

**COLLECTIVE BARGAINING AGREEMENT**

**COPY**

**BETWEEN**

**COUNTY OF MACOUPIN/THE SHERIFF OF MACOUPIN COUNTY**

**AND**

**POLICEMEN'S BENEVOLENT LABOR COMMITTEE**

**REPRESENTING**

**UNIT A - ALL SHERIFF'S DEPUTIES, CORRECTIONS OFFICERS,  
TELECOMMUNICATORS, BAILIFFS, OFFICE CLERKS, DEPUTY  
CLERKS, JANITORS, COOKS, AND MAINTENANCE ENGINEER**

**AND**

**UNIT B - CAPTAIN, LIEUTENANT, SERGEANT AND  
TELECOMMUNICATIONS SERGEANT**

**9/1/08 - 8/31/12**

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## **Preamble**

This Agreement is entered into by the County Board of Macoupin County and Sheriff of Macoupin County, hereinafter referred to as the Employer, and the Policemen's Benevolent Labor Committee, representing Macoupin County Sheriff's Department PBLC employees, (Unit A and Unit B), hereinafter referred to as the Union, after engaging in collective bargaining pursuant to 5 ILCS 315 (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 Agreement**

### **Section 1. Agreement.**

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between the County Board and the Sheriff of Macoupin County, Illinois (hereinafter referred to as the "Employer" or "County") and the Policemen's Benevolent Labor Committee, representing Macoupin County Sheriff's Department PBLC employees Unit A and Unit B (hereinafter referred to as the "Union"), whereby it is understood and agreed as follows.

### **Section 2. Recognition.**

The Employer hereby recognizes the Union as the sole and exclusive bargaining representative for two separate bargaining units, Unit A and Unit B, as certified in Illinois Labor Relations Board Cases S-RC-08-136 and S-RC-08-138, both of which will utilize this Agreement as their collective bargaining agreement.

The bargaining units are composed of the following classifications:

Unit A: All Sheriff's deputies, corrections officers, telecommunicators, bailiffs, office clerks, deputy clerks, janitors, cooks and maintenance engineer.

Unit B: All full-time sworn peace officers in the ranks of Captain, Lieutenant, Sergeant, and Telecommunications Sergeant employed by the County of Macoupin and the Sheriff of Macoupin County.

## **Article II Management Rights**

Except as specifically limited, by the express provisions of the Agreement, the Sheriff retains all traditional rights to manage and direct the affairs of the Sheriff's Department in all the various aspects and to manage and direct employees, including but not limited to the following: to determine the mission of the department and to set standards of service offered to the public; to plan, direct, control and determine all operations and services of the department; to supervise and direct the working forces; to assign and transfer employees, and to employ employees; to schedule and assign work; to establish performance standards; to assign overtime; to determine the methods, means, organization and number of personnel by which such operations and services shall be provided or purchased to make, alter and enforce various rules, regulations, orders and policies, to evaluate employees; to discipline, suspend, demote and discharge employees for just cause; probationary employees without cause; to uniforms, or facilities, to hire employees and to promote employees; to layoff employees, when necessary; to determine and establish training requirements and qualifications and qualifications for positions with the department; and to establish, change, combine or abolish positions and the job duties of any position in accordance with operational requirements. The Sheriff expressly reserves the right under the agreement to exercise all management rights set forth in Section 4 of the Illinois Public Labor Relations Act. In addition, the Sheriff may establish all requirements, rules, policies, procedures concerning the probationary period for newly hired employees.

The Employer shall not be required to bargain over matters of inherent managerial policy, which shall include such areas of discretion or policy as the functions of the employer, standards of services, its overall budget, the organizational structure and selection of new employees, examination techniques and direction of employees. Employers, however shall be required to bargain collectively with regard to policy matters directly affecting wages, hours and terms and conditions of employment as well as the impact thereon upon request by employee representatives.

To preserve the rights of employers and exclusive representatives which have established collective bargaining relationships or negotiated collective bargaining agreements prior to the effective date of this Act, employers shall be required to bargain collectively with regard to any matter concerning wages, hours or conditions of employment about which they have bargained for and agreed to in a collective bargaining agreement prior to the effective date of this Act.

### **Article III Union Checkoff**

#### **Section 1. Dues Deduction.**

Upon receipt of a signed authorization from an employee in the form provided in Appendix "B" of this Agreement, the Employer shall deduct the amount of Union dues set forth in such form and any increase therein authorized specifically in writing, and shall remit such deductions monthly to the Policemen's Benevolent Labor Committee, 435 West Washington Street, Springfield, Illinois 62702-5006, in accordance with the laws of the State of Illinois.

The Union shall advise the Employer of any increases in dues in writing at least thirty (30) calendar days prior to its effective date.

### **Section 2. Fair Share.**

Employees covered by this agreement who are not members of the Union paying dues by voluntary payroll deduction shall be required to pay, in lieu of dues, their proportionate fair share of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages and hours and conditions of employment, in accordance with the applicable Labor Relations Act. The fair share payment, a pro-rata amount of Union dues as certified in writing by the Union, shall be deducted by the Employer from the earnings of the non-member employees and shall be remitted monthly to the Union at the address designated in writing to the Employer by the Union. The Union shall advise the Employer of any increase in fair share fees in writing at least fifteen (15) days prior to its effective date.

### **Section 3. Religious Exemption.**

Should any employee be unable to pay their contribution to the Union based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, such amount equal to their fair share shall be paid to a non-religious charitable organization mutually agreed upon by the employee affected and the Union. If the Union and the employee are unable to agree on the matter, such payments shall be made to a charitable organization from an approved list of charitable organizations. The employee will, on a monthly basis, furnish a written receipt to the Union that such payment has been made.

### **Section 4. Indemnification.**

The Union shall indemnify, defend and hold the Employer harmless against any claim, demand, suit, cost, expense, or any other form of liability, including attorney fees and costs arising from or incurred as a result of any act taken or not taken by the Employer, its officers, agents, employees, and representatives in complying with or carrying out the provisions of this article, or in reliance upon any notice, letter or authorization forwarded to the Employer by the Union pursuant to this article, including any charge that the Employer failed to discharge any duty owed to its employees arising out of the dues deduction procedure.

## **Article IV Union Rights**

### **Section 1. Union Representatives.**

The Union shall appoint a representative for each classification and shall, in addition, designate a chief representative and provide the names of such individuals to the Employer. Such

representatives and chief representative shall, after giving appropriate notice to their the Sheriff or his designee, be allowed reasonable time off with pay, during working hours, to process grievances or to attend negotiations, grievance meetings or other hearings or meeting called or agreed to by the Employer, if such employees are entitled to attend such meetings by virtue of being Union representatives or the chief representative, and if such attendance does not substantially interfere with the Employer's operations.

## **Section 2. Union Representative Duties.**

No local representative shall be laid off, discharged or otherwise disciplined for the responsible fulfillment of their duties and responsibilities as outlined in this agreement.

## **Article V Subcontracting**

### **Section 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, first. 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 any emergency.

### **Section 2. Notice and Discussion.**

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

## **Article VI Non-Discrimination**

### **Section 1. Prohibition Against Discrimination.**

Both the Employer and the Union agree to refrain from any acts of discrimination in violation of any state or federal law on the basis of race, sex, creed, religion, color, marital or parental status, age, national origin, political affiliation and/or beliefs, mental or physical handicap, or other non-merit factors.

### **Section 2. Union Membership or Activity.**

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

### **Section 3. Equal Employment/Affirmative Action.**

The parties recognize the Employer's and the Union's obligation to comply with federal and state employment and affirmative action laws, rules and regulations.

### **Section 4. Use of Masculine Pronoun.**

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

## **Article VII Work Stoppage**

### **Section 1. Statutory Provision.**

The parties acknowledge that this bargaining unit is a security employees' unit under 5 ILCS 315 (Illinois Public Labor Relations Act), and that the employees of this bargaining unit are prohibited by law from striking.

### **Section 2. 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. The Employer shall not lock out any employees in the bargaining, unit during the term of this agreement.

### **Section 3. Union Action.**

Upon notification by the Employer to the Union or its agents that certain of its members are engaged in activity that is in violation of Article VII, Section 1 of this agreement, the Union shall immediately order such members, in writing, to return to work.

The Union will also provide the Employer with a copy of such order and a responsible official of the Union shall publicly order such workers to return to work. In the event that a strike or other violation not authorized by the Union occurs, the Union agrees to take all reasonable, effective and affirmative action to assure the members return to work as promptly as possible.

#### **Section 4. 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 compensation, vacation benefits 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 inspect his or her personnel file twice per calendar year. Such inspection shall occur within two (2) working days following receipt of the employee's written request. The employee shall not be permitted to remove any part of the personnel file from the premises, but may obtain a copy of any information contained in the file upon payment of a fee for the cost of copying.

#### **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 any 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 IX Discipline and Discharge**

#### **Section 1. Discipline.**

Employer agrees with the tenets of corrective and progressive discipline. Disciplinary action shall include only the following:

- (a) Oral warning
- (b) Written warning
- (c) Suspension with or without pay

- (d) Demotion
- (e) Discharge

**Section 2. Just Cause.**

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

**Section 3. Limitation.**

The requirement to use progressive disciplinary action does not prohibit Employer from using severe measure, including discharge, when the offense indicates that a substantial shortcoming or action of an employee rendered the continuation of employment of employee in some way detrimental to Employer.

Such disciplinary actions shall include, but are not limited to:

Possession of a controlled substance or alcohol;

Intentional destruction or theft of county property;

Fighting on the job;

Appearance for work under the influence of drugs or alcohol or other substance that may impair an employee's ability to perform all of the duties required.

Insubordination (refusal to carry out a lawful order)

Sleeping on the job

Both the employee and the Union shall be notified of disciplinary action. Such notification shall be in writing and reflect the specific nature of the offense.

**Section 4. Use of Prior Warnings.**

Any written warnings or suspensions shall not be considered in imposing a disciplinary penalty for a current offense when more than six (6) months have elapsed from the written warning or suspension, provided however, that an arbitrator or judge review the merits of a discharge case shall review the employee's entire personnel file.

**Section 5. Written Notice.**

Both the employee and the Union shall be notified of disciplinary action. Such notification shall be in writing and reflect the specific nature of the offense and directions to the employee for future behavior. Employees shall receive notice within five (5) days after meeting with the Employer.

## **Article X Dispute Resolution and Grievance Procedure**

### **Section 1. Definition of a Grievance.**

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

### **Section 2. Representation.**

Grievances may 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. Either party may have the grievant or one (1) 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.

Grievances may be filed on behalf of two (2) or more employees only if the same facts, issues and requested remedy apply to all employees in the group.

### **Section 3. Subject Matter.**

Only one (1) subject matter shall be covered in any one (1) 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, the signature of the grieving employees, and the date.

### **Section 4. Time Limitations.**

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

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. Time limits may be extended by mutual agreement.

## **Section 5. Investigation.**

With forty-eight (48) hours notice, the representatives shall be permitted reasonable time at the beginning and end of the workday to investigate established grievances on the Employer's property without loss of pay.

## **Section 6. Grievance Meetings.**

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

## **Section 7. Steps in grievance procedure.**

Disputes arising under this agreement shall be resolved as follows:

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 immediate supervisor. The employee shall make his complaint to his immediate supervisor. The supervisor will notify the employee of the decision within five (5) 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 first complete his assigned work task and complain later.

Step 1. The Union shall prepare a written grievance on a form mutually agreed to, and presented to the Sheriff no later than ten (10) working days (excluding Saturdays, Sundays, and holidays) after the occurrence that gave rise to the grievance. Within five (5) working days after the grievance has been submitted to the sheriff, the sheriff shall meet with the grievant and the Union representative to discuss the grievance and make a good faith attempt to resolve the grievance. The sheriff shall respond in writing to the grievant and the local representative within five (5) working days (excluding Saturdays, Sundays, and holidays) following the meeting. If the resolution of the grievance requires the expenditure of money beyond the available budget funds or is in excess of five hundred dollars (\$500), the grievance shall be referred to Step 2. Grievances otherwise denied by the Sheriff may also be advanced to Step 2.

Step 2. If the grievance is not settled at Step 1, the grievance will be referred, in writing, to the County Board within five (5) working days (excluding Saturdays, Sundays, and holidays) after

the decision of the sheriff. Within thirty (30) working days after the grievance has been filed with the Board, the Board shall meet with the Union and the grievant to discuss the grievance and make a good faith effort to resolve the grievance. If the Board fails to respond in writing to the grievant and the Union within five (5) working days (excluding Saturdays, Sundays, and holidays) following the meeting, the grievance will be referred to Step 3.

Step 3. If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration within ten (10) working days after receipt of the County's answer in Step 2. The parties, by mutual agreement in writing, may submit more than one (1) grievance to the same arbitrator. The parties shall attempt to agree upon an arbitrator within ten (10) calendar days after receipt of notice of referral. 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 place for the hearing, subject to the availability of the Employer and the Union representatives, and shall be held in the City of Carlinville, 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.

In the event the parties are unable to agree upon an arbitrator within said ten (10) day period, the parties shall immediately request the Illinois Labor Relations Board to submit a panel of seven (7) arbitrators. Either party may reject one entire panel of arbitrators. From an acceptable panel, the arbitrator shall be selected by the alternate striking of names. The party demanding arbitration shall strike the first name, after which the other party shall strike a name. After six (6) names are stricken by this procedure, the remaining person shall be the arbitrator. The arbitrator shall be notified of his selection requesting that a date and time for the hearing, subject to the availability of the County and the Union representatives, be set. All arbitration hearings shall be held in Carlinville, Illinois.

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 expenses and fees of the arbitrator 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, nullify, ignore, add to, or subtract from, the provisions of this agreement.

## Article XI Seniority/Layoffs/Recalls

### Section 1. Probation.

(A) Sworn deputies shall serve a probationary period of six (6) months, provided he or she has successfully completed police officer's training, commonly referred to as PTI. In the

event he or she has not successfully completed PTI within the aforementioned six (6) month period, his or her probationary period shall continue until successful completion of PTI.

- (B) Correctional officers shall serve a probationary period of six (6) months, provided he or she has successfully completed, within a six (6) month period, all required training for correctional officers. In the event a probationary correctional officer has not successfully completed all required correctional officer's training within six (6) months from the date of his initial employment, his or her probationary period will continue until he successfully completes all correctional training.
- (C) Telecommunicators shall serve a probationary period of six (6) months provided he or she has successfully completed, within a six (6) month period, all required training for telecommunicators. In the event a probationary telecommunicator has not successfully completed all required correctional telecommunicator training within six (6) months from the date of his initial employment, his or her probationary period will continue until he successfully completes all telecommunicator training.
- (D) Crime analysis and clerks shall serve a probationary period of six (6) months.
- (E) Cooks shall serve a probationary period of six (6) months.
- (F) Bailiffs/court security officer shall serve a probationary period of six (6) months.
- (G) Maintenance engineers and janitors shall serve a probationary period of six (6) months.
- (H) 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.
- (I) Probationary employees will be entitled to eight (8) hours of sick leave per month, but cannot start accumulating sick time until after completion of probationary period.

## **Section 2. Definitions of Classifications and Seniority.**

The County of Macoupin/Macoupin County Sheriff and the Policemen's Benevolent Labor Committee, representing the Macoupin County Sheriff's Department Policemen's Benevolent Labor Committee members of two bargaining units, as described here:

Unit A: Road Deputies, Court Security Officers, Correctional Officers, Telecommunicators, Bailiffs, Deputy Clerk, Office Clerk, Janitors, Cooks, Crime Analysts, Maintenance Engineer.

Unit B: Deputy Sergeants, Lieutenants, Captains, Corrections Sergeants and Telecommunications Sergeant.

The parties agree to amend their collective bargaining agreements to clarify the issues of seniority, bidding, promotions, transfers, and special assignment positions:

### **I. Definitions of Types of Seniority**

The following types of seniority are applicable to both bargaining units (except d, which applies only to Command Officers).

- a. County employment seniority: The length of continuous service an employee has been employed full time in any department of Macoupin County.
- b. Department seniority: The length of full-time service an employee has held any position(s), in or out of the PBLC bargaining units, within the Macoupin County Sheriff's Department.
- c. Classification seniority: The length of full-time service an employee has held any of the Policemen's Benevolent Labor Committee bargaining unit general classifications within the Macoupin County Sheriff's Department. General classification seniority applies to both bargaining units regardless of rank held.
- d. Rank seniority: The length of time an employee has held a given rank, such as Sergeant, Lieutenant and Captain. When two employees hold the same rank (such as sergeant), the employee who has held the rank longest will have preference when seniority in rank is an issue.

## **II. Definitions of Types of General Classifications and Positions within those General Classifications**

- a. General Classification: The two bargaining units of the Policemen's Benevolent Labor Committee Macoupin County Sheriff's Department are composed of the following general classifications: Road Deputy, Correctional Officer, Telecommunicator, Bailiff, Clerk, Janitor, Maintenance Engineer, and Cook. Positions (including ranking or command positions such as Sergeant, Lieutenant, Captain, etc.) within a general classifications may include but are not limited to the following:

Road Deputy classification includes full time sworn Sheriff's Deputies who hold the following positions, appointments, or ranks: Road Deputies, DARE officer, Investigators, School Resource Officer, Task Force Investigator, K-9 Officer, Sergeants, Lieutenants, Captains, or any other rank below Chief Deputy. It may also include other positions which as of this time have not been created.

Corrections Officer classification includes full time corrections officers, Sergeants, or any other rank below Jail Superintendent. It may also include other positions which as of this time have not been created.

Telecommunicator classification includes full time telecommunicators, telecommunications sergeant and LEADS Coordinator. The telecommunicator classification may also include other positions which as of this time have not been created.

Bailiff classification includes full time bailiffs and court security officers. The bailiff classification may also include other positions which as of this time have not been created.

Clerk classification includes full time office clerks, deputy clerks, secretaries, and crime analysts. The clerk classification may also include other positions which as of this time have not been created.

Janitors classification includes full time janitors. The janitor classification may also include other positions which as of this time have not been created.

Maintenance engineer classification includes full time maintenance engineers. The maintenance engineers classification may also include other positions which as of this time have not been created.

Cook classification includes full time forty hour cooks and thirty hour cooks. The cook classification may also include other positions which as of this time have not been created.

### **III. Special Assignment and Rank Positions**

- a. Certain positions of special assignment within the Sheriff's Department general classifications have been filled by appointment of the Sheriff. Existing appointed special assignment positions include the Investigators, DARE officer, Maintenance Engineer, Task Force, School Resource Officer, K-9 Officer, and Crime Analysts. Other special assignment positions which do not exist now may be created from time to time. Time spent in a special assignment counts toward an employee's general classification seniority.
- b. A special assignment position which is vacate by the employee holding that position, or a new special assignment position, shall be filled in accordance with Article XI, Section 3. Any special assignment position vacancy which is within the bargaining units must be first offered by bid, to bargaining unit employees before a new employee is hired for the position.
- c. An employee who vacates a special assignment position (for reason other than discharge) may return to his/her regular general classification position by bidding a shift assignment by general classification seniority. Employees "bumped" by this process may bid their new shift by general classification seniority.

### **IV. Appointments to Ranking Positions**

The following conditions apply to filling prospective ranking positions in all general classifications:

- a. Promotion to sergeant requires at least two years of service in a non-ranking position in the same general classification as the promotion position.
- b. Any promotion to a higher rank within the bargaining units must be progressive from a lower rank (i.e.: in order to be promoted to a lieutenant position, employee must first hold a sergeant position). The exceptions to this are the Chief Deputy and Jail Superintendent positions, which may be filled by appointment from within the bargaining unit without regard to rank or seniority or from outside the bargaining units.
- c. Demotion from a ranking position within the bargaining units may only occur if there is just cause for the demotion. An employee demoted for just cause will be entitled to return to the next lower rank, or in the event of more serious discipline, may be demoted to a non-ranking position.

#### **V. Chief Deputy and Jail Superintendent Promotions Out of Bargaining Unit:**

A bargaining unit employee who is promoted from out of the bargaining units to the position of Chief Deputy of Jail Superintendent, and who later returns to the bargaining units for reasons other than termination, shall have his seniority rights impacted in the following manner:

- a. Classification seniority shall cease to accumulate for the period during which any employee holds the Chief Deputy position. Classification seniority which has accumulated prior to the promotion will remain at that level until the employee returns to the bargaining unit, at which time the employee will again begin accruing classification seniority within the bargaining unit.
- b. An employee who is promoted to the Chief Deputy or Jail Superintendent position from the Command Officer's bargaining unit will not be entitled to return to a formerly held rank position (i.e.: Sergeant, Lieutenant, Captain) in the event he is demoted from the Chief Deputy or Jail Superintendent position, if the formerly held rank position has been filled by promoting another employee.

#### **VI. Seniority Applications**

Seniority, as defined in I. Definitions of Types of Seniority, will be applied in the following manner, for all bargaining unit members:

- a. Seniority for longevity pay will be based upon departmental seniority.
- b. Seniority for vacation accumulation will be based on total county employment seniority.
- c. Seniority for pension accumulation shall be based on total county employment seniority.
- d. Seniority for shift selection will be based on general classification seniority (for Unit A) or rank seniority (for Unit B).
- e. Seniority for lay-offs will be based on general classification seniority.

## **VII. Shift Bidding and Transfers**

- a. Shift bidding is the selection of a new shift schedule within the employee's general classification or special assignment. Shift bidding may occur once annually during the fiscal year between November 1 and November 15. Annual shift bids will take effect between January 1 and January 7 of each year. Shift bids may occur more often if triggered by a vacancy created within one of the general classification schedules when an employee is promoted to a higher rank, transfers to a different general classification, retires or terminates employment. Shift bids created by vacancies, promotions, etc. will take effect as soon as practical.
- b. Transfers occur when an employee moves from one general classification to another general classification, or moves into a special assignment position within their present general classification.

## **VIII. Overtime Work Sharing Between Bargaining Units and Within General Classifications**

- a. Employees will be allowed to share in overtime opportunities and extra assignments as part of a Department-wide call-out list for overtime opportunities, subject to the provisions of Article XII Hours of Work and Overtime, Section 2, Overtime, and "b" below.
- b. Overtime in general classifications will be shared as follows: Uniformed Road Deputies, regardless of rank, will have first opportunity to share overtime on the road; non-uniformed Road Deputies, regardless of rank, will share overtime according to their assignment. All overtime in Corrections will be shared among Corrections employees regardless of rank. All overtime in Telecommunications, Clerk, Janitor, Maintenance Engineer, and Cook general classifications will be shared among the employees in each respective general classification.

### **Section 3. Bidding Rights.**

All full-time employees covered by this Agreement shall have the right to bid, according to Seniority, on Shift Assignments, all vacancies and new positions, if qualified. Qualifications shall be determined by the Employer.

The Employer agrees to post, for ten working days, all vacancies, new positions, special assignments, and job promotions. The posting will include a job description and the qualifications the Employer deems necessary. Qualifications being equal, the most senior bidder will be the successful bidder. Past job performance will be considered in determining qualifications. Employees who successfully bid shall serve a six (6) month trial period. During such trial period, the employee may be returned to his/her former position, without loss of seniority if the employee has exhibited substantial shortcomings in the performance of his/her new duties.

#### **Section 4. Loss of Seniority.**

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

- a. Quits;
- b. Is discharged;
- c. Is absent from work two (2) consecutive days without notification to and approval by the Employer, unless the employee is unable to notify the Employer because of physical incapacity or other reasonable excuse;
- d. Is laid off for more than eighteen (18) months or fails to report to work within ten (10) working days after having been recalled from layoff;
- e. Fails to report for work at the termination of a leave of absence;
- f. If an employee on a leave of absence for personal health reasons accepts other employment without permission;
- g. If he or she is retired.

#### **Section 5. Seniority List.**

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

#### **Section 6. Bumping Rights.**

Twice each contract year between May 1 and May 15 and between November 1 and November 15 employees with greater seniority within their classification shall notify less senior employee(s) and the Sheriff that he/she will be displacing or bumping fellow employees of lesser seniority from the less senior employee's assigned work schedule. The bumping/new placement work shift schedule will occur January 1 through 7 of the following year wherever the shift change does not create schedule problems.

#### **Section 7. 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 within general classifications in the inverse order of general classification seniority.

#### **Section 8. Recalls.**

Employees shall retain recall rights for twenty-four (24) months. If the Employer authorizes that a vacancy be filled, employees on layoff with recall rights shall be recalled by seniority.

## Hours of Work and Overtime

### Section 1. Hours of Work.

Deputies will remain on 8-hour shifts, but will begin rotating days off. (See Appendix D) The work schedule in effect for each other classification on April 1, 2012 will continue. The Sheriff will meet and, if requested to, bargain any schedule changes with the Union prior to making any changes to schedules. The Union shall have the right to bargain over any significant changes to the schedules. Any impasse resulting from such bargaining will be resolved in accordance with Section 14 of the IPLRA.

Employees will be given forty-eight (48) hours notice of temporary shift changes, except in cases of emergencies.

Nothing in the preceding paragraph or in this section shall preclude an employee from voluntarily agreeing to a temporary shift change with less than forty-eight (48) hour notice. The Employer is not required to offer these hours as an overtime shift.

Part-time employees may be used to fill any shifts where all eligible full-time employees have refused the shift. If all part-time employees refuse the shift, the least senior full-time employee will be ordered to fill the shift.

### Section 2. Overtime.

All employees shall be given equal opportunity for overtime. Overtime is defined as scheduled or incidental. Scheduled overtime is defined as the filling of a shift vacancy created by absence of a full time employee, or any extra shifts created to expand coverage in the schedule. Incidental overtime is defined as overtime occurring in conjunction with an employee's regular duties. Overtime shall be offered to the employees in classification, beginning with the most senior based on general classification seniority. All overtime will be paid at the rate of time and one-half (1 ½). Overtime will be paid for all hours worked beyond the normal work day (8, 10 or 12 hours), or beyond the normal work period of 160 hours in 28 days. If they so desire, employees may elect to take compensatory leave time in lieu of overtime wages, holiday premium pay and vacant shift overtime pay and may accumulate such compensatory time up to sixty (60) hours. Compensatory leave time shall be scheduled such that it will not cause the Employer to pay overtime wages to other employees. Compensatory time may be paid to the employee at the end of the fiscal year if the employee requests payment to be made. Request to use compensatory time may not be made more than ninety (90) days in advance of the dates requested to be off.

### Section 3. Court Time.

Employees covered by this agreement required to attend court outside their regularly scheduled work hours shall be compensated for a minimum equivalent to four (4) hours pay at the employee's regular straight time rate. Employees required to file charges outside their regularly scheduled work hours shall be for a minimum of three (3) hours pay at the employee's straight time rate.

#### **Section 4. Department Call Outs.**

All employees covered by this Agreement called out to work outside of regularly scheduled work hours shall be compensated for a minimum of two (2) hours at time and one-half (1 ½) the straight time rate. Anything over two (2) hours, the employee shall be compensated for each hour at the rate of time and one-half (1 ½) the straight time rate.

The Employer agrees that all future call-outs will be based on the agreed procedure. Dispatcher call-outs shall be on the basis of seniority for those employees who do not physically work for the Sheriff's Department on the day of the call-out shift. If no employee who does not physically work for the Sheriff's Department on the day of the call-out shift accepts the call-out, the call out shall become available, on the basis of seniority, to those employees who physically worked for the Sheriff's Department that day. If no one accepts the call-out, the employee who is lowest in seniority and did not physically work or did not take off vacation, compensatory time, personal leave or sick leave the day of the call-out shall be ordered in. Matron call-outs shall follow the same process as described herein.

#### **Section 5. Special Duty Travel Time.**

Off-duty officers assigned to special duty will be compensated for driving time at premium pay rate (1.5X).

### **Article XIII Vacations**

#### **Section 1. Vacation Leave.**

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

- (a) 40 hours after one (1) year of service.
- (b) 80 hours after two (2) years of service.
- (c) 88 hours after three (3) years of service.
- (d) 96 hours after four (4) years of service.
- (e) 104 hours after five (5) years of service.
- (f) 112 hours after six (6) years of service.
- (g) 120 hours after seven (7) years of service.
- (h) 128 hours after eight (8) years of service.