

LABOR CONTRACT

BETWEEN

BOONE COUNTY BOARD

AND

THE BOONE COUNTY SHERIFF

AND

***ILLINOIS FRATERNAL ORDER OF POLICE LABOR
COUNCIL***

COVERING

***CERTAIN FULL-TIME AND REGULAR PART-TIME
CORRECTIONS OF THE COUNTY OF BOONE,
BOONE COUNTY SHERIFF DEPARTMENT***

***EFFECTIVE FOR THE PERIOD:
DECEMBER 1, 2016 THROUGH NOVEMBER 30, 2020***

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PREAMBLE

WHEREAS, the Boone County Board has voluntarily recognized the practice and procedures of collective bargaining as a fair and orderly way of conducting relations with certain employees in the Boone County Sheriff's Office, insofar as such practices and procedures do not interfere with the County's right and constitutional obligation to operate such in an efficient manner for the purposes of best serving the residents of the County, and to make clear all basic terms upon which such relationship depends, and the Union recognizes the County / Sheriff as the principal entities conducting negotiations on behalf of management; and

WHEREAS, it is the intent and purpose of the parties to set forth herein their entire agreement covering rates of pay, wages, salaries, hours and conditions of employment; and to provide the procedure for the prompt and peaceful resolution of grievances respecting the terms of this Agreement;

NOW BE IT RESOLVED, in consideration of the mutual promises and agreements herein contained, the parties do mutually promise and agree as follows:

AGREEMENT

This Agreement is entered into between the Boone County Board and County Sheriff (hereinafter referred to as the Employer) and the Illinois Fraternal Order of Police Labor Council (hereinafter referred to as the Union).

ARTICLE I RECOGNITION: NEW CLASSIFICATIONS

Section 1. Recognition

The Employer recognizes the Union as the sole and exclusive collective bargaining representative in all matters concerning rates of pay, wages, salaries, hours of employment and other conditions of employment for the following employees employed in Boone County for the Sheriff's Office as certified by the Illinois State Labor Relations Board:

Inclusions: All full-time and regular part-time Correctional Officers, Corrections Sergeants, Cooks, and Lead Cooks employed by the Employers.

Exclusions: All other employees of the Employers; supervisors, managerial, professional, short-term and confidential employees within the meaning of the Act; and all other persons excluded from coverage under the Act.

Section 2. New Classifications

The Employer shall promptly notify the Union Representatives within fifteen (15) days of its decision to implement any and all new classifications pertaining to work of a nature

performed by employees with the above-stated bargaining unit. If a new classification is a successor title to a classification covered by this Agreement and the job duties are not significantly altered or changed, the new classification shall automatically become a part of this Agreement and the parties shall jointly file the appropriate petition for accretion with the State Labor Relations Board.

If the new Classification contains a significant part of the work now being done by any of the classifications covered by this Agreement, or whose duties are similar to other bargaining unit employees, and the Union Representatives notify the Employer of a desire to meet within ten (10) days of its receipt of the Employer's notice, the parties will then meet to review the proposed classification and if unable to reach agreement as to its inclusion or exclusion from the unit, shall submit the question to Step 3 of the grievance procedure. However, the Employer is free to assign a temporary rate pending resolution of any negotiations or grievance procedures.

In the event where an arbitrator is assessing reasonableness of the proposed salary grade, he/she shall consider:

- (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 of other position classifications in the Employer's work force;
- (c) Significant differences in working conditions to comparable position classifications.

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

ARTICLE II MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the Employer retains traditional rights to operate the County, as well as those rights enumerated within the Illinois Public Labor Relations Act. Such management rights include, but are not exclusive of, the following:

- (a) to plan, direct, control and determine all operations and services of the County Sheriff's Office;
- (b) to supervise and direct employees;
- (c) to establish the qualifications for employment and to employ employees;
- (d) to establish reasonable work rules and work schedules and assign such;
- (e) to hire, promote, transfer, schedule and assign employees in positions and to create, combine, modify and eliminate positions within the County;
- (f) to suspend, demote, discharge and take other disciplinary action against employees for just cause (probationary employees without cause);

- (g) to establish reasonable work and productivity standards and, from time to time, amend such standards;
- (h) to lay off employees;
- (i) to maintain efficiency of County Sheriff operations and services; personnel by which such operations and services shall be provided;
- (j) to determine the methods, means, organization, and number of personnel by which such operations and services shall be provided;
- (k) to maintain efficiency of Employer's operations;
- (l) to take whatever action is necessary to comply with State and Federal law;
- (m) to determine the kinds and amounts of services to be performed as it pertains to operations and the number and kind of classifications to perform such services;
- (o) to contract out for goods and/or services;
- (p) to determine the methods, means and personnel by which operations are to be conducted; and,
- (q) to take whatever action is necessary to carry out the functions of the County in emergency situations.

ARTICLE III REPRESENTATION

Section 1. Union Representatives

The Employer agrees to recognize the following Union Representatives: one (1) Steward selected from each of the four (4) shifts, for a total of four (4) stewards. The above representatives will be elected or selected by the Union. Should there be a substantial change during the life of this Agreement; the parties shall meet for the purpose of working out a redistribution of Union representatives.

Section 2. Administration of Agreement

The Union representatives shall provide written notice to the Employer within ten (10) working days following election or selection of its representatives who shall be responsible for the enforcement and administration of this Agreement.

Section 3. Attendance at Union Meetings

Subject to the need for orderly scheduling, the Employer agrees that elected officials of the Union shall be permitted reasonable time off with loss of pay to attend general Board or special meetings of the Union provided that at least seven (7) calendar days notice of such meetings shall be given in writing if possible to the Employer and provided further that the names of all such officials and officers shall be certified in writing to the Employer.

Section 4. Required Union Representatives Activity

Employees shall be allowed necessary and reasonable paid time during working hours to attend grievance hearings, labor/management and other committee meetings, and other necessary and reasonable activities so long as they have been established by this Agreement,

and/or other meetings called or agreed to by the Employer if said employees are entitled or required to attend such by virtue of their status as grievants or witnesses thereto, or as designated representatives of the Union requested to assist such grievants during appropriate grievance procedures.

Section 5. Leave Without Pay to Attend Union Representatives Meetings

Up to two (2), subject to the approval of management, employees per certified bargaining unit may request a leave of absence without pay to attend Union conferences, seminars and conventions. Such request must be in writing at least fourteen (14) days prior to the requested leave of absence and shall not be compensated for by the Employer nor unreasonably withheld.

Section 6. Union Representatives Access

Union representatives or their designee shall have access to the premises of the Employer during an emergency situation in order to help resolve a serious dispute or issue. In order to receive access, such representative must provide prior reasonable notice to the Employer and make necessary arrangements so not to disrupt the work of employees. A Labor Council Representative of the Union, upon notifying the Employer, shall be permitted on the Employer premises during normal working hours for the purpose of investigating grievances for Step 3 or beyond.

Section 7. Bulletin Boards

The Employer shall provide bulletin board space. The employer and the Union may utilize an 8-1/2" x 14" area of each other's respective bulletin board space subject to approval of said use by the respective management representative or Union steward.

ARTICLE IV UNION SECURITY

Section 1. Dues Deductions

The Employer agrees to deduct from the pay of those employees who individually request, any or all of the following: Union membership dues, assessments, or fees. Request for any deductions shall be made on a form agreed to by the parties.

Section 2. Remittance

Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made and shall be remitted on a monthly basis to the Union in accordance with its current procedures, and at the address designated in writing 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.

Section 3. Religious Exemption

Should any employee be unable to pay their contribution to the Union based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, such amount equal to their dues shall be paid to a non-religious charitable organization mutually agreed upon by the employee affected and the Union. If the Union and the employee are unable to agree on the matter, such payments shall be made to a charitable organization from an approved list of charitable organizations. The employee will on a monthly basis furnish a written receipt to the Union that such payment has been made.

Section 4. Notice and Appeal

The Union agrees to provide notices and appeal procedures to employees in accordance with applicable law.

Section 5. 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 6. Listing

With each payment issued to the Union, representing deductions made pursuant to this Article, the Employer shall also forward a listing identifying the individual employee and due/fair share amount so deducted from their paychecks.

ARTICLE V NON-DISCRIMINATION

The Employer and the Union agree that in their respective practices and policies, and with regard to the application of any provision of this Agreement, they shall comply with, and to the extent applicable, State and Federal laws regarding non-discrimination. Use of either male or female gender in this Agreement shall be construed to also refer to the other.

ARTICLE VI NO STRIKE/NO LOCKOUT

Section 1. No Strike/Slowdown

During the term of this Agreement, neither the Union's Representatives nor any officers, agents, designees or employees of Employer shall instigate, promote, sponsor, engage in, or condone any strike (including sympathy strike), slowdown, concerted stoppage of work, or any other intentional disruption of the operations of Employer, regardless of the reasons for doing so.

Section 2. No Lockout

During the term of this Agreement, the Employer shall not instigate a lockout over a dispute with the Union Representatives so long as there is no breach of Section 1.

Section 3. Union Representatives Responsibility

Upon written notice by the Employer to the Union Representatives that certain member/employees are engaged in a violation of this Article, the Union Representatives shall immediately in writing order such members to return to work, provide Employer a copy of such, and the bargaining agent of the Union shall promptly and publicly order them to return to work and do whatever acts reasonably necessary to secure their immediate return to work.

Section 4. Penalties

Any employee engaging in activity prohibited by this Article, or who instigates or gives leadership to such activity, shall be subject to immediate discharge with loss of all benefits accrued.

Section 5. Legal Recourse

Nothing contained herein shall preclude the employers and the Union from obtaining judicial restraint and damages in the event of a violation of this Article.

ARTICLE VII LABOR/MANAGEMENT MEETINGS

Section 1. Labor Management Conferences

The Union and the Employers mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that monthly meetings be held between Union Representatives and responsible administrative personnel representing the Employer. Such meetings may be held on a monthly basis and shall be limited to:

- (a) Discussion on the implementation and general administration of this Agreement.
- (b) A sharing of general information of interest to the parties.

The Labor Council Representative may attend these meetings. Such meetings may be held more frequently upon mutual agreement by the parties.

Section 2. Purpose

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. The agenda for such meetings shall be established by the Employer and the Union and shall provide for "new business". Such meetings shall be chaired by the Employer Representative.

Section 3. Compliance With Laws

In order to maintain safe working conditions, the Employer shall comply with all laws applicable to its operations concerning the safety of employees covered by this Agreement. All such employees shall comply with all safety rules and regulations established by their supervisors and subject to disciplinary action for violations therefrom.

Section 4. Unsafe Conditions

Employees who reasonably and justifiably believe that their safety and health are in danger due to an alleged unsafe working condition or equipment, shall immediately inform their supervisors who shall have the responsibility to determine what action, if any, should be taken, including whether or not the job should be discontinued. However, this does not entail those working conditions inherent in the performance of duties as employees of a law enforcement agency.

Section 5. Safety Grievances

A grievance involving an alleged violation of this Article shall be submitted directly to Step 2 of the grievance procedure and a grievance hearing shall be promptly scheduled.

ARTICLE VIII PERSONNEL FILES

Section 1. Personnel Files

The Employer shall keep a central personnel file for each employee. Supervisors are free to keep working files, but material not maintained in the central personnel file may not provide the basis for disciplinary or other action against an employee.

Section 2. Inspection

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

- (a) Such inspection shall occur no longer than seven (7) days following receipt of the request;
- (b) Such inspection may occur during employee's working hours upon reasonably written 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 reasonably 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/her file with respect to such grievance, that employee may have a Union Representative present

during such inspection 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;

- (e) If an employee disagrees with any information contained in the personnel files, the employee may submit a written statement of his/her position which shall become an integral part of that portion of the file over which disagreement exists, until such portion permanently removed from such file;
- (f) 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.

Section 3. Notification

Employees shall be given notice by Employer when a formal, written warning or other disciplinary documentation is permanently placed in their personnel file. Employees shall be given notice by the Employer when a formal, written warning or other disciplinary documentation is placed in their personnel file subject to the provisions of Article 9, Section 7.

ARTICLE IX DISCIPLINE

Section 1. Discipline

The parties recognize the authority of the Employer to reprimand in writing, suspend, discharge or take other corrective action against an employee for just cause. Discipline, when invoked, will normally be progressive in nature such as: verbal reprimand, written reprimand, suspension(s), and discharge. However, the Employer shall have the right to invoke a penalty which is appropriate to the seriousness of an individual incident or situation.

Section 2. Investigations

The parties agree that disciplinary action must be supported by timely and accurate investigation. An employee shall be entitled upon request to the presence of a Union Representative at any meeting which discipline may or will take place, or at an investigatory interview of the employee by the Employer regarding charges which, if substantiated, could result in suspension or discharge. The employee will be advised of the nature of any disciplinary or investigatory meeting before it commences.

Section 3. Disciplinary Conferences

Whenever an employee is to be formally charged in a violation of any rule, regulation or policy, a disciplinary conference shall be scheduled, and the employee shall be notified of the charge and shall have Union representation at this conference if so desired. The employee shall be informed of the nature of the charges against him/her and the reasons that disciplinary action is intended. The employee shall have the right to respond to the results of

the disciplinary conference within ten (10) calendar days of the completion of the conference which shall become a part of the employee's record if submitted in writing by the employee.

Section 4. Disciplinary Action

The employee shall be given notice of charges and disciplinary action. Formal notification to the employee of disciplinary action shall clearly specify the charges. Any employee who alleges that disciplinary action is not based upon just cause may grieve such action pursuant to the grievance procedures.

Section 5. Law Enforcement Officers

If the inquiry, investigation or interrogation of a law enforcement officer results in the recommendation of some action, such as transfer, suspension, dismissal, loss of pay, reassignment, or similar action which would be considered a punitive measure, then, before taking such action, the Employer shall follow the procedures set forth in 50 ILCS 725/1 *et seq.*, of the Illinois Compiled Statutes and Amendments thereto. 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 all such inquiries, investigation, or interrogations by a Union Representative.

Section 6. Limitations

The Employer agrees herein that disciplinary action shall be in a timely manner and shall not exceed thirty (30) calendar days from the date the incident giving rise to such disciplinary action or from first becoming aware of such incident and shall recognize only that disciplinary action appropriately documented and filed in the employee's central personnel files and not other working files maintained by other management staff. Furthermore, the Employer shall, prior to actual imposition of discipline, afford the subject employee an opportunity to discuss his/her views concerning the conduct causing such disciplinary action. Such discussion should take place as soon as practicable and not be unduly or unreasonably delayed, and the employee should be informed clearly and concisely of the basis of such action. Furthermore, upon request of the employee, a Union Representative shall be allowed to be present and, if the employee approves, participate in such discussions. Any employee who alleges that disciplinary action is not based on just cause may grieve such action pursuant to the grievance procedures.

Section 7. Notice of Discipline

In the event disciplinary action is taken against an employee, other than oral discipline, the employer shall promptly furnish written notice to the employee which shall clearly and concisely state the reasons for such discipline.

Upon the employee's request, any record of a verbal reprimand shall be removed from the employee's personnel file after a period of two (2) years.

Upon the employee's request, any record of a written reprimand shall be removed from the

employee's personnel file after a period of four (4) years.

Upon the employee's request, any record of a disciplinary action greater than a written reprimand but less or equal to a five (5) calendar day suspension shall be removed from the employee's personnel file after a period of six (6) years, provided that no other suspension is given for any similar offense during the six (6) year period.

Disciplinary action greater than a five (5) calendar day suspension shall be removed after ten (10) years.

The County retains the right to retain any record of a reprimand removed from an employee's personnel file in separate, confidential files outside of the Sheriff's Office; provided, however, that such record, including commendations, shall not be used for purposes of promotion, demotion or discipline of the employee after removal from his personnel file. Access to such records shall be limited to the County Clerk, Sheriff, Legal Counsel for the County and appropriate representatives of the Union.

ARTICLE X GRIEVANCE PROCEDURE

Section 1. Definition of a Grievance

A grievance is defined as any meritorious difference, complaint, or dispute between the Employers and the Union Representatives or any employee(s) regarding the application, meaning or interpretation of this Agreement or past practice. The parties will make every effort to settle grievances at the earliest possible step.

Section 2. Grievance

A written grievance shall contain a statement of the grievant's complaint, the Article, and Section of the Agreement or past practice allegedly violated, the date of the alleged violation, the relief sought and the signature of the grieving employee(s) and the date.

Section 3. Grievance Procedure

Step 1. The Union Representative and/or employee shall take up the grievance or dispute with the immediate Supervisor within seven (7) calendar days of the date of the incident giving rise to the grievance or the employee's knowledge of its occurrence. The Supervisor shall attempt to adjust the matter and shall respond to the Union Representative and/or the employee within seven (7) calendar days.

Step 2. If the grievance has not been settled, it shall be reduced to writing by the Union's Representative to the County Sheriff, or his designee, within seven (7) calendar days after the Supervisor's response is due. The County Sheriff, or his designee, shall answer the grievance in writing on the space provided on the grievance form within seven (7) calendar days.

Step 3. If the grievance still remains unsettled, it may be appealed to the County Labor Relations Committee which shall include a representative of: the County Board or its designee; and the County Sheriff's Office. Such appeal to Step 3 shall be by the Union and on the space provided on the grievance form within five (5) calendar days after receipt of the County Sheriff's answer. The County Labor Relations Committee shall meet as soon as possible. Grievances must be answered by the employer in writing on the grievance form within fifteen (15) calendar days after the meeting.

Step 4. A grievance not settled in the prior step may be referred to arbitration by only the Union by appeal in writing within fifteen (15) working days from the receipt of the answer in Step 3. Such appeal shall be by letter from the Union stating the number of the grievance being appealed.

Section 4. Arbitration Procedures

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 ten (10) working days after the meeting, the parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. Upon receipt of such list, each party shall alternately strike a name from the list, until there is one (1) name remaining. The remaining individual shall be the arbitrator. The order of striking names shall be determined by a coin toss. Either party reserves 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 Union requesting that he/she set a time and place for the hearing, subject to the availability of the Employer and Union's Representatives and shall be notified of the issue where mutually agreed by the parties.

Both 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 and Union Representatives 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 to, nor 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 Representatives, and the employee and 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 one-half (1/2) the transcription fee and the cost of duplicating its copy.

Section 5. Processing Grievances During Working Hours

The Union Representatives and employee members may reasonably investigate and process grievances during scheduled working hours without loss of pay.

Section 6. Time Limits

There shall be three (3) copies of the grievance form and the grievance shall cover one matter. In case an answer is not rendered within the time limits, the grievance may be taken to the next succeeding step except with respect to Step 4. In case a grievance is not filed or appealed within the time limits, it shall be deemed to be abandoned and the same subject matter shall not be considered further or make the subject of a further grievance.

Section 7. Extensions

Time limits in any step may be extended by mutual agreement of the parties.

Section 8. Testifying

Employees testifying at an arbitration hearing or ISLRB proceeding will be made available with loss of pay; however, whenever possible, they shall be placed on call to minimize lost time from work, unless they are required to assist the principal Union Representatives in the conduct of the case.

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ARTICLE XI HOURS OF WORK AND OVERTIME

Section 1. Regular Hours/Meal Periods

The regular hours of work each day shall be consecutive except that they may be interrupted by:

The classifications scheduled to work a twelve (12) hour shift shall receive two (2) thirty-minute rest/meal periods during their shift: Correctional Officers.

The scheduling of the above stated meal/rest periods shall be at the discretion of the immediate supervisor. The employer maintains the right to reschedule these meal and rest periods due to emergency operational requirements.

Section 2. Work Period

The regular work period is defined as a regularly reoccurring period of twenty-eight (28) days. Twelve (12) consecutive hours of work within a (24) hour period constitutes the regular workday.

Section 3. Work Schedule

Work schedules showing the employee's normal shifts, workdays, and hours shall be posted with at least 60 days notice prior to taking effect.

Section 4. Overtime

- (a) Employees working a twelve (12) hour shift shall receive one and one-half (1-1/2) times their regular rate of pay for all hours beyond eighty (80) hours in a fourteen (14) day pay period.
- (b) The Employer shall maintain the right to require overtime work and employees may not refuse such overtime assignments. However, absent emergency circumstances (less than four (4) hours' notice), as a general rule, reasonable steps shall be taken by the sergeant, at their discretion) to obtain volunteers for overtime assignments before assigning required overtime work, though work in progress shall not be interrupted. Specific employees may be selected for specific assignments where they are more appropriately qualified.

Section 5. No Pyramiding

Overtime compensation shall not be paid more than once for the same hours under any provision of this Agreement.

Section 6. Court Time

Employees covered by the terms of this Agreement shall be compensated at time and one-half (1-1/2) times their regular rate of pay for actual court time worked outside their regularly scheduled work hours. All employees serving court time shall receive at least a two (2) hour minimum pay and may be assigned other duties within their job classifications in order to fulfill the two (2) hour minimum.

If an employee fails to report to his/her next scheduled shift before or after such court time served within this Article, such employee shall not receive compensation for the period of absence until acceptable proof of illness or excusable absence is established to the satisfaction of the Employer.

Section 7. Callback

A "callback" is defined as an official assignment of work which does not continuously precede or follow an officer's regularly scheduled working hours. "Callbacks" shall be compensated for at a rate of 1.5 times the officer's regular rate of pay for all hours worked on "callback". However, there shall be a two-hour minimum on all "callbacks" and employees

may be assigned other duties within their job classification in order to fulfill the two-hour minimum.

Section 8. Shift Changes

Correction Sergeants and Correction Officers will bid for shift selection by seniority. All regular shifts will be subject to the bid process. Shift assignments made as a result of the bidding process will remain in effect. The Sheriff shall retain the authority to make-shift assignments in those instances in which seniority, proficiency in a specialty, injury or illness, discipline, or other emergency circumstances necessitate the reassignment of Correction Sergeants or Correction Officers. The determination of seniority for bidding purposes will be based on time in grade in each classification. Correction Sergeants and Correction Officers shall submit preference of shift assignment September 1st through September 15th of each year. Shift assignments shall be posted by October 1st of each year and shall be effective December 1st each year. An employee transferred to another classification during the year shall take the open position in that classification and there will be no re-bidding.

Section 9. Exceptions

Time off for sick leave granted shall not be counted as time worked for purposes of computing overtime compensation, except when an employee is mandated to work after using a sick leave day, then the sick leave hours will be counted as hours worked for the purposes of computing overtime compensation.

Section 10. Compensatory Time

Corrections Officers may accrue compensatory time with the following limitations: up to forty-eight (48) hours. When an employee utilizes accumulated compensatory time, additional compensatory time may be earned up to the amount as provided for in this Section. Officers will request in writing use of compensatory time three (3) days prior to the event. The request is subject to approval of the Sheriff. The Sheriff may deny such requests on the basis of staffing needs, overtime expense, or emergency needs of the Sheriff's Department. All accrued compensatory time not used by November 15th of each year will be paid at the employee's regular straight time hourly rate on the last pay period of November on a separate check of that year.

Section 11. On-Call Compensation

- a) Any corrections officer, if required to be "on-call", shall be compensated as follows: Employees, who may be required to be on-call, shall be credited with eight (8) hours of compensatory time for each pay period during which they are required to be "on-call". The eight (8) hour compensatory time credit will be added to the employee's ("Jail On-Call") bank. The on-call person, if called in to work, shall have thirty (30) minutes to return the sergeant's call, and have an additional two (2) hours from the return call to report for work.

- b) All employees shall receive eight (8) hours of "briefing compensatory time" added to their "Jail On-Call" bank annually on the first pay period in December of each calendar year.

Section 12. On-Call Trades

Employees who are "on-call" shall be allowed to trade "on-call" time with the approval of the shift Sergeant, of which shall not be unreasonably denied. Each employee shall be responsible and held accountable for the agreed upon shift. The employee that is on call for the majority of the pay period will be the one credited with the on-call compensation.

ARTICLE XII SENIORITY, LAY OFF AND RECALL

Section 1. Definition

"Seniority" is defined for the purposes of this Agreement, as the employee's length of continuous full-time service with that Employer, since the employee's last date of hire with that Employer.

Section 2. Application of Seniority

In the application of seniority and ability in promotions, filling of permanent openings in classifications, layoff and recall, seniority shall be the determining factor within the specific job classifications when, among qualified employees within such classification, their qualifications, skill and ability to perform the work is substantially equal. When applying this principle of seniority within classification and ability, the Employer's decision shall be made in good faith and shall not be arbitrary or capricious.

Section 3. Termination of Seniority

Seniority shall be terminated when an employee:

- (a) resigns or otherwise quits;
- (b) is discharged for cause (however, if such discharge is reversed through the grievance procedure, the issue of seniority is subject to the remedy attained within the grievance procedure);
- (b) retires;
- (d) does not return to work from layoff within three (3) working days after being notified to return, except when such failure to return to work is due to circumstances beyond the employee's control and the Employer was notified prior to the tolling of the three (3) day period;

- (e) has been absent from work three (3) consecutive days without notifying the Employer, except when the failure to notify is due to circumstances beyond employees' control.

In cases of seniority loss, the Employer shall issue written notification to the employee at their last known residence of such loss and that employment is terminated, with a copy of such forwarded to the Union Representatives.

Section 4. Seniority For New Employees

There shall be no seniority among probationary employees until they successfully complete their appropriate probationary period, wherein such employee shall acquire seniority retroactive to his/her initial date of hire with the Employer. The Employer shall, upon request, grant a probationary employee an oral evaluation after three (3) months of service.

Section 5. Seniority Roster

The Employer shall maintain post and keep current within each bargaining unit covered by this Agreement, a seniority roster by classification. The Union Representative shall be provided a copy of the seniority roster on the date of posting, which shall be no less than annually.

Section 6. Layoff

The Employer in its discretion shall determine whether layoffs are necessary unless it is clearly established that such a determination is arbitrary. Such layoffs shall not take effect until the expiration of an appropriate thirty (30) calendar day period to employees affected. Although not limited to the following, layoffs shall ordinarily be for lack of work and/or lack of funds. If it is determined that layoffs are necessary, employees shall be laid off in the following order within the specific job classification wherein layoff is being experienced:

- (a) temporary employees; seasonal employees; provisional employees;
- (b) part-time employees included in the bargaining unit affected;
- (c) probationary employees; and,
- (d) in the event of further reductions in the labor force, employees shall be laid off from the affected classification in accordance with their seniority and their ability to perform the remaining work available without further training. When two (2) or more employees have relatively equal experience, skill, ability, and qualifications to do the work without further training, the employee(s) with the least seniority shall be laid off first.

Section 7. Recall

Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without substantial further training.

If an employee is recalled to a position in a lower rated job classification, he/she shall have the right to return to the job classification he/she held prior to being laid off in the event it subsequently becomes available. If an employee is recalled to a lower rated job classification, the employee shall have the right to refuse the recall. The employer shall not hire new employees in bargaining unit positions so long as there are still employees on the recall list who are presently qualified to perform the work in the affected job classification and are willing to be recalled to said classification.

Section 8. Recall Notice to Employees

Employees eligible for recall shall be given fourteen (14) calendar days notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union Representatives, provided that the employee must notify Employer of his/her intention to return within three (3) days after receipt of notice of recall. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered or certified mail, return receipt requested, to the mailing address provided by the Employee, it being the obligation and responsibility of the employee to provide the Employer with his/her latest mailing address.

ARTICLE XIII VACANCIES : PROBATIONARY EMPLOYEES

Section 1. Permanent Vacancy

A permanent vacancy is created when the Employer determines to increase the work force and to fill a new position(s) or when any of the following personnel transactions take place in the bargaining unit, and the Employer determines to replace the previous incumbent: terminations, promotions or demotions.

Section 2. Posting

Whenever a permanent vacancy occurs, other than a temporary vacancy as defined below, in an existing job classification or as a result of the development or establishment of new job classifications, a notice of such vacancy shall be posted on all bulletin boards for ten (10) working days. During this period, employees who wish to apply for the vacancy, including employees on layoff, may do so.

Section 3. Selection

The Employer shall fill the permanent vacancy, by promoting in the following order of seniority within the job classification affected, so long as such person is appropriately qualified:

- (a) most senior employee in the next lowest pay rate in the unit;
- (b) most senior employee in the succeeding lower pay rate;
- (c) any and all other means adopted by the Sheriff.

Section 4. Temporary Vacancies

Temporary vacancies are defined as job vacancies that may periodically develop in any job classification that does not exceed ninety (90) days. Job openings that recur on a regular basis and/or that remain open more than ninety (90) days at a time shall not be considered temporary job openings.

Section 5. Probationary Employees

An employee is "probationary" for the first twelve (12) months of employment.

A temporary employee who becomes an employee in the same unit in which he/she was performing substantially the same work or for a continuous period immediately preceding the date he/she became an employee, shall have such period retroactively counted towards completion of his/her probationary period.

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/she has completed the required probationary period. Upon such completion, he/she shall acquire seniority retroactively from the date of employment. An employee who has a continuous period of temporary employment counted towards completion of his/her probationary period, shall acquire seniority from the date they began such continuous period of employment.

Section 6. New Hires and Promotions from within for Correctional Officers

- (a) New Hires Qualifications
Necessary standards needed by applicants in order to qualify for employment as a Correctional Officer shall be determined by the Sheriff and appropriate law.
- (b) Promotions from within Qualifications
A promotion will be considered a move to a position having a higher maximum salary and greater responsibility. A promoted member will be paid to the appropriate salary of the new position by the Agreement (labor contract) between Boone County Board, Boone County Sheriff, as co-employers, and Illinois Fraternal Order of Police Labor Council.

The vitality of the department is maintained through the selection and promotion of the most qualified personnel to the positions of increased responsibility. The Sheriff must help in the selection process of accurately rating and evaluating members and candidates for promotion and by advancing the most qualified.

All employees shall be subject to a twelve (12) month probationary period upon promotion and/or transfer.

At or before completion of the probationary period, the member will be reclassified as a regular member in the new position or returned to his/her previous position.

The qualifications are as follows:

1. Service. Must have two (2) years of Correctional Officer experience.
2. Education. A high school diploma or its equivalent is required. Pass minimum standard basic Correctional Officer training course as prescribed by the Illinois Local Governmental Law Enforcement Officers Training Board.
3. Examinations. An applicant is required to successfully pass all phases of testing, including but not limited to written examination, psychological examination, oral examination.
4. Psychological Examination. The results of the examination are used in an advisory capacity.
5. Oral Examination. The results of the examination are used in an advisory capacity.
6. Eligibility List. All applicants that successfully pass are placed on an eligibility list. As the need arises, openings are filled from that list.

ARTICLE XIV VACATIONS

Section 1. Vacation Accrual

All regular full-time employees covered by this Agreement shall be entitled to vacation as of their anniversary date of employment on any year as follows:

Up to 1 year	No vacation (12 holidays = approximately 12 paid days off)
1 year - 4 years	10 days vacation / 80 hours
5 years - 15 years	15 days vacation / 120 hours
16 years and over	20 days vacation / 160 hours

Section 2. Vacation Use

Vacations must be taken during the fiscal year and shall not be allowed to accumulate beyond each fiscal year, except employees may be allowed to carry over five (5) days of vacation per year at the discretion of the Sheriff. Any unused vacation not carried over will be paid to the employees at his/her regular rate of pay at the discretion of the Sheriff. The Employer will consider employees who pick up additional vacation because of their anniversary date when creating vacation schedules or considering vacation carry-over.

Section 3. Approval and Use

All vacation requests must be approved by the Employer. In approving such schedules, the Employer must consider the needs of the County service and seniority and wishes of the employee. Vacations shall be used only after it is earned and taken in increments of not less than two (2) hours at a time.

Section 4. Separation

If an employee is terminated, quits, is laid off or retires, he/she shall receive payment for any accrued unused vacation for that year. In case of a death, it will be paid the employee's spouse or estate.

Section 5. Advance Paychecks

If the operational needs of the department, as determined by the Sheriff allow such, the Employer will issue an employee his/her vacation check up to two (2) days prior to the pay day. Said checks shall only be issued by the County Clerk's Department upon submission of a written authorization by the Sheriff one (1) week in advance of the desired payment day.

Section 6. Vacation Scheduling

Vacations shall be scheduled insofar as practical at times desired by each employee, with a determination of preference being made on the basis of the employee's seniority as defined in this Agreement. Vacation sign-up sheets shall be posted no later than November 1st of the preceding year for the selection of vacations to be taken during the following calendar year. The Sheriff or his/her designee shall approve or deny any requests posted on the sign-up sheet by November 15th. Vacation requests submitted on or after November 16th will be granted on a first-come first-served basis, subject to approval by the Sheriff or his/her designee. All vacation requests shall not be unreasonably denied.

ARTICLE XV HOLIDAYS

Section 1. Eligibility

All regular full-time employees will be entitled to twelve (12) paid holidays each year.

For the purposes of this Article holidays shall be based on an eight-hour day period.

Section 2. Holidays Observed

New Years Day
Martin Luther King Day
Presidents Day
Spring Holiday (Friday before Easter)
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas
Christmas Holiday (1)

Section 3. Separation

If an employee is terminated, quits, is laid off, or retires, he/she shall be paid any accrued unused holidays for that year. In case of a death, it will be paid to the employee's spouse or estate.

ARTICLE XVI
SICK LEAVES

Section 1. "Full-time" Employees Defined

For purposes of this Article, "full-time" employees are those employees working forty (40) hours per week on average on a regular basis. For the purposes of this Article, probationary employees qualify under the appropriate distinctions and shall accrue sick leave during their probationary periods.

Section 2. Sick Leave Accrued

All regular "full-time" employees shall accrue paid sick leave at the rate of eight (8) hours per month.

Employees shall be allowed to accumulate unused paid sick leave and retain any such leave accumulated prior to the effective date of this Agreement. Such accrual shall be carried over annually and shall not be terminated at the end of each year up to a maximum of seven hundred twenty (720), with an amount over said amount being extinguished and not carried over into the next year. Any hours in excess of seven hundred twenty (720) will be purchased back at the rate of one for four at the end of each year. Sick leave shall accrue provided the employee is compensated for at least eighty (80) hours pay per month. Employees off work because of a work-related injury or illness shall continue to accrue sick leave but may not take any sick leave earned during this period until the employee returns to work. Accumulated sick leave shall be paid to employees who are laid off, retire, and/or permanently and totally disabled pursuant to an order issued under the Illinois Worker's Compensation Act; and payouts for laid off and retired employees will be paid pursuant to

the "one for four" formula set forth in this section; disabled employees will be paid on a 1 for 1 basis. The maximum hours to be paid out to employees laid off or retired with less than twenty (20) years service shall not exceed 1/4 of seven hundred twenty (720) hours, or one hundred eighty (180) hours.

Upon retirement with twenty (20) or more years of service a maximum payout in cash shall be up to four hundred (400) hours if accrued. In lieu of cash payout, upon retirement with twenty (20) or more years of service, employees shall have the option of receiving all hours accrued up to seven hundred twenty (720) hours if converted to IMRF service credit.

Section 3. Sick Leave Use Restrictions

Accumulated paid sick leave may be used for illness, disability, or injury of the employee, appointments with professional medical practitioners, chiropractitioner, psychologists or mental therapists, and in the event of illness, disability or injury of a member of the employee's immediate family. (Defined as mother, father, step-parents, spouse, children, stepchildren, brother, sister, grandparents, grandparents of spouse, grandchildren, brother-in-law, sister-in-law, parents-in-law, and domestic partner.)

Accumulated paid sick leave shall be used in increments of no less than one (1) hour at a time. While the Employer shall not discipline employees for legitimate use of such, the Employer may require evidence of use of sick time for the purposes contained within this Article if reasonable grounds exist to suggest abuse. However, an employee who calls in sick and uses such sick leave for himself or an immediate family member as defined, in excess of three (3) consecutive shift periods may be required to produce a written statement by a physician verifying the illness.

Section 4. Sick Leave Abuse Sanctions

For purposes of the provisions contained within this Article, "abuse" of sick leave is the utilization of such for reasons other than those stated within Section 3 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 inherent of such period, such as seniority and other rights. Continued abuse of sick leave shall subject the employee to disciplinary action pursuant to the terms of this Agreement.

Section 5. Notification of Balances

Employees shall be notified in writing of all forms of leaves balances, including vacation, sick leave, holidays, etc., on an annual basis. The Employer shall submit such information on a more frequent basis upon employee's request.

Section 6. Personal Time

Employees shall have the discretion to utilize no more than thirty-six (36) sick time hours accrued as personal time each year. Hours not converted from sick time to personal days each year shall accrue as sick time only. No personal days shall carry over into the following year.

Hours used as personal time shall not be taken on holidays, and no more than one (1) at any one time. Except in emergency situations, employees shall receive approval from their respective supervisor at least three (3) working days in advance of use of the personal days. Payment in lieu of use, under any circumstances, including termination or resignation, shall not be permitted.

ARTICLE XVII LEAVES OF ABSENCE

Section 1. Discretionary Leave

The Employer may grant, at its discretion, a leave of absence under this subsection to any bargaining unit employee for good and sufficient reason and may prescribe the terms and conditions for such leave, including whether or not such leave shall be with pay. However, such leave may not exceed six (6) months but may, with good cause, be extended for an additional six (6) month period. The provisions contained within this subsection do not include those remaining leaves provided for within this Article.

Section 2. Illness or Injury Leave Not Connected to Employment and Pregnancy Leave

In the event an employee, who has been employed for at least one hundred eighty (180) days, is unable to work due to injury or illness (including pregnancy) not connected to employment, the Employer shall grant a disability leave with sixty percent (60%) of average regular pay for a period not to exceed thirty (30) calendar days. Payment shall begin on the 1st day of accident and on the first day of illness. Payment shall be based upon sixty percent (60%) of the average weekly earnings of the employee during the six month period prior to the first day the employee was unable to work due to the disability. Employees will be given the option of using sick time or vacation before drawing this benefit. The Employer may require additional information from the attending physician to document the illness or injury.

The employee shall inform the Employer in writing of the nature and approximate length of time needed for disability leave (if known) which shall be provided by the attending physician.

Employees who participate in IMRF are entitled to disability benefits after thirty (30) consecutive days of disability. Employees should apply for these benefits during the first thirty (30) days of disability.

If the Employer has reason to believe the employee is able or unable to perform his/her job functions, or at any time during the disability, the employer may require the employee to have a physical examination by an impartial physician designated by the employer to perform his/her job functions which shall be paid by the employer.

Section 3. Military Leave

Military leave and leave due to enrollment in the military reserves and emergency call-ups (including U. S. and Illinois military programs), shall be granted in accordance with present

practices and procedures, and current state and federal laws. Employees shall not be required to use vacation, personal days, or sick leave while on military leave.

Section 4. Jury Leave

Full-time bargaining unit employees shall be granted leave for time spent in jury and grand jury service. Evening and night shift employees will be granted leave for jury and grand jury service, even though such service occurs during the daytime, if reporting to work would impose unreasonable hardship to the employee. Such employee shall sign his/her jury duty checks over to the Employer, whereupon the Employer shall compensate such employee, at his/her regular rate of pay, for each hour actually on jury duty.

Section 5. Funeral Leave

When a death occurs in an employee's immediate family (defined as mother, father, spouse, children, brother, sister, grandparents, grandchildren, brother-in-law, sister-in-law, mother-in-law, father-in-law, stepparents, stepchildren, grandparents of spouse, and domestic partner) such employee, upon request, shall be granted three (3) consecutive scheduled work days leave of absence with pay. Such employee, upon return to work, may be requested by the Employer to provide satisfactory evidence of such death and attendance at the funeral.

The employer may provide for three (3) consecutive additional days off without pay when requested, for travel or other related circumstances. This additional unpaid leave shall only be granted upon the discretion of the Sheriff.

Absent emergency conditions as defined by the Sheriff in accordance with Article II, Section (g), employees shall be granted an additional two (2) consecutive days paid funeral leave when a death occurs of their respective mother, father, spouse or children.

Section 6. Employment Required Continuing Education Leave

It is recognized by both employee and employer that continued education/training is a vital requirement to the overall effectiveness of the Public Safety Community. Therefore, courses of instruction, workshops, seminars or any other job-related education which the Employer requires the employee to attend shall be paid for by the employer with no loss in wages to the employee. The employer shall retain management rights as to scheduling of educational courses and rescheduling of work assignments to meet educational course dates and financial condition of the department. The Employer shall give consideration and as much advance notice to the employee when education/training course assignments are made.

Section 7. Failure To Return From Leave

Failure to return from a leave of absence after the expiration date therefrom shall be cause for immediate discharge with loss of all benefits and rights accrued pursuant to the terms of this Agreement. 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 after the expiration of such leave of absence or as soon as practical.

Section 8. Prohibition Against Misuse of Leaves

Any leaves granted pursuant to the terms of this Agreement, regardless of being with or without pay, shall not be used for the purposes of securing alternative employment. An employee during such leave 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.

ARTICLE XVIII
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

Absent an emergency situation, prior to the Employer subcontracting of work in a bargaining unit area, when such change amounts to a significant number of bargaining unit employees, the Employer shall notify the Union Representatives and offer the Union Representatives desirability of such subcontracting of work, including means by which to minimize the impact of such on employees.

ARTICLE XIX
RESIDENCY

Section 1. Requirement

There will be no residency restriction other than bargaining unit members will be required to reside within the State of Illinois.

ARTICLE XX
GENERAL ECONOMICS

Section 1. Wages

Employees covered by this Agreement shall receive the following wages commencing December 1, 2016. Separate paychecks shall be issued for any retroactive pay.

PLEASE REFER TO ADDENDUM I.

Section 2. Gratuities Prohibited

Employees shall neither solicit nor accept personal gifts, fees, tips, or other forms of remuneration offered because of the employees duties, functions, responsibilities, or position as an employee of the County and shall be immediately discharged without further notice if violation of the provisions contained herein, with full loss of any and all seniority rights, accrued sick leave and any other accrued employee benefits or rights.

ARTICLE XXI
HEALTH INSURANCE AND PENSION

The Employer shall at least maintain the present Health Insurance and Pension benefits provided to employees covered by the terms of this Agreement.

Municipal Employees Retirement Health Insurance continuation privilege will be in accordance with state statutes. On the day of the retirement or disability period for the employee, they shall be offered the option of continued group insurance coverage at the same premium rate from time to time charged for equivalent coverage provided under the group policy with respect to covered employees whose retirement or disability period has not begun. The said premium rate shall be the rate established as the monthly fee for the entire cost of health insurance for either single or family coverage. The Employer shall not be required to pay any group insurance premium.

Within fifteen (15) days of the beginning of the retirement or disability period of any employee entitled to elect continued group insurance coverage under any group policy affected by this section, the Employer shall give written notice of such beginning to the insurance company issuing such policy. The notice shall include the employee's name and last known place of residence and the beginning date of the employee's retirement or disability period.

Within fifteen (15) days of the receipt of such notice from the Employer, the insurance company shall give written notice to the employee at the employee's last known place of residence that coverage under the group policy may be continued to the retirement or disability period of the employee as provided in this section.

Within fifteen (15) days after receiving said notice from the insurance company, the employee shall notify the Employer of their intent to continue said coverage. Failure to notify the Employer within fifteen (15) days shall result in the automatic denial of said coverage.

The present employee health insurance premiums and deductibles shall remain in effect for the length of the contract. The health insurance benefits shall remain in effect for the length of the contract except for the following:

The overall Schedule of Benefits for In Network / Out of Network shall be as itemized in Attachment "A" under "Blue Cross/Blue Shield" proposed change.

The overall Schedule of Benefits for Prescription Drug Card benefits shall be as itemized in Attachment "B" under "Benefit Highlights".

The overall Schedule of Benefits for Specific Plan Benefits shall be as itemized in Attachment "C" under "Benefit Highlights".

The overall Schedule of Benefits for Mental Health and Chemical Dependency shall be as itemized in Attachment "D" under "Benefit Highlights".

Any precertification/preauthorization procedures shall be subject to Blue Cross/Blue Shield Plan.

The following rates shall apply:

Employee Monthly Medical Contributions with Wellness Participation

	<u>Current</u>	<u>To Be Determined</u>	<u>August 1, 2019</u>	<u>August 1, 2020</u>
Single	\$158.00	\$178.00	\$178.00	\$185.00
EE Spouse	N/A	\$310.00	\$352.00	\$360.00
EE Children	N/A	\$270.00	\$314.00	\$320.00
Family	\$300.00	\$345.00	\$375.00	\$400.00

Employee Monthly Contributions without Wellness Participation

	<u>Current</u>	<u>To Be Determined</u>	<u>August 1, 2019</u>	<u>August 1, 2020</u>
Single	\$158.00	\$228.00	\$228.00	\$228.00
EE Spouse	N/A	\$375.00	\$425.00	\$425.00
EE Children	N/A	\$325.00	\$395.00	\$395.00
Family	\$300.00	\$475.00	\$525.00	\$525.00

Employee Monthly Voluntary Dental Contribution

	<u>Current</u>	<u>To Be Determined</u>	<u>August 1, 2019</u>	<u>August 1, 2020</u>
Single	\$31.00	\$41.00	\$41.00	\$45.00
Family	\$46.00	\$56.00	\$56.00	\$60.00

Deductible

	<u>Current</u>	<u>To Be Determined</u>	<u>August 1, 2019</u>	<u>August 1, 2020</u>
Single	\$575.00	\$575.00	\$650.00	\$650.00
Family	\$1,725.00	\$1,725.00	\$1,950.00	\$1,950.00

Deductible "carry-over" stays in place

Co-Pay

	<u>Current</u>	<u>To Be Determined</u>	<u>August 1, 2019</u>	<u>August 1, 2020</u>
	\$20/Office Visit	\$25/Primary	\$35/Primary	\$35/Primary
		\$35/Specialist	\$50/Specialist	\$50/Specialist

Note: OBGYN is Primary

Emergency Room

<u>Current</u>	<u>To Be Determined</u>
\$75.00	\$250.00

Co-Insurance

Current
90%

Prescription Drugs

Generic/Preferred Brand/Non-Preferred Brand Name

Current
\$10/\$35/\$50

To Be Determined

Generic/Preferred Brand Name/Non-Preferred Brand Name/Specialty Medication

\$5/\$35/\$60/\$100

Mail Order

Generic/Preferred Brand Name/Non-Preferred Brand Name

Current
\$20/\$70/\$100

To Be Determine

\$10/\$70/\$120

Two Copays for Three Month's Supply

Generic/Preferred Brand Name Formulary Listing/Non-Preferred Brand Name Non-Formulating Listing

Employee may choose any dentist. Employee may elect dental plan and not the health insurance plan.

Benefits: Type A preventive 10% (no deductible)

Type B and C Basic and Major Service subject to \$50

Individual or \$100 family deductible then paid at 80%

Type B or 50% Type C (see attached) includes

Orthodontic benefit paid at 50% up to a \$1,250 lifetime

Maximum Per Individual.

All employees selecting the health insurance benefit shall contribute the appropriate single, EE Spouse, EE Children or family monthly contribution amount.

Retiree Health Insurance

The table listed below shall apply toward health dental and vision insurance premiums paid by retired employees. This payment shall be made to the County or the health insurance provider as designated by the County. All conditions of the plan maintained by the County shall apply to retired employees receiving this benefit. A retired employee shall be defined as an employee who leaves employment with the County in good standing after fifteen (15) or more years of service, is eligible for retirement by the rules and regulations of IMRF, and has not reached the age of sixty-five (65) or is otherwise eligible for Medicare or Medicaid. The retired employee shall indicate in writing within thirty (30) days after beginning retirement whether or not they seek to continue with the County group medical/dental/vision insurance. Failure to inform the County in writing within thirty (30) days after beginning retirement whether or not they seek to continue with the County group medical/dental/vision insurance shall cause forfeiture of this option.

Retired employees shall pay eighty percent (80%) of the monthly rate as determined by the County for all categories in the following tiers: Single, Single Plus One EE Spouse, EE Children, Family.

Other Plan Alternatives

The County may evaluate other plan options such as fully-insured /self-insured health plans, and reserves the right to make changes in health plan structure with benefits substantially the same.

ARTICLE XXII MISCELLANEOUS PROVISIONS

Section 1. Work Rules

The Employer may adopt, change or modify work rules and regulations. Whenever the Employer changes work rules and regulations or issues new work rules and regulations, the Union or a representative shall be given fifteen (15) days prior notice, absent emergency, before the effective date of such and shall be afforded an opportunity to meet and discuss such changes with the Employer. Such changes shall automatically take effect without further notice upon expiration of the above fifteen (15) day period. For changes in departmental policies and procedures, a fifteen (15) day notice shall be given.

Section 2. Medical Exams

Upon reasonable suspicion of drug or alcohol abuse, employees will be required to undergo a medical examination at the Sheriff's direction and County expense prior to employment and may be required thereafter, at the Sheriff's direction and at County expense.

Section 3. Work Related Clothing Allowance

Each December 1 the Employer shall pay to each employee in the form of a separate check, as designated below, the amounts designated for each job classification. This check will be issued before January 31 of each year.

	<u>Current</u>	<u>Effective 12/01/17</u>	<u>Effective 12/01/18</u>
Corrections	\$750.00	<u>\$825.00</u>	<u>\$825.00</u>
Cook	\$575.00	<u>\$625.00</u>	<u>\$625.00</u>
Lead Cook	\$575.00	<u>\$625.00</u>	<u>\$625.00</u>

Clothing damaged in the course of employment shall be replaced by the Employer. Additionally, in the event that an officer is assigned to a different classification from which he/she is currently assigned, the employer will be responsible for the costs of such initial changes.

Section 4. Employee Inoculations

Upon proof of receiving a hepatitis inoculation, the County will reimburse employees for up to one hundred dollars (\$100), only once during their term of employment. New employees shall also receive this benefit only once during the term of their employment. The Employer will pay for a blood test for those who had the inoculation, to determine whether the initial inoculation was effective. If not, the Employer will pay the cost of the booster shot per the Health Department.

Section 5. Overtime

Absent unusual circumstances and pursuant to past practice(s) and the needs of the department, the Employer will make reasonable efforts to utilize regular full-time employees in overtime assignments before utilizing part-time employees.

Section 6. Eye Care Reimbursement

County employees shall be eligible for the insured vision plan as offered

Employee	County pays for enrolled employee
Family Coverage Option	\$6.31 per month subject to plan percent increase annually

All enrolled employees and family members shall contribute the copayments and cost-sharing as identified in the plan document

The Employer agrees to repair or replace as necessary an employee's eye glasses, contact lenses, prescription sunglasses up to a value of \$150 and watches up to a value of \$50 or other items of personal equipment if such are damaged or broken if during the course of the employee's duties, the employee is required to exert physical force or is attacked by another person. Employer will pay reasonable repair costs. Incidents will be documented, before any payment is made, with the immediate supervisor.

Section 7. Life Insurance

For the term of the Agreement, the life insurance benefit for each employee shall be \$15,000.

Section 8. Other Items

An employee leaving employment of any department covered by a collective bargaining agreement shall forfeit any retroactive economic increase, regardless of the circumstances of said departure.

Section 9. Impasse

The resolution of any bargaining impasse between the parties affecting employees shall be in accordance with the applicable provisions of the Illinois Public Labor Relations Act (5 ILCS 315/14).

Section 10. Indemnification

The Employer will indemnify the employees in accordance with the applicable law (55 ILCS 5/5-1002).

Employees shall have legal representative by the Employer in any civil cases of action brought against an employee resulting from or arising under this Section provided that the employee has given the employer notice as required by 55 ILCS 5/5-1002.

The Employer will provide the protection set forth above only so long as the employee is acting within the scope of his employment and where the employee cooperates with the Employer in defense of the action or actions or claims. Employer shall have no obligation to indemnify employees for punitive damages awards.

Section 11. Use of Personal Vehicle for Official Business

Employees required by the County to use their personal vehicle for official business shall be compensated at the current I.R.S. per mile rate.

Section 12. Training Officer

The Sheriff shall select four (4) Correctional Officers that shall perform the duties of "training officer". Those officers so selected will be compensated at the rate of five hundred dollars (\$500.00) December 1st of each fiscal year. For any officers selected and assigned the duties of "training officer" during any fiscal year (December 1st to November 30th) shall receive one twelfth (1/12) of the five hundred dollars (\$500.00) stipend for each full calendar month of service until the beginning of the next fiscal year, when the full stipend will again be paid to those officers so assigned.

Section 13 Discharge of Weapon Causing Injury or Death

Any covered member who discharges their firearm causing injury or death to a person or persons during the performance of their official duties or in the line of duty, must submit to a drug and alcohol testing by the end of the covered member's shift or tour of duty. In conducting the testing authorized by this Labor Agreement, the Employer shall: use only a clinical laboratory or hospital facility that is licensed and is accredited by the Substance Abuse Management Safety and Health Administration (SAMSHA); and ensure that the laboratory or facility selected conforms to all (SAMSHA) standards; establish a chain of custody procedure for both the sample collection and testing that will ensure the integrity of the identity of each sample and test result and provides a designated Medical Review Officer (MRO) who is certified by the State of Illinois to review drug and/or alcohol testing results. The clinical laboratory or hospital facility utilized must provide the employee tested with an opportunity to have the split sample tested by a clinical laboratory or hospital facility of the employee's choosing which is accredited by the Substance Abuse Management Safety and Health Administration (SAMSHA) at the employee's own expense, provided the employee notifies the Employer in writing within one (1) year of the date of collection.

ARTICLE XXIII ENTIRE AGREEMENT:SAVINGS CLAUSE

Section 1. Entire Agreement: Waiver

This Agreement constitutes the entire Agreement between the parties and no verbal statements shall supersede any of its provisions. Any amendment supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto. The Employer and the Union Representative, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to: (1) any subject or matter specifically referred to or covered in this Agreement; and (2) subjects or matters that arose as a result of the parties' proposals during bargaining, but which were not agreed to. This paragraph does not waive the right to decisional or effects bargaining and is subject to the provisions of Section 4 and 7 of the Public Labor Relations Act and over any subject or matter not referred to or covered in this Agreement that is a mandatory subject of bargaining and concerning terms and conditions or other revisions, modifications, amendments or adjustments the County is considering changing during the term of this Agreement.

Section 2. Savings Clause

If any Article or Section of this Agreement or any addenda thereto shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall immediately negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE XXIV
TERMINATION

This Agreement shall be effective as of the date of adoption and shall remain in full force and effect until the 30th day of November, 2020.

It shall be automatically renewed for an additional year unless either party notifies the other in writing by September 1, 2020, that it desires to modify the terms of this Agreement. In such event, negotiations shall commence no later than October 1, 2020, and the terms of this Agreement shall remain in full force and effect during the duration of such negotiations and until such notice of intent to terminate this Agreement is provided the other party pursuant to the following manner:

In the event either party desires to terminate this Agreement, written notice must be given the other party no less than ten (10) days prior to the desired termination date which may not be before anniversary date set forth in this Article.

ADDENDUM I
GENERAL ECONOMICS

1. The wage scale below is based on the employees' total seniority within the Sheriff's Office as defined in Article XII, Section 1.

All Classifications:

Effective 12/01/16

2.0% increase to wage table

Effective 12/01/17

2.0% increase to wage table

Effective 12/01/18

2.25% increase to wage table

Effective 12/01/19

2.60% increase to wage table

2. For purposes of promotions, the following are related work fields:

1. Cook/Lead Cook
2. Corrections/Lead Corrections
3. Sergeant

- a. Promotions in Related Fields. In cases of promotions in related fields to a new job classification, the employee will be issued a wage adjustment to the wage grade commensurate to their actual seniority.
- b. Promotions Outside Related Fields. In cases of promotion of an employee to a new job classification outside related fields, they would be issued a wage adjustment to the wage grade commensurate to their actual seniority.

Executed this 27th day of JUNE, 2019 after receiving approval by the Boone County Board and after ratification by the Union within the bargaining units affected.

For the Union:
Illinois Fraternal Order of Police Labor Council

Russell R. Vogt 9/27/19
Russell R. Vogt
Field Representative
IL. F.O.P. Labor Council

Don Adams
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

For Boone County
[Signature]
Chairman, Boone County Board
DERNEST
Boone County Sheriff

Julie A. Stapler
Boone County Clerk

AYES: 12
NAYS: 0
ABSENT: 0

(COUNTY SEAL)

Corrections Settlement FY 2017 to FY 2020

December 1, 2016		2.00%									
Department	0	1	2-3	4-5	6-7	8-9	10-12	13-14	15-16	17-18	19+
Corrections	20.87	22.41	23.40	24.96	26.56	27.16	27.77	28.67	29.04	29.39	29.79
Sergeant	23.88	25.40	26.39	27.95	29.54	30.15	30.76	31.64	32.01	32.39	32.78
Lead Correction Officer	20.77	25.92	27.04	28.76	30.57	31.12	31.71	32.80	33.26	33.66	34.11
Cook	16.01	16.26	17.43	19.20	20.78	21.01	21.54	22.19	22.43	22.71	23.00
Lead Cook	16.68	16.95	18.18	20.03	21.69	21.92	22.45	23.16	23.44	23.75	24.02
December 1, 2017		2.00%									
Department	0	1	2-3	4-5	6-7	8-9	10-12	13-14	15-16	17-18	19+
Corrections	21.29	22.86	23.87	25.46	27.09	27.71	28.33	29.25	29.62	29.97	30.39
Sergeant	24.36	25.91	26.92	28.51	30.13	30.75	31.38	32.27	32.65	33.03	33.44
Lead Correction Officer	21.18	26.44	27.58	29.34	31.18	31.74	32.35	33.46	33.93	34.33	34.79
Cook	16.33	16.58	17.78	19.58	21.19	21.43	21.97	22.63	22.88	23.16	23.46
Lead Cook	17.01	17.29	18.54	20.43	22.12	22.36	22.90	23.63	23.91	24.22	24.50
December 1, 2018		2.25%									
Department	0	1	2-3	4-5	6-7	8-9	10-12	13-14	15-16	17-18	19+
Corrections	21.77	23.37	24.40	26.03	27.70	28.33	28.97	29.90	30.29	30.65	31.07
Sergeant	24.90	26.49	27.52	29.15	30.81	31.45	32.08	33.00	33.38	33.78	34.19
Lead Correction Officer	21.66	27.03	28.20	30.00	31.88	32.46	33.07	34.21	34.69	35.11	35.57
Cook	16.70	16.96	18.18	20.02	21.67	21.91	22.47	23.14	23.39	23.68	23.99
Lead Cook	17.39	17.68	18.96	20.89	22.62	22.86	23.41	24.16	24.45	24.77	25.05

Corrections Settlement FY 2017 to FY 2020

December 1, 2019 2.60%

Department	0	1	2-3	4-5	6-7	8-9	10-12	13-14	15-16	17-18	19+
Corrections	22.33	23.98	25.04	26.71	28.42	29.07	29.72	30.68	31.07	31.45	31.88
Sergeant	25.55	27.18	28.24	29.91	31.61	32.26	32.92	33.86	34.25	34.65	35.08
Lead Correction Officer	22.22	27.73	28.93	30.78	32.71	33.30	33.93	35.10	35.59	36.02	36.50
Cook	17.14	17.40	18.65	20.54	22.23	22.48	23.05	23.74	24.00	24.30	24.61
Lead Cook	17.85	18.14	19.45	21.44	23.20	23.46	24.02	24.79	25.08	25.41	25.70

step/anniversary increases will be effective on the actual date of event