ILLINOIS FOP LABOR COUNCIL

and

COUNTY OF UNION / UNION COUNTY SHERIFF

Union County Lodge #201
Deputy Bargaining Unit

December 1, 2008 – November 30, 2010

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PREAMBLE

This Agreement is entered into by the County of Union, a body politic, by its duly constituted County Board and the Sheriff of Union County, hereinafter referred to as the "Employer," and the Fraternal Order of Police, Union County Peace Officers, Lodge No. 201, and the Illinois F.O.P. Labor Council, hereinafter referred to as the "Union".

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

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

ARTICLE I - RECOGNITION

Section 1.1. Unit Description

The Employer hereby recognizes the Union as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on matters relating to wages, hours, and other terms and conditions of employment of all full-time sworn patrol officers in the bargaining unit. The bargaining unit shall include: All sworn merited Deputy Sheriffs and Deputy Sheriff/Dispatchers/Jailers in the rank of Captain and below, but excluding the Sheriff of Union County and all other non-sworn personnel and those as defined in the Illinois Public Labor Relations Act.

Section 1.2. Supervisors

Supervisors may continue to perform bargaining unit work, which is incidental to their jobs. They may also perform bargaining unit work in emergency situations and where such work is necessary to train a bargaining

unit officer. Such work by supervisors shall not cause any layoffs of the bargaining unit officers.

Section 1.3. Sheriff's Auxiliary

The Employer may continue to utilize the services of the Union County Sheriff's Police Auxiliary to perform bargaining unit work in accordance with Illinois statutes.

Section 1.4. Short-Term/Part-Time Employees

The Employer may continue to utilize the services of short-term and part-time employees to perform bargaining unit work in accordance with past practice, providing such use does not reduce regularly scheduled hours or benefits of officers covered by this Agreement.

ARTICLE II - VACANCIES

Section 2.1. Vacancies

Vacancies shall be created and filled in accordance with past practice using the established Merit Commission procedures without waiver thereof. The Sheriff shall fill vacancies for new positions or promotions by selecting a qualified person from an eligibility list created by the Merit Commission in accordance with its past practice.

ARTICLE III - NON-DISCRIMINATION

Section 3.1. Equal Employment Opportunity

The Employer will continue to provide equal employment opportunity for all officers, and develop and apply equal employment practices.

Section 3.2. Prohibition Against Discrimination

The Employer shall not discriminate against officers, and employment-related decisions will be based on qualifications and predicted performance in a given position without regard to race, color, sex, age, religion, or national origin of the officer; nor shall the Employer discriminate against officers as a result of activities on behalf of the Union or membership in the Union, or the exercise of constitutional rights. The Employer agrees to comply

with all applicable laws. Officers shall not be transferred, assigned or reassigned or have any of their duties changed for reasons prohibited by this Section.

Section 3.3. Union Membership or Activity

Neither the Employer nor the Union shall interfere with the right of officers covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against any such officers because of lawful Union membership or non-membership activity or status.

Section 3.4. Use of Masculine Pronoun

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

ARTICLE IV - MANAGEMENT RIGHTS

The Employer possesses the sole right to operate the Sheriff's Office of the County and all management rights repose in it.

Nothing herein shall affect the internal control authority of the Sheriff. Except as specifically amended, changed or modified by the Agreement, these rights include, but are not limited to, the following:

a) To direct all operations of the Employer;

b) To establish reasonable work rules and schedules of work;

c) To hire or promote from the Merit Commission eligibility list, transfer, schedule and assign officers in positions and to create, combine, modify and eliminate positions within the County;

d) To suspend, discharge and take other disciplinary action against officers under the established work rules and regulations of the Sheriff's Police and the provisions of this Agreement;

e) To lay off officers;

f) To maintain efficiency of Employer operations;

g) To introduce new or improved methods or facilities;

h) To change existing methods or facilities;

i) To determine the kinds and amounts of services to be performed as pertains to Employer operations; and the number and kind of classifications to perform such services;

j) To contract out for goods or services;

k) To determine the methods, means and personnel by which Employer operations are to be conducted;

l) To take whatever action is necessary to carry out the functions of the Employer in situations of emergency.

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

ARTICLE V - DUES DEDUCTION AND FAIR SHARE

Section 5.1. Dues Deduction

Upon receipt of a written and signed authorization form from an officer, the Employer shall deduct the amount of Union dues and initiation fee, if any, set forth in such form and any authorized increase thereof, and shall remit such deductions monthly to the Illinois Fraternal Order of Police Labor Council at the address designated by the Union in accordance with the laws of the State of Illinois. The Union shall advise the Employer of any increase in dues, in writing, at least thirty (30) days prior to its effective date.

Section 5.2. Fair Share

Any present officer who is not a member of the Union shall, as a condition of employment, be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process, contract administration in pursuing matters affecting wages, hours, and other conditions

of employment, but not to exceed the amount of dues uniformly required of members. All officers hired on or after the effective date of this Agreement and who have not made application for membership shall, on or after the thirtieth (30th) day of their hire, also be required to pay a fair share as defined above. The Employer shall, with respect to any officer in whose behalf the Employer has not received a written authorization as provided for above, deduct from the wages of the officer the fair share financial obligation, including any retroactive amount due and owing, and shall forward said amount to the Union on the tenth (10th) day of the month following the month in which the deduction is made, subject only to the following:

(1) The Union has certified to the Employer that the affected officer has been delinquent in his obligations for at least thirty (30) days;

(2) The Union has certified to the Employer that the affected Officer has been notified in writing of the obligation and the requirement for each provision of this Article and that the officer has been advised by the Union of his obligations pursuant to this Article and of the manner in which the Union has calculated the fair share fee;

(3) The Union has certified to the Employer that the affected officer has been given a reasonable opportunity to prepare and submit any objections to the payment and has been afforded an opportunity to have said objections adjudicated before an impartial arbitrator assigned by the officer and the Union for the purpose of determining and resolving any objections the officer may have to the fair share fee.

Section 5.3. Indemnification

The Union hereby indemnifies and agrees to save the Employer harmless against any and all judgments that may arise out of or by reason of any proper action taken by the Employer for the purpose of complying with the provisions of this Section.

ARTICLE VI - F.O.P. REPRESENTATIVES

For the purposes of administering and enforcing the provisions of this Agreement, the Employer agrees as follows:

Section 6.1. Convention or Conference Attendance

Officer(s) who are chosen as delegate(s) to an F.O.P. State or National Convention, upon written application approved by the Union and submitted to the Sheriff with at least fourteen (14) days notice, may be given a leave of absence for the period of time required to attend such Convention or Conference. This period of time shall not exceed one (1) week. The officer may be allowed to utilize any accrued vacation or other leave time. Any leave under this Section must be approved by the Sheriff before an officer may engage in the activity. The Sheriff may deny the leave for valid reasons stated in writing to the officer(s), which leave shall not be unreasonably denied.

Section 6.2. Union Negotiating Team

Members designated as being on the Union negotiating team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay. If a designated Union negotiating team member is in regular day-off status on the day of negotiations, he will not be compensated for attending the session. This provision shall not result in any overtime liability for persons attending or for persons who may be required to provide coverage for attending persons.

ARTICLE VII - SUBCONTRACTING

Section 7.1. General Policy

It is the general policy of the Employer to continue to utilize officers to perform work they are qualified to perform. However, the Employer reserves the right to contract out any work it deems necessary in the interests of economy, improved work product, or emergency, providing such subcontracting does not reduce hours or benefits of officers covered by this Agreement.

ARTICLE VIII - NO STRIKE

Section 8.1. No Strike Commitment

Neither the Union nor any officer will call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage, slow down, 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 the Union nor any officer shall refuse to cross any picket line, by whoever established.

Section 8.2. Performance of Duty

It is recognized that officers covered by this Agreement may be required in the line of duty to perform duties growing out of or connected with labor disputes, which may arise within the County. The Union agrees that no disciplinary action or other action will be taken by the Union against any officer covered by this Agreement by reason or any such action or conduct in the line of duty.

Section 8.3. Resumption of Operations

In the event of action prohibited by Section 1 above, the Union immediately shall disavow such action and request the officers to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Union, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

Section 8.4. Union Liability

Upon the failure of the Union to comply with the provisions of Section 2 above, any agent or official of the Union who is an officer covered by this Agreement may be subject to the provisions of Section 5 below.

Section 8.5. Discipline of Strikers

Any officer who violates the provisions of Section 1 of this Article shall be subject to immediate discharge. Any action taken by the Employer against any officer who participates in action prohibited by Section 1 above shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure, except that the issue of whether an officer in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure.

ARTICLE IX - RESOLUTION OF IMPASSE

All impasses on economic matters shall be resolved according to the provisions of Section 14 of the Illinois Public Labor Relations Act, except that all arbitration hearings shall be conducted in Jonesboro, Illinois.

ARTICLE X - BILL OF RIGHTS

If the inquiry, investigation or interrogation of a law enforcement officer results in the recommendation of some action, such as transfer, suspension, dismissal, loss of pay, reassignment, or similar action which would be considered a punitive measure, then, before taking such action, the Employer shall follow the procedures set forth in 50 ILCS 725/1-7 of the Illinois Compiled Statutes. The law enforcement officer may be relieved of duty and shall receive all ordinary pay and benefits as he would have if he were not charged. The officer shall have the right to be represented at such inquiries, investigations or interrogations by a Union representative.

ARTICLE XI - PERSONNEL FILES

Section 11.1. Personnel Files

The Employer shall keep a central personnel file within the bargaining unit for each officer. Employer is free to keep working files, but material not maintained in the central personnel file may not provide the basis for disciplinary or other action against an officer.

Section 11.2. Inspection

Upon request of an officer, the Employer shall reasonably permit an officer to inspect his personnel file subject to the following:

(a) Such inspection shall occur immediately following receipt of the request;

(b) Such inspection shall occur during daytime working hours Monday through Friday upon reasonable request;

(c) The officer shall not be permitted to remove any part of the personnel file from the premises but may obtain copies of any information contained therein upon payment for the cost of copying;

(d) Upon written authorization by the requesting officer, in cases where such officer has a written grievance pending, and is inspecting his file with respect to such grievance, that officer may have a representative of the Union present during such inspection and/or may designate in such written authorization that said representative may inspect his personnel file subject to the procedures contained in this Article;

(e) Pre-employment information, such as reference reports, credit checks or information provided the Employer with a specific request that it remain confidential, shall not be subject to inspection or copying;

(f) Material exempt from inspection by state or federal law shall be exempt from inspection and copying.

Section 11.3. Notification

Officers shall be given immediate notice by Employer when a formal, written warning or other disciplinary documentation is permanently placed in their personnel file.

Section 11.4. Limitation on Use of File Material

It is agreed that any material and/or matter not available for inspection, such as provided in Section 1 and 2 above, shall not be used in any manner or any forum adverse to the officer's interests, until the officer is notified of the use of the material and/or matter. Thereafter, the material shall be subject to reasonable inspection in conjunction with the proceeding to which it is related. Written reprimands or other documentation shall not be used in any manner or forum adverse to the employee's interests three (3) year after its issuance.

ARTICLE XII - DISCIPLINE AND DISCHARGE

Section 12.1. Discipline and Discharge

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

oral reprimand
written reprimand
demotion
suspension (notice to be given in writing)
discharge

Disciplinary action may be imposed upon an officer only for just cause. Any disciplinary action or measure imposed upon an officer shall be processed as a grievance through the regular grievance procedure. If the Employer has reason to reprimand an officer, it shall be done in a manner that will not embarrass an officer before the other persons.

Section 12.2. Limitation

The Employer's agreement to use progressive and corrective disciplinary action does not prohibit the Employer in any case from imposing discipline, which is commensurate with the severity of the offense. The Employer shall notify both the officer and Union of disciplinary action. Such notification shall be in writing and shall reflect the specific nature of the offense.

Section 12.3. Predisciplinary Meeting

For discipline other than oral and written reprimands, simultaneously with notifying the officer of the contemplated discipline to be imposed, the Employer shall notify the local Union of the meeting and then shall meet with the officer involved and inform the officer of the reason for such contemplated discipline, including any names of witnesses and copies of pertinent documents. The officer shall be informed of his contract rights to Union attendance, if requested by the officer, and the officer and Union Rep shall be given the opportunity to rebut or clarify the reasons for such discipline and further provided that a Union Rep shall be available within twenty-four (24) hours of notification. If the officer does not request Union representation, a Union representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings.

Section 12.4. Investigatory Interviews

Where the Employer desires to conduct an investigatory interview of an officer where the results of the interview might result in discipline, the Employer agrees to first inform the officer that the officer has a right to Union representation at such interview. If the officer desires such Union representation, no interview shall take place without the presence of a Union representative. The role of the Union representative is limited to assisting the officer, clarifying the facts and suggesting other officers who may have knowledge of the facts.

Section 12.5. Merit Commission

The Employer and the Union agree that the provisions of this Agreement relating to discipline, discharge, grievance procedures and arbitration shall be exclusive to similar procedures heretofore available under the Sheriff's Merit Commission. Provided, however, that nothing herein shall infringe on the function of the Sheriff's Merit Commission in testing applicants for new positions or promotions and creating eligibility lists for any such positions from which the Sheriff shall fill any such positions.

ARTICLE XIII - DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

Section 13.1. Definition of a Grievance

A grievance is defined as any unresolved difference between the Employer and the Union or any officer 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 13.2. Dispute Resolution

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

The officer shall make his complaint to his immediate supervisor within ten (10) days of the occurrence giving rise to the matter. The supervisor will notify the officer of the decision within two (2) 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 officer shall first complete his assigned work task, and complain later. In lieu of supervisory personnel, Step 1 of the grievance procedure will be heard by the Sheriff.

Section 13.3. Representation

Grievances may be processed by the Union on behalf of an officer or on behalf of a group of officers. The Employer may file contract grievances directly at Step 3, Section 8 of this Article. Either party may have the grievant or one grievant representing group grievants present at any step of the grievance procedure, and the officer is entitled to Union representation at each and every step of the grievance procedure upon his request. Grievances may be filed on behalf of two (2) or more officers only if the same facts, issues and requested remedy apply to all officers in the group.

Section 13.4. Subject Matter

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

Section 13.5. Time Limitations

Grievances may be withdrawn at any step of the grievance procedure without precedent. Grievances not appealed within the designated time limits will be treated as withdrawn grievances. The Employer's failure to respond within the time limits shall not find in favor of the grievant, but shall automatically advance the grievance to the next step, except Step 3. Time limits may be extended by written agreement; such extension shall be to a date certain.

Section 13.6. Grievance Processing

Reasonable time while on duty shall be permitted to Union representatives for the purpose of aiding or assisting or otherwise representing officers in the handling and processing of grievances or exercising other rights set forth in this Agreement, and such reasonable time shall be without loss of pay, except that no overtime liability shall be incurred by engaging in activity under this Section. Employer shall be notified of any intended absence in advance and may deny the intended absence where such absence may interfere with the operations of the Employer. No officer shall engage in activity under this Section without prior release being provided by the Sheriff, which shall not be unreasonably denied.

Section 13.7. Grievance Meetings

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

Section 13.8. Steps in Procedure

Disputes arising under this Agreement shall be resolved as follows:

Step 1. If no agreement is reached between the officer and the supervisor, as provided for in Section 2 Dispute Resolution, the Union shall prepare a written grievance on a form mutually agreed to and presented to the Sheriff and Chairman of the County Board no later than ten (10) working days after the officer was notified of the decision by the supervisor. Within five (5) working days after the grievance has been submitted, the Sheriff and Chairman of the County Board shall meet with the grievant and the Union Rep to

discuss the grievance and make a good faith attempt to resolve the grievance. The Sheriff and Chairman of the County Board shall respond in writing to the grievant and the Union Rep within five (5) working days following the meeting.

Step 2. If the grievance is not settled at Step 1 the grievance may be referred in writing, within five (5) working days after the decision of the Sheriff and Chairman of the County Board, to a Committee consisting of the Sheriff and all members of the County Board. Within twenty (20) working days after the grievance has been filed with the Committee, the Committee shall meet with the Union and the grievant to discuss the grievance and make a good faith effort to resolve the grievance. The Committee shall respond in writing to the grievant and the Union within five (5) working days following the meeting.

Step 3. If the dispute is not settled at Step 2, the matter may be submitted by the Union to arbitration within ten (10) working days after the Committee's written decision or the expiration of the five (5) day period if the Committee fails to render a written decision. Within ten (10) working days after the matter has been submitted to arbitration a representative of the Employer and the Union shall meet to select an arbitrator from a list of mutually agreed-to arbitrators. If the parties are unable to agree on an arbitrator within ten (10) working days after such meeting, the parties shall request the American Arbitration Association to submit a list of seven (7) arbitrators. Either party shall have the right to reject an entire list of arbitrators. The arbitrator shall be selected from the list of seven (7) by alternate strikes by the employee representative and the Union. The Employer and the Union shall take turns as to the first strike. The person whose name remains on the list shall be the arbitrator, provided that either party before striking any names shall have the right to reject one (1) of the arbitrators on the list. The arbitrator shall be notified of his selection by a joint letter from the Employer and the Union. Such letter shall request the arbitrator to set a time and a place for the hearing subject to the availability of the Employer and a Union representative and shall be notified of the issue where mutually agreed by the parties. All hearings shall be held in the city of Jonesboro, Illinois, unless otherwise agreed to.

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

The Employer or Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its witness. Once a determination is made that the matter is arbitrable, or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute.

The expenses and fees of arbitration and the cost of the hearing room shall be shared equally by the Employer and Union. Costs of arbitration shall include the arbitrator's fees, room cost and transcription costs. Nothing in this Article shall preclude the Employer and Union from agreeing to use the expedited arbitration procedures of the American Arbitration Association. 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 officer(s) involved. The arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of the Agreement.

Section 13.9. Waiver of Procedure

Any officer who uses this procedure waives all other review procedures that the officer or the Council may possess to review the allegations raised by the grievance. An officer who seeks to process a matter grievable hereunder, under any other procedure waives all rights to review the allegations that may be raised by a grievance filed hereunder. The Council agrees not to process such a grievance under this Agreement.

ARTICLE XIV - SENIORITY

Section 14.1. Definition of Seniority

As used herein, the term "seniority" shall refer to and be defined as the continuous length of service or employment covered by this Agreement from the date of last hire.

Section 14.2. Probation Period

An officer is a "probationary officer" for his first twelve (12) months of employment. No matter concerning the discipline, layoff, or termination of a probationary officer shall be subject to the grievance and arbitration

procedures. A probationary officer shall have no seniority, except as otherwise provided in this Agreement, until he has completed his probationary period. Upon the completion of his probationary period, he will acquire seniority from his date of hire.

Section 14.3. Seniority List

The Employer and Union have agreed upon the initial seniority list setting forth the present seniority dates for all officers covered by this Agreement and shall become effective on or after the date of execution of this Agreement. Such lists shall finally resolve all questions of seniority affecting officers covered under this Agreement or employed at the time the Agreement becomes effective. Disputes as to seniority listing shall be resolved through the grievance procedure. The initial agreed list is attached hereto as Exhibit B and made a part hereof.

Section 14.4. Termination of Seniority

An officer shall be terminated by the Employer and his seniority broken when he:

(a) quits; or

(b) is discharged for just cause; or

(c) is laid off pursuant to the provisions of the applicable agreement for a period of twenty-four (24) months; or

(d) accepts gainful employment while on an approved leave of absence from the Sheriff's Department; or

(e) is absent for three (3) consecutive scheduled work days without proper notification or authorization; or

(f) fails to return to work at the conclusion of an approved leave of absence for a period of three (3) consecutive days.

Section 14.5. Seniority While on Leave

Officers will not continue to accrue seniority credit for all time spent on authorized unpaid leave of absence.

Section 14.6. Conflicts in Vacation

Officers shall select the period of their annual vacation on the basis of seniority. Vacation schedules may be adjusted to accommodate seasonal operations, significant revision in organization, work assignments or the number of personnel in particular ranks. Provided however, that no more than one (1) officer from each shift may take vacation at the same time and no officer shall receive priority for more than two (2) weeks vacation per year.

Section 14.7. Intradepartmental Transfers

When an employee transfers between the dispatch division and the patrol division, he shall move to the salary step nearest to his then-current step, which would yield a salary increase. Such employees shall serve a one-year probationary period during which he may be returned to his prior dispatch position at the discretion of the Employer. Transferred employees shall move from step to step on the anniversary date of their transfer. Employees shall continue to accrue vacation and sick leave based on his entry date into the bargaining unit. Entry date into the division shall dictate such intradivision items as vacation preference, shift selection (if applicable), and turnsheet position.

Section 14.8. Shift Bidding by Seniority

Employees covered by this Agreement shall select their shift assignments and days off on the basis of seniority. Shifts shall be bid annually, and such changes shall be effective of the first day of the first pay period in December of each year. No overtime obligation will result from such shift changes. Vacancies (whether caused by transfer, new hire, resignation, or other reasons) within the bargaining unit shall also be filled mid-year through such seniority bidding.

ARTICLE XV - LAYOFF

Section 15.1. Layoff

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

part-time officers shall be laid off first, then officers shall be laid off in accordance with their seniority. The officers with the least amount of seniority shall be laid off first. All officers shall receive notice in writing of the layoff at least thirty (30) days in advance of the effective date of such layoffs. No officer will be hired to perform or permitted to perform those duties normally performed by an officer while any officer is on layoff status.

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

Section 15.2. Recall

Officers shall be recalled from layoff within each particular job classification according to their seniority. No new officers at all shall be hired until all officers on layoff in that particular job classification desiring to return to work shall have been given the opportunity to return to work. Recall rights under this provision shall terminate twenty-four (24) months after layoff. In the event of recall, eligible officers shall receive notice of recall either by actual notice or by certified mail, return receipt requested. It is the responsibility of all officers eligible for recall to notify the Sheriff of their current address. Upon receipt of the notice of recall, officers shall have five (5) working days to notify the Sheriff of their acceptance of the recall. The officer shall have five (5) working days thereafter to report to duty.

ARTICLE XVI - INDEMNIFICATION

Section 16.1. Employer Responsibility

The Employer shall be responsible for, hold officers harmless from and pay for damages or monies, which may be adjudged, assessed or otherwise levied against any officer covered by this Agreement.

Section 16.2. Legal Representation

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

Section 16.3. Cooperation

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

Section 16.4. Applicability

The Employer will provide the protections set forth in Section 1 and Section 2 above, so long as the officer is acting within the scope of his employment and where the officer cooperates, as defined in Section 3, with the Employer in defense of the action or actions or claims.

ARTICLE XVII - HOLIDAYS

Section 17.1. Paid Holidays

Except in cases of emergency, all officers covered by this Agreement shall receive holidays annually as set by the County Board, The County Board will undertake a "buy back" of uncompensated holidays earned by employees of the Sheriff's Office, at straight time. The maximum number of holidays each officer may hold in an uncompensated bank will be four (4). Scheduling of holiday time off will be in accordance with Article XXI, Section 5 of this Agreement. The Sheriff and his officers will make a good faith effort to accomplish scheduling and compliance with this provision and the approval of an officer's request to implement this amendment will not be unreasonably withheld by the Sheriff.

Section 17.2. Personal Days

In addition to the above cited holidays, employees covered by this Agreement shall receive three (3) personal days per year.

ARTICLE XVIII - VACATIONS

Section 18.1. Vacation Leave

All full-time officers shall earn vacation time. Officers on leave of absence or layoff shall not accrue vacation time. Eligible officers shall earn vacation time in accordance with the following schedule:

All regular officers within the bargaining unit shall be entitled to vacation time with pay under the following schedule:

One (1) through ten (10) years service	two (2) weeks
Ten (10) years service	three (3) weeks

Eleven (11) years service and beyond	three (3) weeks plus one normal work day of vacation per year of service to a maximum of four (4) weeks (160 hours) of vacation

It is agreed that the intent of this Article is to provide vacations to eligible officers who have been consistently employed. Consistent employment shall be construed to mean the receipt of earnings or compensation consisting of workmen's compensation in at least seventy-five percent (75%) of the pay periods within the year immediately preceding the officer's anniversary date. No officer shall be eligible to receive any benefits under this Article if he quits or resigns from the employment of the Employer without giving two (2) weeks notice in writing of his intention to resign.

Section 18.2. Vacation Pay

All vacation leave will be paid for at the regular hourly rate.

Section 18.3. Vacation Requests

Except for an occasional day which is taken as vacation leave, all officers must submit, in writing, to the Sheriff, a schedule of designed vacation prior to February 1st of each year. Conflicts in scheduling will be resolved in favor of the most senior officer. At least one day's notice shall be given for a one day's leave. The Sheriff shall have the right to alter any schedule if he deems it to be for the best interest of the Department to do so. No officer shall be entitled to priority in selecting his vacation for more than two (2) weeks in each calendar year.

Section 18.4. Vacation Carry Over

When officers have vacation canceled through no fault of their own, officers shall be permitted to carry a maximum of three (3) weeks over from year to year. Any vacation time exceeding three (3) weeks as of November 30th shall be paid in cash with the first paycheck in December.

Section 18.5. Payment of Accrued Vacation

When an officer terminates employment with the Employer, he shall be paid for all unused vacation accrued during the prior fiscal year, and any amount

for the current year pro-rated to the portion of the current year that has elapsed.

ARTICLE XIX - SICK LEAVE

Section 19.1. Allowance

It is the policy of Union County to provide protection for its full-time officers against loss of income because of illness. All eligible officers are encouraged to save as much sick leave as possible to meet serious illness situations. Sick leave is not intended for a (1) one-day vacation nor to be used to extend vacation periods or holidays. Any officer contracting or incurring any non-service connected sickness or disability, which renders such officer unable to perform the duties of his employment, shall receive sick leave with pay in accordance with this Agreement. In accordance with past practice, sick leave may be used for the care of members of the employee's immediate family.

Section 19.2. Accumulation

Sick leave will be granted at the rate of one (1) sick day per month of service. Sick leave may be accumulated and carried over from year to year indefinitely. Upon layoff, retirement, or resignation, no more than ninety (90) days accumulated sick leave shall be paid to the employee. Any sick leave paid at retirement cannot be used for calculating service credit in accordance with Illinois Municipal Retirement Fund guidelines.

Section 19.3. Qualification Periods

Sick leave payments will begin only after the third day of illness, except in the case of hospitalization or in the case where the officer has accumulated more than fifteen (15) sick days.

Section 19.4. Procedures

No officer will be permitted to take leave if it has not yet been earned. Sick leave shall be paid at full pay at the current rate of compensation. Sick leave may be utilized by officers when they are sufficiently ill so that good judgment would determine it best not to report to work or in the event of injury not arising out of or in the course of their employment and for routine medical and dental appointments. All foreseeable leave for such purposes shall require a specific prior approval of the Sheriff; in the event of sick leave for any purpose, the Sheriff may require the certificate of a physician giving information as to the

circumstances involved. Officers who are unable to return to work upon expiration of sick leave benefits and all other authorized benefit time must request a leave of absence without pay. Non-paid sick leave shall be equivalent to the total accumulated sick leave available on the first day of illness, or thirty (30) calendar days, whichever is greater. Failure to apply for a leave of absence for extended illness upon expiration of all such benefits will result in automatic termination.

Any absence of three (3) working days or longer may require a physician's statement of release and verification substantiating that he may return to work. In addition, the Sheriff may request a physician's statement of verification of absence of shorter periods of time. The Sheriff may also require the officer to be examined by a physician of the Sheriff's choice and at the expense of the Employer. Notice of an officer's desire to return to work after an extended illness must be given to the Sheriff no less than twenty-four (24) hours in advance. The Sheriff or any authorized supervisor may direct an officer who appears ill to leave work to protect the health of other officers. Compliance with such an order will not be charged to sick leave for the first day. An officer shall be paid sick leave equivalent to the normally scheduled straight time day.

The Sheriff shall maintain a record of sick leave accrual, sick leave taken, and the balance of sick leave allowance available for the individual officers.

Section 19.5. Sick Leave Abuse Sanctions

For the purposes of the provisions contained in this Article, "abuse" of sick leave is the utilization of such for reasons other than those stated in Section 1 of this Article. Upon sufficient evidence of the abuse of such sick leave, the officer shall not be paid for such leave taken nor shall the officer accrue any rights such as seniority or other rights. Sufficient evidence of abuse shall be presumed if the officer is found not to be at home or the officer cannot establish that he has sought medical treatment. Continued "abuse" of sick leave shall subject the officer to disciplinary action pursuant to the terms of this Agreement. All officers agree to cooperate fully with the Department in verifying illness.

ARTICLE XX - LEAVES OF ABSENCE

Section 20.1. Discretionary Leave

(a) The Sheriff may grant leaves of absence, without pay or salary, to officers under his supervision for job-related reasons (such as further training or study), which will enable officers to perform their usual and customary duties with greater efficiency and expertise, or for other valid reasons (such as prolonged illness of the officer, his spouse, or his child or children, or childbirth).

(b) The Sheriff may assure an officer who is granted such leave, that the officer's position, or job, will be restored to him at the conclusion of such leave; provided, however, that the officer's employment by the County might, and could, be terminated if, during the period of such leave, the officer's position, or job, were to be eliminated by action of the County Board or the enactment or amendment of state or federal legislation would result in the elimination of such position or job. In that event, any person hired to fill the officer's position, or to perform his usual and customary duties during the officer's leave will be discharged so as to permit such officer to resume employment.

(c) No leave shall be granted for a period exceeding one-hundred and eighty (180) consecutive calendar days, nor shall any officer be granted a leave, or leaves, totaling more than one-hundred and eighty (180) days in a given calendar year without the approval of the County Board.

(d) An officer on leave will not accrue any benefits whatsoever.

Section 20.2. Absence Due to Death in Immediate Family

(a) In the event of the death of an immediate family member, an officer shall be permitted to be absent from his job for an appropriate number of days up to three (3) days per year with the Sheriff's approval, and for each such day's absence, the officer shall receive compensation at his normal rate of pay. If the officer desires to be absent for more than three (3) days, he may utilize previously earned, unused, vacation days and receive compensation for each such additional day's absence at his normal rate of pay, provided that the Sheriff approves such additional absence.

(b) Any absence to attend the funeral of anyone who is not a member of an officer's immediate family may be arranged with the Sheriff, without pay, but previously earned and unused vacation days may be utilized in such case with the consent of the Sheriff.

Section 20.3. Jury Duty

An officer required to serve on a grand jury or petit jury shall be granted leave for the period required to serve on such jury without loss of pay. Such officers shall sign a waiver of any compensation otherwise due them for service on such jury.

Section 20.4. Prohibition Against Misuse of Leaves

During any leaves granted pursuant to the terms of this Agreement, regardless of being with or without pay, an officer may not be gainfully employed or independently self-employed without prior approval by the Employer. Violation of the provisions contained within this Agreement shall subject the officer to immediate discharge and loss of all benefits and rights accrued pursuant to the terms of this Agreement.

Section 20.5. Short-Term Military Leave

The Employer agrees to abide by state and federal law as currently written and as may be amended from time to time. The Employer may opt to provide additional benefits for members serving in the military, however, the Employer shall never provide less than required by State and Federal law.

Section 20.6. Injury Leave

An officer who sustains injuries arising out of and in the course of this employment shall be covered by the provisions of 5 ILCS 345/1, Illinois Compiled Statutes. No officer will lose any benefits during the statutory period while injured on duty, and will continue to accumulate all benefits provided by this memorandum. Officers on injury leave may be returned to light duty if able to perform the work and placed at the discretion of the Department.

ARTICLE XXI - HOURS OF WORK AND OVERTIME

Section 21.1. Work Day and Work Week

The normal work day shall be defined as ten consecutive hours for road deputy sheriffs and dispatchers. The normal work week shall be defined as four

consecutive work days for deputy sheriffs and dispatchers. All time in excess of the hours worked in the normal work day and normal work week, forty (40) hours, Sunday through Saturday, shall be compensated as provided in Section 2. The definition of the normal work day or the normal work week may be made only by mutual agreement between the Union and the Employer. An exception to the definition of the normal work week may be made for any deputy sheriff assigned to a "relief deputy" schedule.

Each officer shall be allowed a thirty (30) minute meal period per tour of duty. This meal period shall be considered out of service time during which the officer will be subject only to priority calls. Officers will be allowed to take periodic coffee breaks as long as they are not out of service and properly perform their assignments.

Section 21.2. Overtime Payment

All overtime in excess of the hours required of an officer by reason of the officer's regular duty, as noted in Section 1, whether of an emergency nature or of a non-emergency nature, shall be paid at one and one-half (1-1/2) times his/her actual hourly rate of pay for work performed in excess of hours in a given work day payable in excess of forty (40) hours. Hours worked in this Section and in Section 1 above include hours compensated for furlough/vacation and holidays. Compensatory time may be paid in lieu of overtime payment if the officer in his discretion so elects. Compensatory time will be calculated at the same rate as overtime pay. Overtime rate shall be computed on the basis of completed fifteen (15) minute segments. Comp time shall be granted at such times and in such time logs as are mutually agreed upon between the involved officer and a supervisor; permission to utilize comp time shall not be unreasonably denied by the supervisor if operational requirements will not be adversely affected. Comp time shall be granted in blocks of that officer's normal tour of duty.

In the event an emergency is declared by the Employer as many of the officers shall be continued on duty for such number of hours as may be necessary.

It is understood that training assigned by the Employer is considered time worked for the purposes of this section. Additionally, time spent in transit on extradition trips beyond the hours in the normal work day are subject to overtime compensation.

Section 21.3. Call Back

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

Section 21.4. Court Time

Officers covered by this Agreement required to attend court outside their regularly scheduled work hours shall be compensated at the overtime rate with a minimum of two (2) hours.

Section 21.5. Work Schedule

Work schedules showing the officer's normal shifts, work days, and hours for the quarter shall be posted on all department bulletin boards at all times, fourteen (14) days prior to beginning of schedule. Officers shall not have their schedules changed in order to accommodate the scheduling of part-time/auxiliary employees or to avoid payment of overtime pay.

Section 21.6. Voluntary Assignments/Extra Shifts

Voluntary overtime assignments or extra shifts (including extradition assignments) within a division shall be offered to officers on the basis of seniority and needs of the Employer through use of a turnsheet. When an overtime shift occurs, the officer shall be contacted by phone. If the officer accepts the assignment or refuses, his name shall go to the bottom of the turn sheet. In the event of a refusal or unavailability, the next officer on the turn sheet shall be called. The Employer reserves the right to assign overtime when volunteers are not available, or if a special need of the Employer exists. Assignments requiring specialized skills or certifications (i.e. DARE, canine, etc.) are not subject to the turnsheet.

ARTICLE XXII - INSURANCE AND PENSION

Section 22.1. Insurance

The current coverage for health and life insurance shall remain in full force and effect during the length of the Agreement. In the event coverage is canceled through no fault of Employer, the Employer agrees to provide at least

the same premium dollar for individual coverage as it is providing now in replacing the health and life insurance plan. No contribution shall be made by Employer toward dependent coverage premiums.

The Employer shall reimburse said officers for any deductible assessed up to a limit of $150.00, if said deductible is applied to any one (1) illness or disability. Effective December 1, 2006, the Employee responsibility for deductibles will increase from $100.00 to $300.00, and the Employer shall reimburse said officers for any deductible above $300.00.

Section 22.2. Pensions

Employer shall continue to contribute on behalf of the officers to the Illinois Municipal Retirement Fund in the amount the Employer is required to contribute by state statute.

ARTICLE XXIII - LABOR MANAGEMENT/SAFETY COMMITTEE

Section 23.1. Labor Management Conferences

The Union and the Employer mutually agree that in the interest of efficient management and harmonious officer relations, it is desirable that meetings be held between Union representatives and responsible administrative representatives of the Employer. Such meetings may be requested at least seven (7) days in advance by either party 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 shall be limited to:

(a) Discussion of the implementation and general administration of this Agreement.

(b) A sharing of general information of interest to the parties.

(c) Notifying the Union of changes in non-bargaining conditions of employment contemplated by the Employer, which may affect officers.

(d) Discussion of pending grievances on a non-binding basis to attempt to adjust such grievances and to discuss procedures for avoiding further grievances.

(e) Items concerning safety issues.

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

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

Section 23.2. Integrity of Grievance Procedure

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

Section 23.3. Safety Issues

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

Section 23.4. Attendance by Union Representative

When absence from work is required to attend labor-management conferences, officers shall, before leaving their work station, give reasonable notice to and receive approval from, their supervisor in order to remain in pay status. Supervisors shall approve the absence except when absence interferes with Employer's operations or in emergency situations. Employees attending such conferences shall be limited to two (2). Attendance shall not result in any overtime liability for Employer.

ARTICLE XXIV - BULLETIN BOARDS

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.

ARTICLE XXV - GENERAL PROVISIONS

Section 25.1. F.O.P. Representative Visits

Authorized representatives of the National or State Union shall be permitted to visit the Department during working hours to talk with officers of the local Union and/or representatives of the Employer concerning matters covered by this Agreement. Such visits shall not interfere with the operations of Employer and notice shall be provided to the Sheriff prior to the Union engaging in such activity.

Section 25.2. F.O.P. Examination of Records

The Union or a representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any officer whose pay is in dispute or any other records of the officer pertaining to a specific grievance, at reasonable times with the officer's consent.

Section 25.3. Dry Cleaning

The Sheriff of Union County and Union County, Illinois, shall provide dry-cleaned uniforms for officers of the Sheriff during the life of this Agreement. Dispatchers are entitled to have two (2) uniforms dry cleaned per week to be paid out of the above amount.

Section 25.4. Damaged Personal Equipment

The Employer agrees to repair or replace as necessary an officer's eyeglasses, contact lenses, prescription sunglasses, watches (up to a value of $150.00), or other items of personal equipment, if such are damaged or broken, if during the course of the employee's duties the employee is required to exert physical force or is attacked by another person. Incident is to be documented with immediate supervisor.

Section 25.5. Required Inoculations

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

Section 25.6. Work Rules

Work rules of the Union County Sheriff which are not in conflict with this Agreement shall continue in full force and effect.

Section 25.7. Ballistic Vests

Patrol Deputies covered by this Agreement shall be furnished a ballistic vest by the Employer. This vest shall be replaced during the sixth year following its initial issue.

Section 25.8. Squad Meetings

Road deputies shall be required to attend squad meetings with the Sheriff as a group no more than once per month and no less than bi-monthly on dates scheduled by the Sheriff. A deputy may be excused from such meetings when circumstances beyond the deputy's control exist. The deputies shall be paid straight time for such attendance but not in addition to pay being received at the time of such meetings.

Section 25.9. Uniforms/Maintenance Allowance

Employees performing patrol/road duties covered by this agreement shall receive an annual allowance of $200.00 to pay for purchase and maintenance of uniform items and equipment not normally provided by the Employer. Such funds shall be used through the use of vouchers or purchase orders, and up to $200.00 of the maintenance allowance may be carried over from year to year, to a maximum of $400.00.

Section 25.10. Shift Differential

A shift differential shall be paid to employees working between the hours of 4:00 P.M. and 6:00 A.M. at the rate of fifty cents (50¢) per hour.

ARTICLE XXVI - MAINTENANCE OF STANDARDS

Section 26.1. Maintenance of Standards

Any and all economic benefits which the Employer is obligated to provide are contained in this Agreement. Any such benefits which are not contained in this Agreement cease to exist upon execution of this Agreement, provided the Union has six (6) months from execution of this Agreement to raise any economic benefit inadvertently omitted from this Agreement which existed prior to execution. Should there exist any economic benefits inadvertently omitted, the parties agree to meet to negotiate within 90 days of their exclusion from this Agreement. All other non-economic past practices are extinguished upon execution of this Agreement unless incorporated in this Agreement.

ARTICLE XXVII - SUBSTANCE ABUSE TESTING

Section 27.1. Statement of County Policy

It is the policy of the Employer that the public has the reasonable right to expect persons employed by the Employer to be free from the effects of drugs and alcohol at all times. The Employer has the right to expect its officers to report for work fit and able for duty and to abide by all the laws. The purposes of this policy shall be achieved in such a manner as to not violate any established rights of the officers.

Section 27.2. Prohibitions

Officers shall be prohibited from:

(a) consuming or possessing alcohol at any time during the work day or anywhere on any County premises or job sites, including all County buildings, properties, vehicles and the officer's personal vehicle while engaged in County business, except as required in the line of duty, or illegal drugs at any time and any place except as required in line of duty;

(b) illegally selling, purchasing or delivering any illegal drug, at any time or place, except as required in the line of duty;

(c) being under the influence of alcohol during the course of the work day;

(d) failing to report to their supervisor any known adverse side effects of medication or prescription drugs, which they are taking.

Section 27.3. Drug and Alcohol Testing Permitted

Where Employer has reasonable suspicion to believe that an officer is then under the influence of alcohol or illegal drugs during the course of the work day, Employer shall have the right to require the officer to submit to alcohol or drug testing as set forth in this Agreement. A supervisor must certify his reasonable suspicions concerning the affected officer prior to any order to submit to the testing authorized herein. There shall be no random or unit-wide testing of officers, except random testing of an individual officer as authorized in Section 8 below. The foregoing shall not limit the right of Employer to conduct such test as it may deem appropriate for persons seeking employment as officers prior to their date of hire. Officers shall disclose the use of prescription drugs, to the Sheriff, if in the opinion of the prescribing physician, the drug may affect the officer in the performance of his duty.

Section 27.4. Order to Submit to Testing

At the time an officer is ordered to submit to testing authorized by this Agreement, the Employer shall provide the officer with 2 written notice of the order, setting forth all of the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. The officer shall be permitted an opportunity to consult with a representative of the FOP or legal counsel at the time the order is given. No questioning of the officer shall be conducted without first affording the officer an opportunity to consult FOP or legal counsel. Refusal to submit to such testing may subject the officer to discipline, but the officer's taking of the test shall not be construed as a waiver of any objection or rights that he may have.

Section 27.5. Tests to be Conducted

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

(a) use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);

(b) insure that the laboratory or facility selected conforms to all NIDA standards;

(i) require that with regard to alcohol testing, for the purpose of determining whether the officer is under the influence of alcohol, test results that show an alcohol concentration of .10 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive (Note: the foregoing standard shall not preclude the Employer from attempting to show that test results below .10 demonstrate that the officer was under the influence, but the Employer shall bear the burden of proof in such cases;

(j) provide each officer tested with a copy of all information and reports received by the County in connection with the testing and the results;

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

Section 27.6. Right to Contest

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

Section 27.7. Voluntary Requests for Assistance

The Employer shall take no adverse employment action against an officer who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, provided the officer voluntarily discloses his problem prior to detection of the problem. The Employer shall make available through its Employee Assistance Program a means by which the officer may obtain referrals and treatment. First time voluntary requests shall be confidential and any information received by the Employer, through the EAP in the first instance, shall not be used in any manner adverse to the officer's interests. This Section only provides protection to officers for the first instance of alcohol or

(c) establish a chain of custody procedure for both sample collection and testing that will insure the integrity of the identity of each sample and test result. No officer covered by this Agreement shall be permitted at any time to become a part of such chain of custody;

(d) collect a sufficient sample of the same bodily fluid or material from an officer to allow for initial screening, a confirmatory test, and a sufficient amount to be set aside reserved for later testing if requested by the officer;

(e) collect samples in such a manner as to preserve the individual officer's right to privacy, insure a high degree of security for the sample and its freedom from adulteration. Officers shall not be witnessed by anyone while submitting a sample, except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable belief that the officer will attempt to compromise the accuracy of the testing procedure.

(f) confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography, plus mass spectrometry or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug metabolites;

(g) provide the officer tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the officer's own choosing, at the officer's own expense; provided the officer notifies the Sheriff within seventy-two (72) hours of receiving the results of the tests;

(h) require that the laboratory or hospital facility report to the Employer that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Employer inconsistent with the understandings expressed herein (e.g. billings for testing that reveal the nature or number of tests administered), the Employer will not use such information in any manner or forum adverse to the officer's interests;

drug-related problems. Officers may utilize accrued paid leave for treatment under this Section.

Section 27.8. Discipline

Officers who test positive on both the initial and confirmatory tests for illegal drugs may be subject to discipline. The officer will be entitled to assert during any disciplinary process and the Merit Commission will have the right to consider that treatment in lieu of or in addition to some disciplinary action is appropriate. In the first instance prior to detection by Employer that an officer is found to be under the influence of alcohol, and all officers who voluntarily seek assistance with drug and/or alcohol related problems prior to detection by the Employer, shall not be subject to any disciplinary action by the Employer. The foregoing is conditioned upon:

(a) the officer agreeing to appropriate treatment as determined by the physician(s) involved;

(b) the officer discontinues his use of illegal drugs or abuse or alcohol;

(c) the officer successfully completes the course of treatment prescribed, including an "after-care" group for a period of up to (12) twelve months, or as prescribed by a physician if longer than (11) eleven months;

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

Officers who do not agree to the foregoing, or who test positive a second or subsequent time for the presence of illegal drugs, or for the presence of alcohol during the hours of work shall be subject to discipline, up to and including discharge. The foregoing shall not be construed as an obligation on the part or the Employer to retain an officer on active status throughout the period of rehabilitation if it is appropriately determined that the officer's current use of alcohol or drugs prevents such individual from performing the duties of a police officer or whose continuance on active status would constitute a direct threat to the property or safety of others. Officers shall be afforded the opportunity to utilize accumulated paid leave or take an unpaid leave of absence pending treatment as to the first instance of a violation. The foregoing shall not limit the Employer's right to discipline officers for misconduct provided such discipline shall not be increased or imposed due to alcohol or drug abuse.

Officers who are taking prescribed or over-the-counter medication that has adverse side effects which may interfere with the officer's ability to perform his normal duties may be temporarily reassigned with pay to other more suitable police duties or relieved of duty utilizing accumulated paid time as available, if mutually agreed.

ARTICLE XXVIII - SAVINGS CLAUSE

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted federal or state legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

ARTICLE XXIX - COMPLETE AGREEMENT

The parties acknowledge that during the negotiations, which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE XXX - DURATION AND SIGNATURE

Section 30.1. Term of Agreement

The Agreement shall be effective from December 1, 2008 and shall remain in full force and effect until November 30, 2010. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party to the other not more than one-hundred and twenty (120) days nor less than ninety (90) days prior to expiration. The notices referred to shall be considered to have been given as of the date, shown on the postmark, written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

Section 30.2. Continuing Effect

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

Section 30.3. Reopener

The parties agree that if either side decides to reopen negotiations making any changes in the Agreement, the other party may so notify the other at least ninety (90) days and no more than one-hundred and twenty (120) days prior to the expiration of this Agreement or the extension thereof. In the event such notice to negotiate is given, then the parties shall meet not later than ten (10) days after the date of receipt of such notice, or at such reasonable times as are agreeable to both parties for the purposes of negotiation. All notices provided for in this Agreement shall be served upon the other party by registered mail, return receipt requested.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this

_____ day of _____, 2009.

FOR THE EMPLOYER

_____
County Board Chairman

_____
Sheriff

_____

_____
County Clerk
(Seal)

FOR THE UNION:

_____
Bargaining Committee Member

_____
Bargaining Committee Member

_____
Bargaining Committee Member

_____
Chief Negotiator
Illinois FOP Labor Council

APPENDIX A - WAGE RATES/LONGEVITY

The Employer and the Union, hereby agree that the wage and longevity provisions of a two-year contract running from December 1, 2008, through November 30, 2010, shall be as follows:

1. Each employee covered by this agreement shall be paid according to the wage scale shown in appendix "A" commencing on December 1, 2005.

2. Each employee covered by this agreement shall be paid according to the wage scale shown in appendix "A" commencing on December 1, 2008.

3. Each employee covered by this agreement shall be paid according to the wage scale shown in appendix "A" commencing on December 1, 2009.

4. In addition, the previously existing 1% step increase shall be maintained for each officer.

5. The entry level wage for officers covered by this Agreement shall be:

Effective 12/1/08:	Road Deputy	$27,828.80
	Dispatcher	$26,828.80
Effective 12/1/09:	Road Deputy	$29,019.81
	Dispatcher	$28,019.81

6. Probationary salaries shall be increased by $1,000 annually for any employee who has completed state-required training (i.e. Police Training Institute or Corrections Academy).

7. The Sheriff will have the latitude to start a new employee at higher pre-base steps (6-12 months, 12-18 months, 18-24 months) depending upon prior service, experience or training. Such an employee will advance in the steps at six month increments until he has two years of service completed, at which time he will be paid at the two year base rate.

8. Rank/Assignment Differential shall be paid to officers in the following classifications. Differentials shall be added to the officer's base pay.

Captain: $225.00 per month

Lieutenant:	$175.00 per month
Sergeant:	$150.00 per month
Investigator:	$150.00 per month

Patrol

Years of Service	12/1/2007	12/1/2008	12/1/2009
0-6 mos.	$26,520.00	$27,828.80	$29,019.81
6-12 mos.	$27,520.00	$28,828.80	$30,019.81
12-18 mos.	$28,520.00	$29,828.80	$31,019.81
18-24 mos.	$29,520.00	$30,828.80	$32,019.81
2	$32,720.00	$34,028.80	$35,219.81
3	$33,047.20	$34,369.09	$35,572.01
4	$33,374.40	$34,709.38	$35,924.20
5	$33,701.60	$35,049.66	$36,276.40
6	$34,028.80	$35,389.95	$36,628.60
7	$34,356.00	$35,730.24	$36,980.80
8	$34,683.20	$36,070.53	$37,333.00
9	$35,010.40	$36,410.82	$37,685.19
10	$35,337.60	$36,751.10	$38,037.39
11	$35,664.80	$37,091.39	$38,389.59
12	$35,992.00	$37,431.68	$38,741.79
13	$36,319.20	$37,771.97	$39,093.99
14	$36,646.40	$38,112.26	$39,446.18
15	$36,973.60	$38,452.54	$39,798.38
16	$37,300.80	$38,792.83	$40,150.58
17	$37,628.00	$39,133.12	$40,502.78
18	$37,955.20	$39,473.41	$40,854.98
19	$38,282.40	$39,813.70	$41,207.18
20	$38,609.60	$40,153.98	$41,559.37
21	$38,936.80	$40,494.27	$41,911.57
22	$39,264.00	$40,834.56	$42,263.77
23	$39,591.20	$41,174.85	$42,615.97
24	$39,918.40	$41,515.14	$42,968.17
25	$40,245.60	$41,855.42	$43,320.36
26	$40,572.80	$42,195.71	$43,672.56
27	$40,900.00	$42,536.00	$44,024.76
28	$41,227.20	$42,876.29	$44,376.96
29	$41,554.40	$43,216.58	$44,729.16
30	$41,881.60	$43,556.86	$45,081.35

above chart extends beginning rates to 24 months
salary steps are 1% of two-year base salary
dispatch base is patrol base minus $2400
above charts reflect increase in 2-year base pay:

12/1/08: 4.00%
12/1/09: 3.50%

Dispatch

Years of Service	12/1/2007	12/1/2008	12/1/2009
0-6 mos.	$25,520.00	$26,828.80	$28,019.81
6-12 mos.	$26,520.00	$27,828.80	$29,019.81
12-18 mos.	$27,520.00	$28,828.80	$30,019.81
18-24 mos.	$28,520.00	$29,828.80	$31,019.81
2	$30,320.00	$31,628.80	$32,819.81
3	$30,623.20	$31,945.09	$33,148.01
4	$30,926.40	$32,261.38	$33,476.20
5	$31,229.60	$32,577.66	$33,804.40
6	$31,532.80	$32,893.95	$34,132.60
7	$31,836.00	$33,210.24	$34,460.80
8	$32,139.20	$33,526.53	$34,789.00
9	$32,442.40	$33,842.82	$35,117.19
10	$32,745.60	$34,159.10	$35,445.39
11	$33,048.80	$34,475.39	$35,773.59
12	$33,352.00	$34,791.68	$36,101.79
13	$33,655.20	$35,107.97	$36,429.99
14	$33,958.40	$35,424.26	$36,758.18
15	$34,261.60	$35,740.54	$37,086.38
16	$34,564.80	$36,056.83	$37,414.58
17	$34,868.00	$36,373.12	$37,742.78
18	$35,171.20	$36,689.41	$38,070.98
19	$35,474.40	$37,005.70	$38,399.18
20	$35,777.60	$37,321.98	$38,727.37
21	$36,080.80	$37,638.27	$39,055.57
22	$36,384.00	$37,954.56	$39,383.77
23	$36,687.20	$38,270.85	$39,711.97
24	$36,990.40	$38,587.14	$40,040.17
25	$37,293.60	$38,903.42	$40,368.36
26	$37,596.80	$39,219.71	$40,696.56
27	$37,900.00	$39,536.00	$41,024.76
28	$38,203.20	$39,852.29	$41,352.96
29	$38,506.40	$40,168.58	$41,681.16
30	$38,809.60	$40,484.86	$42,009.35

above chart extends beginning rates to 24 months
salary steps are 1% of two-year base salary
dispatch base is patrol base minus $2400
above charts reflect increase in 2-year base pay:

12/1/08: 4.00%
12/1/09: 3.50%