

#16-73

APPROVED 10/13/16 COUNTY BOARD MEETING

**ARTICLES OF AGREEMENT BETWEEN
MARSHALL COUNTY SHERIFF'S OFFICE
(Unit "A")**

AND

**POLICEMEN'S BENEVOLENT LABOR COMMITTEE
(DEPUTIES)**

Effective date December 1, 2015 – November 30, 2017

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PREAMBLE
UNIT "A"

This Agreement is entered into by the County of Marshall, a body politic, by its duly constituted County Board and the Sheriff of Marshall County, hereinafter referred to as the "Employer," and the Policemen's Benevolent Labor Committee, hereinafter referred to as the "Union."

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Union representing the employees in the bargaining unit, and to make clear the basic terms upon which such relationship depends. It is the intent of both the Employer and the 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. This Agreement shall supersede any past policies.

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

ARTICLE I
RECOGNITION

Section 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 peace officers and regular part-time officers in the bargaining unit in the rank of Deputy and Sergeant Deputy.

Unit A:

INCLUDED: All full-time Sworn Peace Officers and regular part-time Officers of the County of Marshall and the Sheriff of Marshall County in the following titles: Deputy; Sergeant Deputy.

EXCLUDED: All professional, confidential, supervisory and managerial employees as defined in the Illinois Labor Relations Act.

Section 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 employee. Such work by supervisors shall not cause any layoffs of the bargaining unit employees.

Section 3: 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. Such past practice incorporates the parties' understanding and intention that utilization of short-term and part-time employees shall not result in the displacement, lay-off or reduction of hours of existing full-time bargaining unit members.

Section 4: No part-time or short-time deputy shall work more than sixteen (16) hours per week and there shall not be any more than two (2) part-time deputies employed by Marshall County Sheriffs Department at any given time, unless mutually agreed to by both parties.

ARTICLE II NEW CLASSIFICATIONS AND VACANCIES

Section 1: New Classifications

Where the Employer finds it necessary to create a new job classification, the work of which falls within the scope of the bargaining unit, the Employer and Union agree to jointly petition the State Labor Board to seek the necessary unit clarification.

If the inclusion of a new position classification is agreed to by the parties or found appropriate by the Labor Board, the parties shall negotiate as to the proper pay grade for the classification. If no agreement is reached within thirty (30) calendar days from the date its inclusion was determined, the Union may appeal the proposed pay grade to the 2nd step of the grievance procedure.

The second step grievance committee or arbitrator shall determine the reasonableness of the proposed salary grade in relationship to:

- (a) The job content and responsibilities attached thereto in comparison with the job content and responsibilities of other position classifications in the employer's work force;
- (b) Like positions with similar job content and responsibilities within the labor market generally;
- (c) Significant differences in working conditions to comparable position classifications.

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

If the decision of the second step grievance committee or arbitrator is to increase the pay grade of the position classification, such rate change shall be applied retroactive to the date of its installation.

Upon installation of the new position classification, the filling of such position classification shall be in accordance with the posting and bidding procedures of this Agreement.

Section 2: Vacancies

The Sheriff, in deciding the appropriate applicant to hire or promote within positions encompassed by the bargaining unit, shall consider as a relevant factor, the employment seniority

with the Sheriff's Department of any applicant. In addition, should two (2) or more applicants for a new position or promotion be equally qualified, the most senior applicant (i.e., the applicant with the most seniority pursuant to this agreement) shall be chosen.

ARTICLE III NON-DISCRIMINATION

Section 1: Equal Employment Opportunity

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

Section 2: Prohibition Against Discrimination

Both the Employer and the Union agree not to illegally discriminate against any employee on the basis of race, sex, creed, religion, color, marital or parental status, age, national origin, political affiliation and/or beliefs, mental or physical handicap or sexual orientation.

ARTICLE IV MANAGEMENT RIGHTS

Subject to and limited by the provisions of this Agreement the management of the operations of the Employer, the determination of its policies budget, and operations, the manner of exercise of its statutory functions and the direction of its work force, including but not limited to, the rights to hire, promote, demote, transfer, allocate, assign and direct employees; to establish the number and classification of positions; to discipline, suspend and discharge for just cause; to relieve employees from duty because of lack of work or for other legitimate reasons; to make and enforce reasonable rules of conduct and regulations; to determine the departments, divisions and sections and work to be performed by employees therein; to determine quality; to determine the number of hours of work and shifts per work week, if any; to establish and change work schedules and assignments, the right to introduce new methods of operations, to eliminate, relocate, transfer or sub-contract work and to maintain efficiency in the department is vested exclusively in the Employer provided the exercise of such rights by management does not conflict with the provisions of this Agreement.

ARTICLE V NO STRIKE

Section 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.

No officer, while in the line of duty, shall refuse to cross any picket line, by whomever established.

Section 2: Performance of Duty

It is recognized that employees 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.

Section 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 to be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

Section 4: Discipline of Strikers

Any officer who violates the provisions of Section 1 of this Article shall be subject to immediate discharge.

Section 5:

The County will not lock out any employee(s) covered by this Agreement during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE VI
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 Lacon, Illinois.

ARTICLE VII
PERSONNEL FILES

Section 1: Personnel Files

The Employer shall keep a central personnel file within the bargaining unit for each employee. 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 employee.

Section 2: Inspection

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

- (a) Such inspection shall occur within a reasonable time following receipt of the request;
- (b) Such inspection shall occur during daytime working hours Monday through Friday upon reasonable request;

- (c) The employee 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 employee, in cases where such employee has a written grievance pending, and is inspecting his file with respect to such grievance, the employee 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 providing the Employer with a specific request that it remain confidential shall not be subject to inspection or copying.

Section 3: Notification

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

Section 4: Limitation on Use of File Material

It is agreed that any material an/or matter not available for inspection, such as provided in Section 1 and 2 above, shall not be used in any manner or any form adverse to the officer's interests.

ARTICLE VIII
DISCIPLINE AND DISCHARGE

Section 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 employee only for just cause. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure.

If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Section 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 employee and the Union of

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

All forms of discipline will be expunged from an employees file after twelve (12) months have passed.

Section 3: Pre-disciplinary Meeting

For discipline other than oral and written reprimands, prior to notifying the employee of the contemplated discipline to be imposed, the Employer shall notify the local Union of the meeting and then shall schedule the meeting with the employee involved so as to inform the employee of the reason for such contemplated discipline, including any names of witnesses and copies of pertinent documents. The employee shall be informed of his contract rights to Union representation and shall be entitled to such, if so requested by the employee, and the employee and Union Representative shall be given the opportunity to rebut or clarify the reasons for such discipline and further provided that a Union Representative shall be available within twenty-four (24) hours of notification. If the employee 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 4: Investigatory Interviews

All investigatory interviews of officers shall be conducted in accordance with the Uniform Peace Officer's Disciplinary Act (50 ILCS 725).

Union has right to the investigative findings, but may not be present during investigative interviews of witnesses (except any interviews conducted with a bargaining unit member who may be the subject of employment discipline, shall be subject to the terms and conditions set forth in Section 3 above).

ARTICLE IX
DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

Section 1: Definition of a Grievance

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

Section 2: Dispute Resolution

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

The employee shall make his complaint to his immediate supervisor. The supervisor will notify the employee of the decision within two working days following the day when the complaint was made. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances. In the event of a complaint, the employee shall first complete his assigned work task, and complain later.

Section 3: Representation

Grievances may be processed by the Union on behalf of an employee or on behalf of a group of employees. The Employer may file contract grievances directly at Step 3, Section 8 of this Article. Either party may have the grievant or one grievant representing group grievants present at any step of the grievance procedure, and the employee is entitled to Union representation at each and every step of the grievance procedure upon his request.

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

Section 4: 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 favor of the grievant, but shall automatically advance the grievance to the next step, except step 3. Time limits may be extended by mutual agreement.

Section 5: Grievance Processing

No employee or Union Representative shall leave his work assignment to investigate, file or process grievances without first securing permission of his supervisor. In the event of a grievance, the employee shall always perform his assigned work task and grieve his complaint later, unless the employee reasonably believes that the assignment endangers his safety.

Section 6: Grievance Meetings

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

Section 7: Steps in Procedure

Dispute arising under this Agreement shall be resolved as follows:

Step 1: If no agreement is reached between the employee and the supervisor, as provided for in Section 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 employee was notified of the decision by the supervisor. Within ten (10) working days after the grievance has been submitted, the Sheriff and Chairman of the County Board shall meet with the grievant and the Union Representative to discuss the grievance and make a good faith attempt to resolve the grievance. Failure of the Employer to meet as provided in Step 1 shall not invoke the grievance withdrawal provided in Section 4 above. The Sheriff and Chairman of the County Board shall respond in writing to the grievant and the Union Representative within five (5) working days following the meeting.

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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 the 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 to arbitration by either party 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 a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. Either party shall have the right to reject an entire list of arbitrators. The arbitrator shall be selected from the list of seven (7) by alternate strikes by the Employer representative and the Union. The Employer and the Union shall take turns as to the first strike. The person whose name remains on the list shall be the arbitrator, provided that either party before striking any names shall have the right to reject one (1) of the arbitrators on the list. The arbitrator shall be notified of his 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 the Union Representatives and shall be notified of the issue where mutually agreed by the parties. All hearings shall be held in the city of Lacon, 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 the Union. Costs of arbitration shall include the arbitrator's fees, room cost and transcription cost. Nothing in this Article shall preclude the Employer and Union from agreeing to use the expedited arbitration procedures. The decision award of the arbitrator shall be made within forty-five (45) days following the hearing and shall be final and binding on the Employer, the Union and the employee or employees involved. The arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of the Agreement.

ARTICLE X
SENIORITY

Section 1: Definition of Seniority

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

Part-time and Temporary Employees shall not accrue seniority, nor shall they have any rights of seniority.

Section 2: Probation Period

An employee is a "probationary employee" for his first six (6) months of employment or until he successfully completes state mandated basic law enforcement or corrections training, whichever is longer. No matter concerning the discipline, layoff or termination of, a probationary employee shall be subject to the grievance and arbitration procedures. A probationary employee 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 3: Seniority List

The Employer and Union have agreed upon the initial seniority list setting forth the present seniority dates for all employees 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 employees 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 "A" and made a part hereof.

Section 4: Termination of Seniority

An employee 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 twelve (12) months; or
- (d) accepts gainful full-time employment while on an approved leave of absence from the Sheriff's Department; or
- (e) is absent for three consecutive scheduled work days without proper notification or authorization; or by written resignation; 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 5: Seniority While on Leave

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

Section 6: Conflicts in Vacation

Employees shall select the periods 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 employee from each shift may take vacation at the same time and no employee shall receive priority for more than two weeks vacation per year.

ARTICLE XI
LAYOFF

Section 1: Layoff

In the event the Employer determines if layoff is necessary, employees shall be laid off within each particular job classification and Department in the inverse order of their seniority unless compliance with State or Federal law requires otherwise.

Section 2: Layoff Order

Probationary employees, temporary and part-time employees shall be laid off first, then full-time employees shall be laid off in inverse order of their seniority. Individual employees shall receive notice in writing of the layoff not less than fourteen (14) days prior to the effective date of such layoff.

Section 3: Recall

Employees shall be recalled from layoff within each particular job classification according to their seniority. No new employees at all shall be hired until all employees 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 twelve (12) months after layoff.

In the event of recall, eligible employees shall receive notice of recall either by actual notice or by certified mail, return receipt requested. It is the responsibility of all employees eligible for recall to notify the Sheriff of their current address. Upon receipt of the notice of recall, employees shall have five (5) working days to notify the Sheriff of their acceptance of the recall. The employee shall have five (5) working days thereafter to report to duty.

ARTICLE XII
HOLIDAY SCHEDULE

Section 1: Holiday

Full-time Marshall County Sheriff's Office employees are eligible for paid Holidays, based on eight (8) hours pay. Part-time help shall not be allowed to work on premium days and Holidays unless the Full-time help does not desire to do so. In the event a part-time employee works on any recognized holiday, he/she shall be paid at the rate of time and one half (1 ½).

The holidays shall be those holidays as set forth in the County Board Policy, however, there shall be (13) thirteen Holiday's per year. Holidays shall be observed on the actual calendar

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date for the purposes of calculating holiday pay, regardless of the date designated by the County for employees outside of this bargaining unit.

ARTICLE XIII
VACATION

Section 1: Full-time employees must make request, in writing, for desired vacation days to the Sheriff up to forty-eight (48) hours prior to the start of vacation. Request for desired vacation days must not be for less than a minimum of ½ day or more than the days to which an employee is entitled.

Section 2: The Sheriff will assign vacation days allowed on a seniority basis as determined to be consistent with the operations and needs of the County. Insofar as possible, vacations will be granted at the time you most desire. However, the Sheriff reserves the right to allot vacation periods to insure the orderly operation of the department.

Section 3: If an employee is called in during their vacation time due to a County declared emergency by the Sheriff, they will be allowed to carry over their vacation time at their anniversary date.

Section 4: Employees earn vacation time in accordance with the following schedule which is based upon continuous years of service:

1. One week with full pay after one year of service based on employee's anniversary date.
2. Two weeks with full pay after two years of service based on employee's anniversary date.
3. Three weeks with full pay after five years of service based on employee's anniversary date.
4. Four weeks with full pay after fifteen years of service based on employee's anniversary date.

In the event of termination of employment the employee will receive a pro-rated vacation allowance in accordance with their anniversary date of employment.

Employees may carry over one week of unused vacation to the next year.

Unused vacation will not be compensated for at the end of the year.

Section 5: Conflict in Vacation

Employees shall select the periods 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 employee from each shift may take vacation at the same time and no employee shall receive priority for more than two weeks' vacation per year.

ARTICLE XIV
SICK LEAVE

Section 1: It is the policy of Marshall County to provide protection for its full-time employees against loss of income because of illness. All eligible employees are encouraged to

save as much sick leave as possible to meet serious illness situations. Sick leave is not intended for a one-day vacation nor to be used to extend vacation periods or holidays.

Any employee contracting or incurring any non-service connected sickness or disability, which renders such employee unable to perform the duties of his employment, shall receive sick leave with pay in accordance with this Agreement.

Section 2: Full-time employees will be allowed seven (7) days leave per year. First year employees shall be allowed six (6) days sick leave when they have completed six (6) months of employment. Employees shall be allowed to carry over from year to year of continuous service up to a maximum of seventy-five (75) days of sick leave. Unused sick leave days shall not be paid out. Subject to the provisions of the Illinois Pension Code, 40 ILCS 5/1 et seq. employees applying for a retirement annuity shall be entitled to creditable service for up to seventy-five (75) days of accumulated unused sick leave.

Section 3: Miscellaneous Provisions

- A. An employee must notify the Sheriff or his/her designee in advance of scheduled tour of duty if unable to work. The illness must be verifiable and legitimate.
- B. If an employee receives workmen's compensation or wage payments mandated by law, the granting of sick days will not be allowed for the same period of time.
- C. An employee requested to go to a County-prescribed doctor (acting as a medical agent for the municipality), shall not be expected to pay medical expenses charged by said doctor.
- D. If the employee is not satisfied with the medical procedure, findings, diagnosis, etcetera; the employee will be allowed to submit to a second medical examination given by a doctor of the employee's choice. Any additional examinations will be the financial responsibility of the employee.
- E. Employees who call in sick the day prior to one of the authorized holidays will forfeit all rights to receive holiday pay for the holiday unless circumstances are sanctioned as excusable by the Department Head.
- F. Any employee who is off work for three (3) or more work days will be required to have a medical release by his/her doctor to insure the employee is able to perform his/her work as required by their job assignment.
- G. If sick time is used, the call off should be at least three (3) hours before the scheduled shift begins to allow time to find coverage. Exceptions will be made at the discretion of the Sheriff or Chief Deputy in the event of an emergency.

ARTICLE XV
BEREAVEMENT DAYS

Section 1: When a death occurs in an employee's immediate family (mother, father, spouse, children, brother, sister, mother-in-law, father-in-law, step-parent, grandparent, step-child, brother-in-law, sister-in-law, grandchild, or guardian), the employee will receive up to three (3) paid days of bereavement leave based on their straight time earnings per hour.

Section 2: Bereavement pay will not be paid for time for which you receive time off under some other policy such as holiday, vacation, sick days or personal days.

Section 3: The three (3) days will consist of one of the following:

- a. The day before the funeral, the day of the funeral and the day after the funeral.
- b. The day of the funeral and the two days following the funeral.
- c. The two (2) days preceding the funeral and the day of the funeral.

Section 4: In either instance if one or both of your days off fall during the three (3) day period, your day off will not be compensated for, nor will you be able to take additional days with pay other than the three (3) methods stated above.

ARTICLE XVI JURY DUTY

Section 1: All regular employees called for jury duty will receive the difference between eight (8) hours pay at the applicable hourly wage and actual payment received for jury service for each day of jury duty to a maximum of ten (10) days pay for each contract year.

Section 2: When such employees report for jury service on a scheduled workday, they will not unreasonably be required to report for work that particular day.

Time spent on jury service will be considered time worked for purposes of Employer contributions.

ARTICLE XVII HOURS OF WORK, OVERTIME, CALL-IN

Section 1: Department Heads will set work schedules for employee defining work days and hours. Each employee must register his or her own time before starting work and before leaving work. Employees will have input in the setting of work schedules for employees defining work days and hours.

Section 2: An employee will not be allowed to fill in or trade time with another employee if it will result in overtime payment to the affected employee.

Section 3: All work performed after eight (8) consecutive hours and/or forty (40) hours per week shall be paid at one and one-half (1 ½) times the employee's hourly rate of pay. All work performed on a Holiday shall be paid at the rate of one and one-half (1 ½) times the employee's regular hourly rate plus holiday pay.

Section 4: Full-time Sheriff's Office employees who are working an assigned work week and hours who are called outside his/her regular assigned work week or hours will be allowed a minimum of two (2) hours at one and one-half (1 ½) times his/her regular rate of pay.

Section 5: At any time an overtime rate is computed under any provisions of this Agreement, said overtime pay shall be based on one and one-half (1 ½) times the employee's hourly rate as determined in Article 18 hereof.

Section 6: When possible, the work week shall be arranged in five (5) consecutive days, Sunday through Saturday, in accordance with past practice.

Section 7: Call-ins and overtime shall be rotated, consistent with qualifications, starting with the senior employee. In the event an employee is not available for such overtime, he/she shall be

bypassed until the rotation of the list is completed before he/she shall be entitled to the next available overtime.

Section 8: In the event the employee assigned to the call-in requires additional help, the next employee on the rotation list shall be called in by the Department Head. The rotation list shall include call-ins at all time and all overtime, including holidays.

Section 9: During the normal work day, employees shall receive paid breaks and a lunch period as per past practice.

Section 10: All full time deputies will be offered overtime prior to any part time personnel being called.

Section 11: On personal days, vacation days, or sick leave where two (2) deputies are scheduled and time off is requested, the Sheriff will fill the shift with overtime for safety concerns.

ARTICLE XVIII WAGES

Section 1:

The wages for the Marshall County Road Deputies and Sworn Peace Officers shall be:

Effective 12/01/15, all Officers shall receive a Two Percent (2%) general wage increase to Officer's hourly base rate of pay, which will be paid retroactive to the effective date. Retroactive payment shall be paid in a separate, lump sum check.

Effective 12/01/16, all Officers shall receive a Two Percent (2%) general wage increase to Officer's hourly base rate of pay.

Section 2: In the event the parties are unable to reach an acceptable agreement during the years the contract is governed by a Wage Reopener, the union shall be entitled to take whatever legal and economic resource available under law for the purpose of reaching an acceptable agreement.

Section 3: Longevity Pay

Longevity pay from 12-01-2003 of 2% for every five (5) years of service from date of hire for a maximum of twenty (20) years.

Section 4: Shift Differential

All Officers shall receive an additional Twenty Cents (\$0.20) to their hourly base rate of pay for any hours worked during second or third shift.

Section 4: Part-time deputies wages as follows:

Effective 12/01/15, all Officers shall receive a Two Percent (2%) general wage increase to Officer's hourly base rate of pay, which will be paid retroactive to the effective date.

Effective 12/01/16, all Officers shall receive a Two Percent (2%) general wage increase to Officer's hourly base rate of pay.

ARTICLE XIX
HEALTH AND WELFARE

Section 1: The Employer agrees to contribute towards the cost of health insurance for each full time Employee performing work under this agreement. The Employer shall make contributions to the Blue Advantage Entrepreneur MHHB106 plan. The parties may, by mutual agreement only, change insurance providers prior to the open enrollment period beginning October 1st of each year.

Contributions shall begin on the Employee's first day of employment.

Part-time, casual, seasonal, extra, or temporary employees are not eligible for insurance coverage.

The Employer agrees to pay for only the Employee's insurance coverage. If an employee elects additional coverage level or tiers under the insurance plan, the employee will have the contribution rate difference deducted from their paychecks.

The Employee is required to make weekly contributions for health insurance that will be deducted by payroll deductions (pre-tax) according to the following formula:

$(\text{Actual rate per week} - \$97.20) \times 50\% = \text{employee's weekly contribution.}$

Employee contributions per week will be rounded to the nearest dollar amount.

If an Employee is injured on-the-job or is unable to work because of an illness, the Employer will continue to make health and welfare contributions at the Employee Only Rate for up to one (1) year (in accordance with the Public Safety Employee Benefits Act, 820 ILCS 320) or until the employee returns to work or becomes eligible for IMRF disability benefits, whichever is sooner.

If an Employee is injured off-the-job and is unable to work, the Employer will continue to make health contributions at the Employee Only Rate up to 60 days after the Employee has exhausted all benefit leave time and Family Medical Leave time available, or until the employee returns to work or becomes eligible for IMRF disability benefits, whichever is sooner.

Members may elect to waive insurance benefits in exchange for a \$1,500.00 payment in lieu of coverage for the plan year. Notification of election to waive insurance benefits must be submitted in writing to the Treasurer's Office on or before the first Monday of December, preceding open enrollment, for a given plan year. An Employee who waives insurance coverage may not elect to enroll back into the County plan until the next open enrollment period and will not be covered until December 1st of the following year.

ARTICLE XX
ILLINOIS MUNICIPAL RETIREMENT FUND

Section 1: The Employer will provide a retirement program through the Illinois Municipal Retirement Fund the same terms and conditions as Marshall County will make available to County employees.

ARTICLE XXI
GENERAL PROVISIONS

Section 1: Use of Masculine Pronoun

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

Section 2: Work Rules

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

ARTICLE XXII
SEPARABILITY AND SAVINGS CLAUSE

Section 1: If any article or section of this Agreement or any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this agreement and any riders thereto or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

Section 2: In the event that any article or section is held invalid by enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint.

ARTICLE XXIII
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 XXIV
SCOPE OF AGREEMENT

Section 1: This agreement shall apply only to the employees of the Marshall County Sheriff's Department who are members of Policemen's Benevolent Labor Committee.

ARTICLE XXV
MISCELLANEOUS PROVISIONS

Section 1: The bargaining unit employees shall be allowed time off for reserve duty, pursuant to statute provided.

Section 2: The employer shall continue the current practice with reference to take-home squad cars.

Section 3: The employer agrees to maintain current or existing shift coverage.

Section 4: The Chief Deputy will not cover any regular duty shift or employee shift, except in the case of an emergency or if no other coverage is available.

Section 5: Education Bonus - Upon the execution of this Agreement, any Full-time Employee who has or thereafter obtains an Associate Degree in the field of Criminal Justice shall receive a two percent (2%) increase in their base pay.

ARTICLE XXVI
DEFINITION OF EMPLOYEE STATUS

Section 1:

Probationary Employee: Any employee employed with the County less than six (6) months.

Part-time Employee: Any employee working less than sixteen (16) hours per week on a regularly scheduled basis.

Temporary Employee: Any employee hired for a limited time (must be less than 90 days per calendar year) may work forty (40) hours a week.

ARTICLE XXVII
PERSONAL LEAVE

Section 1: Full-time Sheriff's Office Staff employees will be allowed four (4) days personal leave annually, after one (1) year continuous service. Personal leave is not cumulative and unused personal days will **not** be reimbursed, unless authorized by the Sheriff.

ARTICLE XXVIII
DEFERRED COMPENSATION

Section 1: Subject to state and federal law, the County will make available to full-time Marshall County Sheriff's Department employees, a reasonable deferred compensation plan on the same terms and conditions as the County continues to provide to other employees.

ARTICLE XXIX
UNION SHOP AND DUES

Section 1: All bargaining unit employees shall become members of the Union or pay fair share not later than the thirty-first (31st) day following the beginning of their employment or within thirty-one (31) days of the execution of this Agreement as a condition of employment and shall continue in good standing in the Union or pay fair share as a condition of continued employment. Any employees not completing his membership in the Union, remaining in good standing or paying fair share as herein provided, may be subject to dismissal by the Employer upon written demand of the Union.

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

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

Section 2: The Policemen's Benevolent Labor Committee shall indemnify, defend and hold the Employer harmless against any claim, demand, suit or liability arising from any action taken by the Employer in complying with this Article.

ARTICLE XXX
STEWARDS

Section 1: The County recognizes the right of the Union to designate Job Stewards from the County's seniority list. The authority of Job Stewards so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

The investigation and presentation of grievances with the County or the designated County representatives in accordance with the provisions of the collective bargaining agreement...

Section 2: The names of the employees so designated shall be submitted promptly in writing to the County. Any subsequent change shall also be submitted promptly in writing to the County.

ARTICLE XXXI

~~#16-73~~ UNIFORMS AND EQUIPMENT

Effective, 12/1/16 and 12/1/17, Officers shall be given a Nine Hundred Dollars (\$900.00) annual equipment and uniform maintenance allowance, by a separate check.

In the event of damage to equipment and/or uniform, the equipment of uniform shall be reimbursed or replaced by the employer, at the employer's election, upon proof of loss being furnished to the employee's supervisor within 48 hours of the time of damage, provided, such damage occurs in the course of the employment.

Section 2: Uniforms

- a. Employer shall prescribe the type of uniform to be work by employees on duty and may promulgate rules for wear outside of employment
- b. Employees shall be responsible for maintenance and cleaning of their uniforms.

Section 3: Equipment

- a. Employer may prescribe equipment that is necessary for employee to have while on duty.
- b. Employer shall provide to each employee handcuffs.
- c. Employees shall be responsible for the upkeep and good operating condition of all required equipment.
- d. Upon termination of employment, Employer-issued equipment shall be returned.
- e. Employer is to provide ammunition for employees to qualify with their duty weapon.
- f. Employer shall reimburse the employees for duty ammunition of the employee's choice.

ARTICLE XXXII SUBSTANCE ABUSE TESTING

Section 1: General Policy Statement

While it has always been the policy of Marshall County to maintain a safe, healthful, productive, and drug free work environment, the Drug-Free Workplace Act of 1988 requires agencies receiving Federal grants to specifically state the County's policy that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace.

For the purpose of this policy, a controlled substance is one which is:

1. Not legally obtainable.
2. Being used in a manner different than prescribed.
3. Legally obtainable, but has not been legally obtained.

To comply with the Drug-Free Workplace Act of 1988, the following procedures will be followed:

- a. All employees shall be prohibited for the unlawful manufacture, distribution, possession, use or being under the influence of a controlled substance while on the County premises or while performing work for the County.
- b. All employees shall be prohibited for the distribution, consumption, possession of or being under the influence of alcohol while on the County premises or while performing any work for the County.
- c. As a condition of employment, each employee shall agree to notify his/her supervisor of his/her conviction of any criminal drug statutes for the violation occurring on the County premises or while performing work for the County, no later than five (5) days after such conviction.
- d. To make County employees aware of the dangers of drug and alcohol abuse, the County shall:
 1. Provide each employee with a copy of the County Drug and Alcohol policy.
 2. Post notice of the County Drug and Alcohol Policy in a place where other employee notices are posted.
 3. Make available materials from local, state and national anti-drug and alcohol abuse organizations.
- e. Violation
 1. An employee who violates the terms of this policy may be subject to disciplinary action, up to and including termination.
 2. The County shall take disciplinary actions with respect to an employee convicted of a drug offense in the work place within thirty (30) days after receiving notice of the conviction.
 3. The County may require an employee who violates the terms of this policy to satisfactorily participate in a drug or alcohol abuse assistance or rehabilitation program that has been approved by the Marshall County Board.

ARTICLE XXXIII
DURATION AND SIGNATURE

Section 1: Term of Agreement

This Agreement shall be effective from December 1, 2015, and shall remain in full force and effect until November 30, 2017. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party 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 on 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 2: Continuing Effect

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

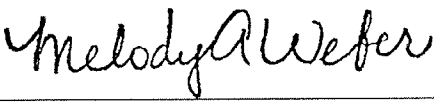
Section 3: Reopener

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 is given, then the parties shall meet not later than ten (10) days after the dated receipt of 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.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this _____ day of _____, 20_____.

FOR THE EMPLOYER:


County Board Chairman


County Clerk

Sheriff

FOR THE UNION:

President

Secretary/Treasurer

Appendix A – GRIEVANCE Form
(use additional sheets where necessary)

Department: _____ Date Filed: _____

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

STEP ONE

Date of incident or Date knew of Facts Giving Rise to Grievance: _____

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

Briefly state the facts: _____

Remedy Sought: _____

Given To: _____ Date/Time: _____

Grievant's Signature

PBLC Representative Signature

EMPLOYER STEP ONE RESPONSE

Employer Representative Signature

Position

Person to Whom Response given

Date

STEP TWO

Reason for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature

PBLC Representative Signature

EMPLOYER'S STEP TWO RESPONSE

Employer Representative Signature

Position

Person to Whom Response given

Date

STEP THREE

**REFERRAL TO ARBITRATION by The Policemen's Benevolent & Protective Association
Labor Committee**

Person to Whom Response given

Date

PBLC Representative



**POLICEMEN'S BENEVOLENT & PROTECTIVE ASSOCIATION
LABOR COMMITTEE**

840 South Spring Street, Suite A
Springfield, Illinois 62704
217/523-5141 • Fax: 217/523-7677

OFFICIAL DUES DEDUCTION FORM

I, the undersigned, hereby authorize the regular monthly deduction of dues and assessments levied by the Policemen's Benevolent Labor Committee. Said dues, to be deducted twice per month, shall be remitted and made payable to the Policemen's Benevolent Labor Committee at 840 South Spring Street, Suite A, Springfield, Illinois 62704. Any objection to said dues may be processed through the Illinois State Labor Relations Board pursuant to the Board's Rules and Regulation. The Labor Committee certifies that all dues and assessments will be utilized for the sole purpose of collective bargaining, contract administration, and/or the legal defense of its members. The Labor Committee further certifies that the full amount of fair share dues covers only the cost of collective bargaining and contract administration.

_____ Full membership @ \$35.00 per month

_____ Fair share @ \$35.00 per month

Signature: _____

Print name: _____

Date: _____