

IN THE
FOURTH JUDICIAL CIRCUIT COURT
SHELBY COUNTY, ILLINOIS

ERICA FIRNHABER, IN HER OFFICIAL
CAPACITY AS SHELBY COUNTY TREASURER,

Plaintiff

v.

DON KOONCE, IN HIS OFFICIAL CAPACITY AS
SHELBY COUNTY SHERIFF AND NICOLE
KRONCKE, IN HER OFFICIAL CAPACITY AS
SHELBY COUNTY STATE'S ATTORNEY

Defendants.

2021CH4

COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF

NOW COMEs Plaintiff, ERICA FIRNHABER, IN HER OFFICIAL CAPACITY AS SHELBY COUNTY TREASURER, by and through counsel, The Law Offices of Robert T. Hanlon & Associates P.C. with her Complaint seeking declaratory pursuant to the Illinois Declaratory Judgment Act (735 ILCS 5/2-701 et seq.) and for injunctive relief against Defendant DON KOONCE, IN HIS OFFICIAL CAPACITY AS SHELBY COUNTY SHERIFF, and NICOLE KRONCKE, IN HER OFFICIAL CAPACITY AS SHELBY COUNTY STATE'S ATTORNEY state as follows:

PARTIES VENUE AND JURISDICTION

1. Plaintiff ERICA FIRNHABER is a resident of Shelby County, Illinois, and is the duly elected County Treasurer. She brings this action in her official capacity as treasurer, County of Shelby.
2. Defendant DON KOONCE is the duly elected Sheriff of Shelby County. Shelby County has entered into a Collective Bargaining agreement to Collective Bargaining Agreement with the Fraternal Order of Police. Said Collective Bargaining Agreement is attached hereto and incorporated herein as Exhibit A.
4. This Court has jurisdiction over the disputes and controversies alleged herein under the Illinois Declaratory Judgment Act, 735 ILCS 5/2-701, temporary injunctions under 735

ILCS 5/11-101 et seq., 710 ILCS 5/2, the Illinois Uniform Arbitration Act, and the common law of the State of Illinois.

FACTUAL ALLEGATIONS IN SUPPORT OF PLAINTIFF'S COMPLAINT

5. The Collective Bargaining Agreement between Shelby County and the Fraternal Order of Police is attached hereto as Exhibit A (hereinafter "CBA") contains the terms and conditions of employment by members of the Bargaining Unit. The CBA sets forth hourly wages, benefits and terms and conditions of employment.

6. The CBA was voted on and approved by the Shelby County Board in accord with the powers vested in local governments as to entering labor agreements with the bargaining representative of the Sheriff's employees.

7. Shelby County recognized the Fraternal Order of Police as the bargaining representative of its members who are employed by Shelby County Sheriff.

8. Shelby County Board elects a Chairman amongst its members to serve in a parliamentary position for administering meetings of the County Board. The Chairman is not elected by the People as a "County Board Chairman" because Shelby County does not contain a significant population to have a statutory officer of "County Board Chairman". Rather, procedurally, Shelby County's County Board Chairman is a creature of creation by Shelby County and serves to administer meetings but lacks independent power as a "Chairman".

9. Presently, Bobby Orman serves as Chairman of the County Board, he is not vested with the independent power to make decisions that bind Shelby County absent Shelby County Board Vote approving a decision.

10. Chairman Orman executed a settlement agreement with the FOP to resolve a grievance. However, he lacked any authority to enter or Bind Shelby County to the Settlement agreement absent vote by the County Board.

11. On May 7, 2021, Bobby Ormann submitted into the County Record a statement that his actions in settling a grievance were without County Board vote or authorization. See Exhibit B.
12. During the course of the last year and previously the Sheriff of Shelby County has entered into agreements with individual members of the Bargaining Unit to provide additional pay, additional vacation and additional benefits that are outside the CBA.
13. Under the national labor principle of exclusive representation, bargaining and grievance representation by the NLRB certified representative is mandatory. *J.I. Case Co. v. NLRB*, 321 678 (1944). Bargaining by individual employees is strictly prohibited and dissatisfied employees who circumvent their exclusive representatives are not only subject to legal action, but are unprotected as to their concerted activities and may be fired without recourse. *Emporium Capwell Co. v. Western Addition Community Org.*, 420 U.S. 50, 72 (1975); *NLRB v. Allis-Chalmers Mfg. Co.*, 388 U.S. 175, 192 (1967).
14. Because the Sheriff has and continues to bargain with individual members of the Bargaining unit, the Shelby County Treasurer is uncertain how to proceed, either pay according to the Union Contract or pay according to the wishes of the Sheriff.
15. On or about January 14, 2021, the County Board Chairman apparently signed a “Grievance Resolution” document granting additional vacation outside the terms of a collective bargaining agreement and in a closed session at considerable expense to the Taxpayers of Shelby County.
16. The behind closed door new vacation policy undertaken in a “grievance settlement discussion contains no force of law and did not bind Shelby County.
17. This actual controversy needs intervention by this court.
18. Employees of the Shelby County States Attorney’s office prepare timesheets to record their hours. These employees are subject to the approved policies of Shelby County for payment of employees.

19. The approved Shelby County Policy for payroll includes the following general policies:

A. All employees of Shelby County are required to submit a time sheet with the employee signature and the signature of the Department Head. Any changes made to a payroll already submitted will require a signature of both the employee and Department Head.

B. All accrued benefit time (vacation, personal, sick, compensation) will be tracked in the payroll system. Additions will be added according to the specifications in the union contracts. The use of benefit time based on payroll time sheets will deduct in the payroll system automatically. Department Heads will confirm balances with the Treasurer's office quarterly.

C. Payments to all employees will be based on the approved time sheets.

See Policies and Procedures attached hereto and incorporated herein as Exhibit C.

20. Since December of 2020, Nicole Kroncke, Shelby County States Attorney, has sought payment for employees outside the established policy approved by the Shelby County Board.

21. The enumerated powers of a State's attorney do not include amending time cards or granting the power to amend the payroll policy of those employees who are hired on the terms and conditions which do not include collective bargaining.

22. On or about September 1, 2018 Shelby county entered into a Collective Bargaining agreement with the American Federation of State, County and Municipal Employees Union Council 31, AFL on Behalf of and With Local 3323 for Certified Classifications in the health Department, Highway Department, County Clerk, Supervisor of Assessments and Circuit Clerk and Treasurer-Collector. That agreement is referenced herein as "CBA #2" and is attached hereto as Exhibit D.

23. There have been no public hearings, no public meetings, to consider any purported amendment to the policies and procedures for payment to employees.

24. At no time has the Shelby County Board authorized anyone to negotiate an amendment to the County's labor agreements in a fashion now being undertaken by both the States Attorney and Sheriff.

25. At no time has any authority been bestowed upon anyone to negotiate and/or sign an amendment to any collective bargaining agreement embodying the changes unilaterally agreed to by either the County board Chairman, the States Attorney or the Sheriff.
26. The agreements that modify Shelby County's labor agreements violate the Illinois Open Meetings Act. No notice to the public of any meeting concerning any purported amendment to any labor agreement ever took place that allows any public official to change the manner of compensation.
27. Plaintiff will incur irreparable harm in her duties as public official unless this Court enjoins the Sheriff from acting outside the terms of the approved collective bargaining agreement.
28. Plaintiff has an inadequate remedy at law and is likely to succeed on the merits of her Complaint against Defendant, because the claim herein is one of clear contract interpretation and application of black letter labor law.
29. The public interest requires that elected officials be empowered to engage all the functions of their offices and not be bound by unauthorized practices or agreements for which they have no knowledge or have not been duly authorized in a public meeting.
30. A comparison of actual time sheets and hours worked demonstrate that the pay for employees in the Shelby County State's Attorney's Office deviates from the payroll policy established by the Shelby County Board.

COUNT ONE
REQUEST FOR PRELIMINARY AND PERMANENT INJUNCTION
AND DECLARATORY RELIEF CONCERNING ACTIONS TO DEVIATE FROM
AN APPROVED CBA

31. Paragraphs 1-30 are incorporated herein as if set out fully in this Count I.
32. The Shelby County, Treasurer, Sheriff and States Attorney serve terms of office established by statute.
33. An inherent conflict of interest exists as it relates to the State's Attorney Representing the Shelby County Sheriff in this cause as Plaintiff is a concurrent client of the States Attorney and the interest of the two offices is in opposition in this case.
34. The process and procedures for entering into agreements binding on Shelby County include public notice, meetings, and the affirmative vote of the Shelby County Board.
35. The Shelby County Board has not appointed any person as its agent enter into side deal with any labor organization or its members.
36. The Shelby County Board has not had placed on an agenda any consideration of any agreement with a member of a labor organization to modify the terms and conditions of the approved labor agreement.
37. The Shelby County Board has not voted on any matter dealing with any change to the CBA.
38. The powers of the Road Commissioner are set by statute and no person has the power to change the powers of office other than the Legislature. No public official has the power to transfer the powers and obligations of his office to a third party not elected by the people.:
39. Plaintiffs have no adequate remedy at law.
40. Any agreement which controls or restricts, or tends or is calculated to control or restrict, the free exercise of a discretion for the public good vested in a public official is illegal and reprobated by the courts. The deviations from the collective bargaining agreement is by its

design an attempt to strip the power of the treasurer to perform her functions to ensure that only lawful payments are made from the County purse.

Wherefore, PLAINTIFFS pray as follows:

- A. For issuance of a preliminary and permanent mandatory injunction ordering the Defendant Shelby County Sheriff not to assert or enforce any unilateral amendment or change to any term contained within the CBA;
- B. For issuance of a preliminary and permanent mandatory injunction ordering the Defendant Shelby County State's Attorney, Nicole Kroncke refrain from deviating from the Payroll policy adopted by the Shelby County Board not to assert or enforce any unilateral change to hours or grant comp time that is not approved by the County Board;
- C. For a declaratory judgment that:
 - 1. The Shelby County Treasurer need not comply with requests that deviate from any approved Collective Bargaining Agreement to which Shelby County is a party.
 - 2. The Shelby County Treasurer need not comply with requests that deviate from the approved payroll policy of Shelby County.
 - 3. That all actions and agreements taken by any person acting as an agent of Shelby County Board without approval by a vote of the majority of the Shelby County Board are VOID.
- C. For indemnification of plaintiffs' attorneys' fees and costs in connection with this action.
- D. For such further relief as the court may deem just.

COUNT TWO
VIOLATION OF THE ILLINOIS OPEN MEETINGS ACT

41. Paragraphs 1-30 are incorporated herein as if set out fully in this Count II.
42. This Count II is advanced pursuant to the Illinois Open Meetings Act and seeks a declaration from this court as to the invalidity of a purported settlement entered into on January 14, 2021 without any Board action.
43. No meeting was held where the public would have notice of the purported settlement entered on or about January 14, 2021. Attached hereto as Exhibit E. is a copy of the purported settlement agreement.
44. No agenda was published to allow the public adequate notice of the action to be taken by the Shelby County Board as it relates to entering into a settlement agreement.
45. All of the above are violations of the Illinois Open Meetings act.
46. Because the action undertaken was without any notice, agenda, hearing or public meeting, the purported settlement.

Wherefore, PLAINTIFFS pray as follows:

A. For issuance of a preliminary and permanent mandatory injunction ordering the Defendant Shelby County Sheriff not to assert or enforce any unilateral amendment or change to any term contained within the CBA;

B. For issuance of a preliminary and permanent mandatory injunction ordering the Defendant Shelby County State's Attorney, Nicole Kroncke refrain from deviating from the Payroll policy adopted by the Shelby County Board not to assert or enforce any unilateral change to hours or grant comp time that is not approved by the County Board;

C. For a declaratory judgment that:

1. The Shelby County Treasurer need not comply with requests that deviate from any approved Collective Bargaining Agreement to which Shelby County is a party.
2. The Shelby County Treasurer need not comply with requests that deviate from the approved payroll policy of Shelby County.
3. That all actions and agreements taken by any person acting as an agent of Shelby County Board without approval by a vote of the majority of the Shelby County Board are VOID.

E. For indemnification of plaintiffs' attorneys' fees and costs in connection with this action.

F. For such further relief as the court may deem just.

Respectfully submitted;

ERICA FIRNHABER, IN HER OFFICIAL CAPACITY AS
SHELBY COUNTY TREASURER

By: /s/Robert Hanlon

Robert T. Hanlon, one of her attorneys

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EXHIBIT LIST

Exhibit A - CBA between Shelby County and FOP

Exhibit B – Acknowledgement By County Board Chairman

Exhibit C – Shelby County Payroll Policy and Procedure

Exhibit D – Shelby County Collective Bargaining Agreement with Amer. Fed. State, County, Muni,
Union

Exhibit E – Purported Settlement Agreement

EXHIBIT A

ILLINOIS FOP LABOR COUNCIL

and

COUNTY OF SHELBY / SHELBY COUNTY SHERIFF

**Deputy Sheriffs (Unit A)
Dispatcher/Jailer, Jail Matron/Cook, Janitor
and Secretary/Bookkeeper (Unit B)**

September 1, 2018 – August 31, 2021

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



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PREAMBLE

This Agreement is entered into by the County of Shelby, a body politic, and Sheriff of Shelby County, hereinafter referred to as the Employer, and the Illinois F.O.P. Labor Council on behalf of and with bargaining unit employees of the Shelby County Sheriff's Department 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.

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

ARTICLE 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: Unit A - All sworn peace officers, deputy sheriffs under the rank of chief deputy and Unit B - Dispatcher/Jailer; Jail Matron/Cook; Janitor; and Secretary/Bookkeeper.

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

Section 1.3. Sheriff's Auxiliary

The Employer may continue to utilize the services of the Shelby County Sheriff's Police Auxiliary to perform bargaining unit work in accordance with past practice, provided no one in the Unit would lose the opportunity to work or benefits.

Section 1.4. Part Time Employees

The Employer may continue to utilize the services of part time employees to perform bargaining unit work in accordance with past practice, provided no one in the Unit would lose the opportunity to work or benefits.

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 the most qualified person from an eligibility list created by the Merit Commission in accordance with their 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

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. Alleged claims of discrimination shall not be processed through the grievance procedure of this Agreement, but rather shall be processed through the appropriate federal, state and/or local agencies.

Section 3.3. Union Membership or Activity

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

ARTICLE IV MANAGEMENT RIGHTS

Section 4.1. Rights Residing in the Employer

It is recognized that the Employer retains the right and responsibility to direct its affairs in all its various aspects. Among the rights retained by the Employer is the right to plan, direct and control all the operations and services of the Employer: to determine its policies, budget and operations; to determine the manner in which its functions shall be performed; and the direction of its working forces, including, but not limited to the right to hire, promote, demote, transfer and assign employees; to discipline, suspend and discharge for just cause; to relieve employees from duty because of lack of work or other legitimate reasons; to determine the size and composition of the work force; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment or facilities; to determine the number of hours of work and shifts per workweek; to establish and change work schedules and assignments; to introduce new methods of operation; to eliminate, contract, and relocate or transfer work and maintain efficiency, except to the extent such actions of the Employer have been limited or changed by the expressed provisions of this Agreement.

ARTICLE V SUBCONTRACTING

Section 5.1. General Policy

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

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. Attendance at Union Meetings

Subject to the need for orderly scheduling and emergencies, the Employer agrees that elected Union representatives shall be permitted reasonable time off, to attend general, board or special meetings of the Union, provided that at least forty eight (48) hours notice of such meetings shall be given in writing to the Employer, and provided further that the names of all such officials and officers shall be certified in writing to the Employer.

Section 6.2. Grievance Processing

Reasonable time while on duty shall be permitted to one (1) Union representative 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.

Section 6.3. Delegates to State or National Conference

If any employee(s) chosen as delegate(s) to an F.O.P. State or National Conference will, upon written application approved by the Union and submitted to the County with at least fourteen (14) days notice, be given a leave of absence without pay for the period of time required to attend such Convention or Conference. This period of time not to exceed one (1) week.

Section 6.4. Union Negotiating Team

Two (2) 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 his regular duties without loss of pay. If a designated Union negotiating team member is in regular day off on the day of negotiations, he will not be compensated for attending the session.

ARTICLE VII 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 chapter 85-25-12569 of the Illinois Revised 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 VIII INDEMNIFICATION

Section 8.1. Employer Responsibility

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

Section 8.2. 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 8.3. 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 8.4. Applicability

The Employer will provide the protection 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 IX NO STRIKE

Section 9.1. 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 9.2. Resumption of Operations

In the event of action prohibited by Section 9.1 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 9.3. Union Liability

Upon the failure of the Union to comply with the provisions of Section 9.2 above, any agent or official of the Union who is an officer covered by this Agreement may be subject to the provisions of Section 9.4 below.

Section 9.4. Discipline of Strikers

Any officer who violates the provisions of Section 9.1 of this Article shall be subject to immediate discipline. 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 X RESOLUTION OF IMPASSE

All bargaining impasses shall be resolved according to the provisions of Section 1614 of the Illinois Public Labor Relations Act, as amended, except that all arbitration hearings shall be conducted in Shelbyville, Illinois.

ARTICLE XI PERSONNEL FILES

Section 11.1. 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 11.2. 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 immediately 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 if inspecting his file with respect to such grievance, that 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 provided to the Employer with a specific request that it remain confidential, shall not be subject to inspection or copying.

Section 11.3. 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 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 above, shall not be used in any manner or any forum adverse to the officer's interests.

Section 11.5. Use of File Material

Any information of an adverse employment nature which may be contained in any unfounded, exonerated or otherwise not sustained file, shall not be used against the officer in any future proceedings.

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

Suspension (notice to be given in writing)

Discharge

Disciplinary action may be imposed upon an employee only for failing to fulfill his responsibilities as an employee and 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 grievance involves discipline and is not processed through the grievance procedure established in this Article, then it will be handled according to the Merit Commission rules and regulations.

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 12.2. 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 meet with the employee involved and 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 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 employee does not request Union representation, a Union Rep shall nevertheless be entitled to be present as a non active participant at any and all such meetings.

Section 12.3. Investigatory Interviews

Where the Employer desires to conduct an investigatory interview of an employee where the results of the interview might result in discipline, the Employer agrees to first inform the employee that the employee has a right to Union representation at such interview. If the employee 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 employee, clarifying the facts and suggesting other employees who may have knowledge of the facts.

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 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 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 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 13.3. 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 the group of 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 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 employees, 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 2. Time limits may be extended by mutual agreement.

Section 13.6. Grievance Processing

No employee or Union representative shall leave his work assignment to investigate, file or process grievances without first making mutual arrangements with his supervisor, and such mutual arrangements shall not be denied unreasonably. 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 13.7. Grievance Meetings

A maximum of two (2) employees (the grievant and/or Union Rep) per work shift shall be excused from work with pay to participate in a Step 1 or Step 2 grievance meeting. The employees shall only be excused for 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 13.8. Steps in Procedure

Disputes arising under this Agreement shall be resolved as follows:

- Step 1. If no agreement is reached between the employee and the supervisor, as provided for in Section 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 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, to a Committee consisting of the Sheriff and a standing committee 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 within ten (10) working days after the Board's written decision or the expiration of the five (5) day period if the Board 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 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 Union representatives and shall be notified of the issue where mutually agreed by the parties. All hearings shall be held in the city of Shelbyville, 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 parties. Costs of arbitration shall include the arbitrator's fees, room cost and transcription costs. Nothing in this Article shall preclude the parties 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 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 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 employee is a "probationary employee" for his first twelve (12) months of employment or until he successfully completes state mandated P.T.I. or equivalent schooling, 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 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 Appendix B and made a part hereof.

Section 14.4. 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 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 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

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

Section 14.7. Reimbursement of Training Costs for Deputy Sheriffs/COs

An officer who has been sent to and completed PTI shall be subject to the following schedule of reimbursement for tuition and housing.

When an officer voluntarily leaves employment with the Sheriff's Department within one (1) year of completion of training, he shall reimburse the County 100% of the unreimbursed cost for tuition and housing.

When an officer voluntarily leaves employment with the Sheriff's Department within two (2) years of completion of training, he shall reimburse the County 75% of the unreimbursed cost of tuition and housing.

When an officer voluntarily leaves employment with the Sheriff's Department within three (3) year of completion of training, he shall reimburse the County 50% of the unreimbursed cost of tuition and housing.

ARTICLE XV LAYOFF

Section 15.1. Layoff

In the event the Employer determines a layoff is necessary, employees shall be laid off in the inverse order of their seniority unless compliance with state or federal law requires otherwise. The Employer agrees to inform the Union in writing not less than thirty (30) days prior to such layoffs and to provide the Union with the names of all officers to be laid off in such notice.

Section 15.2. Layoff Order

Probationary employees, temporary and part time employees shall be laid off first, then full time officers shall be laid off in inverse order of their seniority. Individual officers shall receive notice in writing of the layoff not less than thirty (30) days prior to the effective date of such layoff.

Section 15.3. 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. Laid off employees shall lose recall rights twenty four (24) 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 XVI HOLIDAYS

Section 16.1. Holidays Recognized and Observed

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

New Year's Day
Martin Luther King Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
July 4th
Labor Day
Columbus Day

General Election
(even-numbered years)
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Christmas Eve or Day after
Christmas when Christmas is
on Thursday

Section 16.2. Eligibility Requirements

Employees shall be eligible for holiday pay under the following conditions:

- (a) The employee would have been scheduled to work on such day if it had not been observed as a paid holiday unless the employee is on a day off or vacation or sick leave; and
- (b) The employee worked his/her last scheduled work day prior to the holiday and his/her next scheduled work day after the holiday unless he/she is absent for any reasonable purpose. Reasonable purpose shall include use of paid leave. If a holiday is observed on an eligible employee's scheduled day off or while the employee is on vacation or paid sick leave, he/she shall be paid for such holiday.

Section 16.3. Holiday Pay

If an employee works on any of the paid holidays described in Section 1 above, the employee shall be paid at the rate of time and one-half for all hours worked in addition to his regular base pay. Employees covered by this Agreement whose regularly scheduled day off falls on a paid holiday shall receive a normal work day's compensation in addition to the regular base pay. The employee may choose to accept cash or compensatory time for holiday pay.

Any employee that earned holiday compensation time from September 1, 2011 and did not use it to the current date shall have their compensatory time reduced and paid in like amount for such compensatory time. Any employee who earned and used such compensatory time shall have no such reduction.

Section 16.4. Advance Notice

Employees scheduled to work a holiday shall be given as much advance notice as practicable.

Section 16.5. Observance

Whenever a holiday falls on Saturday, it shall be observed on the preceding Friday for employees normally schedule to work Monday through Friday, day shift. Whenever a holiday falls on a Sunday, for employees normally scheduled to work Monday through Friday, it shall be observed on the following Monday. For all other employees, Holidays shall be observed on the actual day of the holiday unless the holiday observance has been changed to a Monday; the "observed" day shall then become the actual day of the Holiday.

ARTICLE XVII VACATIONS

Section 17.1. Vacation Leave

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

<u>Unit B</u>	<u>Unit A</u>
After one (1) year.....Five (5) working days	40 Hours
After two (2) yearsTen (10) working days	80 Hours
After ten (10) yearsFifteen (15) working days	120 Hours
After fifteen (15) years.....Twenty (20) working days	160 Hours

NOTE: Any employee with more than fifteen (15) years of service as of September 1, 2011 shall receive twenty (20) vacation days if in Unit B and 160 hours if in Unit A.

Vacation time shall be taken in not less than one half (1/2) day increments. Vacation days may not be accumulated from year to year. Employees shall be eligible for vacation time only after completion of one (1) year service. Thereafter, an employee's service date shall be the anniversary date of his/her hire.

Section 17.2. Vacation Pay

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

Section 17.3. Vacation Requests

Except for an occasional day which is taken as vacation leave, all employees must submit, in writing, to the County Sheriff, a schedule of desired vacation prior to February 1st of each year. Conflicts in scheduling will be resolved in favor of the most senior employee. 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 employee shall be entitled to priority in selecting his vacation for more than two weeks in each calendar year.

Subject to the Employer's operating needs and performance of bargaining unit work, vacations shall be scheduled as requested by the employee with due consideration for seniority. Vacation shall be taken in the service year it is credited and is lost if not taken, except as provided in Section 4 below.

Section 17.4. Payment in Lieu of Vacation

If because of operating needs or the performance of bargaining unit work, the Employer is unable to schedule the employee's vacation in the service year it is earned, such vacation time shall be paid to the employee at the same rate as the employee's regular base salary. By mutual agreement between the Employer and employee, the employee may in lieu of such payment take his/her vacation at an agreed time within six (6) months after the end of the employee's service year. If the Employer is still unable to schedule the employee's vacation, in such six month

period, such vacation time shall be paid to the employee at the same rate as the employee's regular base salary.

ARTICLE XVIII SICK LEAVE

Section 18.1. Allowance

It is the policy of Shelby 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 or to be used to extend vacation period 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 18.2. Accumulation

Sick leave will be granted at the rate of one (1) sick day per month of service. Any sick days not used during the course of the calendar year shall be accumulated by each employee. A total of two hundred forty (240) days of sick leave shall be allowed to accumulate for each employee. Unused sick leave may be applied toward pension credit upon retirement.

Section 18.3. Procedures

No employee 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 employees 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 medical doctor giving information as to the circumstances involved.

Employees 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. The Sheriff may also require the employee to be examined by a physician of the Sheriff's choice and at the expense of the Employer.

Notice of an employee'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 authority may direct an employee who appears ill to leave work to protect the health of other employees. Compliance with such an order will not be charged to sick leave for the first day.

An employee 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 employees.

Section 18.4. Sick Leave Abuse Sanctions

For the purposes of the provisions contained in this Article, "abuse" of sick leave is the utilization of such for reasons other than those stated in Section 18.1 of this Article.

Upon sufficient evidence of the abuse of such sick leave, the employee shall not be paid for such leave taken nor shall the employee accrue any rights such as seniority or other rights. Sufficient evidence of abuse shall be presumed if the employee is found not to be at home or the employee cannot establish that he has sought medical treatment. Continued "abuse" of sick leave shall subject the employee to disciplinary action pursuant to the terms of this Agreement. All employees agree to cooperate fully with the Department in verifying illness, including admission of supervisor to the employee's home when requested.

ARTICLE XIX LEAVES OF ABSENCE

Section 19.1. Discretionary Leave

- (a) The Sheriff may grant leaves of absence, without pay or salary, to employees under his supervision for job related reasons (such as further training or study), which will enable employees to perform their usual and customary duties with greater efficiency and expertise, or for other valid reasons (such as prolonged illness of the employee, his spouse, or his child or children, or such as childbirth).
- (b) The Sheriff may assure an employee who is granted such leave, that the employee's position, or job, will be restored to him at the conclusion of his leave. Any person hired by the County to fill the employee's position, or to perform his usual and customary duties during the employee's leave will be transferred out of that position or terminated so as to permit such employee to resume his employment by the County.
- (c) No leave shall be granted for a period exceeding one hundred and eighty (180) consecutive calendar days, nor shall any employee 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 employee on leave will not accrue any benefits whatsoever.

Section 19.2. Absence Due to Death in Immediate Family

- (a) In the event of the death of an immediate family member, (spouse, parents, children, brother, sister, grandparents, grandchildren, father-in-law, mother-in-law, brother-in-law,

sister-in-law) an employee shall be permitted to be absent from his job for an appropriate number of days up to three (3) days with supervisor approval, and for each such day's absence, the employee shall receive compensation at his normal rate of pay. If the employee desires to be absent for more than three (3) days, he may utilize previously earned, unused, accumulated time for each such additional day's absence at his normal rate of pay, provided that his immediate superior approves such additional absence.

- (b) Any absence to attend the funeral of anyone who is not a member of an employee's immediate family may be arranged with the Sheriff, or his designee, but previously earned and unused accumulated time may be utilized in such case with the consent of the Sheriff, or his designee. If no accumulated time is available, employee may request time off without pay.

Section 19.3. Jury Duty

An employee 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 employees shall sign a waiver of any compensation otherwise due them for serving on such jury, except for mileage.

Section 19.4. Prohibition Against Misuse of Leaves

During any leaves granted pursuant to the terms of this Agreement, regardless of being with or without pay, an employee 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 employee to immediate discharge or loss of all benefits and rights accrued pursuant to the terms of this Agreement.

Section 19.5. Military Leave

The Employer will comply with all applicable federal and state laws regarding employment of military service personnel.

ARTICLE XX HOURS OF WORK/OVERTIME

Section 20.1. Regular Hours

The regular hours of work each day shall be consecutive except that they may be interrupted by a thirty minute lunch period.

Section 20.2. Work Period

The work period is defined as a regularly recurring period of seven (7) days from 12:01 a.m. Sunday to 12:00 Midnight Saturday. Up to eight (8) consecutive hours of work within a twenty-four (24) hour period constitutes the regular work day.

Section 20.3. Work Schedule

All employees shall be scheduled to work on a regular five (5) day work shift in a seven (7) day period. An employee may be scheduled to work forty (40) hours in a seven (7) day period. Shifts may be rotated pursuant to management needs. The Employer reserves the right to review and alter shifts every ninety (90) days. All hours worked or compensated shall count towards the forty (40) hours in a work week.

Section 20.4. Rest Periods

The Employer recognizes that rest periods of approximately fifteen (15) minutes each, should be provided to all employees with one rest period during each half shift. The employees recognize the nature of the bargaining unit work is such that the formal scheduling of such rest periods is not reasonable.

Rest periods may be taken by the employee during each half shift so long as the employee's rest period is not scheduled in a way which seriously interferes with performance of the employee's work task.

Section 20.5. Meal Periods

All employees shall be granted a lunch period of 30 minutes during each shift. Whenever possible, the lunch period shall be scheduled near the middle of each shift. For Unit B employees, meal periods shall be taken in the control room or at duty station.

Section 20.6. Overtime

Employees required to work any hours in addition to their normal work day or the normal work week shall be paid as follows: All hours worked in excess eight (8) hours in a work day or forty (40) hours in a work week, shall receive a rate of pay equal to one and one-half (1 1/2) their regular rate of pay.

Section 20.7. Compensatory Time

Employees may elect to take compensatory time off in lieu of overtime pay, but the compensatory time shall be accumulated at the same rate as the overtime pay would be made. Once a year, at the same time as other Sheriff's Department employees, they may cash out any or all of accumulated compensatory time.

Employees shall not be allowed to accumulate more than 480 hours of compensatory time as defined in the Fair Labor Standards Act.

Section 20.8. 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. Employees shall be paid a minimum of three (3) hours at tie and one half (1 1/2) regardless of classification.

Section 20.9. Court Time

Employees covered by this Agreement, required to attend court outside their regularly scheduled work hours shall be compensated at a rate of pay equal to their regular base rate of pay for a minimum of three (3) hours. Said hours shall be paid at the rate of time and one-half (1 1/2).

ARTICLE XXI WAGES/COMPENSATION/ALLOWANCES

Section 21.1. Pay Schedule

Retroactively effective on all hours paid and/or paid as if worked, to September 1, 2018, the attached wage matrices, referred to as "Deputy" and "Dispatcher/Jailer" Wage Appendices shall become effective. Existing employees shall be placed on the scale in the step equal to their

years of service as of September 1, 2018 and shall move to the next step in the matrix on September 1st of each subsequent year and beyond unless otherwise mutually agreed to by the parties. Any employee in the classification of Jail Matron/Cook, Janitor and Secretary/Bookkeeper hired after the ratification of this agreement shall not be placed on the Dispatch/Jailer salary matrix, but rather shall be compensated at the starting rate of \$27,000. The base salary shall be increased by \$1000 on September 1st of each year of this Agreement (2018 through 2020).

Retroactive amounts and holiday compensation due employees under this agreement shall be paid, via separate check, to bargaining unit employees within thirty (30) days following ratification by the County.

Effective September 1, 2018, each step of the Deputy matrix shall be increased by \$1000 and each step of the Dispatcher/Jailer matrix shall be increased by \$1050.

Effective September 1, 2019, each step of the Deputy matrix shall be increased by \$800 and each step of the Dispatcher/Jailer matrix shall be increased by \$1050.

Effective September 1, 2020, each step of the Deputy matrix shall be increased by \$800 and each step of the Dispatcher/Jailer matrix shall be increased by \$1050.

Section 21.2. Uniform & Equipment Allowance

A Uniform and Equipment allowance of seven hundred fifty (\$750.00) dollars, minus any applicable taxes due, will be disbursed annually to all employees, and paid in one lump sum in a check separate from their payroll check. Employees shall be responsible for buying/maintaining their uniforms.

Section 21.3. Longevity

On the anniversary of hire, each employee in the bargaining unit shall advance one step in the longevity plan in Appendix A and will receive the base pay increase of the step advancement. With regard to new scales for Jail Matron/Cook, Janitor and Secretary/Bookkeeper, the following provisions apply:

Any civilian with one (1) to nineteen (19) years of service shall receive a base pay increase of \$500 on every 4th anniversary of continuous service from their date of hire.

Any civilian with twenty (20) to twenty-five (25) years of service shall receive a base pay increase of two percent (2%) on every annual anniversary of continuous service from their date of hire.

Any civilian with twenty-five (25) years of service or more will receive one two percent (2%) base pay increase on their next annual anniversary of continuous service from their date of hire.

ARTICLE XXII INSURANCE AND PENSION

Section 22.1. Insurance

The County agrees to pay full cost of the employee individual basic health insurance premium, except that each employee will contribute through payroll deduction an amount equal to \$53.00 per pay period, effective for the term of this agreement, as of November 1, 2020. The Employer will bear the expense of any increase in costs during the term of the Agreement.

If Employer increases in premium cost exceed the annual maximum additional employee contributions of 12 percent per year, the Employer and the Union agree to meet to explore alternative plans of health coverage and provider networks including, but not limited to HRAs, HSAs, and higher annual deductibles.

The Employer reserves the right to change or provide alternate insurance carriers, health maintenance organizations or to self insure. The Union agrees that when changing insurance carriers, a plan identical to the current plan may not be available. New coverage and benefits will be substantially similar to the current plan among the various plans considered by the Employer. The Employer shall notify the Union at least thirty (30) days in advance of the change in insurance carriers to review the new benefits. Should the Labor Council notify the Employer of its desire to bargain over the impact thereof, no changes shall be made until the parties have concluded such bargaining. Should an impasse arise in such bargaining, the parties shall resolve the impasse by arbitration, using the procedure of Section 164 of the Act.

The arbitrator shall have the authority to issue awards retroactively effective to the date the Labor Council demanded bargaining.

A committee consisting of 2 members from Unit A and two members from Unit B (FOP Units), 2 members from AFSCME and the County Board Insurance Committee shall meet in an attempt to resolve the insurance issues in Shelby County.

Section 22.2. Pensions

The Employer shall continue to contribute on behalf of the employees 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 employee 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 employees.
- (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. Union Rep Attendance

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

ARTICLE XXIV SUBSTANCE ABUSE TESTING

Section 24.1. Statement of Policy

It is the policy of the County that the public has the right to expect persons employed to be free from the effects of drugs and alcohol. The Employer has the right to expect its employees to report for work fit and able for duty. The purposes of the policy shall be achieved in such manner as not to violate any established rights of the officers.

Section 24.2. Prohibitions

Officers shall be prohibited from:

- (a) consuming or possessing alcohol (unless in accordance with duty requirements) 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;
- (b) illegally consuming, possessing, selling, purchasing, or delivering any illegal drug;
- (c) failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

This section is not intended to limit the enforcement the laws of the State of Illinois.

Section 24.3. Drug and Alcohol Testing

Where the Sheriff, or his designee (non-bargaining unit member), or supervisory officer has reasonable suspicion to believe that an employee is under the influence of alcohol or illegal drugs during the course of the work day, the Sheriff or his designee shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. There shall be no random or unit-wide testing of officers except random testing of an individual employee as authorized in Section 9 below.

Section 24.4. Order to Submit to Testing

At the time an employee is ordered to submit to testing authorized by this Agreement, the Sheriff, or his designee (non-bargaining unit member) shall provide the employee with a 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 a reasonable opportunity to consult with a representative of the F.O.P. or a private attorney at the time the order is given. No questioning of the officer shall be conducted without first affording the officer the right to F.O.P. representation and/or legal counsel.

Refusal to submit to such testing may subject the employee 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. In no event shall the taking of the blood sample be delayed. Any testing shall not occur until after a reasonable time to consult with a representative.

Section 24.5. Tests to be Conducted

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

- (a) Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act;

- (b) Establish a chain of custody procedure for both sample collection and testing that will ensure 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;
- (c) 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;
- (d) Collect samples in such a manner as to insure a high degree of security for the sample and its freedom from adulteration;
- (e) Confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography mass spectrometry (gcms) or an accepted method that provides quantitative data about the detected drug or drug metabolites;
- (f) Provide the officer testing 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 makes such demand of the Sheriff or his designee within seventy-two (72) hours of receiving the results of the tests;
- (g) Require that the laboratory or hospital facility report to the Sheriff that a blood or urine sample is positive only if both the initial screening and confirmation tests 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 Sheriff will not use such information in any manner or forum adverse to the officer's interests;
- (h) Require that with regard to alcohol testing, for the purpose of determining whether the officer is under the influence of alcohol, test results showing an alcohol concentration of .08 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive. (Note: The foregoing standard shall not preclude the Sheriff from attempting to show that lesser test results demonstrate that the officer was under the influence, but the Sheriff shall bear the burden of proof in such cases);
- (i) Provide each officer tested with a copy of all information and reports received by the County in connection with the testing and the results;
- (j) Ensure that no officer is the subject of any adverse employment action except temporary reassignment or relief from duty with pay during the pendency of any testing procedure. Any such temporary reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

Section 24.6. Right to Contest

The Union and/or officer, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis of 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 constitutional rights as may exist and may pursue the same in their own discretion, with or without the assistance of the Union.

Section 24.7. Voluntary Requests for Assistance

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

Section 24.8. Mandatory Tests

Whenever any employee is involved in any of the following events a test for alcohol and drugs shall be performed. Refusal by the employee shall subject the employee to discipline. In the event the employee is unable due to a physical condition to consent to such test the employee shall be deemed to have given his/her consent to such test. An event which would require the testing provided for in this Section is:

- (a) The employee being involved in a motor vehicle collision while on duty and or operating one of the motor vehicles involved in the collision where serious injury or fatality has occurred.
- (b) The employee being involved in an incident in which said employee has or is accused of having discharged his firearm while on duty, or while engaged in performing any law enforcement activity. The discharge of a firearm on a duly authorized firing range for purposes of weapons qualification is not included within this subsection. In cases where on-duty discharge of said firearm results in injury or death to a person, testing must be completed as soon as practicable after the employee-involved shooting but no later than the end of the involved employee's shift or tour of duty.
- (c) The employee is assigned to a regular duty assignment which will require the officer to routinely become involved in cannabis and controlled substances investigation in a covert capacity. Such an assignment would include assignment to the Southeast Illinois Drug Task Force or to the Southern Illinois Drug Task Force. In this event, said employee shall be tested on a regular quarterly basis.

Section 24.9. Discipline

In the first instance that an officer tests positive on both the initial and the confirmatory test for prescription drugs, and all officers who voluntarily seek assistance with drug and/or alcohol related problems, shall not be subject to any disciplinary or other adverse employment action by the County. 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 of alcohol;
- (c) The officer completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) 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 or who do not act in accordance with the foregoing, or who test positive for drugs, or test positive for alcohol a second or subsequent time 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 of 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 peace officer or whose continuance on active status would constitute a direct threat to the property or safety of others. Such officers shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence, at the officer's option, pending treatment. The foregoing shall not limit the Employer's right to discipline employees for misconduct provided such discipline shall not be increased or imposed due to alcohol or drug abuse.

ARTICLE XXV GENERAL PROVISIONS

Section 25.1. 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 25.2. Work Rules

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

Section 25.3. Personal Days Accrual and Use

- (a) Each employee shall have three (3) personal days per year with pay to be credited on September 1. During the first year of employment and after completion of probation, Unit A employees shall accrue personal days at the rate of one-half (1/2) day per month of service up to a maximum of three (3); Unit B employees shall accrue one (1) personal day for every four (4) months to be used during that four (4) months unless time constraint waived by Sheriff.
- (b) Personal days shall be taken not less than one half (1/2) day at a time and the employee shall receive the employee's base salary for each personal day taken. Personal days may not be accumulated from year to year but must be taken or lost.

Section 25.4. Scheduling of Personal Days

Days off shall be scheduled sufficiently in advance to be consistent with operating necessities and the convenience of the employee except for emergency situations of the employee which preclude such prior arrangements.

Section 25.5. Continuing Education

Officers shall be paid in accordance with past practice for mandatory training sessions. For optional training sessions, officers will be paid at the straight time rate only for those hours actually spent in the training session. Officers shall be permitted to use a Sheriff's Department vehicle for transportation to and from training sessions.

Section 25.6. Physical Testing Unit A

Employees are subject to physical testing upon application for employment. On each anniversary of each employee, said employee will be eligible for a physical examination by a doctor acceptable to the Merit Commission. The Employer shall pay for such examinations. The results of said examinations will be made available to the Employer, Merit Commission and the employee.

At least once every fiscal year a five item physical fitness test will be offered to all bargaining unit employees. Practical exercise performance requirements are physical activities related to law enforcement tasks. Participation in this physical testing program is entirely voluntary and in no way shall impact upon the bargaining unit employees continued employment. The following practical exercise performance guidelines are as follows:

1. **THRESHOLD WEIGHT** This is the weight that has been determined as the weight necessary to 1) perform police tasks without undo effort, and 2) to minimize health problems due to over fatness. The score is Pounds per height in inches.
2. **PERCENT BODY FAT** For those individuals not meeting the threshold weight a body fat test will be administered. This is the percentage of body fat that has been determined as the level of over fatness that poses a health risk. The score is in a fat percentage.
3. **SIT AND REACH TEST** This is a measure of the flexibility of the lower back and upper leg area. It is an important area for performing police tasks involving range of motion and is important in minimizing lower back problems. The score is in the inches reached on a yard stick.
4. **ONE MINUTE SIT UP TEST** This is a measure of the muscular endurance of the abdominal muscles. It is an important area for performing police tasks that may involve the use of force and is an important area for maintaining good posture and minimizing lower back problems. Score is in the number of sit ups completed in one minute.
5. **ONE REPETITION MAXIMUM BENCH PRESS** This is a maximum weight pushed from the bench press position and measures the amount of force your upper body can generate. It is an important area for performing police tasks requiring upper body strength. The score is a ratio of weight pushed divided by body weight. The test will be conducted on a Universal DVR Chest Press.

6. 1.5 MILE RUN This is a timed run to measure the heart and vascular systems capability to transport oxygen. It is an important area for performing police tasks involving stamina and endurance and to minimize the risk of cardiovascular problems. The score is in minutes and seconds.

THRESHOLD WEIGHT

HEIGHT INCHES	THRESHOLD WEIGHT	HEIGHT INCHES	THRESHOLD WEIGHT	HEIGHT INCHES	THRESHOLD WEIGHT
52	75	63	134	74	217
53	80	64	141	75	226
54	85	65	147	76	235
55	89	66	154	77	245
56	94	67	161	78	255
57	99	68	168	79	265
58	105	69	176	80	275
59	110	70	184	81	285
60	116	71	192	82	297
61	121	72	200	83	307
62	128	73	209	84	318

PHYSICAL FITNESS STANDARDS

TEST AGE	MALE				
	20-29	30-39	40-49	50-59	60-UP
Percent Body Fat	7.4%	20.5%	22.5%	24.1%	25.0%
Sit & Reach Minute	16.5 In.	15.5 In.	14.3 In.	13.3 In	12.5 In
Sit Up	38	35	29	24	19
Maximum Bench Press Ratio (% of total weight)	.99	.88	.80	.71	.65
1.5 Mile Run	12:51	13:36	14:29	15:26	16:43
TEST AGE	FEMALE				
	20-29	30-39	40-49	50-59	60-UP
Percent Body Fat	23.7%	24.9%	27.9%	31.6%	32.5%
Sit & Reach Minute	19.3 In.	18.3 In.	17.3 In.	16.8 In.	15.5 In.
Sit Up	32	25	20	14	6
Maximum Bench Press Ratio (% of total weight)	.59	.53	.50	.44	.43
1.5 Mile Run	15:26	15:57	16:58	17:54	18:44

Section 25.7. Residency

All employees must establish residency upon completion of probation, but may reside at any location within the County.

ARTICLE XXVI 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 XXVII 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 XXVIII DURATION AND SIGNATURE

Section 28.1. Term of Agreement

This Agreement shall be effective from September 1, 2018 and shall remain in full force and effect until August 31, 2021. 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) nor less than ninety (90) 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 28.2. Continuing Effect

Notwithstanding any provision 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 28.3. Changes to Agreement

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.

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

FOR THE EMPLOYER:

FOR THE UNION:

Shelby County Board Chairman

Shelby County Clerk

Shelby County Sheriff

F.O.P. Labor Council

APPENDIX A - WAGES

Bargaining Unit A - Deputy Wages

Step	September		September		September	
Years of Service	2018		2019		2020	
	Annual	Hourly	Annual	Hourly	Annual	Hourly
Start	42,875.00	20.61	43,575.00	20.95	44,275.00	21.29
Base	49,000.00	23.56	49,800.00	23.94	50,600.00	24.33
After 2 Years	49,500.00	23.80	50,300.00	24.18	51,100.00	24.57
After 3 Years	50,000.00	24.04	50,800.00	24.42	51,600.00	24.81
After 4 Years	50,500.00	24.28	51,300.00	24.66	52,100.00	25.05
After 5 Years	51,000.00	24.52	51,800.00	24.90	52,600.00	25.29
After 6 Years	51,500.00	24.76	52,300.00	25.14	53,100.00	25.53
After 7 Years	52,000.00	25.00	52,800.00	25.38	53,600.00	25.77
After 8 Years	52,500.00	25.24	53,300.00	25.63	54,100.00	26.01
After 9 Years	53,000.00	25.48	53,800.00	25.87	54,600.00	26.25
After 10 Years	53,500.00	25.72	54,300.00	26.11	55,100.00	26.49
After 11 Years	54,000.00	25.96	54,800.00	26.35	55,600.00	26.73
After 12 Years	54,500.00	26.20	55,300.00	26.59	56,100.00	26.97
After 13 Years	55,000.00	26.44	55,800.00	26.83	56,600.00	27.21
After 14 Years	55,500.00	26.68	56,300.00	27.07	57,100.00	27.45
After 15 Years	56,000.00	26.92	56,800.00	27.31	57,600.00	27.69
After 16 Years	56,500.00	27.16	57,300.00	27.55	58,100.00	27.93
After 17 Years	57,000.00	27.40	57,800.00	27.79	58,600.00	28.17
After 18 Years	57,500.00	27.64	58,300.00	28.03	59,100.00	28.41
After 19 Years	58,000.00	27.88	58,800.00	28.27	59,600.00	28.65
After 20 Years	58,500.00	28.13	59,300.00	28.51	60,100.00	28.89
After 21 Years	59,000.00	28.37	59,800.00	28.75	60,600.00	29.13
After 22 Years	59,500.00	28.61	60,300.00	28.99	61,100.00	29.38
After 23 Years	60,000.00	28.85	60,800.00	29.23	61,600.00	29.62
After 24 Years	60,500.00	29.09	61,300.00	29.47	62,100.00	29.86
After 25 Years	62,500.00	30.05	63,300.00	30.43	64,100.00	30.82
After 30 Years	64,500.00	31.01	65,300.00	31.39	66,100.00	31.78

Bargaining Unit B - Dispatcher/Jailer Wages

Step	September		September		September	
Years of	2018		2019		2020	
Service	Annual	Hourly	Annual	Hourly	Annual	Hourly
Start	34,297.62	16.49	35,219.83	16.93	36,142.05	17.38
Base	39,050.00	18.77	40,100.00	19.28	41,150.00	19.78
After 2 Years	39,550.00	19.01	40,600.00	19.52	41,650.00	20.02
After 3 Years	40,050.00	19.25	41,100.00	19.76	42,150.00	20.26
After 4 Years	40,550.00	19.50	41,600.00	20.00	42,650.00	20.50
After 5 Years	41,050.00	19.74	42,100.00	20.24	43,150.00	20.75
After 6 Years	41,550.00	19.98	42,600.00	20.48	43,650.00	20.99
After 7 Years	42,050.00	20.22	43,100.00	20.72	44,150.00	21.23
After 8 Years	42,550.00	20.46	43,600.00	20.96	44,650.00	21.47
After 9 Years	43,050.00	20.70	44,100.00	21.20	45,150.00	21.71
After 10 Years	43,550.00	20.94	44,600.00	21.44	45,650.00	21.95
After 11 Years	44,050.00	21.18	45,100.00	21.68	46,150.00	22.19
After 12 Years	44,550.00	21.42	45,600.00	21.92	46,650.00	22.43
After 13 Years	45,050.00	21.66	46,100.00	22.16	47,150.00	22.67
After 14 Years	45,550.00	21.90	46,600.00	22.40	47,650.00	22.91
After 15 Years	46,050.00	22.14	47,100.00	22.64	48,150.00	23.15
After 16 Years	46,550.00	22.38	47,600.00	22.88	48,650.00	23.39
After 17 Years	47,050.00	22.62	48,100.00	23.13	49,150.00	23.63
After 18 Years	47,550.00	22.86	48,600.00	23.37	49,650.00	23.87
After 19 Years	48,050.00	23.10	49,100.00	23.61	50,150.00	24.11
After 20 Years	48,550.00	23.34	49,600.00	23.85	50,650.00	24.35
After 21 Years	49,050.00	23.58	50,100.00	24.09	51,150.00	24.59
After 22 Years	49,550.00	23.82	50,600.00	24.33	51,650.00	24.83
After 23 Years	50,050.00	24.06	51,100.00	24.57	52,150.00	25.07
After 24 Years	50,550.00	24.30	51,600.00	24.81	52,650.00	25.31
After 25 Years	53,050.00	25.50	54,100.00	26.01	55,150.00	26.51
After 30 Years	55,050.00	26.47	56,100.00	26.97	57,150.00	27.48

APPENDIX B - SENIORITY LIST

Civilians/COs		Deputies	
Employee	Date of Hire	Employee	Date of Hire
Zakowski, B.	12/19/1996	Reeves, C.	5/16/1995
Sokolis, P.	1/23/2000	Wood, J.	6/20/1997
Ezell, J.	11/17/2003	Dudra, J.	9/4/2007
Wade, T.	8/1/2006	Lustig, D.	6/1/2010
Burkhead, D.	6/10/2010	Hoadley, R.	4/1/2011
Jones, C.	11/27/2010	Sarver, B.	6/11/2012
Atteberry, T.	2/19/2011	Wood, Q.	6/11/2012
Bailey, E.	4/28/2012	Washburn, J.	6/25/2012
Meek, J.	4/14/2014	Myers, D.	4/26/2014
Culberson, T.	6/19/2017	Brandt, J.	6/13/2017
Haynes, M.	12/30/2017	McQueen, S.	8/23/2017
Hudson, A.	4/21/2019	Mudgette, A.	3/24/2020
Atkinson, B.	9/22/2019	Graham, M.	9/14/2020
Williams, C.	10/22/2019		
Gatton, B.	11/03/2019		
Durbin, D.	11/11/2019		

APPENDIX C - DUES AUTHORIZATION FORM

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

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

I, _____, hereby authorize my Employer, _____, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. (In addition, I authorize my Employer named hereinabove to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of my employment, in such manner as it so directs.)

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

Employment Start Date: _____

Title: _____

Employer, please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council
Attn: Accounting
974 Clock Tower Drive
Springfield, Illinois 62704

(217) 698-9433

Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deduction. Please check with your tax preparer regarding deductibility.



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

Lodge No. / Year / Grievance No.

Date Filed: _____

Department: _____

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

STEP ONE

Date of Incident or Date Knew of Facts Giving Rise to Grievance: _____

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

Briefly state the facts: _____

Remedy Sought: _____

Given To: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP ONE RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP TWO

Reasons for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP TWO RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP THREE

Reasons for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP THREE RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP FOUR

Reasons for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP FOUR RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Referral Given

Date

FOP Labor Council Representative



EXHIBIT B

Shelby County Board

P.O. Box 230
Shelbyville, Illinois 62565

Phone:
217/774-4421

Dear Shelby County Board and Citizens of Shelby County,

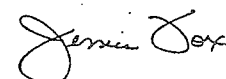
In January of 2021, a grievance was filed from the Shelby County Sheriff's Department FOP Union regarding the awarding of vacation benefit time. The grievance was that vacation benefit time was not going to be awarded in the same manner as in the past years, which has been awarded in direct violation of the contract. Vacation has been being credited to the employee on January 1 of each calendar year. The FOP contract clearly states that the 40 hrs. vacation time be awarded after one year of service and vacation benefit time is earned annually after that. The contract clearly says the service date is the date of hire. The past practice was in direct violation of the contract to the benefit of the employee and constitutes direct overpayments under the contract. I was advised that the courts recognize past practice in labor situations and would rule in favor of the employee. The problem I find with the past practice advice I received from the Shelby County States Attorney is this: when past practice is changed by the employer, there is a grievable event. If the employer does not change the language in the contract but find out the department has been doing it wrong, I don't find a grievable offense. The employer (Shelby Co Board) NEVER changed the vacation language. Like stated above, I was informed that we would lose in arbitration if it went that far.

Therefore, I agreed to settling the grievance by allowing past practice through the next contract term, which is August 31, 2021. The next reason I am sending the letter is to illustrate how agreeing to this past practice effectively changed the terms of contract, which needs to go before the board because it creates the expenditure of thousands of dollars. So, in reality, it is deeply my opinion, that in the small group meeting of the Sheriff, Undersheriff, two Union Stewards, FOP representative, States Attorney, and myself as board chairman, that we should not have made a decision that would create the expenditure of thousands of dollars and potentially cover the illegal expenditure of thousands of dollars without full board approval. Therefore, I also question the validity and legality of the grievance settlement, in two parts. One, has the employee been grieved and therefore not whole? Second, can the 1st step in the FOP grievance process remedy this when the violation has been perpetrated by a union employee processing payroll and accepted by the Sheriff? This practice was not uncovered until attendance reports were made public last year and the practice was questioned. This practice has also contributed to inflated pensions and employer contributions to IMRF, social security, Medicare, and other costs to the county. Employees have cashed out vacation time in direct violation of the contract which allows 18 months for vacation to be used. Employees have then been credited with the next service year vacation hours months prior to actually earning this benefit time. In summary, I do not feel I made the right decision by putting my authorizing signature on the grievance settlement.



Bobby Orman
County Board Chairman
District 7

FILED
MAY 07 2021



SHELBY COUNTY CLERK

EXHIBIT C

SHELBY COUNTY, ILLINOIS

PAYROLL POLICIES AND PROCEDURES

- This policy is based on Federal and State Labor Law and the U.S. Citizenship and Immigration Services Law.
- 1. Pay Periods are every two weeks starting on Sunday at 12:00 a.m. and ending on Saturday at 11:59 p.m. All pay checks for two-week pay periods will be distributed within six working days after the last working day of the pay period. Paychecks will be directly deposited into individual employee checking or savings accounts on the Friday following the end of the pay period. Paper checks will be available in the County Clerk's office for pick up by Department Representatives on the Thursday following the pay period end date at 3:00 p.m. This will require a signature by the Representative for release.
- 2. General Policies:
 - a. All employees of Shelby County are required to submit a time sheet with the employee signature and the signature of the Department Head. Any changes made to a payroll already submitted will require a signature of both the employee and Department Head.
 - b. All accrued benefit time (vacation, personal, sick, compensation) will be tracked in the payroll system. Additions will be added according to the specifications in the union contracts. The use of benefit time based on payroll time sheets will deduct in the payroll system automatically. Department Heads will confirm balances with the Treasurer's office quarterly.
 - c. Payments to all employees will be based on the approved time sheets.
 - d. A new employee will not be put on payroll without the Employee Data Form signed by Department Head and both W-4 Forms and an I-9 Form.
 - e. The Employee Data Form will be required to make any pay rate changes, position changes or deductions for an existing employee. This form will need to be signed by both the employee and Department Head.
 - f. Upon any termination of an employee, the Employee Data Form will need to be signed by both the employee and Department Head.

3. Procedures:

- a. Each employee will complete and submit a signed individual time sheet showing the hours worked with specific in and out times, sick time, vacation time, holiday time, personal time, or compensation time used.
- b. Each Department Head will review for accuracy and sign time sheets. Time sheets are required to be in the Treasurer's office by 12:00 p.m. on the Monday following the end of the pay period. If Monday is a holiday, time sheets are required to be in the Treasurer's office by 10:00 a.m. on the Tuesday following the end of the pay period.
- c. Payroll deductions will be made for F.I.C.A., Federal and State Income Taxes, applicable health benefits, insurances, Union dues, I.M.R.F. and any other amounts required by State or Federal law. These accumulated deductions will be submitted to the proper entity on or before their due date.
- d. An accounting of deductions will be given to the employee as part of the payroll documentation. Staff are instructed to verify that the deductions are correct and maintain their pay stubs.

4. COUNTY BOARD PAYROLL POLICY

- a. County Board committee meeting claim sheets should be submitted to the County Clerk's office no later than 8:45 a.m. the Tuesday before County Board Meeting day. These claims can be emailed to shcoclerk@shelbycounty-il.com, faxed to 217-774-5291, or dropped off at the office. Please list the dates of your meetings and your mileage on each claim sheet you submit. All committee claim sheets are required to have a signature of the Board member. While only 1 committee per day will be paid, mileage for each additional meeting will be paid and should be listed on the claim form.
- b. Submission of the forms to the Clerk's office by the requested date and time will ensure accurate documentation is submitted to the Treasurer's office for payment of payroll for the committee meetings. The County Board Meeting will be tracked separately and should not be included on the claim forms. Forms not received by 8:45 a.m. the Tuesday before the County Board Meeting will be held for the next month's meeting.
- c. Those Board members selecting direct deposit will have the check stub emailed to them the Friday following the County Board Meeting. Checks will be mailed the Thursday evening following the County Board meeting upon completion in the Treasurer's office.

EXHIBIT D

AGREEMENT

BETWEEN

COUNTY OF SHELBY, A BODY POLITIC,

**SHELBY COUNTY BOARD OF HEALTH AND THE
COUNTY CLERK-RECORDER,
SUPERVISOR OF ASSESSMENTS, CIRCUIT CLERK
AND TREASURER-COLLECTOR OF SHELBY COUNTY
CO-EMPLOYERS**

AND

**AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES UNION, COUNCIL 31, AFL-CIO
ON BEHALF OF AND WITH
LOCAL 3323**

FOR

CERTIFIED JOB CLASSIFICATIONS IN THE

**HEALTH DEPARTMENT, HIGHWAY DEPARTMENT
AND THE OFFICES OF COUNTY CLERK-RECORDER, SUPERVISOR
OF ASSESSMENTS, CIRCUIT CLERK AND
TREASURER-COLLECTOR**

**Effective
September 1, 2018 to August 31, 2021**

F I L E D
OCT 09 2018

Jessica Tox
SHELBY COUNTY CLERK

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PREAMBLE

This Agreement, entered into by the County of Shelby, a body politic, Shelby County Board of Health, Circuit Clerk of Shelby County, Treasurer-Collector of Shelby County, County Clerk-Recorder of Shelby County and Supervisor of Assessments of Shelby County, joint public employers within the meaning of Sections 3(n) and 20(b) of the Illinois Public Labor Relations Act, hereinafter referred to as the Employer, and American Federation of State, County and Municipal Employees, Council 31, AFL-CIO, on behalf of Local 3323, referred to as the Union, after collective bargaining as required by P.A. 83-1012, has as its purposes: the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE I **RECOGNITION**

Section 1. Unit Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all employees in the bargaining units as described below. Such recognition is pursuant to certification by the State Labor Relations Board, and shall include all employees in such units, except those excluded pursuant to P.A. 83-1012 and such certification. Where a new classification is instituted, the work of which falls within the scope of the unit, the Employer agrees to jointly petition the State Labor Board to seek the necessary unit clarification.

Section 2. Job Titles

See Appendix A.

Section 3. New Classifications

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 3rd step of the grievance procedure.

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

- a) The job content and responsibilities attached 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 public labor market generally;
- c) Significant differences in working conditions to comparable position classifications.

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

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

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

Section 4. Supervisors

Supervisors may continue to perform bargaining unit work which is incidental to their jobs. Supervisors may also perform bargaining unit work in emergency situations. Such work by supervisors shall not cause any layoffs or reduction of hours of bargaining unit employees.

ARTICLE II MANAGEMENT RIGHTS

The Co-Employers possess the sole right to operate their elected offices and the County and all management rights repose in them. Except as specifically amended, changed or modified by the Agreement, and subject to the terms of this Agreement, these rights include, but are not limited to, the following:

- a) To direct all operations of the County;
- b) To establish reasonable work rules and schedules of work;
- c) To hire, promote, transfer, schedule and assign employees in positions and to create, combine, modify and eliminate positions within the County;
- d) To suspend, discharge and take other disciplinary action against employees;
- e) To layoff employees;
- f) To maintain efficiency of County operations;
- g) To take whatever action is necessary to comply with State or Federal law;
- h) To introduce new or improved methods or facilities;
- i) To change existing methods or facilities;
- j) To determine the kinds and amounts of services to be performed as pertains to County operations; and the number and kind of classifications to perform such services;
- k) To contract out for goods or services;
- l) To determine the methods, means and personnel by which County operations are to be conducted;
- m) To take whatever action is necessary to carry out the functions of the County in situations of emergency.

ARTICLE III

SUBCONTRACTING

Section 1. General Policy

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

Section 2. Notice and Discussion

The Employer agrees not to subcontract work where it would result in the layoff of bargaining unit employees without first giving the Union notice and affording the Union the opportunity to bargain concerning such change. The Employer further agrees that it will not subcontract for the purpose of avoiding the terms and conditions of this Agreement.

ARTICLE IV

UNION RIGHTS

Section 1. Union Activity During Working Hours

Employees shall, after giving appropriate notice to their supervisor, be allowed reasonable time off with pay during working hours to process grievances or attend grievance hearings, labor/management meetings, meetings covering modification of supplemental agreements arising during the term of the Agreement, committee meetings and activities if such committees have been established by this Agreement, or meetings called or agreed to by the Employer, if such employees are entitled or required to attend such meetings by virtue of being Union representatives, stewards, witnesses, or grievants, and if such attendance does not interfere with the Employer's operations.

Section 2. Access to Premises by Union Representatives

The Employer agrees that Local representatives, officers, and not more than two (2) AFSCME staff representatives at one time shall have reasonable access to the premises of the Employer, giving notice upon arrival to the appropriate Employer representative. Such visitations shall be for the reason of the administration of this Agreement. By mutual arrangement with the Employer in emergency situations, Union staff representatives or Local Union representatives may call a meeting during work hours to prevent, resolve or clarify a problem of such magnitude that a work stoppage is likely.

Section 3. Time Off For Union Activities

Local Union representatives shall be allowed time off without pay for legitimate Union business such as Union meetings, State or area wide Union committee meetings, State or International conventions, provided such representatives shall give reasonable notice to his/her supervisor of such absence and shall be allowed such time off if it does not interfere with the operating needs of the Employer. Such time off shall not be detrimental in any way to the employee's record.

Section 4. Union Bulletin Boards

The Employer shall provide bulletin boards or space thereon at each work location. A portion of the boards shall be for the sole and exclusive use of the Union. The items posted shall not be political, partisan or defamatory in nature.

Section 5. Information to Union

The Employer shall furnish the Union every ninety (90) days the current seniority rosters and re-employment lists, applicable under the seniority provisions of this Agreement.

Section 6. Union Orientation

By mutual arrangement regarding time and place with the Employer, the Union shall be allowed to orient, educate and update each employee for up to one (1) hour during the term of the Contract for the purpose of informing employees of their rights and obligations under this Collective Bargaining Agreement, and without loss of pay for the employees involved. Such attendance by employees shall be on a voluntary basis. New hires shall be included in such orientation during the first week of their orientation or training.

The Employer shall inform the Union of all such hirings and the Union shall inform the Employer of the Union representative who will carry out the Union orientation.

Section 7. Union Meetings on Premises

The Employer agrees to make available conference and meeting rooms for Union meetings required under this Article upon prior notification by the designated Union representative, unless to do so would interfere with the operating needs of the Employer, or cause additional cost or undue inconvenience to the Employer.

Section 8. Rate of Pay

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

Section 9. Privacy

The Employer shall not provide information that is exempt from disclosure under the Freedom of Information Act (5ILCS 140/7) to an entity that is not a party to this Agreement.

ARTICLE V NO STRIKES/NO LOCKOUTS

Section 1. Strike/Lockout Prohibited

Neither the Union nor any of its officers, agents or County employees will instigate, promote, encourage, sponsor, engage in or condone any strike, slowdown, concerted work stoppage or concerted interruption of work during the term of this Agreement. The County shall not lock out employees during the term of this Agreement.

Section 2. Union Action

Upon notification by the County to the Union that certain of its members are engaged in violation of this provision, the Union shall immediately order them to return to work. In the event that a strike or other violation not authorized by the Union occurs, the Union agrees to take all reasonable, effective and affirmative action to secure the members' return to work as promptly as possible.

Section 3. Penalties

Any or all of the employees who violated any of the provisions of this Section may be discharged or disciplined by the Employer. In any arbitration proceeding involving breach of this provision, the sole question for the arbitrator to determine is whether the employee or Employer engaged in the activity prohibited by this Article. In addition to penalties provided herein, the Employer may enforce any other legal rights and remedies to which by law it is entitled.

ARTICLE VI NON-DISCRIMINATION

Section 1. Prohibition Against Discrimination

Both the Employer and the Union agree not to discriminate against any employee on the basis of race, sex, creed, religion, color, marital or parental status, age, national origin, political affiliation and/or beliefs, mental and/or physical handicap, sexual orientation, or other non-merit factors except as may be required by state or federal law.

Section 2. Union Membership or Activity

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

Section 3. Equal Employment/Affirmative Action

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

ARTICLE VII UNION SECURITY

This Article intentionally left blank.

ARTICLE VIII CHECKOFF

Section 1. Deductions

The Employer agrees to deduct from the pay of those employees who individually request it any or all of the following:

- a) Union membership dues, assessments, or fees;
- b) Union sponsored benefit programs;
- c) P.E.O.P.L.E. contributions.

Request for any of the above shall be made on a form agreed to by the parties.

Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with law and shall be remitted semi-monthly to the Union at the address designated in writing to the Employer by the Union. The Union shall advise the Employer of any increase in dues or other approved deductions in writing at least fifteen (15) days prior to its effective date.

Authorized deductions shall be irrevocable except in accordance with the terms under which an employee voluntarily authorized said deductions.

Section 2. Indemnification

The Union 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.

Section 3. Availability of Cards

The Employer shall make available Union deduction cards to employees. Such cards shall be supplied by the Union.

Section 4. Form of Checkoff

Authorization for checkoff of dues by an employee shall be on a form provided by the Union authorizing such payroll deduction, signed by the employee and delivered to Employer.

ARTICLE IX HOURS OF WORK

Section 1. General Provisions

- a) The Hours of Work for respective employees and starting and quitting times are set forth below:
 - (1) Forty (40) hour per week employees:

Highway Department laborers start at 7:00 A.M. and quit at 3:30 P.M., Monday through Friday, with a thirty (30) minute unpaid lunch period.
 - (2) Thirty-five (35) hour per week employees:
 - a) Employees of the Circuit Clerk, County Clerk/Recorder, Treasurer/Collector, Supervisor of Assessments, and Health Department start at 8:00 A.M. and quit at 4:00 P.M., Monday through Friday, with a one (1) hour unpaid lunch.
 - b) The Highway Secretary will start at 7:00 A.M. and quit at 3:00 P.M., Monday through Friday, with a one (1) hour unpaid lunch period.

- (3) Less than thirty-five (35) hour per week employees:

The Animal Control Warden and Deputy Administrator start at 8:00 A.M. and quit at Noon, Monday through Friday.

- (4) The parties acknowledge that the Chief Judge has authority to change the hours of the Circuit Clerk at any time subject to the provisions of Article IX, Section 3.
- b) The normal work week shall consist of five (5) consecutive workdays followed by two (2) consecutive days off.
- c) Definitions: The "work week" is defined as the 168 hours commencing at 12:00 A.M. Sunday and running through 11:59 P.M. the following Saturday. "Time worked" is defined as all time considered work time under the Fair Labor Standards Act.
- d) Overtime Payment: Employees working in excess of their normal work week in accordance with Section 1(a) above shall be paid at the rate of one and one-half times the employee's regular hourly rate.
- e) Time Off: Time off for any holidays or accumulated holidays, vacations, personal days and/or sick days shall be counted as time worked for overtime computation.

Section 2. Breaks

- a) There shall be a minimum of two (2) rest periods not to exceed fifteen (15) minutes each during each regular workday, with one rest period near mid-morning and one rest period in mid-afternoon. The Employer need not formally schedule the rest period nor provide an area for rest.
- b) Meal Periods: Work schedules shall provide for the workday to be broken at approximately mid-point by an uninterrupted meal period of not less than thirty (30) minutes and no more than one (1) hour. Employees shall have the right to leave the work site during such periods.

Section 3. Scheduling Practices

Except for emergency situations, or as otherwise provided in this Agreement, changes in scheduling, including starting and quitting times, days off and shifts, shall not be made by the Employer without reasonable prior notification to and negotiation with the Union. Changes in scheduling practices shall not be made to avoid the payment of overtime.

Section 4. Overtime Procedure

- a) Overtime shall be distributed as equally as possible among the employees who normally perform the work within the bargaining unit. It shall be distributed on a rotating basis among such employees in accordance with seniority, the most senior employee having the least number of overtime hours being given first opportunity. This procedure shall not apply to extreme emergency situations in the Highway Department which require immediate response, it being understood that predictable weather conditions, such as heavy snows, do not constitute an emergency situation for purposes of distributing overtime.

- b) If all employees available to work the overtime hours decline the opportunity, the Employer shall assign the overtime in reverse seniority order; the least senior employee who has not been previously directed by the Employer to work overtime shall be directed to work the hours until all employees have been required to work at which time the process shall repeat itself.
- c) For the purpose of equalizing the distribution of overtime, an employee who is offered but declines an overtime assignment shall be deemed to have worked the hours assigned.
- d) The Union, on request, shall be given a list of the overtime hours worked, the employees offered overtime, the employees directed to work overtime, the employees who worked overtime and the number of hours each employee so worked.

Section 5. Call Back Pay

Any employee called back to work outside of his/her regularly scheduled shift or on his/her scheduled days off shall be paid a minimum of two (2) hours pay at the rate of time and one-half the regular rate. If the employee has been called back to take care of an emergency, the Employer shall not require the employee to work for the entire two (2) hour period by assigning the employee non-essential work.

Section 6. Standby Pay

An employee is only entitled to standby pay if he/she is required by the Employer to be on standby, i.e. if the employee is required to remain at home or a fixed place and is not free to engage in his/her own pursuits. An employee entitled to standby pay shall receive four (4) hours pay at the applicable rate for each day or portion thereof whether required to work or not. Provided, however, such employee shall not receive standby pay if he/she was not available upon call by the Employer during such standby time.

Section 7. Compensatory Time

- a) In those bargaining units where the regular work week is less than forty (40) hours per week, the Employer may elect to pay the employee for overtime hours worked only for the first five (5) overtime hours worked in each work week, by giving compensatory time off at the rate of one and one-half (1-1/2) hours compensatory time for each such overtime hour worked.
- b) No employee may accumulate more than forty (40) hours compensatory time.
- c) All overtime hours for employees whose work week is forty (40) hours and all overtime hours not covered by (a) and (b) shall be paid at the rate of one and one-half times the employees regular rate of pay.
- d) Scheduling of taking compensatory time off shall be by mutual agreement.
- e) An employee shall have the option of cashing in all, or part, of his/her accumulated compensatory time at his/her current rate of pay at the close of each fiscal year with payment to be made within thirty (30) days thereafter. Upon retirement, all accumulated compensatory time shall be paid at his/her current rate of pay within sixty (60) days after the date of retirement.

ARTICLE X

SENIORITY

Section 1. Definition

For the purposes of this Agreement, the following definition applies:

"Seniority" means uninterrupted employment with the Employer beginning with the latest date of hiring with the Employer and shall include periods of employment outside the bargaining unit, but with the Employer, layoffs for two (2) years or less and other periods of absence authorized by and consistent with this Agreement.

Section 2. Loss of Seniority

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

- 1) Resigns or quits;
- 2) Is discharged (unless reversed through the Grievance or Arbitration Procedure);
- 3) Retires;
- 4) Has been on layoff for a period of more than two (2) years;
- 5) Does not return to work from layoff within fourteen (14) calendar days after being notified to return except when the failure to return to work is due to circumstances beyond the control of the employee and the Employer has been so notified; or
- 6) Is absent from work ten (10) consecutive work days without notifying the Employer, except when the failure to notify and work is due to circumstances beyond the control of the employee. After such absence, the Employer shall send written notification to the employee at the employee's last known address that seniority is lost and employment has been terminated. In addition, the Union shall be notified in writing of that fact.

Section 3. Reinstatement

If an employee resigns or quits, and subsequently is rehired by the Employer within twelve (12) months of the termination of their previous employment, their original seniority date will be restored upon completion of three (3) consecutive years of employment, excluding time on leave of absence.

Section 4. Conflicts in Scheduling

In the event of conflict among the employees in a bargaining unit requesting vacation or other leave, the most senior employee shall be preferred.

ARTICLE XI

PROBATIONARY AND NON FULL-TIME EMPLOYEES

Section 1. Probationary Employees

- a) An employee is a "probationary employee" for his/her first ninety (90) days of employment.

- b) A temporary employee who becomes an employee in the same department in which he/she was performing substantially the same duties or performing as a temporary employee for any continuous period immediately preceding the date he/she became an employee, will have that continuous period counted towards completion of his/her probationary period.
- c) Entry level wages for new hires and for the ninety (90) day term of probation shall be one-hundred percent (100%) of the rate for the position involved.
- d) Probationary employees shall be entitled to insurance benefits under Article XXIII of this Agreement.
- e) No matter concerning the termination of a probationary employee shall be subject to the grievance and arbitration procedures. At the request of the Union, however, the Employer through a designated representative, shall discuss the termination of the probationary employee with the Union, provided the request is made within seventy-two (72) hours following the termination.
- f) A probationary employee shall have no seniority, except as otherwise provided in this Agreement, until he/she has completed his/her probationary period. Upon the completion of his/her probationary period, he/she will acquire seniority from his/her date of hire. An employee who has a continuous period of temporary employment counted towards completion of his/her probationary period will acquire seniority from the date he/she began his/her continuous period of temporary employment.

Section 2. Non-Full-Time Employees

- a) Only employees who have worked for one (1) year more than twenty (20) hours per week, on an annualized basis, are entitled to benefits under this Agreement for vacation, holidays and sick leave only, based upon the number of hours worked in relation to a full-time employee in the particular bargaining unit.
- b) All employees described in Sub-section (a) are also entitled to insurance benefits under Article XXIII of this Agreement on a pro-rated basis.

ARTICLE XII **TRANSFER TRIAL PERIOD**

Employees who are transferred under this Section from another classification shall serve a thirty (30) day transfer trial period following selection. During this transfer trial period, the employee shall receive the salary rate for the new classification. The employee may, at his/her request, return to his/her former classification at any time during such transfer trial period without loss of seniority. The employee may also be involuntarily returned to his/her former classification at any time during the transfer trial period without loss of seniority and without recourse to the grievance procedure, if the Employer determines that his/her performance is unsatisfactory.

ARTICLE XIII
LAYOFF AND RECALL

Section 1. Procedure for Layoff

- 1) When employees are removed from a classification in an office or department for the purpose of reducing the work force in that classification within that office or department, the employee with the least seniority in the affected classification shall be removed first.
- 2) A removed employee shall be transferred, conditioned upon qualifications and ability to learn and perform the work available, within a reasonable period, in the following order or priority:
 - a) To a vacancy, if any, in another classification within the office or department;
 - b) To replace an employee with less seniority, if any, in another classification within the office or department, expressly provided that the removed employee be at that time qualified and able to perform the work of the junior employee.
- 3) The procedure set forth in 2 above shall be applied for an employee who is replaced as a result of the application of the above procedure until he/she is transferred or laid off.
- 4) In applying the procedures set forth in 2 and 3 above, a removed or replaced full-time employee shall be transferred to another full-time position. A removed or replaced part-time employee shall be transferred to either a full-time or part-time position.
- 5) In applying the above procedures, full-time probationary employees shall be removed from the affected classification or replaced, as the case may be, prior to removing or replacing full-time, non-probationary employees, and part-time probationary employees shall be removed or replaced prior to removing or replacing part-time, non-probationary employees.
- 6) In the event that a temporary employee is employed in an office or department, an employee, including a probationary employee unless he/she is terminated, who is to be removed from the department shall have the option of replacing the temporary employee, conditioned upon ability to learn the job within a reasonable period. An employee exercising this option does not become a temporary employee.

Section 2. Procedure For Recall

An employee with seniority who has been laid off or transferred as a result of a layoff shall be recalled to work within the same office or department, conditioned upon ability to perform the work available, in accordance with the reverse application of the procedure for layoff. Recall rights shall continue for two (2) years after an employee has been laid off.

Section 3. Notice

The Employer shall notify the Union forty-five (45) days prior to the intended effective date of a planned layoff of permanent personnel. The Employer and the Union will discuss alternatives to the layoff if put forth by the Union and will negotiate over the impact of the layoff if alternatives are not accepted.

Any employee to be laid off will be notified fourteen (14) calendar days prior to the effective date. Examples of alternatives to layoff include, but are not limited to: voluntary layoff by a senior employee, voluntary reduction of the work week, etc.

Section 4. Recall of Laid Off Employees

No new employees at all shall be hired until all employees on layoff, in that particular office or department, desiring to return to work, shall have been given the opportunity to return to work, subject to ability to perform the job.

ARTICLE XIV VACATIONS

Section 1. Eligibility

Employees shall be eligible for vacation time only after completion of one (1) year service. Thereafter an employee's service date shall be the anniversary date of his/her hire.

Section 2. Allowance and Use

Vacation time is earned annually according to the following schedule:

After one (1) yearFive (5) working days
After two (2) years Ten (10) working days
After ten (10) years Fifteen (15) working days
After twenty (20) years ... Twenty (20) working days

Vacation time shall be taken in not less than one-half (½) day increments. Vacation days may not be accumulated from year to year.

Section 3. Vacation Pay

The rate of vacation pay shall be the employee's regular base salary (for example, half-time employees receive the regular half-day base pay for each vacation day taken).

Section 4. Scheduling

Subject to the Employer's operating needs and performance of bargaining unit work, vacations shall be scheduled as requested by the employee with due consideration for seniority. Vacation shall be taken in the service year it is credited and is lost if not taken, except as provided in Section 5 below.

Section 5. Payment in Lieu of Vacation

If because of operating needs or the performance of bargaining unit work, the Employer is unable to schedule the employee's vacation in the service year it is earned, such vacation time shall be paid to the employee at the same rate as the employee's regular base salary. By mutual agreement between the Employer and employee, the employee may in lieu of such payment take his/her vacation at an agreed time within six (6) months after the end of the employee's service year. If the Employer is still unable to schedule the employee's vacation, in such six-month period, such vacation time shall be paid to the employee at the same rate as the employee's regular base salary.

Section 6. Vacation Rights Upon Layoff or Separation

Any employee who is laid off, discharged, retired or separated from the service of the Employer for any reason, prior to taking earned vacation, shall be compensated in cash for the unused vacation the employee has accumulated at the time of separation. Payment shall be made within fifteen (15) days after separation of active employment.

ARTICLE XV HOLIDAYS

Section 1. Holidays Recognized and Observed

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

New Year's Day	Columbus Day
Martin Luther King Day	General Election (even-numbered years)
Lincoln's Birthday	Veterans Day
Washington's Birthday	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Day
July 4th	Christmas Eve or Day After
Labor Day	Christmas (when Christmas is on Thursday)

Eligible employees shall receive their regular base pay for each of the holidays listed above as holiday pay regardless of whether they perform work or not. (For example, half-time employee receive their regular half-day pay for each holiday.)

Section 2. Eligibility Requirements

Employees shall be eligible for holiday pay under the following conditions:

- a) The employee would have been scheduled to work on such day if it had not been observed as a paid holiday unless the employee is on a day off or vacation or sick leave; and
- b) The employee worked his/her last scheduled work day prior to the holiday and his/her next scheduled work day after the holiday unless he/she is absent for any reasonable purpose. Reasonable purpose shall include use of paid leave.

If a holiday is observed on an eligible employee's scheduled day off or while the employee is on vacation or sick leave, he/she shall be paid for such holiday.

Section 3. Holiday Work

If an employee works on any of the paid holidays described in Section 1 above, the employee shall be paid at the rate of time and one-half for all hours worked in addition to holiday pay.

Section 4. Advance Notice

Employees scheduled to work a holiday shall be given as much advance notice as practicable.

Section 5. Observance

Whenever a holiday falls on Saturday, it shall be observed on the preceding Friday. Whenever a holiday falls on a Sunday, it shall be observed on the following Monday.

ARTICLE XVI PERSONAL DAYS

Section 1. Accrual and Use

- a) Each employee shall have three (3) personal days per year with pay to be credited on September 1. During the first year of employment and after completion of probation, an employee shall accrue personal days at the rate of one-half ($\frac{1}{2}$) day per month of service up to a maximum of three (3).
- b) Personal days shall be taken not less than one-half ($\frac{1}{2}$) day at a time and the employee shall receive the employee's base salary for each personal day taken. Personal days may not be accumulated from year to year but must be taken or lost.

Section 2. Scheduling

Days off shall be scheduled sufficiently in advance to be consistent with operating necessities and the convenience of the employee except for emergency situations of the employee which preclude such prior arrangements.

ARTICLE XVII SICK LEAVE

Section 1. Policy

It is the policy of Shelby County to provide protection for its full-time employees against loss of income because of illness or injury. Full-time employees shall be eligible for sick leave only after completion of the ninety (90) day probation period.

Section 2. Accrual and Use

- a) All full-time employees who have completed probation shall accrue sick leave at the rate of twelve (12) days per year of employment which may be used at any time during such year. Sick leave shall accrue at the rate of one (1) day for each month of service. Sick leave shall be used only for illness, disability or injury of the employee or for appointments with doctors, dentists or other licensed medical practitioner. The employee may also elect to use sick leave in the event of illness, disability or injury of a member of an employee's immediate family or household. For purposes of definition, the immediate family shall be husband, wife, mother, father, brother, sister, children or any relative or person actually living in the employee's household for whom the employee has custodial responsibility.

- b) Sick leave may be used in increments of not less than one-half (½) day nor more than sixty (60) days per illness or injury. By mutual agreement with the elected official or Department Head in each bargaining unit, sick leave may be used in increments of not less than one (1) hour.
- c) Sick leave may be accumulated up to two hundred forty (240) days; however, an employee may only use sixty (60) sick leave days for a single illness. An employee may file for IMRF disability and use sick days in addition to the sixty (60) day limit for a single illness while the employee is waiting for payment from IMRF.

Section 3. Procedures

- a) All foreseeable sick leave shall require reasonable advance notice to the Department Head. A Department Head may direct an employee who appears ill to leave work for the protection of the health of the other employees. Compliance with such an order will not be charged to sick leave for the first day and the employee shall be paid regular wages for such first day.
- b) An employee on sick leave for five (5) days, or more, may be required by the Department Head to provide a physician's, dentist's or other licensed medical practitioner's statement prior to returning to work. An employee on sick leave longer than ten (10) days shall notify the Department Head at least one (1) day in advance of the employee's desire to return to work.

Section 4. Service Connected Injury or Illness

- a) An employee who suffers an on-the-job injury or contracts a service connected illness, shall be granted an initial leave with full pay amounting to three working days without utilization of any accumulated sick leave or other benefits. In case of absence thereafter, such employee shall be permitted to use accumulated sick leave should the employee see fit to do so.
- b) In the event such on-the-job injury or service connected illness becomes the subject of an award of the Illinois Industrial Commission or is otherwise compensated for under applicable law, the employee shall remit immediately to the Employer the dollar equivalent which equals payment received as sick leave days and the employee's sick leave account shall be credited with the number of sick leave days for which the employee has reimbursed the Employer. An employee suffering an on-the-job injury or service connected illness shall not be required to use accumulated sick leave and may elect instead to apply for unpaid sick leave under the unpaid illness provisions of this Agreement.

Section 5. Abuse of Sick Leave

- a) Failure to return to work after recovery from illness or injury necessitating paid and/or unpaid sick leave will subject the employee to discipline under the provisions of this Agreement.
- b) An employee making a request for leave under this Article or who takes leave under this Article for any purpose other than permitted herein may be subject to discipline under the provisions of this Agreement, up to and including discharge.

Section 6. Retirement

No payment shall be made to employees, upon retirement or other termination of employment, for any accumulated, unused sick leave. This provision shall not affect an employee's rights under Illinois Municipal Retirement Fund.

ARTICLE XVIII
LEAVES OF ABSENCE

Section 1. Eligibility

Employees shall be eligible for leaves of absence after three (3) months service with the Employer.

Section 2. Application of Leave

Any request for a leave of absence shall be submitted in writing by the employee to his immediate supervisor. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires.

Authorization for leave of absence shall be furnished to the employee by his immediate supervisor, and it shall be in writing.

Any request for a leave of absence shall be answered promptly. Requests for emergency leaves (for example, family sickness, death, or catastrophic event) shall be granted without delay.

A request for a short leave of absence -- a leave not exceeding one (1) month -- shall be answered within five (5) days. A request for a leave of absence exceeding one (1) month shall be answered within ten (10) days.

When an employee returns from any leave of absence permitted by this Agreement, the Employer shall return the employee to the same or similar position in the same position classification in which the employee was incumbent prior to the commencement of such leave, seniority permitting. If the employee does not have the seniority, the layoff provisions of this Agreement shall apply.

Section 3. Paid Leaves

- a) Bereavement Leave: In the event of death in the family of an employee including spouse, parents, children, brother, sister, grandparents, grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law, an employee shall be granted three (3) days leave of absence with full pay to make household adjustments, or to attend funeral services. An employee may use one (1) sick day to attend funeral of aunts or uncles. Other one (1) day requests may be granted by the Employer.
- b) Jury Duty: Leave will be granted to bargaining unit employees for time spent in petit jury and grand jury service. Evening and night shift employees will be granted leave of jury and grand jury service, even though such service occurs during the daytime, if reporting to work would impose an unreasonable hardship on the employees. Such employees shall sign a waiver of any compensation otherwise due them for serving on such jury.
- c) Civic Duty: Employees required to appear before a court or other public body by subpoena or other process on any matter not related to their work and in which they are not personally involved (as a plaintiff or defendant) may request a leave of absence to perform their civic duty and shall be granted a leave of absence with pay for the period necessary to fulfill their civic responsibilities.

- d) Military Leave: Any employee who is a member of a reserve force of the United States or of this State and who is ordered by the appropriate authorities to attend a training period or perform other duties under the supervision of the United States or this State shall be granted a leave of absence during the period of such activity. An employee who is a member of a reserve component of the armed services or the Illinois National Guard shall be granted annual training leave. The County shall pay the difference between the government allowance and the employee's base salary for no more than two (2) weeks per year. Military training leave shall be granted without the loss of other leave time.

Any bargaining unit employee mobilized to active duty shall continue in pay status and receive the amount of pay he/she would have received had the employee continued active employment, minus the amount of base pay for military service.

Such employees shall retain and accumulate seniority while in pay status.

An activated employee shall be entitled to all employer paid insurance benefits and to continue to purchase optional benefits available to active employees until the leave ends.

Accumulated time (e.g. vacation, holidays, personal and compensatory) may be utilized consistent with applicable collective bargaining provisions prior to an employee being mobilized to active duty. The Employer is encouraged to make every reasonable effort to accommodate an employee's wishes, and the parties shall work cooperatively to resolve any disputes in an expeditious fashion.

Any such accumulated time not utilized prior to an employee's mobilization to active duty may be used, at the employee's discretion, up to a maximum of 30 days, prior to his/her return to active employment; or may be used consistent with applicable collective bargaining provisions after his/her return. Any time not used shall be made available for use by employees upon return to active employment without loss of any accumulated time (including personal time) not used. Sick time may be utilized consistent with the provisions of the Collective Bargaining Agreement. Any unused sick time shall remain on the books for use by the employee upon his/her completion of active duty.

Employees subject to this Section shall earn vacation and sick leave credits while on active duty at the same rate they would earn them if they had continued active employment.

An employee who has been stationed in the continental United States shall be entitled to one (1) week of pay and benefits upon completion of active duty. An employee whose primary assignment has been other than in the continental United States shall be entitled to two (2) weeks of pay and benefits upon completion of active duty.

An employee returning to work shall be entitled to his/her position in the same worksite, in the same assignment, on the same shift, and with the same days off if such work conditions remain available upon the employee's return, seniority permitting.

An employee who is disabled prior to his/her return to work shall be entitled to a position consistent with the provisions of the Uniformed Services Employment and Re-employment Rights Act.

An employee may, if he/she so desires, return to active work status immediately upon his/her deactivation or may wait for a period of up to 90 days after his/her deactivation subject to the Uniformed Services Employment and Re-employment Act.

Nothing in this Section shall be construed as to limit, negate or restrict any and all rights to which an employee is entitled under applicable state and federal laws and regulations or the Collective Bargaining Agreement.

Section 4. Unpaid Leaves

- a) General Leave: The Employer, in its discretion may grant leaves of absence, without pay, for up to one (1) year for good and sufficient purpose. Such request shall be subject to demonstrable operational needs of the Employer and ability to fill the position on a temporary basis. Such requests shall not be unreasonably denied by the Employer.

Good and sufficient purpose shall include, but is not limited to leaves so that the employee may:

- (i) Attend to family responsibilities for care of newborn children, disabled or incapacitated family members or to respond to temporary dislocation of the family due to disaster.
- (ii) Attend a recognized college, university, trade or technical school or high school, provided that the course of instruction is related to the employee's employment opportunities with the Employer and is of potential benefits to his/her service. Before receiving the leave, or an extension thereof, the employee shall submit to the Employer satisfactory evidence that the college, university, or other school has accepted him/her as a student and, on the expiration of each semester or other school term, shall submit proof of attendance during such term.

General leaves may be extended for good cause shown.

- b) Maternity Leave: Maternity is recognized as a disability by the parties and under the law. Maternity leave is an unpaid leave. A pregnant employee may continue in her employment as long as she is physically able to perform the duties of her position, without detriment to health, as confirmed by a physician's certificate at least six (6) weeks in advance of the expected date of delivery. The physician's certificate shall contain:

Approval of the continuation of employment;

The expected date of delivery; and

A recommended date for commencement of leave of absence for maternity reasons.

Disability due to pregnancy may be charged to accumulated sick leave under the same conditions applying to an illness. All days as determined by the attending physician that the employee be absent from work for this temporary disability may be so chargeable as sick leave. Immediately upon return to work an employee shall furnish a statement from the attending physician that the employee is able to return to duty. Upon request of the employee, maternity leave shall be granted for eight (8) weeks following the date of delivery and shall be extended due to health reasons as determined by the attending physician.

- c) Illness or Disability Leave: Employees who have utilized all their accumulated sick leave days and are unable to report back to work because of the start of or continuance of their sickness of

injury, shall, upon request, receive a disability leave. During said leave the disabled employee shall provide written verification by a person licensed under the Illinois Medical Practice Act. Such verification shall show the diagnosis, prognosis and expected duration of the disability; such verification shall be made no less often than every thirty (30) days during a period of disability unless the nature of the illness precludes the need for such frequency. Prior to requesting said leave, the employee shall inform the Employer in writing the nature of the disability and approximate length of time needed for leave. The written statement shall be provided by the attending physician. If the Employer has reason to believe the employee is able or unable to perform his/her regularly assigned duties and the employee's physician certifies he/she as being able or unable to report back to work, the Employer may rely upon the decision of an impartial physician as to the employee's ability to return to work. Such examination shall be paid for by the Employer. The Employer will not arbitrarily deny such leave request.

Section 5. Benefits During Leave

Neither holidays nor vacations shall be earned nor shall sick leave accrue during unpaid leaves of absence or while the employee is off work on a paid workers' compensation claim.

Section 6. Failure to Return From Leave

Failure to return from a leave of absence within one (1) working day after the expiration date thereof shall be cause for immediate discharge. The provisions contained herein shall not apply in cases where it was impossible for the employee to return and evidence of such is provided Employer within five (5) working days after the expiration of such leave of absence or as soon as practical.

Section 7. Prohibition Against Misuse

During any leave granted pursuant to the terms of this Agreement, regardless of being with or without pay, an employee may not be gainfully employed or independently self-employed without prior approval by the Employer. Such approval may not be unreasonably withheld. Violations of the provisions contained within this Agreement may subject the employee to discipline.

Section 8. Abuse of Leave

An employee making a request for leave of absence or who takes leave under this Article by supplying false information to the Department Head in order to justify the reasons for such leave may be subject to discipline, including immediate discharge.

ARTICLE XIX DISCIPLINE AND DISCHARGE

Section 1. Definition

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

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

Disciplinary action may be imposed upon an employee only for just cause. Discipline shall be imposed as soon as possible after the Employer is aware of the event or action giving rise to the discipline and has a reasonable period of time to investigate the matter.

In any event, the actual date upon which discipline commences may not exceed forty-five (45) days after the completion of the pre-disciplinary meeting except by mutual agreement.

Section 2. Manner of Discipline

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

Section 3. Investigatory Interviews

Where the Employer desires to conduct an investigatory interview of an employee where the results of the interview might result in discipline, the Employer agrees to first inform the employee that he/she has a right to Union representation at such interview. If the employee 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 employee, clarifying the facts and suggesting other employees who may have knowledge of the facts. If, and only if, an AFSCME staff representative is present at such investigatory interview, then the Employer may have present the State's Attorney of Shelby County.

Section 4. Pre-Disciplinary Meeting

For discipline other than oral reprimands, prior to notifying the employee of the contemplated measure of discipline to be imposed, the Employer shall notify the Local Union of the meeting and then shall meet with the employee involved and inform him/her of the reason for such contemplated disciplinary action including any names of witnesses and copies of pertinent documents. Employees shall be informed of their 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 5. Oral Reprimands

In cases of oral reprimands, the supervisor must inform the employee that he/she is receiving an oral reprimand. The employee shall also be given reasons for such discipline, including any names of witnesses and copies of pertinent documents.

Section 6. Notification and Measure of Disciplinary Action

In the event disciplinary action is taken against an employee, other than the issuance of an oral reprimand, the Employer shall promptly furnish the employee and the Union in writing with a clear and concise statement of the reasons therefore. The measure of discipline and the statement of the reasons may be modified, especially in cases involving suspension pending discharge, after the investigation of the total facts and circumstances. But once the measure of discipline is determined and imposed, the

Employer shall not increase it for the particular act of misconduct which arose from the same facts and circumstances known to the Employer at the time of imposition of discipline.

Section 7. Discharge

The Employer shall not discharge any employee without just cause. If, in any case, the Employer feels there is just cause for discharge, the employee involved will be suspended pending discharge without pay for thirty (30) days. The employee and Union will be notified in writing that the employee has been suspended and is subject to discharge.

The Union shall have the right to take up the suspension and/or discharge as a grievance at the third step of the grievance procedure, and the matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary by either party. If no grievance has been filed within thirty (30) days, the discharge shall become final.

ARTICLE XX GRIEVANCE PROCEDURE

Section 1. Grievance

- a) A grievance is defined as any difference, complaint or dispute between the Employer and the Union or any employee regarding the application, meaning or interpretation of this Agreement.
- b) Grievances may be processed by the Union on behalf of an employee or on behalf of a group of employees or itself setting forth name(s) or group(s) of the employee(s). Grievances may be initiated by the Employer, subject to the restrictions of this Article, at Step 3 of the Grievance Procedure. 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. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group.

Section 2. Grievance Steps

Step 1. Immediate Supervisor

The employee and/or the Union shall orally raise the grievance with the employee's supervisor who is outside the bargaining unit. The employee shall inform the supervisor that this discussion constitutes the first step of the Grievance Procedure. All grievances must be presented not later than ten (10) working days from the date the grievant becomes aware of the occurrence giving rise to the complaint. The immediate supervisor shall render an oral response to the grievance within five (5) working days after the grievance is present. The parties recognize that variations from the immediate supervisor, where mutually agreeable, may exist, and that an immediate supervisor may actually be the Office Holder/ Department Head.

Step 2. Office Holder/Department Head

In the event the grievance is not resolved in Step 1, it shall be presented in writing by the Union to the Office Holder/ Department Head or his/her designee within five (5) working days from the receipt of the answer or the date such answer was due, whichever is earliest. Within ten (10) working days after the grievance is presented to Step 2, the Office Holder/ Department Head shall discuss the grievance with

the Union. The Office Holder/Department Head shall render a written answer to the grievance within five (5) working days after such discussion is held and provide a copy of such answer to the Union. The written grievance shall be on a mutually agreed form which shall be provided by the Employer. The written grievance shall contain a statement of the grievant's complaint, the Section(s) of the Agreement allegedly violated, the date of the alleged violation and the relief sought. The form shall be signed and dated by the grievant. Improper grievance form, date or Section citation shall not be grounds for denial of the grievance.

Step 3. Employer-Grievance Committee

If the matter is not adjusted in Step 2, or no answer is given within the time specified, the Union, by written notice to the Employer-Grievance Committee or its designee within ten (10) working days after the Step 2 answer, or after such answer was due, as the case may be, may appeal the grievance(s) to the Employer/Union Grievance Committee at Step 3. After such appeal, the Employer-Grievance Committee and the Union shall meet to discuss the grievance which has been appealed to Step 3. The Employer-Grievance Committee, as the case may be, shall be made up as follows, with members appointed by the Chairman of the County Board:

ELECTED OFFICIAL UNIT

Elected Official Involved
Another Elected Official
Co-Employer
Three (3) County Board Members

HIGHWAY DEPARTMENT

Three (3) County Board
Members
Highway Superintendent

HEALTH DEPARTMENT

Three (3) County Board Members
One (1) Health Board Member
Health Department Administrator

MORE THAN ONE BARGAINING UNIT

Heads of each Unit
Three (3) County Board
Members

All such meetings shall take place at a time and place of mutual convenience but no later than ten (10) working days following submission of the grievance(s) to Step 3. After three (3) working days but within ten (10) working days of such meeting, either party may decide that the grievance(s) raises a substantial issue which should be submitted to an independent arbitrator in accordance with the procedure set forth in Step 4.

Step 4. Arbitration

- a) If, in accordance with the above procedure, the grievance(s) is appealed to arbitration, representatives 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 the ten (10) working days after the meeting in Step 3, the parties shall request the American Arbitration Association or Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. The parties shall alternately strike the names of three (3) arbitrators, taking turns as to the first strike. The person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union, requesting that he/she set a time and place for the hearing, subject to the availability of the Employer and Union representative and shall be notified of the issue where mutually agreed by the parties.
- b) Arbitration Procedures: Both the parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator. The rules of the American

Arbitration Association shall apply. 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 own witnesses who are not employees of the Employer.

Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on the question of arbitrability. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute. The arbitrator shall neither amend, modify, nullify, ignore, add or subtract from the provisions of this Agreement.

The expenses and fees of the arbitrator and the cost of the hearing room shall be shared equally by the parties. Nothing in this Article shall preclude the parties from agreeing to the appointment of a permanent arbitrator(s) during the term of this Agreement or to use the expedited arbitration procedures of the American Arbitration Association.

The decision and award of the arbitrator shall be final and binding on the Employer, the Union, and the employee or employees involved.

If either party desires a verbatim record of the proceeding, it may cause such a record to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy it shall pay for the cost of its copy.

Section 3. Time Limits

- a) Grievances may be withdrawn at any step of the Grievance Procedure without prejudice. Grievances not appealed within the designated time limits will be treated as withdrawn grievances.
- b) The time limits at any step or for any hearing may be extended by mutual agreement of the parties involved at that particular step.
- c) The Employer's failure to respond within the time limits shall automatically advance the grievance to the next step.

Section 4. Time Off, Meeting Space and Telephone Use

- a) Time Off: The grievant(s) and/or Union grievance representative(s) will be permitted reasonable time without loss of pay during their working hours to investigate and process grievances. A grievant who is called back on a different shift or on his/her day off as a result of the Employer scheduling a grievance meeting shall have such time spent in the meeting considered as time worked. Witnesses whose testimony is pertinent to the Union's or the Employer's presentation or argument will be permitted reasonable time without loss of pay to attend grievance meetings and/or respond to the Union's or the Employer's investigation. No employee or Union representative shall leave his/her work to investigate, file or process grievances without first making mutual arrangements with his/her supervisor or designee as well as the supervisor of any unit to be visited, and such arrangements shall not be denied unreasonably. Employees attending grievance meetings shall normally be those having direct involvement in the grievance.
- b) Meeting Space and Telephone Use: Upon reasonable request, the employee and Union representative shall be allowed the use of an available appropriate room while investigating or processing a grievance; and, upon prior general approval, shall be permitted the reasonable use of

telephone facilities for the purpose of investigating or processing grievances, so long as such use does not unduly interfere with the normal operations of the County. Such use shall not include any long distance or toll calls at the expense of the Employer.

Section 5. Advanced Grievance Step Filing

Certain issues which by nature are not capable of being settled at a preliminary step of the Grievance Procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may by mutual agreement be filed at Step 3.

Section 6. Pertinent Witnesses and Information

Except as otherwise provided in Step 4, the Union may request the production of specific documents, books, papers or witnesses reasonably available from the Employer and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable laws, and rules issued pursuant thereto, governing the dissemination of such materials.

Section 7. Limitation on Grieving

In the event of a grievance, the employee shall perform his/her assigned work task and grieve his/her complaint later, unless the employee reasonably believes that the assignment endangers his/her safety.

ARTICLE XXI RECORDS AND FORMS

Section 1. Attendance Records

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

Section 2. Records

All public records of the Employer shall be available to inspection upon written request by the Union.

Section 3. Undated Forms

No Supervisor or other person in a position of authority shall demand or request that an employee sign an undated or any blank form. No employee shall be required to sign such a form. Any such demand shall entitle the employee immediate appeal to the Office-Holder or Department Head.

Section 4. Incomplete or Modified Forms

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

Section 5. Personnel Files

- (a) Files: The Employer shall keep a central personnel file within each bargaining unit for each employee which shall be confidential. Supervisors are free to keep working files where necessary but material not maintained in the central personnel file may not provide the basis for disciplinary or other action against an employee.
- (b) Inspection: Upon written request of an employee, the Employer shall permit an employee to inspect his/her personnel file and/or Supervisor's working file upon request subject to the following:
 - (i) Such inspection shall occur no longer than eight (8) working hours following receipt of the request;
 - (ii) Such inspection shall occur during normal business hours without loss of pay upon written request;
 - (iii) 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 reasonable cost of copying;
 - (iv) Upon written authorization by the requesting employee, that employee may have a representative of the Union present during inspection of his/her personnel file and/or may designate in such written authorization that said representative may inspect his/her personnel file subject to the procedures contained in this Article;
 - (v) If the employee disagrees with any information contained in the personnel record, a removal or correction of that information may be mutually agreed upon by the Employer and the employee. If an agreement cannot be reached, the employee may submit a written statement explaining the employee's position. The Employer shall attach the employee's statement to the disputed portion of the personnel records. The employee's statement shall be included whenever that disputed portion of the personnel record is released to a third party as long as the disputed record is a part of the file. The inclusion of any written statement attached in the record without further comment or action by the Employer, shall not imply or create any presumption of Employer argument with its contents. If either the Employer or the employee places in the personnel record information which is false, the Employer or employee, whichever is appropriate, shall have remedy through the grievance procedures to have that information expunged;
 - (vi) 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.
- (c) Notification: Employees shall be given notice by Employer when a formal, written warning or other disciplinary documentation is permanently placed in their personnel file.

ARTICLE XXII
LABOR-MANAGEMENT/SAFETY AND HEALTH

Section 1. Committee Make-up

The parties agree to establish a joint committee on Labor-Management/Safety and Health. The Employer representatives shall be five (5) County Board Members appointed by the Chairman of the County Board, an elected official, the Superintendent of Highways and the Director of the Health Department. The Union shall designate one employee from each unit and the AFSCME Staff Representative as its representatives.

Section 2. Meetings

The first meeting of the Committee shall be not more than thirty (30) days after the date of execution of this Agreement. thereafter the Committee shall meet upon request of either side but not more than once a month except by mutual agreement.

Section 3. Health and Safety

The Employer recognizes its responsibility to provide a safe and healthful workplace and correct all hazards. At such meetings the Committee shall first discuss matters of health and safety for the purpose of identifying and correcting unsafe working conditions.

- a) Where following such meetings agreement is reached as to the existence of unsafe or unhealthy working conditions, the Employer shall attempt to correct it within a reasonable time, utilizing existing budget funds.
- b) Where no agreement is reached, or where a clear and present danger exists, the Union may grieve at any time at Step 3. In the event a grievance is moved to arbitration, the arbitrator shall determine:
 - (i) Whether the claimed unsafe or unhealthy working condition exists;
 - (ii) If so, whether the Employer's proposed remedy thereof is reasonable under the relevant circumstances.

If the arbitrator determines that the claimed unsafe or unhealthy working condition exists and the Employer's proposed remedy is unreasonable, he/she shall order it corrected and the Employer shall make every effort to correct it using the best means available to do it. Provided, however, that where funds for the remedy have not been budgeted or are not available, the Employer shall make every reasonable effort to secure the necessary funds to correct the condition.

Section 4. Labor-Management

For the purpose of maintaining communications between labor and management and in order to cooperatively discuss and solve problems of mutual concern, a Labor-Management Committee is hereby established, composed of representatives of management and labor, to meet to examine, discuss and solve mutual problems not covered by the labor agreement. The number and composition of representatives, frequency of meetings, and topics of discussion are subject to the particular need and issues to be addressed.

The Labor-Management Committee is recognized as a forum to meet in a non-adversarial role to discuss issues and work out problems that are of mutual concern by providing a forum for communication outside the bargaining process. The Labor-Management Committee shall meet at a preset time every four (4) months beginning the second week of January 2016, unless mutually agreed upon. Each party will prepare and submit agenda items to the other one (1) week prior to the scheduled meeting. If there are no agenda items, the meeting will be canceled. The parties may mutually agree to discuss items not submitted in advance for placement on the agenda. Minutes shall be taken and forwarded to the parties.

Parties to be present shall be three (3) members of the union and one (1) representative of the employer and one (1) County Board Member appointed by the County Board Chairman.

ARTICLE XXIII

INSURANCE

Beginning November 1, 2018, employees will pay twelve and a half percent (12.5%) of the cost of the individual premium per pay check for the health insurance plan. The County agrees to pay the remaining cost of the employee individual basic health insurance premium. The Employer reserves the right to change or provide alternate insurance carriers, health maintenance organizations or to self insure. The Union agrees that when changing insurance carriers, a plan identical to the current plan may not be available. New coverage and benefits will be substantially similar to the current plan among the various plans considered by the Employer. The Employer shall notify the Union at least thirty (30) days in advance of the change in insurance carriers to review the new benefits. The parties agree that an insurance committee consisting of two (2) members of the County Board, two (2) members of AFSCME and two (2) members of FOP will schedule a meeting to discuss possible changes in the insurance plan within thirty (30) days after ratification of this agreement.

ARTICLE XXIV

PENSIONS

The Employer shall continue to make contributions to the IMRF for all eligible employees covered by this Agreement in accordance with its past practice.

ARTICLE XXV

WAGES

Section 1. Base Pay Increases

Effective and retroactive to September 1, 2018, each employee in the bargaining unit, except Laborers as set below, shall receive \$0.40 per hour increase in their base rate of pay.

Effective and retroactive to September 1, 2018, the salaries of Laborers shall be increased to the following amounts:

John Agney	\$50,585
Michael Binnion	\$33,280
Trevor Blackwell	\$33,920
Shane Kircher	\$34,560
Kenneth Vail	\$43,240

Effective September 1, 2019, each employee in the bargaining unit shall receive \$0.40 per hour increase in their base rate of pay.

Effective September 1, 2020, each employee in the bargaining unit shall receive \$0.40 per hour increase in their base rate of pay.

Section 2. Longevity

Every employee in the bargaining unit, with one (1) to nineteen (19) years of service on every 4th anniversary of continuous service from their date of hire shall receive a base pay increase of \$500.00.

Every employee in the bargaining unit with twenty (20) to twenty-five (25) years of service on every annual anniversary of continuous service from their date of hire shall receive a base pay increase of two-percent (2%).

After August 30, 2021, every employee in the bargaining unit on every 4th anniversary of continuous service from their date of hire shall receive a base pay increase of \$500.00.

Section 3.

The Employer may temporarily assign an employee to perform the duties of another classification.

Section 4. Temporary Assignment Pay

An employee temporarily assigned to perform the duties of a classification at an equal or lower pay rate than his/her regular classification shall be paid his/her proper regular classification rate. If the employee is temporarily assigned to perform the duties of a classification having a higher pay rate, they shall receive the established base rate of pay for the higher classification.

Section 5. Starting Rate of Pay

Effective September 1, 2011 any employees hired into a position covered by the bargaining unit shall be hired at an annual rate of pay, in accordance with the following schedule.

- Clerical..... \$25,000
- Laborer..... \$32,000
- Animal Control..... \$32,000.00

This amount shall remain in effect for the duration of the Agreement.

ARTICLE XXVI MISCELLANEOUS PROVISIONS

Section 1. Health Department

The merit leave in the Health Department shall be reduced to four (4) days annually.

Section 2. Highway Department

- (A) The provisions of Article XIII; Sections 2, 3 and 4 (Layoff and Recall) shall not apply to the employees of the Highway Department.
- (B) Employees designated by the Superintendent of Highways may be required, as a condition of continued employment, to obtain and maintain a driver's license appropriate for employment related use. The Employer agrees to provide equipment and up to eight (8) hours training on work time to assist present employees in obtaining the appropriate driver's license. Employees will be allowed to take the appropriate driver's license test during work time at a time designated by the Employer. Employer will pay for such licenses and supply vehicles when testing is required.

Employees who fail on their first attempt to acquire a Commercial Driver's License will be given a sixty (60) day grace period in which to acquire the license. An employee who does not pass the commercial driver's test during this period shall have his employment terminated.

Section 3. Part-Time Employees

The Employer may continue to use part-time employees in the Treasurer's Office, Circuit Clerk's Office, County Clerk/Recorder's Office and Highway Department County Health Department and Animal Control in accordance with past practice provided that no layoff of full-time employee is caused by such continued past practice.

Section 4. Circuit Clerk Holidays

The parties acknowledge that the Chief Judge of the Circuit Clerk may from time-to-time grant additional holidays to the Office of the Circuit under his supervisory authority over the court system.

Section 5. Work Rules

Work rules and personnel policies in effect prior to the date of this Agreement, to the extent they do not conflict with the provisions of this Agreement, shall continue in full force and effect.

Section 6. Mileage Allowance

All employees using their personal vehicles for County business will be reimbursed at the same rate the County Board receives.

Section 7. Dress Code

Employees shall dress in a manner appropriate for whatever particular function of the job they are performing at the time. Casual clothing is not appropriate for work in the courtroom.

ARTICLE XXVII
DRUG AND ALCOHOL TESTING POLICY

PART I - DRUG TESTING OF EMPLOYEES

Section 1. Statement of County Policy

It is the policy of the County of Shelby that the public has the reasonable right to expect persons employed in safety sensitive positions to be free from the effects of drugs and alcohol. The County, as the employer, has the right to expect these employees to report to work fit and able for duty. The purposes of this policy shall be achieved in such a manner as to not violate any established rights of the employees.

Safety Sensitive Employees shall be required to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

Section 2. Prohibitions

Employees shall be prohibited from:

- (a) consuming or possessing alcohol or illegal drugs at any time during the work day or anywhere on any County premises or job sites, including all County buildings, properties, vehicles and the employee's personal vehicle while engaged in County business, except as required in the line of duty;
- (b) illegally selling, purchasing or delivering any illegal drug, except as required in the line of duty;
- (c) being under the influence of alcohol or illegal drugs 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 3. When a Test May Be Compelled

When random drug testing is required by law or where there is reasonable suspicion to suspect that an safety sensitive employee is under the influence of alcohol or illegal drugs and is impaired while on duty, the County shall have the right to require that employee submit to alcohol or drug testing. When a supervisor has probable cause to suspect that such employee is impaired, that supervisor shall have a representative of the Highway Department confirm that suspicion. If the suspicion is confirmed the County shall provide the employee with a 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 Union shall be notified and the employee shall be permitted an opportunity to consult with a representative of the Union. No questioning of the employee shall be conducted without first affording the employee the right to Union representation and/or legal counsel. The Highway Department shall arrange for the drug test.

Section 4. Tests to be Conducted

In conducting the testing authorized by this Agreement, the County 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;
- (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 employee 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 employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the employee.
- (e) collect samples in such a manner as to preserve the individual employee's right to privacy, insure a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample, (except in circumstance where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable belief that the employee has attempted 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 employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense; provided the employee notifies the Employer within seventy-two (72) hours of receiving the results of the test;
- (h) require that the laboratory or hospital facility report to the County 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 County inconsistent with the understandings expressed herein (e.g. billings for testing that reveal the nature of number of tests administered), the County will not use such information in any manner or forum adverse to the employee's interests;
- (i) require that with regard to alcohol testing, for the purpose of determining whether the employee 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 County from attempting to show that test results between .05 and .10 demonstrate that the employee was under the influence, but the County shall bear the burden of proof in such cases);
- (j) provide each employee 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 employee 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 5. Retesting

If the test results are positive, the Union shall have the right to request the preserved samples to be sent for testing to a laboratory chosen by the Union and the cost shall be borne by the employee requesting such testing. If the retest results are negative, the cost of such retest shall be paid by the Employer, and the employee's records cleared.

Section 6. Test Results

The employee shall be compensated for all time lost from work as a result of the order to take the test; in addition, the employee shall be compensated at the employee's straight time hourly rate for all hours in excess of their scheduled work day that the employee is involved in activities as a result of the order to take the test.

Management shall notify the employee and the Union of the results of the test within sixty (60) hours after the employee has submitted to the test. Management shall make available to the Union a copy of the written report from the laboratory within twenty-four (24) hours after the report is received by Management. Reports of a positive test shall, at a minimum, state (1) the type of test conducted, (2) the results of the tests, (3) the sensitivity (cut-off point) of the methodology employed, and (4) any available information concerning the margin of accuracy and precision of the quantitative data reported for the test(s). All reports shall be reviewed by a toxicologist or a physician prior to release and only confirmed results shall be reported to the Employer. However, in the case of a negative test, the report shall specify only that the test was negative for the particular substance.

At the time of submitting to the testing, an employee shall have the right to request that the urine be preserved for a period of not less than six (6) months. Management agrees to make arrangements with the medical facility which is performing the testing, to allow for the preservation of the samples as requested.

Section 7. Voluntary Requests for Assistance

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

Section 8. Discipline

In the first instance that an employee is found to be under the influence of alcohol, and all employees who voluntarily seek assistance with drug and/or alcohol related problems, shall not be subject to any disciplinary or other adverse employment action by the County. The foregoing is conditioned upon:

- (a) the employee agreeing to appropriate treatment as determined by the physician(s) involved;
- (b) the employee discontinues his use of illegal drugs or abuse of alcohol;

- (c) the employee completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months;
- (d) the employee agrees to submit to random testing during hours of work during the period of "after care."

Employees who do not agree to the foregoing, or who test positive on both the initial and the confirmatory test for drugs, or who test positive a second or subsequent time for the presence of alcohol during the hours of work may be subject to discipline, up to and including discharge.

The foregoing shall not be construed as an obligation on the part of the County to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing the duties of an employee or whose continuance on active status would constitute a direct threat to the property or safety of others. Such employee shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence pending treatment. The foregoing shall not limit the County's right to discipline employees for misconduct provided such discipline shall not be increased or imposed due to alcohol or drug abuse.

Section 9. Treatment

- A) The parties agree to establish a Joint Labor-Management Committee to establish an Employee Assistance Plan (EAP). The Plan shall include an EAP counselor who is trained in the problems of chemical dependency and abuse. The Employer shall pay the cost of the EAP.
- B) An employee who tests positive or who will be disciplined as a result of drug use or abuse may elect to meet with the EAP counselor and/or to seek further treatment for drug use or abuse. The Employer shall suspend the imposition of discipline pending an employee's participation in the EAP Program or in further treatment. If the employee successfully completes the EAP Program or treatment, the discipline shall be rescinded and the employee's record cleared.
- C) The Employer shall provide health insurance which covers the cost of the EAP Program and/or subsequent treatment. The insurance should provide for both out-patient and in-patient treatment depending on the appropriate course in each employee's case. The in-patient treatment covered shall be of at least thirty (30) days' duration.
- D) If the nature of the EAP or treatment program (e.g. out-patient treatment) allows the employee to continue to work during the treatment, the Employer shall maintain the individual's previous employment status. If an employee participates in an in-patient program which precludes continued employment, the employee shall be granted a leave to do so. At the end of the leave, the employee shall be returned to his former position with no loss of seniority and accumulated benefits. An employee may use accumulated sickness or disability benefits during the period of his treatment leave.
- E) Nothing in this Section shall prevent an employee from seeking treatment or taking a treatment leave more than one (1) time in a year.

Section 10. Savings Clause

The parties agree that this policy and Employee Assistance Program shall not diminish the rights of individual employees under state and federal laws relating to drug testing, nor to an employee's right to utilize the grievance and arbitration procedures of the Collective Bargaining Agreement.

Section 11. Indemnification

The Employer agrees to hold the Union harmless and to bear the expenses incurred by the Union in defending litigation arising out of the Employer's activities in carrying out the drug/alcohol testing program.

Section 12. Confidentiality

The Union and the Employer agree to keep the names of the employees undergoing this procedure confidential. The Employer agrees not to contact law enforcement authorities as a result of a positive test.

PART II - ALCOHOL TESTING OF EMPLOYEES

Section 1. Procedures

The procedures set forth in Part I of this Program shall apply when an Employer seeks a blood test of an employee for alcohol use.

Section 2. Positive

Impairment by alcohol will be conclusive if the blood alcohol level is 0.04%.

PART III - RIGHT TO CONTEST

Section 1. Employee Rights

The Union and/or the employee, 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 grievance shall be commenced at Step 2 of the grievance procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impair any legal rights that employees may have with regard to such testing. Employees retain any such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the Union.

ARTICLE XXVIII **AUTHORITY OF THE CONTRACT**

Should any Article, Section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section, or portion thereof directly specified in the decision; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section, or portion thereof.

ARTICLE XXIX
TERMINATION

This Agreement shall be effective as of the 1st day of September 2018, and shall remain in full force and effect until the 31st day of August, 2021. Negotiations shall begin not later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph:

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

In witness whereof, the parties hereto have set their hands this ___ day of September, 2018.

FOR THE UNION:

David Beck
Bargaining Representative

Robert H. Perry

Mary Jo Curry

Lisa A. Sweeney

Kari A. Kingston

Linda L. Nuding

John Cagney

Christina Hewitt

FOR THE EMPLOYER:

Shelby County Board

By: [Signature]
County Board Chairman

Attest: Jenna Cox
County Clerk

Board of Health

By: Stephen F. McKeon

Attest: Jenna Cox

Jenna Cox
County Clerk-Recorder

Debra S. Ranney
Treasurer-Collector

Susan K. Kuhn
Circuit Clerk

[Signature]
County Highway Engineer

APPENDIX A

Unit B. County Clerk's Office

1. Election Administrator
2. Deputy Clerk

Unit C. Circuit Clerk's Office

1. Deputy Clerk
2. Bookkeeper/Deputy Clerk

Unit D. Treasurer's Office

1. Deputy Treasurer
2. Bookkeeper

Unit E. Highway Department

1. Secretary/Bookkeeper
2. Laborer

Unit F. Supervisor of Assessments/Office of Animal Control

1. Deputy Supervisor
2. Deputy/Bookkeeper
3. Deputy Administrator
4. Animal Warden

Unit G. Health Department

1. W.I.C. Coordinator & Nutritionist
2. Audio-Visual Technician
3. Bookkeeper
4. Secretary
5. Licensed Practical Nurse
6. Sanitarian
7. Associate Sanitarian
8. W.I.C. Intake Worker

EXHIBIT E

ATTACHMENT
(GRIEVANCE RESOLUTION)

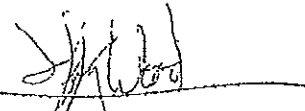
On January 14, 2021, a grievance resolution was reached between Sheriff Don Koonce, Chairman Robert Orman, and FOP representative Mark Russillo in response to union grievances filed regarding award of vacation time on anniversary date of hire rather than January 1 of each year. The grievance resolution is as follows:

pursuant to Article 17 of the collective bargaining agreement - nk, 1/14/21

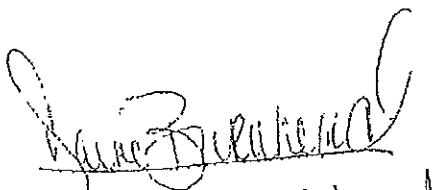
Employees who filed grievances will be awarded vacation days on January 1, 2021, rather than anniversary date of hire. Those employees will have until December 31, 2021 to utilize vacation time awarded on January 1, 2021 (consistent with past practice). This resolution will be in effect until the expiration of the current Collective Bargaining Agreement: August 31, 2021 and will not extend thereafter.

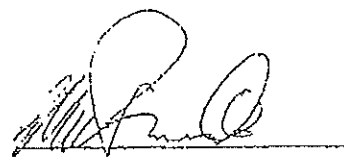
or until a
successor agreement
is
ratified


Sheriff Don Koonce


Jeff Wood


Chairman Robert Orman


Daine Burkhead


Mark Russillo (FOP)

Shelby County Sheriff's Office Attendance Report

NAME:	Missy Haynes	HIRE DATE:	12/30/2017	YEAR:	2018
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	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	
1	Court holiday CE 12 hrs												1
2													2
3									Court holiday CE 12 hrs				3
4							Court holiday CE 8 hrs						4
5											PD 8 hrs		5
6				CE 6 hrs			CE 6 hrs				Court holiday CE 8 hrs		6
7													7
8										Court holiday CE 12 hrs		PD 8 hrs	8
9													9
10												Sell bac VD 40 hrs	10
11											CT 8 hrs		11
12		Court holiday CE 8 hrs		CT 2 hrs							Court holiday CE 12 hrs		12
13													13
14													14
15	Court holiday												15
16													16
17													17
18													18
19		Court holiday					CE 12 hrs						19
20				CT 2 hrs			CE 3 hrs						20
21							CT 4 hrs CE 3 hrs						21
22							CE 3 hrs				Court holiday CE 12 hrs		22
23						PD 8 hrs	CE 3 hrs				Court holiday CE 12 hrs		23
24							CE 3 hrs					Court holiday CE 12 hrs	24
25							CE 3 hrs					Court holiday CE 12 hrs	25
26							CE 3 hrs						26
27							CE 6 hrs	PD 8 hrs					27
28					Court								28

**Shelby County Sheriff's Office
Attendance Report**

					holiday CE 12 hrs								
29													29
30			Court holiday CE 12 hrs	CE 4.5 hrs									30
31													31

JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC

VACATION												
EARNED												40 hrs
TAKEN												40 hrs
BALANCE												-0-

COMPENSATORY TIME												
EARNED	12 hrs	8 hrs	12 hrs	10.5 hrs	12 hrs		53 hrs		12 hrs	12 hrs	44 hrs	24 hrs
TAKEN				4 hrs			4 hrs				8 hrs	
BALANCE	12 hrs	20 hrs	32 hrs	38.5 hrs	50.5 hrs		99.5 hrs		111.5 hrs	123.5 hrs	159.5 hrs	183.5 hrs

PERSONAL DAYS												
EARNED								24 hrs				
TAKEN						8 hrs		8 hrs			8 hrs	8 hrs
BALANCE 16 hrs						8 hrs		-0-			16 hrs	8 hrs

SICK TIME												
EARNED	96 hrs											
TAKEN												
BALANCE												

VD = VACATION DAY TAKEN CE = COMP EARNED HC = HOLIDAY COMP EARNED CT = COMP TIME TAKEN OE = OVERTIME EARNED
PT = PERSONAL DAY TAKEN SD = SICK DAY TAKEN

Shelby County Sheriff's Office Attendance Report

NAME:	Missy Haynes	HIRE DATE:	12/30/2017	YEAR:	2019
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	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	
1	Court holiday CE 12 hrs			PD 8 hrs									1
2					VD 8 hrs				Court holiday				2
3					VD 8 hrs								3
4					CT 8 hrs		Court holiday CE 12 hrs						4
5					CT 8 hrs								5
6					CT 8 hrs								6
7													7
8													8
9													9
10							CE 12 hrs						10
11											Court holiday		11
12		Court holiday CE 12 hrs											12
13					CE 6 hrs								13
14										Court holiday		PD 8 hrs	14
15													15
16													16
17													17
18		Court holiday CE 12 hrs											18
19	CT 8 hrs			Court holiday CE 12 hrs				Sell bac CT 139.5 hrs					19
20	CT 8 hrs												20
21	Court holiday CE 8 hrs CT 8 hrs						SD 8 hrs						21
22							SD 8 hrs						22
23													23
24	CE 6 hrs											Court holiday CE 12 hrs	24
25							VD 8 hrs					Court holiday CE 8 hrs	25
26							VD 8 hrs						26
27				VD 8 hrs	Court holiday CE 12 hrs		VD 8 hrs						27
28				VD 8 hrs			VD 8 hrs				Court holiday CE 12 hrs		28

**Shelby County Sheriff's Office
Attendance Report**

29				VD 8 hrs			VD 8 hrs				Court holiday CE 12 hrs		29
30													30
31													31

JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC

VACATION													
EARNED	80 hrs												
TAKEN				24 hrs	16 hrs		40 hrs						
BALANCE				56 hrs	40 hrs		-0-						

COMPENSATORY TIME													
HOLIDAY												24 hrs	20 hrs
EARNED	26 hrs	24 hrs		12 hrs	18 hrs		24 hrs						
TAKEN	24 hrs				24 hrs			139.5 hrs					
BALANCE	186.6 hrs	209.5 hrs		221.5 hrs	215.5 hrs		239.5 hrs	100 hrs				124 hrs	144 hrs

PERSONAL DAYS													
EARNED									24 hrs				
TAKEN				8 hrs								8 hrs	
BALANCE 8 hrs				-0-								16 hrs	

SICK TIME													
EARNED	96 hrs												
TAKEN							16 hrs						
BALANCE 96 hrs							176 hrs						

VD = VACATION DAY TAKEN CE = COMP EARNED HC = HOLIDAY COMP EARNED CT = COMP TIME TAKEN OE = OVERTIME EARNED
PT = PERSONAL DAY TAKEN SD = SICK DAY TAKEN

Shelby County Sheriff's Office Attendance Report

NAME:	Missy Haynes	HIRE DATE:	12/30/2017	YEAR:	2020
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	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	
1	Court holiday CE 12 hrs								SD 8 hrs				1
2													2
3		CE 12 hrs					Court holiday CE 12 hrs				Court holiday CE 8 hrs		3
4													4
5			CE 6 hrs										5
6			CE 12 hrs										6
7								CE 6 hrs	Court holiday CE 12 hrs				7
8											VD 8 hrs		8
9			CE 6 hrs										9
10				Court holiday CE 8 hrs									10
11											Court holiday CE 8 hrs VD 8 hrs		11
12		Court holiday	CE 6 hrs	CE 6 hrs		CE 6 hrs				Court holiday CE 6 hrs	VD 8 hrs	CT 4 hrs	12
13					SD 40 hrs Pay change						VD 8 hrs		13
14	SD 1.5 hrs							CE 6 hrs			VD 8 hrs		14
15											PD 8 hrs		15
16			CE 6 hrs										16
17		Court holiday	PD 8 hrs		CE 6 hrs								17
18		CE 6 hrs											18
19		CE 6 hrs											19
20	Court holiday CE 8 hrs												20
21												CE 12 hrs	21
22				CE 6 hrs									22
23						VD 8 hrs							23
24		CE 7.5 hrs SD 3 hrs				VD 8 hrs	SD 8 hrs					Court holiday CE 12 hrs	24
25	PD 8 hrs			CT 8 hrs	Court holiday	VD 8 hrs						Court holiday	25

**Shelby County Sheriff's Office
Attendance Report**

					CE 12 hrs							CE 12 hrs	
26				CE 6 hrs		VD 8 hrs						Court holiday CE 12 hrs	26
27						VD 8 hrs						Court holiday CE 12 hrs	27
28	SD 7.5 hrs	CE 6 hrs				CT 8 hrs							28
29		CE 12 hrs	CE 6 hrs		CT 2 hrs					SD 4 hrs			29
30													30
31													31

JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC

VACATION												
EARNED	80 hrs											
TAKEN						40 hrs					40 hrs	
BALANCE						40 hrs					-0-	

COMPENSATORY TIME												
HOLIDAY	20 hrs			8 hrs	12 hrs		12 hrs		12 hrs	8 hrs	40 hrs	24 hrs
EARNED		49.5 hrs	42 hrs	18 hrs	6 hrs	6 hrs		12 hrs				12 hrs
TAKEN				8 hrs	2 hrs	8 hrs						4 hrs
BALANCE	164 hrs	213.5 hrs	255.5	273.5 hrs	289.5 hrs	287.5 hrs	299.5 hrs	311.5 hrs	323.5 hrs	331.5 hrs	371.5 hrs	403.5 hrs

PERSONAL DAYS												
EARNED									24 hrs			
TAKEN	8 hrs		8 hrs								8 hrs	
BALANCE 16 hrs	8 hrs		-0-								16 hrs	

SICK TIME												
EARNED	8	8	8	8	8	8	8	8	8	8	8	8
TAKEN	9 hrs	3 hrs			40 hrs for wk held		8 hrs		12 hrs			
BALANCE 176 hrs	175 hrs	180 hrs	188 hrs	196 hrs	164 hrs	172 hrs	172 hrs	180 hrs	176 hrs	184 hrs	192 hrs	200 hrs

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Shelby County Sheriff's Office Attendance Report

NAME:	Missy Haynos	HIRE DATE:	12/30/2017	YEAR:	2021
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	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	
1	Court holiday CE 12 hrs			SD 8 hrs	PD 1.5 hrs								1
2				Court holiday	CT 8 hrs								2
3		CE 3 hrs	CT 1.5 hrs										3
4													4
5	CE 18 hrs				CT 8 hrs		Court holiday						5
6	CE 6 hrs				CT 8 hrs				Court holiday				6
7	CE 6 hrs			SD 7.5 hrs	CT 8 hrs								7
8				SD 8 hrs	CT 1.75 hrs								8
9			CE 12 hrs										9
10		CE .75 hrs		CE 6 hrs									10
11				CT 1 hr						Court holiday	Court holiday		11
12		Court holiday											12
13			CT 4 hrs										13
14													14
15		Court holiday	CE 12 hrs										15
16													16
17													17
18	Court holiday CE 12 hrs												18
19		SD 8 hrs											19
20													20
21													21
22				PD 6.5 hrs									22
23													23
24	CE 6 hrs											Court holiday	24
25			CT 8 hrs								Court holiday		25
26			PD 8 hrs								Court holiday		26
27												Court holiday	27
28			CE 6 hrs										28
29			CE 12 hrs										29
30			CE 12 hrs										30
31					Court holiday							Court holiday	31

**Shelby County Sheriff's Office
Attendance Report**

JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC

VACATION												
EARNED	80 hrs											
TAKEN												
BALANCE												

COMPENSATORY TIME												
HOLIDAY	24 hrs											
EARNED	36 hrs	3.75 hrs	54 hrs	6 hrs								
TAKEN			13.5 hrs	1 hr	33.75 hrs							
BALANCE	463.5 hrs	467.25 hrs	507.75 hrs	512.75 hrs	479							

PERSONAL DAYS												
EARNED									24 hrs			
TAKEN			8 hrs	6.6 hrs	1.6 hrs							
BALANCE	16 hrs		8 hrs	1.5 hrs	-0-							

SICK TIME												
EARNED	8 hrs	8 hrs	8 hrs	8 hrs	8 hrs	8 hrs	8 hrs	8 hrs	8 hrs	8 hrs	8 hrs	8 hrs
TAKEN		8 hrs		23.5 hrs								
BALANCE	208 hrs	208 hrs	216 hrs	200.5 hrs								

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