

COLES COUNTY BOARD

Special Meeting

December 1, 2014

The Special meeting of the Coles County Board was called to order at 10:25 a.m. with the following members present Brandon Bell, Paul Daily, Mark Degler, Jan Eads, Dan Lawrence, Brian Marvin, Ron Osborne, Nancy Purdy, Cory Sanders, Marc Weber, and Mike ZuHone with Chairman Stan Metzger presiding.

Following the Pledge to the Flag, the Invocation was given by Marc Weber.

Motion was made by Lawrence to enter into executive session, seconded by Marvin.

AYES: Bell, Daily, Degler, Eads, Lawrence, Marvin, Metzger,
Osborne, Purdy, Sanders, Weber, ZuHone (12)

NAYS: None (0)

ABSENT: None (0)

Motion was made by Degler, seconded by Osborne to exit out of executive session.

AYES: Bell, Daily, Degler, Eads, Lawrence, Marvin, Metzger,
Osborne, Purdy, Sanders, Weber, ZuHone (12)

NAYS: None (0)

ABSENT: None (0)

**COLLECTIVE BARGAINING AGREEMENT WITH COUNTY BOARD , SHERIFF
AND TEAMSTERS LOCAL #26**

(For a copy of the agreement see pages 2718 - 2747)

Motion was made by Daily, seconded by Osborne to pass the Collective Bargaining Agreement with County Board , Sheriff and Teamsters Local #26 with the consent of the County Board.

AYES: Bell, Daily, Degler, Eads, Marvin, Metzger,
Osborne, Purdy, Sanders, Weber, ZuHone (11)

NAYS: None (0)

ABSENT: None (0)

ABSTAIN: Lawrence (1)

ADJOURNMENT

The Coles County Board was adjourned at 10:45 a.m..

AYES: Bell, Daily, Degler, Eads, Lawrence, Marvin, Metzger,
Osborne, Purdy, Sanders, Weber, ZuHone (12)

NAYS: None (0)

ABSENT: None (0)

ATTEST:



County Clerk

**County of Coles and Coles County
Sheriff's Office**

And

General Teamsters Local 26

Collective Bargaining Agreement

Effective 11/26/14 - 11/30/16

PREAMBLE

This Agreement is entered into by the County of Coles, a body politic, by its duly constituted County Board and the Sheriff of Coles County, hereinafter referred to as the "Employer," and the General Teamsters Local 26 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 1 - 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 employees of the Coles County Sheriff's Office in the following titles:

Administrative Secretary; Detective Secretary; Telecommunicator and Warrants Clerk.
Excluding; all other employees of the County of Coles.

Section 1.2. Excluded Supervisors

Excluded supervisors may continue to perform bargaining unit work which is incidental to their jobs, as per current practice. 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 excluded supervisors shall not cause any layoffs of the bargaining unit employees or reduction in working hours.

ARTICLE 2 - NEW CLASSIFICATIONS AND VACANCIES

Section 1. New Classifications

Where the Employer finds it necessary to create a new job classification, the work of which falls within the scope of the bargaining unit, the Employer and Union agree to jointly petition the State Labor Board to seek the necessary unit clarification. If the inclusion of a new position classification is agreed to by the parties or found appropriate by the Labor Board, the parties shall negotiate as to the proper pay grade for the classification.

Section 1.2. Vacancies

Vacant positions shall be filled by the Sheriff by selecting the most qualified person. No employee shall be mandated to transfer into another job classification and can only be transferred if employee volunteers for such transfer.

ARTICLE 3 - NON-DISCRIMINATION

Section 3.1. Equal Employment Opportunity

The Employer will continue to provide equal employment opportunity for all employees, 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. 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 4 - MANAGEMENT RIGHTS

The Employer possesses the sole right to operate the Sheriff's Office of the County and all management rights repose in it. Nothing herein shall affect the internal control authority of the Sheriff. Except as specifically amended, changed or modified by the Agreement, these rights include, but are not limited to, the following:

- (a) To direct all operations of the County;
- (b) To establish reasonable work rules and schedules of work;
- (c) To hire or 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 non-probationary employees for just cause under established work rules and regulations of the Sheriff's Office and the provisions of this Agreement (probationary employees may be disciplined or terminated from employment by the Sheriff without cause);
- (e) To lay off employees;
- (f) To maintain efficiency of County operations;
- (g) To introduce new or improved methods or facilities;
- (h) To change existing methods or facilities;
- (i) To determine the kinds and amounts of services to be performed as pertains to County operations; and the number and kind of classifications to perform such services;

- (j) To contract out for goods or services;
- (k) To determine the methods, means and personnel by which County operations are to be conducted;
- (l) To take whatever action is necessary to carry out the functions of the County in situations of emergency.

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

ARTICLE 5 - 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.

Section 5.2. Notice and Discussion

Absent an emergency situation, prior to the Employer changing its policy involving the overall subcontracting of work in a bargaining unit area, when such change amounts to a significant deviation from past practice resulting in loss of work of any number of bargaining unit employees, the Employer shall notify the Union and offer the Union an opportunity to discuss and participate in considerations over the desirability of such subcontracting of work, including means by which to minimize the impact of such on employees.

ARTICLE 6 - Stewards

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

Section 6.1. Grievance Processing

Union Stewards shall be provided thirty (30) minutes for the purpose of preparing for a grievance hearing on behalf of an employee and shall be without loss of pay.

Section 6.2. Union Delegates

Any employee(s) chosen as delegate(s) to an I.B.T. State or National Conference will upon written application approved by the Union and submitted to the Employer 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 shall not exceed one (1) week. The employee may utilize existing vacation or compensatory time in lieu of such unpaid leave, subject to scheduling requirements of the Sheriff's Department. Such requests shall not be unreasonably denied.

Section 6.3. Union Negotiating Team

No more than 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 their regular duties without loss of pay subject to operating needs of the Department. If a designated Union negotiating team member is in regular day-off status on the day of negotiations, he will not be compensated for attending the session.

ARTICLE 7 - DUES DEDUCTION AND FAIR SHARE

Section 7.1. Dues Deduction

Upon receipt of a written and signed authorization form from an employee, the Employer shall deduct the amount of Union dues and initiation fee, if any, set forth in such form and any authorized increases therein, and shall remit such deductions no later than the twentieth (20) of the current month, along with a record of those for whom deductions have been made (specifying either dues or fair share) and the names of any members for whom deductions were not made and the reason they were not made to the Union. The Union shall advise the Employer of any increase in dues, in writing.

Section 7.2. Dues

With respect to any employee on whose behalf the Employer receives written authorization in a form agreed upon by the Union and the Employer, the Employer shall deduct from the wages of the employee the dues and/or financial obligation uniformly required and shall forward the full amount to the Union by the twentieth (20th) day of the current month. The amounts deducted shall be in accordance with the schedule to be submitted to the Employer by the Union.

Section 7.3. Fair Share

Any present employee who is not a member of the Union shall be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process and contract administration in pursuing matters affecting wages, hours, and other conditions of employment, but not to exceed the amount of dues uniformly required of members. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall, on or after the thirtieth (30th) day of their hire, also be required to pay a fair share as defined above.

The Employer shall, with respect to any employee in whose behalf the Employer has not received a written authorization as provided for above, deduct from the wages of the employee the fair share financial obligation, including any retroactive amount due and owing, and shall forward said amount to the Union on the twentieth (20th) day of the current month:

- (a) The Union has certified to the Employer that the affected employee has been delinquent in his obligation for at least thirty (30) days:
- (b) The Union has certified to the Employer that the affected employee has been notified in writing of the obligation and the requirement for each provision of this Article and that the employee has been advised by the Union of his obligations pursuant to this Article and of the manner in which the Union has calculated the fair share fee:
- (c) The Union has certified to the Employer that the affected employee has been given a reasonable opportunity to prepare and submit any objections to the payment and has been afforded an opportunity to have said objections adjudicated before the Union Executive Board for the purpose of determining and resolving any objections the

employee may have to the fair share fee.

Section 7.4. Union Indemnification

The Union hereby indemnifies and agrees to defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of any action taken by the Employer at the request or instruction of the Union for the purpose of complying with the provisions of this Article.

ARTICLE 9 - NO STRIKE

Section 8.1. No Strike Commitment

Neither the Union nor any officer will call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage, slow down, or the concerted interference with the full, faithful and proper performance of the duties of employment with the Employer during the term of this Agreement. No Employee covered by this Agreement shall refuse to cross any picket line, by whoever established in order to perform their duties.

Section 8.2. Performance of Duty

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

Section 8.3. Resumption of Operations

In the event of action prohibited by Section 8.1 above, the Union immediately shall disavow such action and request the employees to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Union, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

Section 8.4. Union Liability

Upon the failure of the Union to comply with the provisions of Section 8.2 above, any agent or official of the Union who is an employee covered by this Agreement may be subject to the provisions of Section 8.5 below.

Section 8.5. Discipline of Strikers

Any employee who violates the provisions of Section 8.1 of this Article shall be subject to immediate discipline, including discharge. Any action taken by the Employer against any employee who participates in action prohibited by Section 8.1 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 employee in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure.

Section 8.6. No Lockout

The Employer will engage in no lockout of employees during the term of this Agreement.

ARTICLE 9 - PERSONNEL FILES

Section 9.1. Personnel Files

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

Records of disciplinary action taken against an employee shall be removed from all personnel files according to the following schedule: oral or written reprimands – twelve (12) months. The foregoing is contingent upon an employee not having any further sustained discipline of the same or similar nature within the time period proscribed herein.

Section 9.2. Inspection

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

- (a) Such inspection shall occur within a reasonable time following receipt of the request, and the Employer shall be entitled to have an observer present to observe the inspection;
- (b) Such inspection shall occur during daytime working hours Monday through Friday upon reasonable request;
- (c) The employee shall not be permitted to remove any part of the personnel file from the premises but may obtain copies of any information contained therein upon payment for the cost of copying;
- (d) Upon written authorization by the requesting employee, in cases where such employee has a written grievance pending, and is inspecting his file with respect to such grievance, 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, testing and examination materials or information provided the Employer with a specific request that it remain confidential, shall not be subject to inspection or copying.

Section 9.3. Notification and Reply

Employees shall be given immediate notice by the Employer when a formal, written warning or other disciplinary documentation is permanently placed in their personnel file. A copy of the written warning or disciplinary documentation shall be delivered to the employee and the Union, at which time the employee may prepare a written reply to the written warning or disciplinary documentation. The written reply shall be permanently attached to the written warning or other disciplinary documentation prior to placement in the personnel file. Upon receipt of such copy, the employee shall acknowledge such receipt by initialing and dating the original copy.

Section 9.4. Limitation on Use of File Material

It is agreed that any material and/or matter not available for inspection, such as provided in Section 9.1 and 9.2 above, shall not be used in any manner or any forum adverse to the employee's interests.

Section 9.5. Employee Additions to Personnel File

An employee may submit without the necessity of supervisory approval documents to become a permanent part of the personnel file. Such documents shall include, but not be limited to, certificates of special training, letters of commendation, documentation of accomplishment or other unsolicited material that would be favorable to the employees' interests.

ARTICLE 10 - DISCIPLINE AND DISCHARGE

Section 10.1. 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 without pay (notice to be given in writing)
- discharge

The Sheriff shall have the authority to issue any of the above disciplinary action.

Disciplinary action may be imposed upon an employee only for just cause. Oral reprimands and written reprimands imposed upon an employee may be processed as a grievance through Step 2 of the regular grievance procedure at the employee's option; however, grievances concerning oral or written reprimands shall not be subject to final and binding arbitration under Step 3 of the grievance procedure. Suspensions, and discharges imposed upon an employee shall be processed through Article 11- Dispute Resolution and Grievance Procedure.

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

Section 10.2. Limitation

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

Section 10.3. Pre-disciplinary Meeting

For discipline other than oral and written reprimands, prior to notifying the employee of the contemplated discipline to be imposed, the Employer shall notify the 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 forty-eight (48) 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 10.4. Investigatory Interviews

When the Employer desires to conduct an investigatory interview of an employee in which the results of the interview lead to 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 Union representative, provided a Union Representative is available to meet within forty-eight (48) hours of the notice to employee. 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 11 - DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

Section 11.1. 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. This grievance procedure shall be utilized by the employees, the Union or the Employer only for non-disciplinary grievances or grievances concerning suspensions without pay or discharges. Oral reprimands and written reprimands imposed upon an employee may be processed as a grievance through Step 2 of this procedure at the employee's option; however, grievances concerning oral and written reprimands shall not be subject to final and binding arbitration under Step 3 of this procedure.

Section 11.2. 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 11.3. 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 11.7 of this Article. Either party may have the grievant or one grievant representing group grievants present at any step of the grievance procedure, and the employee is entitled to Union representation at each and every step of the grievance procedure upon his request. Grievances may be filed on behalf of two or more employees only if the same facts, issues and requested remedy apply to all employees in the group.

Section 11.4. 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 employee(s) and the date.

In the event the employee or Union claims continuing violations of the Agreement subsequent to the filing of the grievance, additional grievances need not be separately filed; however,

the Union or the employee must amend the grievance in writing within ten working days of the subsequent occurrence giving rise to the amendment in order for the occurrence to be timely covered by the initial grievance.

Section 11.5. Time Limitations

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

Section 11.6. 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 11.7. Grievance Meetings

A maximum of two (2) employees (the grievant and/or Union Steward) per work shift shall be excused from work with pay to participate in a Step 1 or Step 2 grievance meeting. The employee(s) shall only be excused 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. Grievances shall not be investigated during working hours.

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 11.2. Dispute Resolution, the Union shall prepare a written grievance on a form mutually agreed to, and present it to the Chief Deputy not 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 Chief Deputy shall meet with the grievant and a Union representative to discuss the grievance and make a good faith attempt to resolve the grievance. The Chief Deputy shall respond in writing to the grievant and a Union representative 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 Step 1 Committee is due, to the Sheriff and the Chairman of the County Board. Within twenty (20) working days after the grievance has been filed at Step 2, the Sheriff and Chairman shall meet with the Union and the grievant to discuss the grievance and make a good faith effort to resolve the grievance. The Sheriff and Chairman shall respond in writing to the grievant and the Labor Council 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 Step 2 written decision or the expiration of the five (5) day period if the Sheriff and Chairman fail 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 Federal Mediation and Conciliation Service 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. A coin flip shall be used to determine which party shall strike first, with the winner of the flip striking first. 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 Charleston, 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, including the cost of the hearing room, the arbitrator's fees, and transcription costs shall be shared equally by the Employer and Union. Nothing in this Article shall preclude the Employer and Union from agreeing to use the expedited arbitration procedures of the American Arbitration Association. The decision and award of the arbitrator shall be made within forty five (45) days following the hearing and shall be final and binding on the Employer, the Union and the 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 12 - SENIORITY

Section 12.1. 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 12.2. Probation Period

An employee is a "probationary employee" for his first three (3) months of employment if working in a clerical position and six (6) month if working as a telecommunicator. 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 12.3. Seniority List

The Employer and Union have agreed upon the initial seniority list setting forth the present seniority dates for all employees covered by this Agreement and shall become effective on or after the date of execution of this Agreement. Such lists shall finally resolve all questions of seniority affecting employees covered under this Agreement or employed at the time of 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 A and made a part hereof.

Section 12.4. 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 12.6. Conflicts in Vacation

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

ARTICLE 13 - LAYOFF

Section 13.1. Layoff

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

Section 13.2. Layoff Order

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

Section 13.3. Bumping

An employee laid off in one job classification may elect to bump an employee in another job classification of less seniority provided that he/she has previously held that position. The employee bumping another employee shall be paid at the pay level of his/her new classification after a period of ninety (90) days has elapsed..

Section 13.4. Recall

Employees shall be recalled from layoff within the bargaining unit according to their seniority. No new employees shall be hired until all employees on layoff in the bargaining unit desiring to return to work shall have been given the opportunity to return to work. Recall rights under this provision shall terminate twenty-four (24) months after layoff.

In the event of recall, eligible 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 three (3) working days to notify the Sheriff of their acceptance of the recall. The employee shall have ten (10) working days thereafter to report to duty. Failure to respond to a recall notice within three (3) working days upon receipt of the notice of recall, failure to accept a recall position, or failure to return to work within ten (10) working days after accepting a recall position shall result in the employee being removed from the recall list.

ARTICLE 14 - HOLIDAYS

Section 14.1. Paid Holidays

All Clerical employees shall be paid 7 hours pay for holidays recognized by the County Board via resolution, with the exception of any ½ day holidays which will be paid at the rate of 3 1/2 hours.

Telecommunicators shall be paid in the following matter:

- (a) In addition to their base pay and day off for the holiday, telecommunicators scheduled to work on a holiday shall receive compensation for each hour worked, either in pay or compensatory time. (at the election of the employee made at the time the holiday is worked) as follows:
 - (1) One (1) additional hour for each hour worked on Thanksgiving Day and Christmas Day;
 - (2) One-half (1/2) additional hour for each hour worked on New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Christmas Eve and New Year's Eve;
 - (3) No additional hours for the six (6) other holidays.

- (4) For the purposes of determining the above extra holiday pay, the holiday shall be considered as falling on its calendar date.
- (b) Telecommunicators shall be allowed to elect time off for all of the holidays, as long as the selection of the holidays does not create overtime liability for the Employer. The Employer shall not cite overtime liability as the basis for denying the use of holiday time for the holidays if shift coverage is reduced for reasons of long-term illness, injury or military leave.
- (c) In the event that any employee who terminates employment for any reason, who has taken holiday time off not yet earned, shall have the time deducted from his final pay.
- (d) In lieu of the time off option set forth in paragraph (b) above, telecommunicators shall be allowed at their option, to sell back unused holidays to a maximum of six (6) on November 15th of each year at their then straight time hourly rate of pay.

Section 14.2. Working on Holiday

Employees required to work on the above mentioned holidays shall receive time and one half (1 ½) their regular hourly rate for all hours worked with the exception of telecommunicators which will be paid as outlined in Article 14.1.

Section 14.3. Qualifying Work

In order to qualify for holiday pay, all employees shall work their last regularly scheduled work day before the holiday and their first regularly scheduled work day after the holiday unless the employee has been approved for authorized paid time off other than sick leave. In exceptional circumstances, the Sheriff may allow holiday pay when the employee is on authorized sick leave before or after a holiday.

ARTICLE 15 - VACATIONS

Section 15.1. 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 working days in accordance with the following schedule:

<u>Years of Service</u>	<u>Earned Vacation Days</u>
After 1	10 days
After 5	15 days
After 10	18 days
After 15	20 days
After 16 and beyond	One additional day per year of service not to exceed twenty-five (25) per year

Vacation accrual shall change on the employee's anniversary date and be posted in accordance with current practice in the Sheriff's office but may not be carried over from year-to-year unless the Sheriff is unable to schedule the employee's vacation time off. Employees will be allowed to carry over up to five (5) vacation days to be used within the first three (3) months of the subsequent year. Employees hired after August 1st of any year may be allowed to carry over no more than five (5) vacation days earned after their first year of employment to be used within the first three (3) months of the subsequent year.

Section 15.2. Vacation Pay

All vacation leave will be paid for at the regular hourly rate and on the basis of their normal work hours per day.

Section 15.3. Vacation Requests

- (a) Except for an occasional day which is taken as vacation leave, all employees must submit, in writing, to the Sheriff, a schedule of desired vacation prior to February of each year. Conflicts in scheduling will be resolved in favor of the most senior employee subject to the provisions of the Article on Seniority. 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 in consideration of operating needs. No employee shall be entitled to priority in selecting his vacation for more than two (2) weeks in each calendar year but the Sheriff, or his designee, may approve additional consecutive vacation time.
- (b) The Sheriff shall post the approved vacation schedule prior to March 1st of each year.

ARTICLE 16 - SICK LEAVE

Section 16.1. Allowance

It is the policy of Coles County to provide protection for its full-time employees against loss of income because of illness. All eligible employees are encouraged to save as much sick leave as possible to meet serious illness situations. Sick leave is not intended for a one-day vacation nor to be used to extend vacation periods or holidays.

Any employee contracting or incurring any non-service connected sickness or disability, which renders such employee unable to perform the duties of his employment, shall receive sick leave with pay in accordance with this Agreement. Employees may also use sick leave to care for members of their immediate family. For the purpose of this Section, immediate family shall include the following persons: spouse, children (including step), spouse of employees' children, parents of employee (including parents of current spouse), brothers and sisters of employees or employee's spouse, grandparents of employee or employee's spouse and grandchildren of employee. Furthermore, in the event of the illness of a person with a close familial relationship with the employee, the Sheriff may, at his sole discretion, authorize the use of sick leave in accordance with the Section.

Section 16.2. Accumulation

Sick leave will be granted at the rate of one (1) sick day per month of service. Sick leave may be accumulated and carried over from year to year up to two hundred and forty (240) days

for IMRF purposes only. Upon reaching the two hundred and forty (240) day sick leave cap, the employee shall be allowed to continue to accrue sick leave to a maximum of twelve (12) days beyond the cap. When the twelve (12) day cap is reached, no further days shall accrue until the employee's utilization brings them below the additional twelve (12) day cap. A maximum of ninety (90) days may be used in one block by the employee for illness or disability. For any period exceeding ninety (90) days, the employee must obtain IMRF disability payments.

Section 16.3. 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. Employees may request to utilize sick leave in no less than hourly increments for the purposes of scheduling medical and dental appointments at either the start or end of a shift. Requests shall not be unreasonably denied. All foreseeable leave for such purposes shall require a specific prior approval of the Sheriff; in the event of sick leave for any purpose, the Sheriff may require the certificate of a physician giving information as to the circumstances involved.

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 not be greater than that available under the Family Medical Leave Act. 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 the employee may return to work. In addition, the Sheriff may request a physician's statement of verification of absence of shorter periods of time in the case of illnesses of less than three (3) days when abuse of sick leave is reasonably suspected. The Sheriff may also require the employee to be examined by a physician of the Employer'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 supervisor may direct an employee who appears ill to leave work to protect the health of other employees. Compliance with such an order shall be charged to sick leave or non-paid status if the officer has no sick leave remaining.

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.

ARTICLE 17 - LEAVES OF ABSENCE

Section 17.1. 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 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 such leave:

provided, however, that the employee's employment by the County might, and could, be terminated if, during the period of such leave, the employee's position, or job, were to be eliminated by action of the County Board or the enactment or amendment of State or Federal legislation would result in the elimination of such position or job. In that event, any person hired to fill the employee's position, or to perform his usual and customary duties during the employee's leave will be discharged so as to permit such employee to resume employment.

- (c) An employee may be granted a leave of absence up to one (1) calendar year. The Sheriff shall have the discretion to review whether the leave should be continued after six (6) months. Such continuation shall not be unreasonably denied.
- (d) An employee on leave (other than a verifiable illness or for military active duty or military training), will not accrue any benefits whatsoever. If on a leave of absence because of a verifiable illness, substantiated by a medical report, or for military active duty or military training, seniority will continue to accrue.

Section 17.2. 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 per diem compensation otherwise due them for serving on such jury but shall be entitled to receive any mileage expense due them.

Section 17.3. Short-Term Military Leave

The Employer will abide by state and federal law with regard to Military Leaves of Absence.

Section 17.4. Maternity Leave

A leave of absence shall be granted for maternity upon request. Such request must be presented in writing to the employee's immediate supervisor, setting forth a date each leave is to begin, as soon as that date can be determined by the employee and the employee's physician. Return to work shall be as soon as reasonable after delivery, as permitted by a signed release by the employee's physician. An employee's maternity leave shall be coordinated with her rights under the Family and Medical Leave Act.

Section 17.5. 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 and loss of all benefits and rights accrued pursuant to the terms of this Agreement.

Section 17.6. Personal Leave

Beginning December 1 of each fiscal year each bargaining unit member shall receive three (3) personal leave days. An employee shall be required to request personal leave in advance of actually taking time off. Requests for personal leave shall not be unreasonably denied.

The Sheriff or his designee may waive this provision (overtime) in case of emergency circumstances. Personal leave may not be carried over from one fiscal year to the next.

Section 17.7. Bereavement Leave

Employees shall be granted a leave of absence with full pay and benefits in the event of the death of a member of their immediate family; such bereavement leave not to exceed a maximum of three (3) consecutive work days. Furthermore, in the event of the death of a person who is not a member of an employee's immediate family, but who had a close familial relationship with the employee, the Sheriff may, at his sole discretion, authorize bereavement leave. For the purpose of this Section, immediate family shall include the following persons: spouse, children (including step), spouse of employee's children, parents of employee or spouse, brothers and sisters of employee or employee's spouse, grandparents of employee or employee's spouse, and grandchildren of employee.

Section 17.8. Family and Medical Leave

In addition to the remaining provisions of this Agreement regarding paid and unpaid leave, the Employer agrees to provide family and medical leave to all bargaining unit employees consistent with the provisions of this Agreement.

- (a) Unpaid Family and Medical Leave: Employees shall be entitled to unpaid or substituted paid family and medical leave consistent with FMLA and the provisions of this Agreement.
- (b) Administration of Leave: The Employer shall make available and administer family and medical leave as follows:
 - (1) Definitions: For purposes of family and medical leave, the following terms shall mean:
 - (A) Hours Worked: The term "hours worked" shall include all hours worked for purposes of meeting the 1,250 hours threshold set forth in the FMLA:
 - (B) Family Member: The term "Parents" shall include mother, father, step-mother and step-father.
 - (2) Substitution: The election to substitute some or all of an employee's accrued paid leave for the unpaid leave provided in the FMLA shall be made by the Employer; however, the Employer shall not deplete the employees vacation leave below five (5) days.
 - (3) Length of Leave: The minimum amount of work time for family and medical leave taken for purposes of the birth, adoption and/or foster care of a child shall be taken in increments equal to an employee's normal work day. Family and medical leave taken for purposes of serious health conditions may be taken in blocks of time not less than one (1) hour.
 - (4) Spousal Family and Medical Leave: Where spouses both work for the Employer, each shall be entitled to a maximum of twelve weeks of family and medical leave during each twelve month period, regardless of the purposes for which such leave is taken, except for birth, adoption or placement for adoption which both spouses shall have a combined twelve work weeks.

- (5) **Determining Twelve Month Period:** For the purposing of determining the twelve months period during which an employee is entitled to up to twelve weeks of family and medical leave, the parties agree that such twelve month periods shall constitute a rolling twelve (12) month period.
- (6) **Application of FMLA:** In all other respects, the Employer shall comply with provisions of the Family and Medical Leave Act of 1993 and the amendments thereto, along with the regulations issued in conjunction with the FMLA.

ARTICLE 18 - HOURS OF WORK/OVERTIME

Section 18.1. Regular Hours

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

Section 18.2. Work Period

The normal regular work week for clerical employees shall consist of five (5) consecutive work days Monday thru Friday. The normal work week, and does not reflect nor take into account additional days which may be worked because of hold-over, call-back, court time.

Telecommunicators' normal work week consist of 12 hour shifts working 3 consecutive days with 2 days off, then repeat.

Section 18.3. Work Schedule

18.3.1 Shifts and Days Off

(A) Clerical employees:

8:00 a.m. to 4:00 p.m.

All Clerical positions shifts will be the same.

(B) Telecommunicators

6:00 a.m. to 6:00 p.m.

6:00 p.m. to 6:00 a.m.

18.3.2 Bidding Process for Telecommunicators

Bidding for shifts and days off shall be conducted in accordance with the following:

- (A) The shifts to be worked and the associated days off shall be posted not less than sixty (60) days prior to the effective shift change date.
- (B) Employees shall submit their written bids to the Sheriff's designee.

identifying their choices in the order of their preference. The employees shall be notified within thirty (30) calendar days of the bidding which shifts and days off to which they will be assigned based on their submitted bids.

- (C) Employees are not eligible to bid until completion of their probationary period. The Sheriff, in his discretion, may assign probationary employees to any shift and/or days off; provided, however, that such probationary assignments do not "bump" employees who seniority bid rights from the shift or days off to which they have been assigned as a result of their bid.
- (D) Shift bidding and new shift assignments will take place every four (4) months. Assignments bid shall be effective:
 - (i) January through April
 - (ii) May through August
 - (iii) September through December
- (E) In the event a resignation, retirement or discharge creates a vacancy, the Employer shall seek volunteers from among the qualified employees to fill the vacancy. Absent a volunteer, the Employer shall assign the least senior non-probationary employee to fill the shift vacancy until the occurrence of the next shift

18.3.3 Each section (Clerical and Telecommunicator) shall be responsible for overtime in their respective section.

Section 18.4. Meal Period

All Clerical employees shall be granted an unpaid lunch period of sixty (60) minutes. Telecommunicators shall be granted a paid lunch period of thirty (30) minutes during each shift. Whenever possible, the lunch period shall be scheduled near the middle of each shift. When the performance of bargaining unit work so requires, an employee shall first perform the bargaining unit work and take his meal period later.

All employees shall be entitled to a fifteen (15) minute paid break period in each half shift as their work schedule and job performance permit in accordance with present practice.

Employees who work only a four (4) hour "sign-up" period shall be entitled to a fifteen (15) minute break. Employees who work a four (4) hour "sign-up" period immediately prior to or following their normal work shift shall be entitled to an additional one-half (1/2) hour meal break, but no additional fifteen (15) minute breaks.

Section 18.5. Overtime

All hours worked in excess of the regular work day or on days not regularly scheduled shall be compensated at one and one-half times the employee's straight time hourly rate of pay (overtime rate). Compensatory time may be paid in lieu of overtime payment if the employee, in his discretion, so elects at the time the overtime hours are worked. Compensatory time will be calculated at the same rate as overtime pay. The overtime rate shall be computed on the basis of completed fifteen (15) minute segments.

Compensatory time shall be granted at such times and in such time segments as the Sheriff's schedule allows, subject to operating needs. Permission to utilize compensatory time shall not be unreasonably denied by the supervisor if operational requirements will not be adversely affected.

In the event an emergency is declared by the Employer, as many of the employees shall be

continued on duty for such number of hours as may be necessary

Section 18.6. Call Back

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

Section 18.7. Court Time

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

Section 18.8. Compensatory Time

Employees covered by this Agreement may accrue and carry over from year-to-year a maximum of forty (40) hours of compensatory time on a "rolling basis." Overtime shall be paid at 1.5 times the employee's regular rate of pay once the employee has accumulated forty (40) hours of compensatory time.

Section 18.9. Overtime

- (a) Each section (Clerical and Telecommunicators) shall be responsible for overtime in their respective section.
- (b) Should a vacancy occur within either section/unit for any reason, the overtime assignment shall be offered to the full-time employees on a seniority basis. The most senior employee shall have the first choice of acceptance or refusal of the overtime. That senior employee shall not have the right of acceptance or refusal again until all employees of less seniority have had the same opportunity of acceptance or refusal.
- (c) If all employees decline the overtime assignment the employer shall assign the overtime in inverse seniority. Employees eligible for the assigned overtime shall either be already working or an employee that is scheduled on the next upcoming shift. That employee shall not be assigned further overtime until all other eligible employees have been assigned overtime. Employees that are on vacation, personal leave, scheduled days off - including a scheduled day off for holiday time, or scheduled compensatory time shall not be assigned to work the overtime.
- (d) Should the vacancy occur within twenty-four (24) hours of the required overtime, the Employer reserves the right to assign the overtime to employees either already working and/or employees assigned on the next upcoming shift by inverse seniority.

ARTICLE 19 - WAGES/COMPENSATION/ALLOWANCES

Section 19.1. Wage Schedule

Employees employed in the bargaining unit shall be entitled to receive a 2.5% general wage increase effective 12/01/14 and a 2.25% general wage increase effective 12/01/15 as reflected in

the schedule below. In the event the County Board approves a general wage increase for non-unionized employees employed at the County Courthouse above 2.25% effective 12/01/15, then the employees employed in this bargaining unit shall be entitled to receive the same general wage increase.

	12/01/14	12/01/15
<u>Telecommunicators:</u>		
New Telecommunicator	\$22,269.15	\$22,770.21
Basil R. Beadles	\$22,269.15	\$22,770.21
Blaine Rardin	\$22,269.15	\$22,770.21
Stella Stafford	\$26,639.34	\$27,238.73
Tammy Coffrin	\$25,026.09	\$25,589.18
<u>Clerical:</u>		
Administrative Secretary (Salisa Dann)	\$26,928.90	\$27,534.80
Warrants Clerk (Anna Goddard)	\$25,026.09	\$25,589.18
Detective Secretary (Nicholas Vilardo)	\$24,736.53	\$25,293.10

ARTICLE 20 - INSURANCE AND PENSION

Section 20.1. Insurance

The Employer shall maintain health and life insurance in full force and effect during the term of this contract. The Employer agrees to contribute Four Hundred and Fifty Dollars (\$450.00) per month toward the single member or family (dependent) health and life insurance premium for those employees who elect Employer provided insurance. Employees who elect Employer provided insurance shall be responsible for paying the amount of the single or family (dependent) premium in excess of the Employer's contribution.

Section 20.2. 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.

Section 20.3. IMRF ERI Program

In the event the Employer determines to implement the IMRF Early Retirement Incentive (ERI) program the Employer agrees to reopen this Agreement for the limited purpose of negotiating the ERI program's inclusion into this Agreement.

ARTICLE 21 - LABOR MANAGEMENT/SAFETY COMMITTEE

Section 21.1. 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. The Employer will take all reasonable steps to protect the health and safety of its employees during the performance of their duties.

Section 21.2. 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 conducted at such meetings.

Section 21.3. 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 21.4. Union Steward Attendance

When absence from work is required to attend labor-management conferences, employees 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. Employees not scheduled to work, but attending a labor-management conference, shall be without pay. Employees attending such conferences in pay status shall be limited to two (2).

ARTICLE 22 - GENERAL PROVISIONS

Section 22.1. Use of Masculine Pronoun

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

Section 22.2. Work Rules

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

Section 22.3. Union Access to Work Site

No more than two (2) authorized representatives of the Union shall be permitted to visit the Department during working hours to talk with employees of the bargaining unit and/or representatives of the Employer concerning matters covered by this Agreement.

Section 22.4. Union Access to Records

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

Section 22.5. Required Inoculations

The Employer agrees to pay all expenses for inoculation or immunization shots for the employee and for members of an employee's family when such becomes necessary as a result of said employee's exposure to contagious diseases where said employee has been exposed to said disease in the line of duty. The services of the County Health Department will be made available at no cost to any bargaining unit member.

Section 22.6. Bulletin Boards

The Employer shall provide the Union with designated space on available bulletin boards, or provide bulletin boards on a reasonable basis, where none are available for purposes of the Union.

Section 22.7. Military Leave

It is the intent of the parties to follow applicable Federal and State laws concerning military leave.

ARTICLE 23 - EMPLOYEE TESTING

Section 23.1. Statement of Policy

It is the policy of Coles County/Coles County Sheriff that the public has the right to expect persons employed by the Coles County Sheriff's Department to be free from the effects of drugs and alcohol. Coles County/Coles County Sheriff has the right to expect its employees to report for work fit and able for duty. The purposes of this policy shall be achieved in such manner as not to violate

any established rights of the employees.

Section 23.2. Prohibitions

Employees covered by this Agreement shall be prohibited from:

- (a) consuming, possessing or being under the influence of alcohol, unless in accordance with duty requirements, at any time during the work day or anywhere while on duty at 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, or being under the influence of any illegal drug;
- (c) failing to report to their supervisor any known adverse side effects of medication or prescription drugs they are taking.

This Section is not intended to limit the duty of Coles County/Coles County Sheriff to enforce the laws of the State of Illinois and all regulations of the Coles County Sheriff's Department, or to restrict the Employer's right to require prospective hires to submit to a drug screening procedure or psychological evaluation.

Section 23.3. Drug and Alcohol Testing

When the Employer has reasonable suspicion to believe that an employee is then under the influence of alcohol during the course of the work day or while on duty or on illegal drugs at any time, the Employer shall have the right to require the employee to submit to alcohol or drug testing as set-forth in this Agreement. The definitions of illegal drugs to be tested for are identified in 720 ILCS 550/3 and 570/100 et seq., including cannabis.

There shall also be unit-wide random drug testing conducted on a quarterly basis. The Sheriff and the Union shall agree to a selection process whereby all bargaining unit members' names or social security numbers are eligible to be selected on a random basis each quarter. One bargaining unit member will be randomly selected and tested each quarter.

Section 23.4. 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, shall provide the employee with a written notice of the order, setting forth the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. The employee shall be permitted to consult with a representative of the Union or a private attorney at the time the order is given, provided, however, that in no circumstances may implementation of the order be delayed longer than forty-five (45) minutes. No questioning of the officer shall be conducted without first affording the officer the right to Union representation and/or legal counsel. Refusal to submit to such testing may subject the employee to discipline, but the employee taking the test shall not be construed as a waiver of any objection or rights that he may have.

Section 23.5. Tests to be Conducted

In conducting the testing, authorized by this Agreement, Coles County/Coles County Sheriff 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 ensure 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 this chain of custody:
- (d) 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 .02 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive:
- (e) When the Employer reasonably believes that an employee is under the influence of alcohol, the Employer may use a properly certified breath testing device.
- (f) 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:
- (g) Collect samples in such a manner as to ensure a high degree of security for the sample and its freedom from adulteration:
- (h) 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 equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites:
- (i) Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the officer's own choosing, at the employee's expense, provided the employee makes such demand of the Sheriff or his designee within seventy two (72) hours of receiving the results of the test; and provided the clinical laboratory or hospital facility selected by the employee must satisfy the criteria set-forth in subsections (a) and (b) immediately above:

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 employer will not use such information in any manner or forum adverse to the employee interests:
- (k) Consider test results along with all other relevant evidence on the issue of whether or not an employee was under the influence of alcohol:

- (l) Provide each employee tested with a copy of all information and reports received by the Employer in connection with the testing and the results at no cost to the employee;
- (m) Insure that no employee is the subject of any adverse employment action, or relief from duty with pay, during the pendency of any testing procedure. Any such relief from duty shall be immediately discontinued in the event of a negative test result.

Section 23.6. Right to Contest

The Union and/or 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 test, the consequences of the testing or results of 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 any manner restricted, diminished or otherwise impaired any constitutional rights that employees may have with regard to such testing. Employees retain any such constitutional rights as may exist and may pursue the same at their own discretion, with or without the assistance of the Union.

Section 23.7. Voluntary Requests for Assistance

Coles County/Coles County Sheriff shall take no adverse employment action against an employee who prior to any mandatory testing and for the first time voluntarily seeks treatment, counseling or other support for an alcohol or prescribed drug problem, other than Coles County/Coles County Sheriff may require reassignment of the employee with pay if he is unfit for duty in his current assignment. If a position is unavailable, the employee may be suspended without pay until fit to return to work. Coles County/Coles County Sheriff may make available through its Employee Assistance Program (if available) a means by which the employee may seek referrals and treatment. All such requests shall be confidential and any information received by Coles County/Coles County Sheriff, through whatever means shall not be used in any manner adverse to the employee's interest, except reassignment as described above.

Section 23.8. Discipline

In the first instance that an employee tests positive on both the initial and the confirmatory test for an illegal drug, the employee shall be discharged. In the first instance that an employee tests positive or is found to be under the influence of alcohol, the employee, based on just cause, may be disciplined up to and including discharge. All employees prior to being ordered to submit to testing for alcohol or drugs who voluntarily seek assistance with a prescribed drug and/or alcohol related problem, shall not be subject to any disciplinary or other adverse employment action by Coles County/Coles County Sheriff. The foregoing is conditioned upon:

- (a) The employee agreeing to appropriate treatment as determined by the physician(s) involved;
- (b) The employee discontinues his abuse of the prescribed drug 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 or 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 Coles County/Coles County Sheriff to retain an employee on active status through the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing their duties or whose continuance on active status would constitute a direct threat to the property or safety of others. Such employees shall be afforded the opportunity to use any accumulated paid leave that he/she may have, such as compensatory time, vacation time, sick days, or personal leave days, or take an unpaid leave of absence pending treatment at option.

The foregoing shall not limit Coles County/Coles County Sheriff's right to discipline employees for misconduct.

ARTICLE 24- 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 25 - MAINTENANCE OF STANDARDS

All economic benefits and work practices that are not set forth in this Agreement and are currently in effect shall continue and remain in effect for the term of this Agreement.

ARTICLE 26 - COMPLETE AGREEMENT

The parties acknowledge that during the negotiations that 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 27 - DURATION AND SIGNATURE

Section 27.1. Term of Agreement

This Agreement shall be effective from November 26, 2014, and shall remain in full force and effect until November 30, 2016. 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

APPENDIX A – SENIORITY LIST

<u>Name</u>	<u>Hire Date</u>
Stafford, Stella	6/1/1997
Coffrin, Tammy	4/08/2002
Dann, Salisa	3/1/2005
Goddard, Anna	5/3/2013
Vilardo, Nicholas	1/16/2014
Beadles, Basil	4/01/2014
Rardin, Blaine	10/06/2014

one-hundred and twenty (120) days nor less than ninety (90) days prior to expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

Section 27.2. 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 27.3. Negotiation Procedures

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 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 fifteen (15) 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 certified mail, return receipt requested.

SIGNATURES

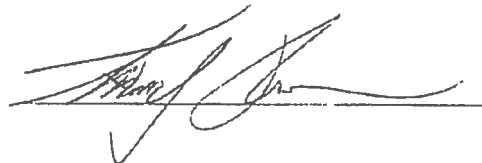
IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 26th day of November, 2014.

FOR THE EMPLOYER

FOR THE UNION



Coles County Sheriff



Coles Count Board Chairman

Coles County Board Secretary

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