

AGREEMENT

AMONG

THE CHAMPAIGN COUNTY BOARD

THE SHERIFF OF CHAMPAIGN COUNTY

AND

THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

CHAMPAIGN COUNTY OFFICE OF THE SHERIFF
CORRECTIONS SERGEANTS DIVISION

JANUARY 1, 2020 – DECEMBER 31, 2022

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1.00 PREAMBLE

1.01 This Agreement, entered into by the Champaign County Board, the Sheriff of Champaign County (hereinafter referred to jointly as the Employer), and the Fraternal Order of Police Illini Lodge No. 17, and the Illinois F.O.P. Labor Council (hereinafter referred to as Union), has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and it is the intent and purpose of the parties to set forth herein their entire agreement establishing rates of pay, hour of work, and other conditions of employment.

2.00 RECOGNITION

2.01 The Employer recognizes the Union as the sole and exclusive collective bargaining representative for the purpose of establishing wages, hours, terms and conditions of employment for all employees of the Champaign County Office of the Sheriff, Unit A, Corrections Sergeant Division, in the classifications included in the unit by the Illinois State Labor Relations Board's Certification of Representative dated October 7, 1998, in Case No. S-RC-99-08. The job classifications included in the Certification are from one division within the Office of the Sheriff, namely: Corrections Sergeants.

3.00 GENDER

3.01 Wherever references to the male gender are used in this Agreement, it shall be construed to include all genders.

4.00 MANAGEMENT RIGHTS

4.01 The Employer retains traditional rights to manage and direct the affairs of the Office of the Sheriff in all of its various aspects, including all rights and authority exercised by the Employer prior to the execution of this Agreement. The management of the operations of the Office of the Sheriff, the determination of its mission, policies, budget and operations, the manner of exercise of its statutory functions and the directions of its work force, including, but not limited to the right to hire, promote, and demote consistent with the provisions of the Agreement and the Merit Commission statutes, rules and regulations; to relieve employees from duty because of lack of work or other legitimate reasons; to determine the existence of such work shortage, to establish manning requirements; to make and enforce reasonable job rules and job regulations and to enforce penalties for their violation; to evaluate employees; to determine the departments, divisions and sections and work to be performed therein; to determine the standards of professionalism required of the employees and, from time to time, to change those standards; to establish standards for equipment, uniforms, dress and grooming; to determine the shifts per work week and starting times of shifts; to establish and change work schedules and assignments; to assign overtime; to determine whether goods or services shall be made or purchased; to determine job content; to introduce new or improved methods of operation; and to maintain efficiency in the Office, is vested exclusively in the Employer, provided the exercise of such

rights of management does not conflict with any of the express written provisions of this Agreement.

4.02 The Sheriff is explicitly given the right to utilize members of this bargaining unit in order to perform work normally performed by other bargaining units within the Champaign County Sheriff's Office, in emergency situations, such as, cases of civil unrest, natural or major disasters, riots or other such emergencies.

5.00 SUBCONTRACTING

5.01 No bargaining unit work shall be given to any contractor or subcontractor when it would result in the layoff of working bargaining unit employees. This provision shall not limit Employer from contracting or subcontracting as it has in the past.

5.02 All services provided by the Office of the Sheriff outside usual functions and responsibilities of the Office of the Sheriff will be contracted through the Office of the Sheriff. All personnel provided to staff those contracts will be provided through shift sign-up or the callback process, as stipulated in the Callback Article.

5.03 Bargaining unit members shall not subcontract their individual services as peace officers, but will provide their services through contracts to be entered into by the Office of the Sheriff. Employees in unit will staff those contracts through callback. Subcontracting by bargaining unit members shall not be defined to include jobs which do not utilize Sheriffs equipment, uniforms, and/or the necessity to be commissioned by the Sheriffs Merit Commission.

6.00 RESIDENCY

6.01 All employees are required, as a condition of their employment with the Employer, to have their place of abode in Champaign County, Piatt County, Douglas County, Vermilion County, Ford County, Edgar County, or McLean County. Employees must remain bona fide residents of said counties for the life of their employment with the Employer. New employees must establish residency within said counties within fourteen (14) months of their employment.

7.00 PROBATIONARY, PART-TIME, AND TEMPORARY EMPLOYEES

7.01 A new or re-hired employee, filling a job classification covered by this Agreement, shall be subject to an initial probationary period of one year of continuous service to determine his ability and fitness for the work. The Sheriff shall have the sole right to determine his suitability during such probationary period. The employee will not have or accumulate seniority during the probationary period. The right to discharge, discipline, or re-hire an employee during the probationary period shall be vested exclusively with the Sheriff and shall not be the subject of grievance.

7.02 An employee transferring to a job classification within the division or transferring to another division with the Office of the Sheriff shall be subject to an evaluation period of one year continuous service to determine his/her ability and fitness for work within that specialized unit. The Sheriff shall have the sole right to determine his/her suitability during this period. The right to transfer the employee back to his/her previous specialized unit during the probationary period shall be vested exclusively with the Sheriff. The sole remedy for failing to satisfactorily complete the evaluation period due to inability to perform job functions shall be the return to the previous job classification. The Sheriff shall retain the ability to discipline or terminate a transferred employee during the probationary period for affirmative misconduct.

7.03 Upon satisfactory completion of the probationary period, an employee shall be credited with his seniority beginning from the date of his continuous employment within the division, and shall receive all other rights and benefits for which a regular employee is eligible.

8.00 NO STRIKE

8.01 Neither the Union, its officers or agents, nor any employees will call, initiate, authorize, participate in, sanction, encourage, or ratify any strike, slowdown, work stoppage or the concerted interference with the full, faithful and proper performance of the duties of employment with the Employer during the term of this Agreement. Neither shall they refuse to cross any picket line by whomever established.

8.02 In the event of action prohibited by paragraph 8.01 above, the Union immediately shall disavow such action and request the employees to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations.

8.03 Upon the failure of the Union to comply with the provisions of paragraph 8.02, above, any agent, member, or official of the Union who is an employee covered by this may be subject to the provisions of paragraph 8.04, below.

8.04 Any employee who violates the provisions of paragraph 8.01 of this Article shall be subject to immediate discharge. Any action taken by the Employer against any employee who participates in action prohibited by paragraph 8.01, above, shall not be considered as a violation of this and shall not be subject to the provisions of this grievance procedure, except that the issue of whether an employee, in fact, participated in a prohibited action shall be subject to the grievance and arbitration procedure.

8.05 The Employer will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

9.00 SENIORITY

9.01 Seniority shall, for the purpose of this Agreement, unless specified otherwise, be defined as an employee's length of continuous full-time service since his last date of hire within the Corrections Sergeant Division. Employees shall not be credited with their seniority until their

probationary period has been completed. Seniority shall apply where expressly required by a provision of the Agreement.

9.02 An employee shall lose his seniority and no longer be an employee if:

- 1) He voluntarily terminates his employment, except as stated in Section 9.01;
- 2) He is absent from work without valid reason;
- 3) He is discharged for just cause;
- 4) He has been laid off for a period exceeding eighteen (18) months;
- 5) He does not notify the Employer of his intention to return to work within three calendar days after notification of recall from layoff is mailed, by certified mail, to his last address known to Employer, or he does not return to work within fourteen (14) calendar days of that date;
- 6) He does not report for work after the expiration of an approved leave of absence;
- 7) He retires; or
- 8) He promotes out of this collective bargaining unit for a period greater than eighteen (18) months.

9.03 Should it become necessary to reduce the number of Correction Sergeants, the affected Sergeant(s) shall be returned to a correction officer position. The Sergeant with the least amount of Sergeant seniority shall be displaced first, then the next Sergeant with the least Sergeant seniority and so forth until the reduction needs are met.

9.04 Benefits Seniority shall, for the purposes of this Agreement, unless specified otherwise, be defined as an employee's length of continuous full-time service with the County, regardless of which bargaining unit he or she belonged to, or whether he or she was a bargaining unit employee.

10.00 HOURS OF WORK

10.01 The work period shall be Sunday through Saturday and shall consist of forty (40) hours within that period.

10.02 In the Corrections Sergeant Division (rank of Sergeant), the normal work day will consist of eight and one-half (8.5) consecutive hours with an interruption of one-half hour unpaid lunch at or near the midpoint of the shift. The Sergeant assigned as Shift Supervisor's work day at the Satellite Jail will begin fifteen minutes early and may end fifteen minutes later than the

normal work day. If an employee is unable to take his or her lunch, that employee shall be paid for their lunch at the applicable rate.

10.03 All employees will normally be allowed two (2) paid fifteen-minute (15) breaks: one during the first half of the shift and one during the second half of the shift.

10.04 This Article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.

10.05 Obligation to Work: Employees are obligated to work their regular duty assignments when not on approved leave per office policy. Regular duty shall include callback and holdover. Employees are not obligated to work in excess of twelve (12) hours in any twenty-four (24)-hour period, unless in a bona fide emergency, and may not volunteer to work more than sixteen (16) hours in any twenty-four (24)-hour period, except when mutually agreed upon by the employee and the Sheriff or his designee.

11.00 OVERTIME AND COMPENSATORY TIME

11.01 It is understood that because of the nature of the Office of the Sheriff operations, the Employer has a right to direct employees to work hours outside of their regularly scheduled shift.

11.02 The Corrections Sergeants required and authorized to work in excess of eight (8) hours per day or forty (40) hours per work week will be compensated at one and one-half the employee's regular rate of pay for all hours worked over eight (8) hours per day or over forty (40) hours per week.

11.03 In lieu of overtime compensation, at the discretion of the employee, the employee may earn compensatory time off at the rate of 1.5 hours for each hour worked for which overtime would otherwise be paid. Compensatory time off may be accrued up to a maximum of forty (40) hours. Any employee who has accrued forty (40) hours of compensatory time off shall, for additional overtime hours of work, be paid overtime compensation. Requests for compensatory time off of more than two (2) days shall be submitted by the employee at least five (5) working days in advance of date of time off. The request will be approved or denied within seventy-two (72) hours of the date and time of request. Requests for compensatory time off for two (2) days or less may be submitted with no advance notice. Requests for compensatory time off shall be made by the employee to his or her shift commander, or designee, if on duty. If the shift commander, or designee, is not on duty at the time of the request, the request shall be made to a shift commander then on duty, or designee. No employee may take compensatory time off without the prior approval of the above-stated shift commander, or designee, if granting that time off would put the employee's shift below the minimum staffing levels. Approval of compensatory time off will not be withdrawn in the event the use of sick leave or personal leave causes the shift to fall below the minimum staffing level.

12.00 CALLBACK

12.01 A callback is defined as an official assignment of work which does not continuously precede or follow an officer's regularly scheduled working hours. In the Corrections Sergeant Division, employees who are called back shall be paid at the applicable rate when they begin work at the Correctional Center. However, they shall receive a minimum pay of two (2) hours at the applicable rate.

12.02 There shall be maintained a shift callback list by division. Each employee shall have the opportunity to sign up for any/all duty shift list.

When callback is necessary, the most senior employee not assigned to work, who is on the list for that duty shift shall be contacted. A callback log shall be available to employees.

Each callback log shall have the record of the date, time, caller and employees who were contacted or called. Documentation shall be available for one month after the callback. Each subsequent callback shall begin with the employee on the list next senior to the employee who last received callback. If the supervisor does not personally contact the employee, the supervisor shall contact the next most senior employee.

On any individual occasion if the callback list for that duty shift is exhausted, callback shall be assigned, starting with the last senior employee who is not on initial probationary training and who has not already been assigned callback.

Callback shall not be required for bona fide emergencies or where specialized skills are required.

A new sign-up list shall be posted in conjunction with Assignment sign-up as set forth in the Shift Assignment Article.

The sole remedy for failure to properly offer callback shall be that the employee's name is to go to the top of the list.

13.00 HOLDOVER

13.01 Holdover is defined as official assignment of work which continuously precedes or follows an officer's regularly scheduled working hours.

13.02 In the Corrections Sergeant Division, employees who are held over shall be paid at the applicable rate. Any employee held over shall receive a minimum of one (1) hour at his/her overtime rate.

13.03 When an officer is held over beyond his/her regularly scheduled work day, all such extra work time shall be considered and compensated as overtime. Holdover will be limited to a maximum of four (4) hours per work day.

13.04 Holdover shall be offered to all employees on a shift prior to direction for holdover by the shift commander to any employee on said shift.

14.00 SHIFT ASSIGNMENT

14.01 Twice a year the Office of the Sheriff shall implement a sign-up for duty shifts and days off by job classification for the Sergeants Unit. Shift sign-up shall be posted sixty days prior to the second Sunday in January and the second Sunday in July. The final list showing shift assignment shall be posted thirty (30) days prior to the second Sunday in January and the second Sunday in July. Once posted, the senior person shall have forty-eight (48) hours to select duty shift and days off. Each successive person shall sign up accordingly. The shift assignments shall go into effect the second Sunday in January or the second Sunday in July following sign-up.

14.02 All Sergeants shall sign up for duty shifts and days off by seniority.

15.00 LAYOFF AND RECALL

15.01 A layoff is defined as a decrease of the existing work force or an abolishment of an existing position. Layoff shall be by job classification. Employees shall be laid off in inverse order of seniority. If temporary or part-time employees are doing bargaining unit work at the time of a layoff, bargaining unit members shall be first offered those temporary or part-time positions in lieu of layoff. The Employer agrees not to hire civilian personnel to perform the duties that are currently being performed by bargaining unit employees or duties that only a peace officer can perform. A peace officer shall be defined to mean any person who, by virtue of his office, is vested by law with a duty to maintain public order and make arrests for offenses.

15.02 When a vacancy occurs in the bargaining unit, employees shall be recalled by job classification in the inverse order in which they were laid off and in accordance with the provisions on seniority herein. An employee's right to recall shall be for a period of eighteen (18) months. The employees shall retain and accumulate seniority during such layoff.

15.03 To be eligible for recall, a laid off employee shall notify the Employer of his intention to return to work within three (3) days of the time when the notification of recall is mailed to his last address known to the Employer. Further, the employee shall return to work within fourteen (14) days of that date.

16.00 WAGES

16.01 The wage rate for Corrections Sergeants from the period January 1, 2020 through December 31, 2020 shall be \$39.04 per hour.

16.02 Effective January 1, 2021, Corrections Sergeants shall receive a wage of \$39.82 per hour.

16.03 Effective January 1, 2022, Corrections Sergeants shall receive a wage of \$40.62 per hour.

16.04 All wage increases shall be retroactive to current members of the bargaining unit, and Corrections Sergeants shall receive a check for retroactive wage increases within thirty (30) days of execution of this Agreement.

17.00 VACATIONS

17.01 Officers covered by this Agreement shall receive vacation days based on the following schedule:

Officers with less than five (5) years of benefits seniority shall earn ten (10) working days' vacation, annually, with full pay at a proportionate rate per pay period, and shall be limited to a maximum accrual of twenty (20) vacation days.

Officers with more than five (5) years and less than ten (10) years of benefits seniority shall earn fifteen (15) working days' vacation, annually, with full pay at a proportionate rate per pay period, and shall be limited to a maximum accrual of thirty (30) vacation days.

Officers with more than ten (10) years and less than fifteen (15) years of benefits seniority shall earn twenty (20) working days' vacation, annually, with full pay at a proportionate rate per pay period, and shall be limited to a maximum accrual of forty (40) vacation days.

Officers with more than fifteen (15) years and less than twenty (20) years of benefits seniority shall earn twenty-one (21) working days' vacation, annually, with full pay at a proportionate rate per pay period, and shall be limited to a maximum accrual of forty-two (42) vacation days.

Officers with more than twenty (20) years and less than twenty-five (25) years of benefits seniority shall earn twenty-two (22) working days' vacation, annually, with full pay at a proportionate rate per pay period, and shall be limited to a maximum accrual of forty-four (44) vacation days.

Officers with more than twenty-five (25) years of benefits seniority shall earn twenty-five (25) working days' vacation, annually, with full pay at a proportionate rate per pay period, and shall be limited to a maximum accrual of fifty (50) vacation days.

No Employee shall accumulate more than the maximum accrual as stated above. Hours gained above the maximum will not be credited to the Employee's vacation balance, but will be forfeited.

17.02 Buy-back

Employees shall not have the right to sell unused vacation time back to the Employer, except upon resignation or termination, including dismissal or reduction in force. When selling

back vacation time, an employee is entitled to be paid for all unused accrued vacation time, including reserve, at one hundred percent (100%) of their current hourly rate.

17.03 Reserve

Vacation days placed in reserve do not count toward maximum accrual. Vacation days in reserve may be used under the same terms as vacation days not in reserve. Unless an employee designates otherwise, a vacation day will only be counted against days in reserve if the employee has no other accrued vacation time to use.

17.04 An employee cannot take vacation prior to successful completion of his probationary period.

17.05 The rate of vacation pay shall be the employee's regular straight-time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken.

17.06 Vacations will be scheduled, insofar as possible and practical, at those times requested by each employee. Twice a year, (in conjunction with the Shift Sign-Up) vacation sign-up shall take place, with the determination of preference being made following six (6) month period, as follows:

- a. Employees will be given thirty (30) days to sign up for vacations.
- b. Vacations will be granted in categories to those with unused vacation time supporting their request, as follows:
 - i. First, employees seeking five (5) or more consecutive work days of vacation will be granted available vacation by seniority.
 - ii. After employees seeking five (5) or more consecutive work days of vacation have been granted vacation, available vacation will be granted by seniority to those seeking any number of whole work days for which they have unused vacation time.
 - iii. After employees seeking whole work days have been granted vacation, available vacation will be granted by seniority to those using remaining vacation time.
- c. Seniority, for purposes of this Section shall be determined on the basis of an employee's length of continuous service in his division.
- d. Available vacation time for a shift shall be that vacation which can be granted without taking a shift below minimum staffing levels. This restriction shall not apply to employees requesting five (5) or more consecutive days.

- e. Shift sign-up shall be posted thirty (30) days prior to it taking effect. Sign-up by seniority shall take place for thirty (30) days from the posting of vacation sign-up sheets.

17.07 After the thirty (30) day period, preference shall be given on a first-come-first-served basis. Requests for vacation time off of more than two (2) days outside of the vacation sign-up process shall be submitted by the employee at least five (5) working days in advance of date of time off. The request will be approved or denied within seventy-two (72) hours of the date and time of request. Requests for vacation time off for two (2) days or less may be submitted with no advance notice. Requests for vacation time off shall be made by the employee to his or her shift commander, or designee, if on duty. If the shift commander, or designee, is not on duty at the time of the request, the request shall be made to a shift commander then on duty, or designee. It is necessary to limit the number of employees off at any one time within a job classification; and, therefore the final right to designate the vacation period is exclusively reserved by the Sheriff in order to ensure proper staffing. Approval shall not be unreasonably withheld to those with unused accrued vacation time or vacation time in reserve. In the case of an emergency, vacations may be canceled and rescheduled in advance of their being taken.

17.08 If an employee is denied vacation requested due to operational needs of the Employer; or if a vacation is cancelled due to an emergency and, as a result, the employee would otherwise be unable to accrue additional vacation due to the maximum accrual stated in Section 17.01 of this Article (the cap), the employee shall be allowed to accrue vacation time in excess of the cap, provided that the employee brings the problem to the attention of his supervisor and schedules and uses the excess vacation time within thirty (30) days of reaching the cap. If, due to the employer's operational needs, the employee is unable to use the excess time within any thirty (30) day period granted under this Section, and he brings this problem to the attention of his supervisor within this period, the employee shall be given an additional thirty (30) day period to accrue and use the excess vacation time. If, due to no fault of the Employer, the employee fails to schedule and use the vacation time over the cap in any thirty (30) day period granted under this Section, the excess vacation time is forfeited.

17.09 Employees do not accrue vacation time during periods of layoff, approved leaves of absence, or during a strike.

17.10 Upon resignation or termination, including dismissal or reduction in force; an employee is entitled to all the unused vacation time, not to exceed the maximum limits set forth in this provision.

17.11 Vacation time may not be taken in increments of less than two (2) hours without the written consent of the Sheriff.

18.00 PERSONAL DAYS

18.01 Every employee shall receive three (3) days of personal leave at their regular hourly rate of pay each year. Employees shall be credited with twenty-four (24) hours personal leave on their anniversary date each year.

18.02 No personal leave shall be taken prior to an employee completing six (6) months of continuous employment. The minimum charge against personal leave shall be two (2) hours. The Employer shall not require an employee to give a reason as a condition for approving the use of personal leave, provided however, that prior approval for the requested leave must be obtained. Such approval shall not be unreasonably denied. Whenever possible, prior approval must be requested twenty-four (24) hours in advance of the leave. It is desirable for employees to use personal leave prior to their next anniversary of their date of hire. Personal leave shall be granted on a first-come-first-served basis. When employees' selections of personal days are in conflict, the conflict shall be resolved on the basis of seniority.

Requests for personal time off shall be made by the employee to his or her shift commander, or designee, if on duty. If the shift commander, or designee, is not on duty at the time of the request, the request shall be made to a shift commander then on duty, or designee.

One employee on each shift will be allowed to be off on personal leave even if such leave results in a callback situation. Additional employees may be off on a shift for personal leave if minimum staffing levels are met.

18.03 Any personal leave hours not used by an employee prior to any subsequent anniversary date shall be forfeited prior to the new twenty-four (24) hours being credited.

19.00 SICK LEAVE

19.01 Employees covered hereunder shall earn paid sick leave based on the following schedule:

Officers with less than ten (10) years of benefits seniority shall earn ten (10) working days' sick leave, annually, with full pay at a proportionate rate per pay period.

Officers with more than ten (10) years of benefits seniority shall earn twelve (12) working days' sick leave, annually, with full pay at a proportionate rate per pay period.

Maximum accumulation of sick leave is two hundred twenty (220) days. Sick leave may be used for illness, disability, or injury of the employee or member of the employee's household, or serious illness, disability, or injury of an employee's husband, wife, mother, father, children, or grandchildren, regardless of whether they reside in the same household. Sick leave must be used in increments of no less than one (1) hour at a time and in fifteen (15) minute increments for consecutive sick leave after first hour.

19.02 Employees utilizing sick leave shall notify their supervisor, or designee, of the necessity for sick leave as soon as practical and not less than two hours prior to the beginning of a tour of duty, directly, not through messages, texts or voicemail. If the supervisor, or designee, is not on duty at the time of the request, the request shall be made to a shift commander then on

duty, or designee, directly, not through messages, texts or voicemail. The employee shall indicate the approximate length of absence required, when possible.

19.03 The Employer shall have the right to make such investigation of absences due to sick leave as it may deem necessary, and may require an employee to furnish evidence to the Employer of the necessity giving rise to the absence. Should the Employer require an employee to furnish a doctor's evaluation or undergo a medical examination to determine if sick leave is being abused, and should it be determined that the Employee was not abusing sick leave, then the reasonable cost of such evaluation or exam shall be paid by the Employer. If the employee fails to supply evidence to the Employer, the Employer shall have the right to reject the claim for sick leave. Upon the employee's first tour of duty following sick leave, the employee shall complete and file with his supervisor a departmental sick leave report.

19.04 Sick leave pay shall be at the employee's regular straight-time hourly rate, exclusive of overtime or other premiums. No payment shall be made for unused sick leave at the termination of an employee's employment. Retiring employees may receive pension service credit for unused sick leave in accordance with state law governing the Illinois Municipal Retirement Fund.

19.05 If an employee is injured in the line of duty, Illinois Compiled Statutes, Chapter 5, Section 345/1 shall control.

19.06 The parties agree to establish an advisory committee (with equal representation) to study the creation of a detailed light duty policy.

19.07 Employees that do not use any sick leave during a contract year shall receive one (1) personal day to be used during the following contract year. An employee must use the incentive-based personal days in the contract year immediately following the year in which it was earned. Employees will not be permitted to carry the incentive-based personal day from year to year.

20.00 LEAVE OF ABSENCE

20.01 A leave of absence without pay for a fixed period not to exceed one year, may be granted to an employee at the discretion of Sheriff. Requests for unpaid leave of absence shall be in writing and the written request shall state the reason for, and duration of, the leave. An employee who does not report to work at the end of the leave of absence or arrange for an extension shall be deemed to have resigned. During the period of the leave of absence, if the employee obtains other employment, without approval of the Sheriff, the leave of absence is automatically terminated and the employee shall be deemed to have resigned.

20.02 When an employee, due to illness, disability or injury, uses all of his paid sick leave and vacation allowances and is still unable to return to work, he shall be granted medical leave of absence without pay for a maximum period of one (1) year, with the obligation during said period to return to work immediately after being released to do so by the employee's doctor. Failure to so return, or acceptance of other employment, shall result in automatic termination of

the medical leave of absence and the employee shall be deemed to have resigned. Employer has the right, at its expense, to have its own doctor examine the employee prior to his return to determine whether the employee is fit to resume his job.

20.03 During an approved leave of absence, the employee will be allowed to maintain health benefit coverage by paying, premiums for both employee and dependent coverage which are the responsibility of the employee at the same rate as it would be made by payroll deduction. The employee's seniority shall not accrue, but also shall not be lost during the approved leave of absence. The employee shall not accrue or be entitled to any other fringe benefits, other than the above, including, but not limited to vacation, personal leave, holidays, sick leave, jury and witness leave, and bereavement leave.

20.04 Upon return from the approved leave of absence, the Sheriff will place the employee in his previous job, if the job is vacant; if not vacant, the employee will be placed in the first available opening in his classification or in any other classification where skill and ability to perform the work without additional training is equal. If there is no work available for the employee or if the employee could have been laid off according to his seniority, except for his leave, he shall go directly on layoff.

20.05 The Employer shall comply with the requirements of the Family and Medical Leave Act as amended from time to time.

21.00 JURY AND WITNESS LEAVE

21.01 Employees who are called for jury duty shall be excused from work for the hours on jury service. The employee shall receive his normal rate of pay for each jury hour for which he is scheduled to work. During jury duty, if an employee is scheduled to work, and not actually performing jury service, he shall return to work. Employees who are not regularly scheduled for day shift (8:00am - 4:00 pm - Corrections) shall be scheduled for day shift during jury service. Employees regularly scheduled for a shift other than day shift shall return to their regularly scheduled shift as soon as the employee is excused from further jury service. Payment received for jury duty shall be returned to the Employer. Officers who use an assigned county vehicle to appear for jury duty will return the mileage reimbursement.

21.02 As a part of his job duties, if an employee is required to testify as a witness pursuant to subpoena, he shall be paid at the applicable rate. Additionally, if the employee so required to testify would not otherwise be scheduled to work, he shall receive one hour's travel time at the applicable rate.

22.00 FUNERAL LEAVE

22.01 Employees covered here under shall be granted paid funeral leave for the scheduled working hours on five (5) consecutive working days following the death of a spouse, child (including step, foster, as a result of placement by DCFS, or adopted), or parent (including adoptive), and for the scheduled working hours on three (3) consecutive working days following the death of a step-parent, sibling (including half or step), grandparent, mother-in-law, father-in-

law, daughter-in-law, son-in-law, or grandchild for the purpose of attending either the funeral or the visitation and/or making funeral arrangements for the deceased. In counting "consecutive working days", an employee's regularly assigned days off would be excluded. Requests for additional funeral leave in the form of sick leave shall not be unreasonably denied but will be judged on the circumstances presented to the Sheriff at time of the request.

23.00 MILITARY LEAVE

23.01 Military leave shall be granted in accordance with state and federal law.

24.00 HOLIDAYS

24.01 Designation of Holidays

The following are paid holidays for eligible employees:

New Year's Day	January 1 st
Martin Luther King Birthday	Third Monday in January
President's Day	Third Monday in February
Spring Holiday	Friday before Easter
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11 th
Thanksgiving	Fourth Thursday in November and the Friday after
Christmas Eve Day	December 24 th
Christmas Day	December 25 th

24.02 In order to be eligible for holiday pay, the employee must work the scheduled working day immediately preceding and immediately following the holiday, unless the employee's absence is excused.

24.03 All eligible employees shall receive holiday pay. Holiday pay is computed at the employee's regular straight-time hourly rate for the number of hours the employee is normally and regularly scheduled to work immediately prior to the holiday, not to exceed eight (8) hours.

24.04 Eligible employees who do not work a holiday shall receive holiday pay, unless the holiday falls on the employee's regularly scheduled day off, or unless the holiday falls on a regularly scheduled vacation day. If so, then the employee has the option of receiving time off in lieu of pay.

24.05 Eligible employees who work a holiday shall receive one and one-half times their regular straight-time hourly rate of pay for hours worked on the holiday plus holiday pay. In lieu

of the above, eligible employees who work a holiday may earn time off at the rate of one and one-half hours for each hour worked plus holiday pay.

24.06 If an employee opts to accumulate holiday hours, in lieu of pay, in no case shall those hours be accumulated and/or used in excess of forty (40) in a contract year. Once forty (40) holiday hours are accumulated and/or used, all further holiday hours shall be paid at the appropriate rate. Any holiday hours which are accumulated and unused at the end of the contract year shall be paid. Requests for holiday time off of more than two (2) days shall be submitted by the employee to his or her shift commander, or designee, at least five (5) working days in advance of date of time off, if the shift commander or designee is on duty. If the shift commander, or designee, is not on duty at the time of the request, the request shall be made to a shift commander then on duty, or designee. The request will be approved or denied within seventy-two (72) hours of the date and time of request. Requests for holiday time off for two (2) days or less may be submitted with no advance notice.

25.00 HEALTH AND LIFE INSURANCE

25.01 The County shall make available to all employees a group health insurance plan. Employees shall be eligible for health insurance coverage if they work at least thirty (30) hours per week and after the completion of two (2) months of full-time, permanent employment immediately prior to becoming eligible for health insurance coverage. Employees may elect health insurance coverage for themselves and their eligible dependents.

25.02 Health Insurance Plan/Benefit Structure. The County shall provide group health coverage. Changes to the benefits structure of the Health Insurance Plan to be offered in subsequent fiscal years may be modified only in accordance with the terms of the Agreement for Joint Labor Management Health Insurance Committee for Champaign County, set forth in Appendix A.

25.03 Additional Alternative Health Care Plans. The Employer may offer additional alternative health care plans to its employees only in accordance with the terms of the Agreement for Joint Labor Management Health Insurance Committee for Champaign County, set forth in Appendix A. If an employee selects an alternate health care plan provided by the County with a premium rate higher than the Health Insurance Plan defined in this or the preceding paragraph, the employee shall pay the additional premium cost associated with that plan. If an employee selects an alternative health care plan provided by the County with a premium rate lower than the Health Insurance Plan defined in this or the preceding paragraph, the County shall make available the difference in annual premium to be applied toward deductible costs through a Health Reimbursement Account made available to the employee.

25.04 Employee Premium Cost Sharing. Beginning January 1, 2020, the County shall pay eighty-six percent (86%) of the monthly premium costs of the employees' single coverage, and the employee shall pay fourteen percent (14%).

25.05 Dependent Premium Cost Sharing. The employee shall pay the balance of the monthly premium for the health insurance benefits he has selected, except that the County will

contribute seventy (\$70.00) dollars monthly toward the medical insurance premium cost of the dependent coverage selected by the employee in each year of this Contract. The County's contribution shall include the amount set forth in 25.04 plus the additional monthly amount listed above each year of the Contract. The employee shall pay the balance of the monthly medical insurance premium costs for the employee's dependents, except in the case where both spouses are employed by the County.

25.06 When spouses are both employed by the County, the County shall pay the designated premium for the spouse who signs up for family coverage, and the County shall contribute to the family coverage on behalf of the second spouse, an amount equal to the premium contribution to be paid by the Employer in that fiscal year as defined in the preceding paragraph, or an amount equal to the balance due for that couple's family/dependent coverage, whichever is less.

25.07 The County will make available at its group rate health insurance coverage for employees who retire and their dependents. The premium for retiree and retiree dependent coverage will be paid in full by the retired employee.

25.08 An employee on an extended leave of absence without pay or on FMLA leave who fails to pay his portion of health insurance premiums by the appropriate due date, shall have his health insurance cancelled. Upon such employee's return to work, he shall have thirty (30) days to notify the County in writing of his desire to reinstate his health insurance coverage. The effective date of the reinstated health insurance coverage shall be the date upon which the employee returns to work. The employee shall be responsible for his portion of health insurance premiums retroactive to the pay period within which the employee returns to work. If an employee fails to reinstate his health insurance coverage within thirty (30) days of his return to work, he shall be ineligible for health insurance coverage through the County until the next open enrollment period.

25.09 Life Insurance. The County shall provide employees with life insurance coverage of \$20,000. Employee shall be eligible for life insurance coverage if he works at least thirty (30) hours per week and has completed at least two (2) months of full-time, permanent employment immediately prior to becoming eligible for health insurance coverage.

25.10 Insurance benefits shall be subject to the provisions of the policy or policies between the employee and the carrier(s). A dispute between an employee or his beneficiary and the insurance carrier or agent or processor of claims shall not be subject to the grievance procedure provided for in this Agreement.

26.00 UNIFORMS AND EQUIPMENT

26.01 The Employer and Union agree that officers covered by this Agreement shall be allowed to purchase, at the employee's expense, additional items of clothing or equipment, not listed in the following paragraphs, provided that such clothing or equipment is authorized by the Sheriff.

26.02 Employer shall provide the following apparel to uniformed officers in the Corrections Sergeant Division:

<u>Amount</u>	<u>Item</u>
3	Short Sleeve Shirts
3	Long Sleeve Shirts
1	Winter Coat or Jacket
1	Uniform Tie
2	Name Tags
1	Department Authorized Badges
1	Garrison Belt - black, basket weave
1	Handcuff case - black, basket weave
1	Key Fob - black, basket weave
1	Smith & Wesson Handcuffs
1	Lined Wind breaker
1	Pepper mace carrier
As Needed	Pepper mace
1	Service Tag - "Serving Since ____" to go under name tag

26.03 Employer shall continue to provide three pair of uniform pants to uniformed officers in the above-listed apparel as needed. However, as these three pairs are replaced, due to wear and tear, the Employer shall replace two of every three pair of pants issued to uniformed officers in the Corrections Sergeant Division with basic daily uniform pants.

26.04 Employer shall replace the above-listed apparel as needed.

27.00 PARKING

27.01 Employees will arrange for the parking of their privately-owned vehicles.

28.00 PENSIONS

28.01 The Employer shall continue to make its share of the contributions to IMRF for all eligible employees covered here under as required by Illinois law.

29.00 MAINTENANCE OF STANDARDS

29.01 All economic benefits which are not set forth in this Agreement and are currently in effect for these Bargaining Unit members shall continue and remain in effect for the term of this Agreement.

The purpose of this Section is to establish a basis for making changes in conditions of employment. The Employer and Employee Bargaining Unit are able to make requests. It is expressly understood and agreed that said requests shall not be considered negotiations for the purpose of altering any or all of the terms of this Agreement.

29.02 All economic benefits which are set forth in this Agreement will continue in effect for the Bargaining Unit members and remain in effect for the term of this Agreement.

29.03 Conditions of employment, not considered economic benefits, for this Section are policies, written and unwritten, and established practices. In the operation of any department it is for all practical purposes, impossible to list all of the conditions of employment. Therefore, the following procedures are established for the County and the Bargaining Unit.

The County:

- 1) Changes in policies or practices will be made either verbally or in written form.
- 2) The Bargaining Unit will have ten (10) calendar days to comment on changes in conditions, as defined in this Section.
- 3) A. If no objection is made, no further action is needed.
B. If an objection is provided by the Bargaining Unit, a Labor-Management Conference will be held, as provided in the Labor-Management Article.
 - (1) If agreement is reached, no further action is needed.
 - (2) If no agreement is reached, either party may initiate the grievance procedure at Step 2.

The Bargaining Unit:

- 1) Requests for changes in policies or practices will be submitted in writing.
- 2) The County will have ten (10) calendar days to respond to the Bargaining Unit's request on changes in conditions as defined in this Section.
- 3) A. If the County agrees, no further action is needed.
B. If an agreement does not occur, a Labor-Management Conference will be held, as provided in the Labor-Management Conferences Article.
 - 1) If agreement is reached, no further action is needed.
 - 2) If no agreement is reached, the conditions of employment, as defined in this Section, will continue.

30.00 GRIEVANCE PROCEDURE

Definition and Procedure

30.01 A grievance is defined as a difference of opinion raised by the employee, the Union or the Employer, involving the meaning, interpretation or application of the express provisions of this Agreement. An employee or Union grievance shall be processed in the following manner:

Step 1: Any employee who has a grievance shall submit it in writing within ten (10) business days of the event or when the employee or the Union has become aware of the occurrence of the event giving rise to the grievance to the Superintendent or successor or designee in his absence. The Superintendent or successor or designee in his absence shall give his written answer within three (3) business days after such presentation. A business day is defined as Monday through Friday except those days designated as holidays in this contract.

If the grievance is against the Superintendent or successor, then it shall be submitted to the Chief Deputy.

Step 2: If the grievance is not settled in Step 1 and grievant wishes to advance the grievance to Step 2 of the grievance procedure, it shall be referred in writing to the Sheriff within ten (10) business days after the Superintendent's or successor's or designee's in his absence answer in Step 1 and shall be signed by both the employee and the Union representative. The Sheriff, or his designated representative, shall discuss the grievance within five (5) business days with the employee and the Union representative at a time mutually agreeable to the parties. If no settlement is reached, the Sheriff, or his designated representative, shall give a written answer to the employee within five (5) business days following their meeting. If the grievance is not settled in Step 2 and the grievant desires to continue, it may be referred to arbitration pursuant to the Arbitration Section of this Article.

Employer Grievance

30.02 If the Employer has a grievance, its representative shall take the matter up first with the Union representative and they shall attempt to adjust the matter. If they fail to agree upon a settlement within five (5) days, the Employer and the Union shall reduce their respective positions to writing and then the Employer may request that the grievance be referred to arbitration in accordance with the Agreement.

Arbitration

30.03 If the grievance is not settled in accordance with the foregoing procedure, the employee may refer the grievance to arbitration within fifteen (15) business days after receipt of the Step 2 decision or the Chair's answer pursuant to the Safety Issues Article. The parties shall attempt to agree upon an arbitrator within five (5) business days after receipt of notice of referral to arbitration, and in the event the parties are unable to agree upon an arbitrator within said five (5) day period, the parties shall immediately jointly request the American Arbitration Association or the Federal Mediation and Conciliation Service to submit a panel of arbitrators. Each party has the right to strike two (2) names from the unrejected panel. A flip of the coin shall determine which party shall strike the first name, and then the other party shall strike the second name. This process will be repeated and the last remaining person on the list shall be the arbitrator. The arbitrator shall be notified of his selection by a joint letter from the Employer and the Union, requesting that he set a time and place, subject to the availability of the Employer and Union representative.

Authority of Arbitrator

30.04 The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall consider and decide only the specific issue submitted to him in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted to him. The arbitrator shall be without power to make decisions contrary to or inconsistent with, or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Employer under law and applicable court decisions. The arbitrator shall submit in writing his decision within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator, made in accordance with the jurisdiction and authority granted to the arbitrator pursuant to this Agreement, shall be final and binding.

Expenses of Arbitration

30.05 The fee and expenses of the arbitrator and the cost of a single copy of a written transcript of the arbitration, if there is one, for the arbitrator, shall be divided equally between the Employer and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses, and purchasing its own copy of the written transcript, if any.

30.06 Time Limit for Filing

(a) No grievance shall be entertained or processed unless it is submitted within the time frame provided in Step 1 above.

(b) The time limit in each step may be extended by mutual written agreement of the Employer and employee or Union representative. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The term "business days", as used in this Article, shall mean Mondays through Fridays, excluding holidays.

31.00 MERIT COMMISSION

31.01 The parties recognize that the Champaign County Merit Commission has certain statutory authority over employees covered by this Agreement pursuant to the Sheriff's Merit Commission Act, as amended, and County resolutions adopting that statutory system. Nothing in this Agreement is intended in any way to change the statutory authority and jurisdiction of the Merit Commission. The parties agree that those provisions of the Discipline and Discharge Article concerning the right to process grievances concerning disciplinary matters is intended to

create an alternative procedure which may be elected for resolving disciplinary matters which would otherwise fall under Merit Commission jurisdiction.

32.00 DISCIPLINE AND DISCHARGE

32.01 Post-PROBATIONARY employees shall be disciplined and/or discharged for just cause consistent with this Agreement and the Merit Commission statutes, rules and regulations. The Sheriff agrees that disciplinary action shall be in a timely fashion.

32.02 The Sheriff agrees with the tenets of progressive corrective discipline. Once the measure of discipline is determined and imposed, the Sheriff shall not increase it for the particular incident of misconduct unless new facts or circumstances become known.

32.03 Disciplinary action may include, but not necessarily be limited to one or more of the following: However, the types of disciplinary action imposed shall be based on the seriousness of the offense:

- a. Oral warning or reprimand;
- b. Written reprimand;
- c. Suspension with pay;
- d. Suspension without pay up to and including 3 days;
- e. Suspension without pay for more than 3 days;
- f. Suspension pending ultimate discharge.

32.04 The Sheriff must initiate disciplinary action under 32.03(e) and (f) pursuant to Merit Commission statutes, rules and regulations, and the Sheriff shall bear the burden of proof in such cases.

32.05 The Sheriff shall comply with the provisions of the Illinois Uniform Peace Officer's Disciplinary Act in conducting any formal investigation as defined in the Act.

32.06 All discipline may be grieved. Grievances involving discharge shall be initiated at Step 2 of the grievance procedure, within ten (10) business days of the employee's or Union's knowledge of the disciplinary action in the case of disciplinary action under 32.03(d), (e) and (f), above, the employee and the Union shall make an election between continuing through with the grievance procedure or continuing under the Merit Commission rules and regulations. This election of form must be made in writing not later than final date for referring any such grievance to binding arbitration under the Grievance Procedure Article. This election is irrevocable. The right to have a hearing before the Merit Commission and the right to pursue disputes regarding disciplinary actions under grievance procedure are mutually exclusive, and under no circumstances shall an employee or the Union have the right to refer such grievances to arbitration; however, this shall not limit the right of the individual employee to pursue the matter before the Merit Commission with or without Union approval.

32.07 If the employee and/or the Union fail to make their election of forum pursuant to 32.06, the matter cannot be further pursued through the Merit Commission.

32.08 Except in cases involving disciplinary action under 32.03(f), no employee shall suffer a loss or reduction in pay during any disciplinary proceeding. In instances where the Sheriff, under 32.03(f), has filed a complaint with the Merit Commission seeking to discharge the employee, the employee shall remain in full pay status for a period of thirty (30) days after the filing of the complaint, unless such employee has been charged by indictment or complaint to have violated any provision of the Illinois Criminal Code or any statute of the United States or of any of the states, in which case the employee shall not remain in paid status upon filing of a complaint with the Merit Commission. After that thirty (30) day period, the employee shall be placed in no pay status pending a final award or decision in the disciplinary procedure elected. If the discharge is not granted the award or decision shall include a ruling on the employee's entitlement to back pay and other relief as may be appropriate. The parties recognize that it may not be possible to have the matter heard and decided within the 30-day period due to matters beyond their control, but the parties agreed not to act in a dilatory manner or engage in conduct that unreasonably delays the hearing and ruling within that 30-day period. The Merit Commission or the arbitrator shall make its/his decision or award as expeditiously as possible, granting such relief or remedy as may be appropriate.

33.00 PERSONNEL FILES

33.01 The personnel file maintained by the Sheriff shall be designated the "personnel file" under the Agreement. The personnel file of an employee shall be open and available for inspection by that employee. The employee shall retain the right to give permission, provided such permission is in writing, to a representative acting in his behalf to review his personnel file. Inspection shall occur during regular business hours at a time and in a manner acceptable to the employee and the Employer. An employee may inspect his personnel file three times per year during working hours. Additional inspection shall be during the employee's non-working hours. An employee may copy his personnel file if he bears the cost of duplication. Pre-employment information (e.g. reference checks and responses) or information provided to the Employer, with the specific request that it remain confidential, shall not be subject to inspection or copying. All information or documents which have been made a part of the employee's permanent personnel file which may be used in any judicial or quasi-judicial proceeding shall be available for an employee's inspection.

33.02 The employee shall be notified in writing prior to any disciplinary action being recorded in the personnel file. Citizen or resident complaints shall not be placed in the personnel file unless disciplinary action is taken. Upon request of the employee, oral reprimands shall be removed after one (1) year and written reprimands after three (3) years unless there has been other similar disciplinary action within that time period. The disciplinary record shall be destroyed in the presence of the employee and Employer (or representative).

33.03 The Sheriff shall not forward any personnel records to the Merit Commission unless there is a specific recommendation for action to be taken by the Merit Commission.

34.00 INDEMNIFICATION

34.01 Employer shall provide indemnification of employees for actions against them arising out of the performance of their duties as it has done in the past.

35.00 SAFETY ISSUES

35.01 The Employer shall have the right to make reasonable rules to ensure the safety and health of employees. All employees shall comply with all safety rules and regulations established by the Employer.

35.02 Where a clear and present danger exists, the Union or employees may initiate a grievance at the final step of the grievance procedure preceding arbitration as set forth in the Grievance Procedure Article. In the event that the Union or employee initiates a grievance regarding Safety Issues pursuant to the Grievance Procedure Article, and the Union or the employee wish to proceed with the grievance following a response from the Sheriff or the Sheriff's designee, it may be referred to arbitration pursuant to Section 30.03 of the Agreement.

36.00 BULLETIN BOARDS

36.01 The Employer shall provide the Union with designated space on available bulletin boards, or provide bulletin boards on a reasonable basis, where none are available for purposes of the Union. No political nor derogatory material of any sort may be placed on the bulletin board.

37.00 LABOR-MANAGEMENT CONFERENCES

37.01 The Union and the Employer agree that in the interest of efficient management and harmonious employee relations, meetings be held if mutually agreed between Union representatives and responsible administrative representatives of the Employer. Such meetings may be requested by either party at least seven (7) days in advance by placing in writing a request to the other for a "labor-management conference" and expressly providing the agenda for such meeting. Such meetings and locations, if mutually agreed upon, 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 Union of changes in conditions of employment contemplated by the Employer which may affect employees.

37.02 It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Specific 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. Disputes arising

as a result of such conferences shall not be the subject of grievance. The refusal to meet more than three (3) times each year shall not be the subject of grievance.

37.03 Attendance at labor-management conferences shall be voluntary on the employee's part, and attendance during such meetings shall not be considered time worked for compensation purposes. Normally, three (3) persons from each side shall attend these meetings, schedules permitting.

38.00 F.O.P. REPRESENTATIVES

38.01 If necessary, grievances may be investigated during an employee's working time, but without pay. Time spent presenting or investigating grievances during working hours shall be reasonable and by agreement between the Union and Employer, and which agreement shall not be unreasonably withheld. Employees shall be paid for scheduled working hours lost when required or entitled as a Union representative, witness, or grievant, to attend the following: grievance meetings with the Employer, arbitration hearings, Merit Commission hearings, and meetings called or agreed to by the Employer.

38.02 Employees serving on the Union negotiating team who are scheduled to work during hours in which collective bargaining is scheduled shall, for the sole purpose of attending scheduled bargaining, be excused from their regular duties without loss of pay. Such employees will not be paid for time while attending bargaining sessions during which they would otherwise not be scheduled to work. In the event the Union negotiating team has more than two (2) employees regularly attending scheduled bargaining, the paragraph can be reopened for the purpose of negotiating time off and pay to affected employees.

39.00 DUES DEDUCTION

39.01 Upon receipt of an appropriate written authorization from an employee, the Employer agrees to deduct Union dues and initiation fees, if any, from such employee's pay. The Union will notify the Employer in writing of the amount of the uniform dues and fees to be deducted. The Union shall advise the Employer of any increase in dues or fees in writing at least thirty (30) days prior to its effective date. Deductions shall be made each pay period and shall be remitted biweekly to the Union at the address designated in writing to the Employer by the Union. Employer shall be obligated to make such deductions until notified in writing that the employee is revoking or amending the authorization.

39.02 The Union shall indemnify, defend and hold the Employer harmless against any claim, demand, suit, liability, damages, and costs of defense, including reasonable attorney's fees arising from any action taken by the Employer in complying with this provision.

40.00 INTEREST ARBITRATION

40.01 The parties agree that upon mutual consent, they may alter the procedures contained in 5 ILCS 315/14, in the following respects:

- (a) agree upon a single impartial arbitrator to resolve their disputes in place of a panel of three (3) arbitrators;
- (b) obtain a listing of seven (7) or less persons as nominees for impartial arbitrator from either the Federal Mediation and Conciliation Service of the United States Department of Labor or the American Arbitration Association;
- (c) choose the time and place of the hearing;
- (d) waive the necessity of a verbatim record of the proceedings;
- (e) at anytime before the rendering of an arbitral award, resume collective bargaining for any length of time and suspend the arbitration proceedings during the continued resumption of collective bargaining.

40.02 If either party does not agree, or if the above procedure is not successful, then both parties agree that they will use 5 ILCS 315/14 to resolve impasse.

41.00 ENTIRE AGREEMENT

41.01 Subject to the provisions of Sections 4 and 7 of the Public Labor Relations Act, this concludes collective bargaining between the parties over those matters which were the subject of bargaining during the negotiations leading to this Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

41.02 This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the terms of this Agreement. If a past practice is not addressed in this Agreement, it may be changed as provided in the Management Rights provision. Therefore, the Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including the impact or effects of the Employer's exercise of its rights as set forth herein on wages, hours and other conditions of employment.

This Agreement may only be amended during its term by the parties' mutual agreement in writing.

42.00 SAVINGS CLAUSE

42.01 If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, the parties shall attempt to renegotiate the

invalidated provision. All remaining provisions of this Agreement shall remain in full force and effect.

43.00 DRUG POLICY

43.01 The desire of both parties is to protect the safety of the public and other employees, yet safeguard the rights of individual employees. Therefore, the parties agree that drug and alcohol testing shall be conducted, as follows:

1. Where the Employer has just cause to believe an individual employee is under the influence of alcohol or controlled substances, including marijuana, the Employer may order individual employees to submit to blood or urine tests to determine the presence of alcohol and/or drugs. The Employer shall set forth in writing to the employee at the time the order to submit to testing is given, the basis for such just cause, including all objective facts and reasonable subjective observations and conclusions drawn from those facts.
2. The Employer agrees that its testing procedure for the presence of drugs or alcohol shall conform to the following:
 - (1) Use only a licensed clinical laboratory to test body fluids or materials for alcohol or drugs;
 - (2) Establish a chain of custody procedures for both sample collecting and testing that will ensure the integrity of and identity of each sample test result;
 - (3) Collect a sufficient sample of the same body fluid or material to permit for an initial screening, a confirmatory test and a sufficient amount to be set aside and reserved for later testing if requested by the employee;
 - (4) Collect all samples in such a manner as to preserve the individual employee's right to privacy, insure a high degree of security for the sample and its freedom from adulteration. Proper testing may be conducted to prevent the submission of a false or adulterated sample;
 - (5) Provide the employee tested with an opportunity to have the additional portion of the same sample confirmed if the tests in the initial screening have proved positive, at the Employer's expense;
 - (6) Provide the employee tested with an opportunity to have an additional portion of the same sample tested by a licensed testing facility of his own choosing, at the employee's expense;
 - (7) Provide each employee tested with a report of the results of each drug or alcohol test that includes the types of tests conducted, the results of each

test, the detection level used by the laboratory and any other information provided to the Employer by the laboratory;

- (8) Ensure that all positive samples are maintained for a period of not less than 120 days to permit additional testing at the election of the employee.
3. The parties agree that there shall be no random, periodic or mass testing of employees for alcohol or drugs. It is understood that employees' legal rights that may exist outside this Agreement concerning drug and/or alcohol testing are not limited or in any manner abridged herein and they may pursue the same as provided by law, this Agreement notwithstanding.
4. Employees shall have the right to grieve the basis for the order to test, accuracy of the tests, or consequences of the test.

44.00 DUTY TRADE

44.01 The Sheriff, or his designee, shall approve requests by officers to exchange duty shifts or days off (without a change in pay), provided that the officers involved are equally capable of performing each other's respective jobs, and are willing and able to make the exchange. All duty trades must be completed within the same pay period.

45.00 WEAPONS LOAN PROGRAM

45.01 The County shall make available funds to employees within the bargaining units for the purpose of providing loans to employees within these bargaining units for the purpose of purchasing firearms.

45.02 The amount available shall be \$2,000.00. This amount is a 'rolling' amount; as funds are repaid, they are available for other loans.

- a. The County shall make the funds available within a reasonable amount of time of ratification of this Agreement.
- b. A maximum of five hundred (\$500.00) for the purchase of a handgun may be loaned to an employee at any one time. An employee may only take out one loan at a time.

45.03 The order in which employees become eligible for a loan under this Article shall be by seniority. Prior to receiving the loan:

- a. The loan must be pre-approved in writing by the division commander;
- b. The employee must provide a copy of the invoice for the weapon in order to receive the loan;

- c. The employee shall complete any necessary paperwork for the County to deduct repayment amounts through payroll deduction; and
- d. The employee shall agree in writing that, in the event the employee leaves employment with the Champaign County Sheriff's Office for any reason prior to fully repaying the loan, the remainder of the amount owed may be withheld from the final paycheck to the fullest extent permitted by law, and that nothing in this Agreement otherwise affects or diminishes the rights of the County or the Union to pursue other legal remedies in order to recover unpaid money loaned under this Article.

45.04 Repayment of the loan shall be through payroll deduction in twenty-four (24) equal installments. The employee may repay the loan in fewer than twenty-four (24) equal installments, thereby making the funds available for use for another loan.

46.00 TERM OF AGREEMENT

46.01 This Agreement shall be effective January 1, 2020, and shall continue in full force and effect until December 31, 2022, and thereafter from year to year, unless not more than ninety (90) days, but not less than sixty (60) days prior to December 31, 2022, either party gives written notice to the other of the intention to amend or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the _____ day of _____, 2020.

FOR THE EMPLOYER:

FOR THE UNION:

Dustin D. Heuerman, Sheriff

Stephen Winters, Illini Lodge 17

Giraldo Rosales, Chair
Champaign County Board

Nicole Lutz, Illini Lodge 17

Josh Jones, Illini Lodge 17

Rob Scott, Illinois FOP Labor Council

APPENDIX A - AGREEMENT ON JOINT HEALTH INSURANCE COMMITTEE

WHEREAS, the County of Champaign offers a program of group health care coverage to its employees, retirees, and their respective dependents; and

WHEREAS, the parties to this Agreement, as set forth below in Paragraph 1, seek to establish a joint process for the operation and structure of the procurement of health insurance for Champaign County and its employees, and to that end, hereby mutually agree to the establishment of a Health Insurance Committee; and

WHEREAS, a consensus has been reached among the County Board of Champaign County, the exclusive representatives of the County employees pursuant to the Illinois Public Labor Relations Act, County Employees not so represented by an exclusive representative, and the Administration of the County, that a Health Insurance Committee appears to be the most effective option for dealing with the problem of maintaining quality health care for the County employees and their dependents, while controlling costs.

NOW, THEREFORE, IT IS AGREED BETWEEN and AMONG THE PARTIES TO THIS AGREEMENT AS FOLLOWS:

1. The parties to this Agreement are as follows: County of Champaign; American Federation of State, County and Municipal Employees Council 31, Local 900 (AFSCME), and Fraternal Order of Police Labor Council.
2. Each of the parties hereby agrees to the Health Benefit Plan attached hereto and incorporated herein as set forth in Attachment 1. Attachment 1 is the current health insurance plan.
3. The plan as described in Attachment 1 shall continue in force as the Champaign County Health Benefit Plan for the term of this Agreement, unless modified as provided in Paragraph 4. It is understood and agreed that if any provision of the Health Benefit Plan is or shall be prohibited or limited by law or any modification be required by law, the necessary revisions to the Plan shall be made as required by law.
4. The provisions of the Plan as described in Attachment 1 may be modified only upon 75% or $\frac{3}{4}$ vote of the total number of members of the Health Insurance Committee, and approved, if necessary (i.e. budget and contract approval), by the County Board of Champaign County, Illinois. As an example, twelve members of a sixteen member committee would be required to vote for a change in order to modify the provisions of the Plan, subject to County Board approval if necessary. Each party shall have the right to discuss all proposed changes with its membership and seek their input prior to any final vote.
5. Each of the parties has full authority of its governing board, its membership, or whatever group or sub-group within its structure who would have the ultimate authority to enter into this Agreement. Each of the parties represents to each of the parties as an

inducement to enter into this Agreement that it has such authority and that it intends to and does bind itself and each of its members to the terms of the Agreement. For the term of this Agreement, this Committee shall be the exclusive forum for dealing with non-work related health care issues, including but not limited to: the health plan design and benefit levels; deductibles, co-pays and out-of-pocket costs; premium levels; participant eligibility and general coverage; and claims levels and appeals. During said period each of the parties waives any rights to bargain over the subject of health care or health insurance or to impose other terms or to strike or arbitrate concerning other terms for health care coverage or benefits except for the cost sharing of health insurance premiums. As provided in paragraph 4 above, however, each party reserves the right to discuss all changes with its membership.

Changes in the cost sharing of health insurance premiums between each labor group and the County of Champaign may be bargained individually by the parties as provided by law, or established by the County of Champaign for those non-represented employees.

The parties agree that should any dispute concerning the interpretation or application of this Agreement arise between any two or more of them which cannot be resolved after good faith efforts, it shall be submitted to binding arbitration pursuant to the terms of the Uniform Arbitration Act (7 10 ILCS 51 1 et seq.). It is understood that this provision for arbitration shall not apply to operation of the Plan itself or to any individual claims or disputes under the Plan.

To select an arbitrator, the parties in dispute, by joint letter, shall request that the Federal Mediation and Conciliation Services (FMCS) submit a panel list of seven (7) arbitrators. The representatives of the parties shall within thirty (30) days of their receipt of this list from FMCS engage in a mutual striking process to select an arbitrator. Each party shall have the right to reject one entire list. The parties shall alternatively strike a name from the list until there is one name remaining, with the order of striking to be determined by coin toss. The arbitrator shall be notified of his/her selection by joint letter, requesting that a hearing be scheduled in Urbana, Illinois, on mutually agreed dates, subject to the reasonable availability of the parties and their representatives.

The parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator. The parties have the right to request the arbitrator to require the presence of witnesses and/or reasonable documents. Employees of the County called to testify at the arbitration shall be released from duty for such purposes without loss of pay or benefits. The arbitrator shall have no authority to amend, modify, nullify, ignore, add or subtract from the provisions of this Agreement. The arbitrator shall consider and decide the issue(s) presented and fashion an appropriate remedy. The arbitrator's decision shall be rendered and delivered in writing to the parties within thirty (30) days of the close of the hearings or the submission of post hearing briefs, whichever is later. Post hearing briefs shall be filed simultaneously by the parties on the date established by the arbitrator. Fees and expenses of the arbitrator, the cost of the hearing room, and the cost of a court reporter to provide a written transcript for the

arbitrator shall be shared equally by the parties. If either party desires a verbatim record of the proceedings, it shall pay for the cost of its copy.

6. The parties to this Agreement, in consideration of their mutual undertakings and obligation, mutually agree for the term of this agreement, that this Agreement represents a collectively bargained agreement between and among all of the parties and that no provision concerning this plan shall be raised as an issue in any other collective bargaining agreement, contract or negotiations between those exclusive representatives and the County of Champaign. It is further understood and agreed that this Agreement does not represent a collectively bargained agreement between the County of Champaign and its non-represented employees, either individually or collectively, nor does it represent any undertaking to bargain with any exclusive representative concerning insurance, health care, or any other benefit or provision with the retirees who are or were members of any bargaining unit.
7. The Health Insurance Committee shall be composed of sixteen (16) regular and four (4) alternative members appointed by the parties as follows:
 - a. The County Board shall appoint two (2) regular members of the Committee and one alternate as representatives of the Board;
 - b. The AFSCME and FOP unions shall each select four (4) regular members of the Committee and one alternate as representative of each respective union;
 - c. The County Administrator, Health Insurance Specialist, HR Generalist, and three (3) non-bargaining employees appointed by the County Administrator shall constitute the six (6) regular members of the Committee, and one alternate as representatives of administration;

Members of the Committee shall be appointed for a term of 2 years, unless sooner replaced by the appointing authority. Recognizing the need for stability in the Committee, each of the parties and participating groups agree insofar as it is practical to maintain the same representatives on the Committee for the term of this Agreement. Also recognizing the importance of this committee and the function of this committee attendance is mandatory, and absences must not exceed 2 or more in a one year period, except for emergency reasons. If it becomes necessary to permanently replace one of its previously designated representatives, such party or group will notify the co-chairs of the Committee in writing as soon as practical and not less than five (5) days prior to any regular Committee meeting.

8. The Committee shall determine its own internal structure, including arrangement for subcommittees and chairing of the Committee and subcommittees. Both Labor and Management shall be represented by co-chairs and within the membership of all subcommittees. Labor and Management Committee co-chairs shall be elected by majority vote of their regular Committee members.

9. The Committee shall meet on a bi-monthly basis from January through June, and shall meet on a monthly, semi-monthly or weekly basis, as determined by the Committee, from July through September. A special meeting of the Committee shall be called upon demand of any three of the regular members submitted in writing to the co-chairs. Meetings shall be called with a minimum of 10 working days written notice to the members. A quorum for any meeting of the Committee is established when at least nine (9) regular members of the Committee are present, and of those nine (9) there is at least one regular member from each represented bargaining unit and County administration in attendance.

Regular meetings of the Committee will be open to all signatories of this Agreement and outside agencies participating in the Champaign County Health Insurance Plan.

The Co-Chairs of the Committee shall present to the County Board Finance Committee of the Whole at its September meeting, the recommendation from the Health Insurance Committee for the Insurance Plan or Plans to be adopted for the ensuing fiscal year.

10. A designated committee member or the designated alternate (if attending due to the absence of a designated committee member) to the committee who are employees and who are on duty shall be granted time off work to attend Committee and subcommittee meetings and be paid at the appropriate rate when attending said meetings.
11. In the event that, after reasonable effort, the Health Insurance Committee is unable to reach agreement or the Insurance Plan is not approved by the County Board and the Committee, the Health Insurance Committee may be dissolved by the County Board or upon eight or more voting Committee members providing written notice of intent to withdraw from participation to the Committee Co-Chairs. Should fewer than eight Committee members request to dissolve the Committee, the Committee shall continue to function. In the event that such dissolution occurs, any party to this Agreement may demand to bargain over the issue of health insurance. Until the outcome of such negotiations is determined, the Insurance Plan shall remain unchanged as of the date of dissolution.
12. It is agreed and understood that the County of Champaign, being a unit of local government, that this Agreement and all actions, procedures, and processes under this Agreement are subject to all of the statutes and ordinances governing the conduct of units of local government, including but not limited to, requirements for bidding and contracting for the provisions of goods and services and compliance with all legal provisions for equal employment opportunity and affirmative action applicable to the County and any other party.
13. This Agreement shall remain in full force and effect for a period of three (3) years from the date hereof. This Agreement shall remain in effect from year to year after the expiration date unless one or more of the parties serves a thirty (30) day written notice on the others of their wish to modify or terminate this Agreement.

In the event that such notice is served, all parties to this Agreement agree to meet within sixty (60) days to begin good faith negotiations for a successor agreement. If no agreement can be reached within one hundred twenty (120) days after the parties begin good faith negotiations, the parties agree to request the services of a mediator through the Federal Mediation and Conciliation Services (FMCS) in an attempt to reach resolution in the dispute. If no agreement can be reached with the assistance of an FMCS mediator, the parties may then pursue the matter through interest arbitration. Until such resolution procedure is complete and final, this Agreement shall remain in full force and effect, and the Committee shall continue with the full participation from all parties to the Agreement.

In the event the Committee is ever dissolved, any party to this Agreement may demand to bargain over the issue of health insurance. Until the outcome of such negotiations is determined and until any impasse resolution procedure is complete, the Insurance Plan shall remain unchanged as of the date of dissolution.

APPENDIX B - DUES AUTHORIZATION FORM

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

I, _____ (insert your name), understand that under the U.S. Constitution I have a right not to belong to a union. By my signature I hereby waive this right and opt to join the IL FOP Labor Council.

I, _____ (insert your name), hereby authorize my Employer, County of Champaign/Champaign County Sheriff, 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 to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of my employment, if such a manner as it so directs.

Date: _____ Signed: _____
Address: _____
City: _____
State: _____ Zip: _____
Telephone: _____
Personal e-mail: _____

Employment Start Date: _____

Title: _____

Employer, please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council
Attn: Accounting
974 Clocktower 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. Please check with your tax preparer regarding deductibility.



APPENDIX C - GRIEVANCE FORM
(use additional sheets where necessary)

Date Filed: _____
Department: _____

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

Lodge No. / Year / Grievance No.

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

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

