

**LABOR CONTRACT**

**BETWEEN**

**BOONE COUNTY BOARD**

**AND**

**THE BOONE COUNTY SHERIFF**

**AND**

**INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE  
AND**

**AGRICULTURAL IMPLEMENT WORKERS OF AMERICA, UAW**

**AND IT'S LOCAL UNION #1761**

**COVERING**

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

**EFFECTIVE FOR THE PERIOD:  
DECEMBER 1, 2016 THROUGH NOVEMBER 30, 2019**

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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 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, County Sheriff (hereinafter referred to as the Employer) and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW and its Local Union #1761.

## 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:

Unit A - All full-time and regular part-time employees in the following classifications: Janitor/Custodian, Records Clerk, Lead Dispatcher, Dispatcher, County Maintenance, Courthouse Maintenance, PSB Maintenance, and Non-Confidential Secretary.

Exclusions - All supervisory, confidential, and managerial employees as defined by the Act and all other employees of the County of Boone and Boone County Sheriff.

## 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;
- (n) to contract out for goods and/or services;
- (o) to determine the methods, means and personnel by which operations are to be conducted; and,
- (p) 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: two (2) Committeemen selected from the bargaining unit, as well as one (1) alternative Committeeman if the regularly selected Committeeman is unavailable. 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. An International 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/Fair Share

The Employer agrees to deduct from the pay of those employees who individually request, any or all of the following: Union membership dues, assessments, fair share payments 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. Fair Share Deductions

Employees covered by this Agreement who are not members of the Union paying dues by voluntary payroll deduction shall be required to pay in lieu of dues, their proportionate fair share of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment in accordance with the applicable Labor Relations Act. The fair share payment, as certified by the Union, shall be deducted by the Employer from the earnings of the non-member employees and shall be remitted on a monthly basis to the Union at the address designated in writing to the Employer by the Union. The Union shall advise the Employer of any increase in fair share fees in writing at least fifteen (15) days prior to its effective date. The amount constituting each non-member employee's share shall not exceed dues uniformly required to union members.

#### Section 4. 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 fair share 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 5. Notice and Appeal

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

Section 6. 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 7. 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 International Union 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 any written counseling, formal warning or other disciplinary documentation is permanently placed in their personnel file. Employees shall be given notice by the Employer when any written counseling, formal warning or other disciplinary documentation is placed in their personnel file subject to the provisions of Article 9, Section 6.

## 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: counseling letter, verbal reprimand, written reprimand, suspension(s) (either paid or unpaid), 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 thorough investigation. An employee shall be entitled upon request to the presence of a Union Representative at any investigative meeting which discipline may, or will result in any disciplinary action as described in Section 1 of this Article against the employee being interviewed. The employee will be advised of the nature of any disciplinary or investigatory meeting before it commences. The Employer may, under appropriate circumstances, place an employee on a paid administrative leave of absence during the pendency of an investigation under this Section, however no such leave shall be extended beyond the period allowed under Section 5 of this Article unless such extension is agreed to by the Employer and the Union, in writing.

### Section 3. Disciplinary Confernces

Whenever an employee is to be formally charged with 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, in writing, 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. For purposes of administering discipline one (1) day shall be based on an eight (8) hour work day.

### Section 5. Limitations

The Employer agrees herein that any discipline imposed under this Article shall be imposed no more than forty-five (45) calendar days following the notice to the employee(s) and the Union as provided for in Section 4 of this Article. The forty-five (45) day period provided in this Section may only be extended by written agreement of the Union and Employer. The Employer 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 6. Notice of Discipline

In the event disciplinary action is taken against an employee, the Employer shall promptly furnish written notice to the employee which shall clearly and concisely state the reasons for such discipline. A copy of the documentation of discipline to be placed in the employee's personnel file may suffice as notice under this Section.

Upon the employee's request, any record of a verbal reprimand or counseling letter 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 or Police Department; 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 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. Either party may reject an entire panel of arbitrators. Either party may reject an entire panel of arbitrators, taking turns as to the first strike. The person whose name remains shall be the arbitrator. 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, or subtract from the provisions of this Agreement.

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

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

## ARTICLE XI

### HOURS OF WORK AND OVERTIME

#### Section 1. Regular Hours/Mcal Periods

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

- (a) The following classifications scheduled to work a twelve (12) hour shift shall receive two (2) thirty minute rest/meal periods during their shift: Dispatchers.
- (b) The following classifications scheduled to work an eight (8) hours shift shall receive a one-hour unpaid lunch and two (2) 15 minute rest periods during their shift: Maintenance, Records Clerk, and Non-Confidential Secretary.

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

- (a) The regular work period for the following employees shall consist of eight (8) consecutive hours and the regular work week shall consist of five (5) consecutive days: Maintenance, Records Clerk, Non-Confidential Secretary.
- (b) 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 work day.
- (c) Twelve (12) hour shifts will be scheduled from 6:30 A.M. to 6:30 P.M. and from 6:30 P.M. to 6:30 A.M. each day of each week.
- (d) Dispatchers will bid for shift selection by seniority. Shift assignments made as a result of the bidding process will remain in effect until the next bidding process. They shall submit preferences of shift assignment September 1<sup>st</sup> through September 15<sup>th</sup> of each year. Shift assignment shall be posted by October 1<sup>st</sup> of each year and shall be effective December 1<sup>st</sup> of each year. The Sheriff reserves the right to assign employees to a different shift in order to accommodate seniority or proficiency needs in the Dispatch Center.

### Section 3. Work Schedule

Work schedules showing the employee's normal shifts, work days, and hours shall be posted on a department bulletin board at all times with at least 60 days notice prior to taking effect.

### Section 4. Overtime

- (a) Employees working an eight (8) hour shift shall receive one and one-half (1-1/2) times their regular rate of pay for each hour worked over eight (8) per day or actually worked beyond forty (40) hours in a regular work week period in accordance with the Fair Labor Standards Act.
- (b) 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 forty (40) hours in a seven (7) day pay period.
- (c) The Employer shall maintain the right to require overtime work and employees may not refuse such overtime assignments. However, absent emergency circumstances, as a general rule, reasonable steps shall be taken 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.

- (d) Employees may accrue compensatory time up to forty-eight (48) hours. Employees will request in writing use of compensatory time seven (7) 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 need of the Department.

All accrued compensatory time not used by November 15<sup>th</sup> of each year will be paid at the employee's regular straight time hourly rate on November 30<sup>th</sup> of that year. Employees may carry over up to twenty-four (24) hours.

#### 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 employee's regularly scheduled working hours. "Callbacks" shall be compensated for at a rate of 1.5 times the employee'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. Exceptions

Time off for personal days, sick leave or other leaves of absence periods granted shall not be counted as time worked for purposes of computing overtime compensation.

Section 9. Snow and Related Emergency Policy

The Sheriff will determine whether or not to close buildings under his authority. Personnel deemed essential to County operations wherever possible should report to work on such snow and other emergency days and will be compensated at a straight time rate for their services. Nonessential personnel scheduled to work may choose to forego reporting to work on such snow or related emergency days. Nonessential personnel who do not report will have the option of using vacation, personal, or unpaid time off.

For the purpose of this section, essential personnel classifications are PSB Lead Maintenance, Courthouse Lead Maintenance, and Dispatch.

Section 10. Hours of Work and Overtime Shift Bidding Procedures

Beginning October 1, 2017 A shift bidding process shall occur within three (3) months of the contract ratification to determine rotating or permanent shifts and shall remain in effect for the remaining term of the agreement.

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 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.

If an employee moves to a different classification then returns to their original classification they will maintain seniority in each classification from which they previously held.

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);
- (c) 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 two (2) week notice 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) year(s). 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 six (6) months of employment except dispatchers will have a twelve (12) month probationary period.

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

Employees who are transferred/promoted from one classification to another outside related fields (i.e. a Dispatcher who becomes a Deputy assigned to Patrol or a Records Clerk who becomes a Dispatcher) who is disqualified or who is removed from the position during their probationary period may not return to their former job.



## 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 to the employee's spouse or estate.

## Section 5. Advance Paychecks

If the operational needs of the office, as determined by the Sheriff, 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.

# 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 7. Promotions from within Qualifications

(a) 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, and United Auto Workers. 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 shall advance the most qualified person by accurately rating and evaluating those individuals to be promoted. All members 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 their previous position.

(b) The qualifications are as follows:

1. Service. Must have three (3) years of service with the Boone County Sheriff's Department.
2. Education. High school diploma or its equivalent is required.
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. Eligibility list shall expire after three (3) years.

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. Holidays Observed

New Years Day  
Martin Luther King Day  
Presidents Day  
Spring Holiday  
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) hours, 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 he/she 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 of 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, and parents-in-law.)

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 twenty-four (24) 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.

Personal time may be taken in one (1) hour increments upon receiving approval from their respective Supervisor. 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 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 60% of average regular pay for a period not to exceed 30 calendar days. Payment shall begin on the 1st day of accident and on the first day of illness. Payment shall be based upon 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 30

consecutive days of disability. Employees should apply for these benefits during the first 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.

### 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. Bereavement

When a death occurs of an employee's mother, father, spouse, children, employees upon request shall be granted five (5) consecutive scheduled work days with pay.

When a death occurs of an employee's brother, sister, grandparents, grandchildren, brother-in-law, sister-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepparents, stepchildren and grandparents of spouse such employee, upon request, shall be granted three (3) consecutive scheduled work days with pay.

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.

### 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

All employees within the bargaining unit affected by this Agreement and new employees within thirty (30) days after completion of their probationary employment, as a condition of their continued employment, must have their place of abode within twenty-one (21) miles of the Public Safety Building located at 615 North Main Street, Belvidere, Illinois.

#### Section 2. Exception

Employees employed by the County at the effective date of this Agreement who do not reside within the prescribed radius in Section 1, may continue to reside outside that radius so long as they do not move to another residence.

## 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.

December 1, 2016 - 2.25% increase to table.

December 1, 2017 - 2.00% increase to table.

December 1, 2018 - 2.00% increase to table.

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 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

If an employee is charged the \$100.00 additional deductible for failure to pre-authorize or pre-certify before admission, said additional deductible will be refunded by the County. Current pre-authorization and pre-certification requirements shall remain in effect.

August 23, 2017 schedule of payments is adopted beginning October 1, 2017.

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

The Employer shall institute a preauthorization and precertification program for employees that will receive inpatient hospital services. If the employee or health care provider fails to notify the Employers health insurance carrier of the recommended procedure before admittance into a health care facility, the employee shall be subject to an additional one hundred dollar (\$100) deductible.

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 following rates shall apply:

Prescription Drugs

Generic/Preferred Brand Name/Non-Preferred Brand Name

Current

\$10/\$35/\$50

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

October 1, 2017

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

Note: Generic rate decreased

Mail Order

Generic/Preferred Brand Name/Non-Preferred Brand Name

Current

\$20/\$70/\$100

October 1, 2017

\$10/\$70/\$120

Employee Monthly Medical Contributions with Wellness Participation

	<u>Current</u>	<u>October 1, 2017</u>	<u>August 1, 2018</u>	<u>August 1, 2019</u>
Single	\$158.00	\$158.00	\$178.00	\$178.00
EE Spouse	N/A	\$260.00	\$310.00	\$352.00
EE Children	N/A	\$235.00	\$270.00	\$314.00
Family	\$300.00	\$300.00	\$345.00	\$375.00

Employee Monthly Medical Contributions without Wellness Participation

	<u>Current</u>	<u>October 1, 2017</u>	<u>August 1, 2018</u>	<u>August 1, 2019</u>
Single	\$158.00	\$188.00	\$228.00	\$228.00
EE Spouse	N/A	\$301.00	\$375.00	\$425.00
EE Children	N/A	\$259.00	\$325.00	\$395.00
Family	\$300.00	\$388.00	\$475.00	\$525.00

Employee Monthly Voluntary Dental Contribution

	<u>Current</u>	<u>October 1, 2017</u>	<u>August 1, 2018</u>	<u>August 1, 2019</u>
Single	\$31.00	\$36.00	\$41.00	\$41.00
Family	\$46.00	\$51.00	\$56.00	\$56.00

Deductible

	<u>Current</u>	<u>October 1, 2017</u>	<u>January 1, 2018</u>	<u>January 1, 2019</u>
Single	\$575.00	\$575.00	\$575.00	\$650.00
Family	\$1,725.00	\$1,725.00	\$1,725.00	\$1,950.00

Co-Pay

	<u>Current</u>	<u>October 1, 2017</u>	<u>January 1, 2018</u>	<u>January 1, 2019</u>
\$20/Office Visit		\$25/Primary	\$25/Primary	\$35/Primary
		\$35/Specialist	\$35/Specialist	\$50/Specialist

**Note: OBGYN is Primary**

Emergency Room

	<u>Current</u>	<u>October 1, 2017</u>	<u>January 1, 2018</u>	<u>January 1, 2019</u>
	\$75.00	\$150.00	\$200.00	\$250.00

All employees selecting the health insurance benefit shall contribute the appropriate single 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 80 percent (80%) of the monthly rate as determined by the County for all categories in the following tiers: Single, Single Plus One, Family.

Other Plan Alternatives

The County may evaluate other plan options such as fully-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 five (5) 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 five (5) day period. For changes in departmental policies and procedures, a ten (10) day notice shall be given.

Section 2. Medical Exams

Upon reasonable cause suspicion of drug or alcohol abuse, employees will be required to undergo a medical examination at the Sheriff's direction 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 with at least six (6) months of seniority in the form of a separate payment as designated below, the amounts designated for each job classification. This payment will be issued prior to January 31 of each year. An employee who attains six (6) months of seniority after December 1 shall be paid by the Employer, as designated below, the amounts designated for each job classification within thirty (30) days of attaining their sixth (6th) month of seniority.

	Effective <u>12/01/16</u>	Effective <u>12/01/17</u>	Effective <u>12/01/18</u>
Dispatcher	\$650.00	\$650.00	\$650.00
Records Clerk	\$650.00	\$650.00	\$650.00
Maintenance	\$650.00	\$650.00	\$650.00
Janitor/Custodian	\$500.00	\$500.00	\$500.00
Secretary	\$300.00	\$300.00	\$300.00

Clothing damaged which is not capable of reasonable repair shall be replaced by the Employer. Employer will pay reasonable repair costs.

Maintenance department employees shall receive a uniform allowance instead of uniforms provided by management effective 12/01/99. Maintenance will receive the same amount of allowance as Dispatchers.

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 enrollment in a Vision Plan per the Plan Document parameters identified in the attachment to this contract.

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 and cannot be reasonably repaired, if during the course of the employee's duties, the employee is required to exert physical force or is attacked by another person. Incidents will be documented, before any payment is made, with the immediate supervisor. Employer will pay reasonable repair costs.

#### Section 7. Payroll Deduction for Dental Insurance

Upon having the appropriate automation capability with the employee payroll system, employees shall be eligible to request payroll deduction services for dental insurance.

#### Section 8. Life Insurance

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

#### Section 9. Emergency Medical Dispatch Procedure

The Sheriff, after consultation as to the fiscal impact with the City and County, agrees that should the implementation of Emergency Medical Dispatch begin during the term of this Agreement, he will meet and discuss with the Union the procedures for implementation of that program.

#### Section 10. 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 11. Impasse

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

#### Section 12. 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 13. Lead Dispatcher

The Sheriff shall establish a position of Lead Dispatcher. This position shall be a bargaining unit position and filled from the ranks of the current employees. The Lead Dispatcher shall perform those duties as defined by the Sheriff. The Lead Dispatcher shall be compensated at a rate \$2.00 higher than the Dispatcher's regular rate of pay at the time the person is designated as Lead Dispatcher. If a Lead Dispatcher is not on duty, no other employee shall fill that role on a temporary basis.

#### Section 14. Field Training Officer Pay

Employees assigned FTO duty shall be paid an additional one dollar and fifty cents (\$1.50/hour) for hours actually worked on FTO duty. There shall be no limit to the actual number of FTO's, although the Sheriff shall determine the appropriate number based on the needs of the Department. For December 1, 2016 through August 31<sup>st</sup>, 2017 only, employees conducting Field Training Officer (FTO) training shall be paid five hundred (\$500.00) dollars.

## 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.

#### 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, 2019.

It shall be automatically renewed for an additional year unless either party notifies the other in writing by September 1, 2019, that it desires to modify the terms of this Agreement. In such event, negotiations shall commence no later than October 1, 2019, 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 employee's total seniority within the Public Safety Building as defined in Article XII, Section 1.

Dispatcher, Lead Dispatcher, Courthouse/PSB Lead Maintenance classifications:

See attached table.

2.25% plus table 12/01/16

2.00% plus table 12/01/17

2.00% plus table 12/01/18

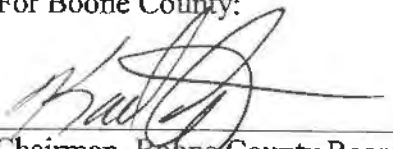
Other classifications: per table as presented.




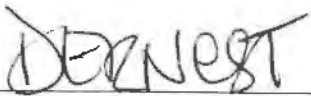
Executed this 26<sup>th</sup> day of February, 2018, after receiving approval by the Boone County Board and after ratification by the Union within the bargaining units affected.


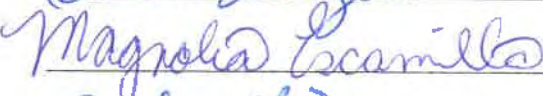
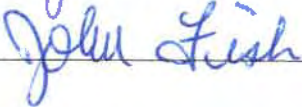
For the Union:  
International Union, United Automobile,  
Aerospace and Agricultural Implement  
Workers of America, UAW, and its  
Local Union No. 1761

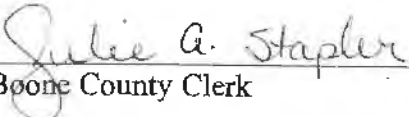
For Boone County:

  
Chairman, Boone County Board

  
Ted Dever  
Staff Representative  
UAW

  
Boone County Sheriff

  
Boone County Clerk

AYES: 10

NAYS: 0

ABSENT: 1

(COUNTY SEAL)

June 23, 2014

Letter of Agreement

Regarding Article 9, Section 1, Discipline, the parties recognized that the issuance of a counseling letter does not require procedures outlined in Article 9, Section 3, Disciplinary Conferences. The parties further recognize that issuance of a counseling letter will be after a timely investigation has occurred.

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Ted Dever  
UAW Local 1761

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Duane Wirth, Sheriff  
Boone County

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Bob Walberg, Chairman  
Boone County Board

June 23, 2014

Letter of Agreement

Regarding Article 22, Section 13, Lead Dispatcher, the parties recognize that the position established of Lead Dispatcher shall, upon management's ability to fill the position, consist of one (1) for each shift. However, this does not constitute minimum staffing for that position, and if management believes a qualified dispatcher is unavailable on a given shift, the position will remain vacant for that shift.

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Ted Dever  
UAW Local 1761

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Duane Wirth, Sheriff  
Boone County

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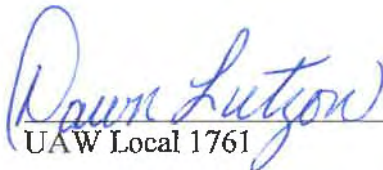
Bob Walberg, Chairman  
Boone County Board

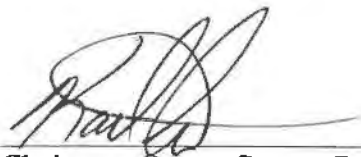
Side Letter of Agreement

This Side Letter of Agreement is entered into the 26<sup>th</sup> day of Feb, 2018 by and between UAW LOCAL 1761, BOONE COUNTY and THE BOONE COUNTY SHERIFF and modifies the terms of Article 17, Section 5, BEREAVEMENT, of the Collective Bargaining Agreement between the parties. This Side Letter of Agreement shall be effective for the term of the Collective Bargaining Agreement (thru November 30, 2019)(unless it is modified in writing and agreed to by all the parties.

ARTICLE 17, SECTION 5, BEREAVEMENT IS MODIFIED BY THE ADDITION OF THE FOLLOWING LANGUAGE:

“Upon the death of a person for whom an Employee has been appointed Legal Guardian, the Employee shall be granted, upon request, up to three (3) consecutive work days off with pay. The Employee shall provide the Employer with appropriate legal evidence of the appointment as Guardian.”

  
\_\_\_\_\_  
UAW Local 1761

  
\_\_\_\_\_  
Chairman, Boone County Board

  
\_\_\_\_\_  
Boone County Sheriff

December 1, 2016 Increase of 2.25 %*				UAW DISPATCHER WAGE TABLE							9/20/17	3/17/18
Department	0	1	2-3	4-5	6-7	8-9	10-12	13-14	15-16	17-18	19+	
Dispatch	19.55	21.07	22.10	23.64	25.25	25.82	26.46	27.33	27.69	28.07	28.44	
Lead Dispatcher	21.55	23.07	24.10	25.64	27.25	27.82	28.46	29.33	29.69	30.07	30.44	
Records-Non-Conf Sec	13.27	14.72	15.42	16.46	18.30	19.28	19.62	20.32	20.74	21.02	21.39	
General Maintenance	15.48	16.03	16.82	18.46	19.87	20.14	20.67	22.31	22.58	22.86	23.14	
Asst. Maintenance Janitor	13.08	13.82	14.61	16.26	17.67	17.94	18.47	20.11	20.38	20.66	20.93	
Asst. Maintenance Veh	13.27	13.82	14.61	16.26	17.67	17.94	18.47	20.11	20.38	20.66	20.93	
PSB Lead Maintenance	18.71	20.26	21.47	24.05	25.97	27.30	27.84	28.88	29.25	29.66	30.09	
Courthouse Lead Maint	18.71	20.26	21.47	24.05	25.97	27.30	27.84	28.88	29.25	29.66	30.09	

December 1, 2017 Increase of 2.0 %*												
Department	0	1	2-3	4-5	6-7	8-9	10-12	13-14	15-16	17-18	19+	
Dispatch	19.94	21.50	22.54	24.11	25.75	26.33	26.99	27.88	28.24	28.63	29.00	
Lead Dispatcher	21.94	23.50	24.54	26.11	27.75	28.33	28.99	29.88	30.24	30.63	31.00	
Records-Non-Conf Sec	13.54	15.02	15.73	16.79	18.67	19.87	20.01	20.72	21.15	21.44	21.82	
General Maintenance	15.79	16.35	17.16	18.83	20.27	20.54	21.08	22.75	23.03	23.32	23.61	
Asst. Maintenance Janitor	13.34	14.10	14.90	16.58	18.02	18.30	18.84	20.51	20.79	21.08	21.35	
Asst. Maintenance Veh	13.54	14.10	14.90	16.58	18.02	18.30	18.84	20.51	20.79	21.08	21.35	
PSB Lead Maintenance	19.09	20.66	21.90	24.53	26.49	27.85	28.40	29.45	29.84	30.26	30.69	
Courthouse Lead Maint	19.09	20.66	21.90	24.53	26.49	27.85	28.40	29.45	29.84	30.26	30.69	

December 1, 2018 Increase of 2.0 %*												
Department	0	1	2-3	4-5	6-7	8-9	10-12	13-14	15-16	17-18	19+	
Dispatch	20.34	21.93	22.99	24.60	26.27	26.86	27.53	28.44	28.81	29.20	29.58	
Lead Dispatcher	22.34	23.93	24.99	26.60	28.27	28.86	29.53	30.44	30.81	31.20	31.58	
Records-Non-Conf Sec	13.81	15.32	16.04	17.13	19.04	20.06	20.41	21.14	21.57	21.87	22.25	
General Maintenance	16.10	16.68	17.50	19.21	20.67	20.95	21.51	23.21	23.49	23.79	24.08	
Asst. Maintenance Janitor	13.61	14.38	15.20	16.91	18.38	18.67	19.21	20.93	21.20	21.50	21.78	
Asst. Maintenance Veh	13.81	14.38	15.20	16.91	18.38	18.67	19.21	20.93	21.20	21.50	21.78	
PSB Lead Maintenance	19.47	21.07	22.34	25.02	27.02	28.40	28.97	30.04	30.44	30.86	31.31	
Courthouse Lead Maint	19.47	21.07	22.34	25.02	27.02	28.40	28.97	30.04	30.44	30.86	31.31	

Note: Lead Dispatcher rate is \$2.00 increment greater than Dispatcher.