardless of Union membership or status, upon employment.

Section 5 – Parking

~~Employer shall assign Employees to park in designated lots based upon the department/building where the employee works, with open parking within said lots. Once assigned, Employees must park in the lots to which they are assigned. on payroll July 1, 2010 will be assigned a parking space according to current practice. New hires will be assigned a parking space as one becomes available. Employees who have an assigned space and repeatedly do not use it, instead parking on the street, may have their assigned space removed. The employee shall be provided written notice of the removal of the parking space.~~

Section 6 – Unauthorized Activity

It is understood and agreed that the Union shall have no financial liability for acts of its members or agents which are unauthorized and which the Union cannot control. It is agreed, however, that in the event of any such unauthorized action, the Union shall, upon receiving notice thereof, urge its members to return to work if there shall be a work stoppage, and just as soon as practical, address a letter to the company notifying the company that the action of the Union members or agents is unauthorized.

Section 7 – Jail Clerks PTO retention and Shift Differential

~~Jail Clerk employees shall retain all earned/accrued paid time-off (PTO) on a prorated basis when moving from a part-time employee to a full-time employee. Further, Jail Clerks assigned to work second shift shall receive an additional thirty five cents (\$.35) per hour added to their adjusted base pay, and Jail Clerks assigned to work third shift shall receive an additional forty cents (\$.40) per hour added to their adjusted base pay.~~

ARTICLE XXV

JOB DESCRIPTIONS

Job descriptions and any changes in job descriptions of bargaining unit employees shall be provided to the Union at the union's request. A master list of all

current job descriptions shall be maintained in the County Administrator's Office. The employer will provide to the Union a current list of the Hay Study Committee members.

ARTICLE XXVI
PAST PRACTICE

The Employer agrees that during the period of this Agreement, it shall not unilaterally change any past practices enjoyed by members of the bargaining unit.

When past practice conflicts with the express terms of this contract, the contract shall prevail.

ARTICLE XXVII
RECORDS AND FORMS

Section 1 – Attendance Records

The Employer shall maintain accurate, daily attendance records. An employee shall have the right to review his/her time and pay records on file with the Employer upon reasonable request.

Section 2 – Notification of Absence

An employee shall provide advance notice of absence from work unless prevented from doing so by emergency situations. Absence of an employee for three (3) consecutive work days without reporting to the Employer or the person designated by the Employer to receive such notification may be cause for discharge. The above provision shall not apply so long as the employee then notifies as soon as it is physically possible.

Section 3 – Records

All public records of the Employer shall be available for inspection upon written request by the Union, subject to Freedom of Information Act.

Section 4 – Undated Forms

No supervisor or other person in a position of authority shall demand or request an employee to sign an undated resignation or any blank form. No employee shall be required to sign such a form. Any such demand shall entitle the employee to immediately appeal to the County through the grievance procedure.

Section 5 – Incomplete Forms

All information placed on a form or any modification or alteration of existing information made on a form subsequent to it having been signed by an employee shall be null and void insofar as it may affect the employee, the employee's position or condition of employment. Any employee required to sign any form prepared pursuant to this Agreement shall be given a copy of it at the time the employee's signature is affixed.

ARTICE XXVIII

ENTIRE AGREEMENT/SAVINGS CLAUSE

Section 1 – Entire Agreement/Waiver

This Agreement constitutes the entire agreement between the parties and no verbal statements shall supersede any of its provisions. Any amendment supplemental hereto shall not be binding upon either part unless executed in writing by the parties hereto. The Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to:

- (1) Any subject matter or matter specifically referred to or covered in this Agreement; and
- (2) Subjects or matters that arose as a result of the parties' proposals during bargaining but which were not agreed to.

Section 2 – Savings Clause

If any Article or Section of this Agreement or any addenda thereto shall be held invalid by operation of law or by a tribunal of competent jurisdiction, or if any compliance

with or enforcement of any Article of Section should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall immediately negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE XXIX

TERM OF THE AGREEMENT

This Agreement shall be effective as of the 1st day of December ~~2017~~2021, and shall remain in full force and effect until the 30th day of November ~~2020~~2024. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ~~ninety-one-hundred and eighty-days (90180)~~ 90 days prior to the ~~anniversary date~~expiration date that it desires to modify or terminate this Agreement. In the event that such notice is given, the parties agree to commence negotiations ~~shall begin~~ not later than June 15, 2024, ~~later than sixty (60) days prior to the anniversary date~~; Notwithstanding any provision of this Agreement to the contrary, this Agreement shall remain in full force and be effective after the expiration date while during the period of negotiations are continuing 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 part desires to terminate this Agreement, written notice must be given to the other party not less than thirty (30) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

Limited Wage Reopener: ~~The parties agree to reopen only the wages provisions found at Article XIX, Sections 1 and 2, and Article XXI, Section 2, sixty (60) days prior to the second (2nd) and third (3rd) years of this Agreement on November 30, 2018 and November 30, 2019 respectively. Both parties shall have full economic recourse for said wage reopeners in the second (2nd) and third (3rd) years of this Collective Bargaining Agreement.~~

IN WITNESS WHEREOF, the parties hereto have set their hand this ____ day of _____, _____, in Pekin, Illinois, executing eight duplicate original copies.

FOR THE UNION:

BY:

Bargaining Unit Representative

Bargaining Unit Representative

COUNTY OF TAZEWELL

BY:

County Board Chairman

ATTEST:

County Clerk

Auditor

Coroner

Sheriff

Treasurer

Appendix A-1

2022 Korn Ferry Adjusted Salary Scale

12/1/2022

<u>Grade</u>	<u>Min</u>	<u>Mid</u>	<u>Max</u>
9	13.02	15.27	18.31
10	14.27	17.82	21.36
11	15.85	19.82	23.79
12	17.72	22.16	26.61
13	19.72	24.62	29.53
14	21.42	26.78	32.12

Appendix A-2

2022 Korn Ferry Longevity Table

From	To	Scale %
0	0	80.00%
1	1	81.50%
2	2	83.00%
3	3	84.50%
4	4	86.00%
5	5	87.50%
6	6	89.00%
7	7	90.50%
8	8	92.00%
9	9	93.50%
10	10	95.00%
11	11	96.50%
12	12	98.00%
13	13	99.50%
14	14	101.00%
15	20	103.00%
21	25	104.50%

Appendix A-3

2023 Korn Ferry Adjusted Salary Scale

12/1/2023

<u>Grade</u>	<u>Min</u>	<u>Mid</u>	<u>Max</u>
9	14.00	15.88	19.05
10	14.98	18.71	22.43
11	16.25	20.31	24.39
12	17.98	22.49	27.01
13	19.91	24.87	29.83
14	21.63	27.04	32.44



In-Place Human Resources Committee

Tammy Rich-Stimson, Chairman

James Carius Community Room

Monday, December 05, 2022

I. Roll Call

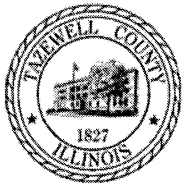
II. New Business

HR-22-22 A. Recommend to approve Collective Bargaining Agreement with Corrections Officers

HR-22-29 B. Recommend to approve the corrected Collective Bargaining Agreement with Teamsters for Administrative and Support Staff Employees Unit (formerly known as Unit B)

III. Recess

Members: Chairman Tammy Rich-Stimson, Mike Harris, Wayne Altpeter, Bill Atkins, Sam Goddard, Randi Krehbiel, Greg Longfellow, Greg Menold, Dave Mingus, Nancy Proehl, Max Schneider



Tazewell County Board Calendar of Meetings January 2023

DATES ONLY

New Years Holiday	Monday January 02	County Offices Closed
Zoning Board of Appeals	Wednesday, January 04 5:30pm – JCCR	
Land Use	Tuesday, January 10 5:00pm – Jury Room	
Insurance Review	Thursday, January 12 3:00pm – Jury Room	
Health Services	Thursday, January 12 5:30pm - TCHD	
Transportation	Tuesday, January 17 1:30pm - Tremont	
Property	Tuesday, January 17 3:30pm – JCCR	
Finance	Tuesday, January 17 following Property – JCCR	
Human Resources	Tuesday, January 17 following Finance – JCCR	
Risk Management	Wednesday, January 18 4:00pm – Jury Room	
Executive	Wednesday, January 18 following Risk Management	
Board of Health	Monday, January 23 6:30pm - TCHD	
County Board	Wednesday, January 25 6:00 pm – JCCR	All County Board Members