

# **ILLINOIS FOP LABOR COUNCIL**

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**AND**

## **COUNTY OF SANGAMON, SANGAMON COUNTY SHERIFF**

**Correctional Officers, Control Room Operators  
and Cooks, Booking Clerks, Supply Assistant,  
Fiscal Coordinator, and Librarian/IT.**

**FRATERNAL  
ORDER**

**– November 30, 2017**



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## **ARTICLE 1 PREAMBLE**

This Agreement is entered into by and between the Sangamon County Board and the Sheriff of Sangamon County (herein referred to as the "Employer") and the Illinois Fraternal Order of Police Labor Council representing the Sangamon County Sheriffs Department of Corrections (hereinafter referred to as the Council).

It is the purpose of this Agreement and it is the intent of the parties hereto to establish and promote mutual harmonious understanding and relationships between the Employer and the Council, to promote departmental efficiency and effectiveness, and to establish wages, hours, standards and other terms and conditions of employment of officers covered by this Agreement.

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

## **ARTICLE 2 RECOGNITION**

### **Section 1 Exclusive Representative**

The Employer hereby recognizes the Council as the sole and exclusive bargaining representative for the purpose of collective bargaining with respect to wages, hours of employment and other terms and conditions of employment for all tenured Correctional Officers, Control Room Operators and Cooks, as well as the Supply Assistant, Librarian/Information Tech, and Fiscal Coordinator as a result of unit clarification (ISLRB Case No. S-UC-02-004), and Booking Clerks as a result of unit clarification (ISLRB Case No. ...) (herein referred to as "Officers"), but excluding all confidential, managerial, and supervisory personnel in the Sheriff's Department as defined in the Illinois State Labor Relations Act, and all other Employees of the Sheriff's Department. New or rehired Officers shall not be allowed to file grievances under provisions of this Agreement for disciplinary action, up to and including termination, which is taken by the Employer because of the new or rehired Officer's failure to perform duties as defined in Departmental Rules and Regulations. This provision shall be for a period of time not to exceed the Probationary Period or twelve (12) months, whichever is the less.

### **Section 2 New Classifications**

The Employer shall promptly notify the Council of its decision to establish any and all new job classifications. If the proposed new classification is a successor title to a classification covered by this Agreement, with no substantial change in duties, the new classification shall automatically become a part of the bargaining unit covered by this Agreement.

If the proposed new classification contains a majority of the work now done by any of the classifications in the bargaining unit and its functions or community of interest are shared with the bargaining unit, the Council will notify the Employer within thirty (30) days of its receipt of the Employers notice, and the parties will then meet within fifteen (15) days of such notice to review the position classification. If the parties are unable to reach agreement as to its inclusion or exclusion from the unit, they shall submit the question to the Labor Board for final resolution.

If the inclusion of the proposed position classification is agreed to by the parties or found appropriate by the Labor Board, the parties shall negotiate as to the wages, hours, terms and conditions of employment for the new classification. If no agreement is reached within thirty (30) calendar days from the date its inclusion was determined, the Council may, within fifteen (15) calendar days thereafter, refer the dispute to arbitration pursuant to the provisions of Section 14 of the Act.

### **Section 3 Subcontracting**

The Employer agrees not to contract or subcontract any work otherwise currently performed by employees covered by the terms of this Agreement.

## **ARTICLE 3 NON-DISCRIMINATION**

### **Section 1 Equal Employment Opportunity**

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

### **Section 2 Non-Discrimination**

The parties agree to abide by all state, federal and local civil rights laws. The Employer further agrees that it shall not discriminate against an officer due to membership or non-membership in the Union. No officer shall be coerced or intimidated or suffer any reprisal either directly or indirectly that may adversely affect his wages, hours of employment and other terms and conditions of employment as a result of the exercise of his rights under this Agreement.

### **Section 3 Use of Masculine Pronoun**

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

## **ARTICLE 4 DUES DEDUCTION/FAIR SHARE**

### **Section 1 Dues Deduction**

Upon receipt of a signed authorization form (see Appendix A) from an officer, the County shall deduct each month Lodge and Council dues as set forth in such form and any authorized increase thereof, and shall remit such deductions monthly to the Illinois Fraternal Order of Police Labor Council and Lodge at the address designated by the Council and Lodge in accordance with the laws of the State of Illinois. The Council and Lodge shall advise the County of any increase in dues in writing, at least thirty (30) days prior to its effective date.

### **Section 2 Fair Share**

With respect to any officer on whose behalf the County has not received a written authorization, that officer shall be required to pay a fair share of the cost of the collective bargaining process, contract administration in pursuing matters affecting wages, hours, and other conditions of employment, but not to exceed the amount of dues uniformly required of members. All officers hired on or after the effective date of this Agreement and who have not made application for membership shall, on or after the thirtieth (30th) day after their date of hire, also be required to pay a fair share.

The Council agrees to comply with the terms set forth by the United States Supreme Court in Chicago Teachers Union v. Hudson, 106 U.S. 1066 (1986)<sup>1</sup> with respect to the constitutional rights of Fair Share fee payers. Accordingly, the Council agrees to do the following:

- (a) Give timely notice to Fair Share fee payers of the amount of the fee and an explanation of the basis for the fee, including the major categories of expenses, as well as verification of same by an independent auditor.
- (b) Advise Fair Share fee payers of an expeditious and impartial decision-making process whereby Fair Share fee payers can object to the amount of the Fair Share fee. The procedure established by the Illinois State Labor Relations Board is hereby declared to be the procedure for resolution of Fair Share fee objections. To the extent possible, objections shall be consolidated for the purposes of hearing.
- (c) Place the amount reasonably in dispute into an escrow account pending resolution of any objections raised by Fair Share fee payers to the amount of the Fair Share fee.

It is specifically agreed that any dispute concerning the amount of the Fair Share fee and/or the responsibilities of the Council with respect to Fair



Share fee payers as set forth above shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Non-members who object to this Fair Share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such Fair Share fee to a non-religious charitable organization mutually agreed upon by the employee and the Council. If the affected non-member and the Council are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois State Labor Relations Board and the payment shall be made to said organization.

### **Section 3 Indemnification**

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

## **ARTICLE 5 MANAGEMENT RIGHTS**

The Employer has and will continue to retain the right to operate and manage its affairs in each and every respect. The rights reserved to the sole discretion of the Employer shall include, but not be limited to, rights:

- (a) to determine the organization and operations of the Sheriff's Department;
- (b) to determine and change the purpose, composition and function of each of its constituent departments, and subdivisions;
- (c) to set standards for the services to be offered to the public; right to assign work and overtime;
- (d) to direct the officers of the Sheriff's Department including the right to assign work and overtime;
- (e) to hire, examine, classify, select, promote, restore to career service positions, train, transfer, assign and schedule officers;
- (f) to increase, reduce or change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work or funds or other proper reasons;
- (g) to contract out work when essential in the exercise of correctional authority;

- (h) to establish work schedules and to determine the starting and quitting time, and the number of hours to be worked;
- (i) to establish, modify, combine or abolish job positions and classifications;
- (j) to add, delete or alter methods of operation, equipment or facilities;
- (k) to determine the locations, methods, means, and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made, provided or purchased;
- (l) to establish, implement and maintain an effective internal control program;
- (m) to suspend, demote, discharge, or take other disciplinary action against officers for just cause according to the terms of this Agreement; and
- (n) to add, delete or alter policies, procedures, rules and regulations.

Inherent managerial functions, prerogatives and policymaking rights, whether listed above or not, which the Employer has not expressly restricted by a specific provision of this Agreement, shall remain vested exclusively with the Employer.

The Employer's right of management shall not be amended or limited by any claimed or unwritten custom, past practice or informal agreement, nor by any claim the Employer has claimed or condoned or tolerated and practiced or any act or acts of any employees.

Nothing in this Article shall abrogate or alter the other Articles of this Agreement.

Employees may request a written copy of any changes to policy, procedures, rules or regulations. Requests for a written copy of other directives may also be made, if it is apparent that they are long term in nature or should they become permanent. Such requests for information of this nature shall not be unreasonably denied.

## **ARTICLE 6 NO STRIKE/NO LOCKOUT**

### **Section 1 No Strike/No Lockout Containment**

Neither the Council nor any officer, member of the Council, nor employee covered by this Agreement, will call, institute, authorize, participate in, sanction, encourage, or ratify any strike, work stoppage, or picket which causes work stoppage or other concerted refusal to perform duties by any

officer or officer group, or the concerted interference with, in whole or part, the full, faithful and proper performance of all normal operations of County Government. Neither the Council nor any employee, member of the Council, nor officer covered by this Agreement, shall refuse to cross any picket line, by whomever established, if such refusal to cross interferes in any way with the work duties of the Sheriff's Office.

The County agrees that during the term of this Agreement it will not, as a result of a labor dispute with the Council, lock out or prevent any officers from performing their regularly assigned duties.

### **Section 2 Resumption of Operations**

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

### **Section 3 Discipline of Strikers**

Any officer who violates the provisions of Section 1 of this Article shall be subject to immediate discharge. Any action taken by the Employer against any officer who participates in action prohibited by Section 1 above shall not be subject to the provisions of the grievance procedure, except that the issue of whether an officer in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure.

## **ARTICLE 7 IMPASSE RESOLUTION**

The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, as amended 5 ILCS 315/14.

## **ARTICLE 8 BILL OF RIGHTS**

### **Section 1 Conduct of Disciplinary Investigation**

Any person(s) wishing to file a citizen's complaint against any employee covered by the terms of this Agreement shall be required to sign a sworn affidavit. The sworn affidavit shall outline in detail the nature of the alleged misconduct. Whenever an officer is under investigation or subjected to inquiry or interrogation by the Sheriff's Department, for any reason which could lead to disciplinary action, demotion or dismissal, the Sheriff or his designee will conduct such inquiry, interrogation or investigation in accord with the terms of the Illinois "Uniform Peace Officers' Disciplinary Act" and consistent with the following:

- (a) The formal interrogation shall be conducted at a reasonable hour and whenever possible, at a time when the officer is on duty;
- (b) The formal interrogation shall take place at the office of command of the investigating officer;
- (c) The officer under formal interrogation shall be informed of the name, rank, and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the interrogation. All questions directed to the officer under interrogation shall be asked by and through one interrogator;
- (d) The officer under formal investigation shall be informed in writing of the nature of the complaint prior to any interrogation, and of the names of all complainants and witnesses;
- (e) Interrogating sessions shall be for reasonable periods and there shall be times to allow for such personal necessities and rest periods as are reasonably necessary;
- (f) Any officer under interrogation shall not be threatened with transfer, dismissal or disciplinary action;
- (g) A complete record of any interrogation shall be made, and a complete transcript or copy shall be made available to the officer under investigation without charge and without undue delay. Such record may be electronically recorded. If recorded, a duplicated copy of the recording will be made available to the officer prior to departing from the hearing place if requested;
- (h) If any officer under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, he shall be completely informed of all his rights prior to the commencement of the interrogation;
- (i) Any officer under interrogation shall have the right to be represented by a Council representative and by counsel of his choice, who shall be present at all times during interrogations. The interrogations shall be suspended for a reasonable time until such representatives can be obtained;
- (j) No adverse material shall be placed into any file of the officer unless the officer has an opportunity to review a true copy of such adverse material; an officer may waive this right only in writing, a copy of which must be given to the officer and a copy of the waiver to be placed in the personnel file.

No officer shall be required or requested to disclose any item of his property, income, assets, source of income, debts, or personal or domestic expenditures (including those of any member of his family or household) unless such information is necessary in investigating a possible conflict of interest with respect to the performance of his official duties, or unless such disclosure is required by law.

If the investigation or interrogation of an officer results in the recommendation of some action, such as demotion, transfer, dismissal, loss of pay, reassignment, or similar action which would be considered a punitive measure, then, before taking action, the law enforcement agency shall follow the procedures set forth in the merit rules existing at the time of the execution of this Agreement.

If any officer covered by this Agreement is charged by indictment or complaint to have violated any provision of the Criminal Code of Illinois or any statute of the United States, he shall be entitled to his wages and other economic benefits provided for in this Agreement until such time as formal charges are filed by the Sheriff.

### **Section 2 Non-adoption of Resolution/Ordinance**

The Employer shall not adopt any resolution or ordinance and the Sheriff's Department shall not adopt any regulation which prohibits the right of an officer to bring suit arising out of his duties as an officer.

### **Section 3 Photo Dissemination**

No photo of any officer under investigation shall be made available to the media prior to a conviction for a criminal offense or prior to a decision being rendered.

### **Section 4 Compulsion of Testimony**

The Sheriff's Department shall not compel an officer under investigation to speak or testify before, or to be questioned by, any non-governmental agency relating to any matter or issue under investigation. No employee shall be required to appear before a Citizen Review Board or other such forum. No employee shall be disciplined for refusing to participate in any proceeding of a Citizen Review Board or other such forum.

### **Section 5 Polygraph**

In the course of an interrogation, no officer shall be required to submit to a polygraph test or any other test questioning by means of any chemical substance, except with the officer's written consent. Refusal to submit to such tests shall not result in any disciplinary action nor shall such refusal be made part of his or her record.

**Section 6 Application**

This Article does not apply to any officer charged with violation of any Provisions of the Criminal Code of 1961 or any other federal, state, or local criminal law.

**ARTICLE 9 LABOR -MANAGEMENT MEETINGS**

The Council and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Union representatives and responsible administrative representatives of the Employer. Such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for "labor-management conference" and expressly providing the agenda for such meeting. Such meetings and locations shall be mutually agreed to before being held, and the purpose of any such meeting 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; and
- (c) Notifying the Council of changes in non-bargaining conditions of employment contemplated by the Employer which may affect employees.

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at "labor-management conferences" nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings. The Union and Employer may waive this provision, and be able to discuss specified grievances during Labor-Management meetings, by mutual agreement only.

When absence from work is required to attend "labor-management conferences", Union members shall, before leaving their work station, give reasonable notice to and receive approval from their supervisor in order to remain in pay status. Supervisors shall approve time off with pay except in emergency situations.

The Employer and the Council agree to cooperate with each other in matters of contract administration, and in the maximum protection of the citizens of Sangamon County, Illinois. The parties agree to meet if necessary in formal or informal settings.

## **ARTICLE 10 GRIEVANCE AND ARBITRATION**

### **Section 1 Grievance**

It is mutually desirable and hereby agreed that all grievances shall be handled in accordance with the following steps. For the purposes of this Agreement, a grievance is any dispute or difference of opinion raised by an officer or the Council against the Employer involving the meaning, interpretation or application of the provisions of this Agreement. Any time period provided for under the steps in the grievance procedure may be mutually extended.

- Step 1                    The officer, with or without a Union Representative, and after reducing the grievance to writing on a mutually agreed to form (see Appendix B), may take up a grievance with the Jail Warden within five (5) business days from when the grievant knew or should have known of the occurrence or the event giving rise to the grievance. The Warden shall then attempt to adjust the matter and shall respond in writing within five (5) business days after such discussion.
- Step 2                    If the grievance is not adjusted in Step 1, the grievance shall be submitted to the Sheriff within five (5) business days of the receipt from the Warden of his response to the Step 1 procedure. The Sheriff or his designee shall attempt to adjust the grievance as soon as possible, and therefore will schedule a meeting with the officer, Warden and/or his designee, and Union Representative within five (5) business days after receipt of the grievance from the officer. The Sheriff shall then render a written decision, based on the information supplied during the meeting, within five (5) business days of the meeting.
- Step 3                    If the grievance is not adjusted in Step 2, the grievance shall be submitted to the Collective Bargaining Committee of the County Board within five (5) business days of the receipt from the Sheriff or his designee of his response to the Step 2 procedure. A meeting shall be held within thirty (30) calendar days after receipt of the grievance from the officer at a mutually agreeable time and place. If the grievance is settled as a result of the meeting, the settlement shall be reduced to writing and signed by the parties. If no settlement is reached, the Collective Bargaining Committee or their designated representative shall render a written decision based on the information supplied during the meeting. That decision shall be forwarded to the Council.
- Step 4                    Arbitration.

The Council may appeal the grievance to binding arbitration within twenty (20) calendar days after receipt of the Collective Bargaining Committee's decision or designee's answer in Step 3. The parties shall request the Federal Mediation and Conciliation Services to supply a list of Arbitrators. Nothing herein shall preclude the parties from meeting at any time after a list of arbitrators has been requested and prior to the convening of the hearing in a further attempt to resolve the grievance. Both parties reserve the right to reject in total, for any reason, one panel of arbitrators.

The Arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The Arbitrator shall decide only the specific issue submitted to him and, if a violation of the terms of this Agreement is found, shall fashion an appropriate remedy. The Arbitrator shall be without power to make a decision contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. The Arbitrator shall submit in writing his decision within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. The decision shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented.

A decision rendered consistent with the terms of this Agreement shall be final and binding.

The fee and expenses of the Arbitrator and the cost of a written transcript, if any, for the Arbitrator shall be divided equally between the Employer and the Lodge. However, each party shall be responsible for compensating its own representatives and witnesses, and for purchasing its own copy of the written transcript.

### **Section 2 Time Limits**

No grievance shall be processed unless it is submitted within five (5) business days after the occurrence of the event giving rise to the alleged grievance. If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer fails to answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step. The time limits in each Step



may be extended by written agreement of the Employer and the Union representative involved in each Step.

### **ARTICLE 11 LAY - OFF**

In the event of a lay-off of employees covered by the terms of this Agreement, the Employer agrees not to hire personnel to perform the duties normally performed by the employees covered by the terms of this Agreement.

In the event of lay-off, employees shall be laid off in the reverse order of their seniority. The date of seniority will be based on date of last hire. Rehiring shall be in accordance with 65 ILCS 5/10-2.1-18.

### **ARTICLE 12 MAINTENANCE OF STANDARDS**

All economic benefits and work practices which are not set forth in the Agreement and are currently in effect shall continue and remain in effect for the term of this Agreement, as long as they do not conflict with the Management Rights Article of the Agreement.

### **ARTICLE 13 DISCIPLINE AND DISCHARGE**

#### **Section 1 Definition**

Section 1 Definition

The parties agree with the tenets of corrective and progressive discipline. Disciplinary action shall include only the following:

- (a) Coaching and counseling
- (b) Written reprimand
- (c) Suspension
- (d) Demotion\*
- (e) Discharge

\*Demotion shall only apply to Rank Officers, Food Service Manager, and Food Service Assistant Manager

#### **Section 2 Just Cause**

The Employer agrees that disciplinary action shall be imposed only for just cause and shall be imposed as soon as practical after the Employer learns of the occurrence giving rise to the need for disciplinary action and after the Employer has had a reasonable opportunity to investigate the facts.

Where Employees are found to have engaged in serious violations of policy that may involve a substantial suspension or termination for such

offense, the Sheriff may demote the Employee one rank or position, as is applicable, as a disciplinary consequence, subject to the just cause and grievance and arbitration provisions of the collective bargaining agreement.

### **Section 3 Limitation**

The requirement to use progressive disciplinary action does not prohibit Employer from using a severe measure, including discharge, when the offense indicates that a substantial shortcoming or action of an employee rendered the continuation of employment of the officer in some way detrimental to the Employer. Such actions shall include but are not limited to:

possession of a controlled substance or alcohol; gross insubordination; intentional destruction or theft of property; fighting on the job; appearing for work under the influence of drugs or alcohol or other substance that may impair an employee's ability to perform any of the duties required; engaging in acts of harassment or discrimination on the basis of a protected class.

### **Section 4 Pre-Disciplinary Meeting**

For any discipline in excess of a written reprimand, prior to notifying the employee of the contemplated discipline to be imposed, the Sheriff or his designee shall notify the Council and affected employee of the meeting and then shall meet with the affected officer and inform the officer of the reason for such contemplated discipline, including the names of potential witnesses and copies of pertinent documents. The officer shall be informed of his contract right to Council representation and shall be entitled to such. The officer and Council representative shall be given the opportunity to rebut or clarify the reasons for such discipline. Once determination is made of the appropriate discipline, the officer shall be notified in writing of disciplinary action imposed, be advised of the specific nature of the offense and be given direction as to future behavior. Employees shall not be required to sign Employer documentation of discipline, nor shall any refusal to sign be considered a separate incident of discipline.

### **Section 5 Release of Disciplinary/Investigatory Information**

The County agrees to provide the Union with a copy of any Freedom of Information request for investigatory or disciplinary information about any bargaining unit member, along with the response the Employer proposes to provide, in order to allow the Union to file for an injunction to prevent the release of such information, and/or to take joint legal action if so desired by the Union and County or by the Union prior to the release of such information unless ordered by a court of competent jurisdiction or similar authority

## **ARTICLE 14 PERSONNEL FILES**

### **Section 1 Personnel Files**

The Employer shall abide by the provisions of the Employee Access to Personnel Records Act, 820 ILCS 40/0.01 et seq.

### **Section 2 Time Limits**

Commendations and disciplinary actions shall remain active in personnel files in accordance with the following timelines from the date of the incidents giving rise to any particular disciplinary action. Where a clear progression of discipline exists and any disciplinary action in that progression remains active, the entire progression shall remain active.

- A. Letter of Commendation – Permanent
- B. Coaching/Counseling – eighteen (18) months
- C. Written Reprimand – two (2) years
- D. Suspension of less than 10 days – three (3) years
- E. Suspension of 10 days or more – five (5) years
- F. Demotion – Permanent\*
- G. Termination – Permanent

The Sheriff or his designee may, at their discretion, remove discipline from a personnel file prior to the above maximum timelines. When the timeline for discipline to become inactive has been reached, the affected Employee shall submit, in writing, a request to remove the discipline from his personnel file. Requests of this nature shall not be unreasonably denied.

## **ARTICLE 15 INDEMNIFICATION**

### **Section 1 Employer Responsibility**

The Employer shall adhere to the applicable provisions and conditions set forth in 55 ILCS 5/5-1002. The maximum amount of liability shall be the amount set forth in 55 ILCS 5/5-1002 or the Sangamon County liability insurance limit \$5 million, whichever is greater. The County may in its discretion indemnify a bargaining unit employee other than a correctional officer; in the event the County extends indemnification to an employee other than a correctional officer, the provisions of this Article shall fully apply to the employee and County.

### **Section 2 Legal Representation**

Officers shall have legal representation by the Employer in any civil cause of action brought against an officer resulting from or arising out of the performance of duties, pursuant to 55 ILCS 5/5-1002, etc.

**Section 3 Cooperation**

Officers shall be required to cooperate with the Employer during the course of the investigation, administration or litigation of any claim arising under this Article.

**Section 4 Applicability**

The Employer will provide the protections set forth above, so long as the officer is acting within the scope of his employment and where the officer cooperates, as defined in paragraph entitled "Cooperation", with the Employer in defense of the action or actions or claims.

**ARTICLE 16 SENIORITY****Section 1 Definition of Seniority**

Seniority, as used within this Agreement, shall be defined as follows:

- (a) "Seniority" or "Overall Office Seniority" shall refer to and be defined as the continuous length of service within the Sangamon County Sheriff's Office, in any classification, from the date of last hire. Seniority shall be used to determine the accumulation of benefits (i.e. vacation, sick leave, etc.) for all classifications.
- (b) "Classification Seniority" shall refer to and be defined as the continuous length of service within a classification covered by this Agreement from the date of appointment within a classification. Classification seniority shall be used to determine the application of accumulated benefits, work practices (i.e. shift bidding, overtime opportunities and mandatory overtime, etc.) within a given classification and the annual rate of wages.
- (c) "Rank Seniority" shall refer to and be defined as the continuous length of service within rank from the date of promotion within a classification. Rank seniority will be used to determine the application of accumulated benefits and work practices within rank and wage rates associated with a given rank.

Overall Office Seniority shall resolve ties in seniority between employees within a classification. Seniority ties in rank will be resolved first by Classification Seniority then if not resolved by Overall Office Seniority.

**Section 2 Vacation Scheduling**

Employees shall select their vacations by the following method:

- (a) Employees shall select the period(s) of their annual vacation on the basis of seniority during the period of December 1<sup>st</sup> through December 15<sup>th</sup> of each year for the upcoming calendar year. During this time an

employee may secure up to a one-week (5 days) block of vacation. Employees with ten or more years of service may secure up to two one-week (10 days) blocks of vacation. In the event there is a conflict between a vacation selection of less than one-week and a one-week block, then the one-week block will prevail. Once the vacation calendar has been established using the preceding procedure, employees may select additional vacation from the open dates in five-day or less blocks based upon their seniority. This second selection period will take place between December 16<sup>th</sup> and December 20<sup>th</sup> of each year.

From May 15-31 of the current year, Employees may select additional vacation time, in accordance with the above listed procedures, from any remaining or newly created open dates in five-day or less blocks based upon their seniority, for the remainder of the current calendar year. This provision shall remain active for the term of this Contract on a trial basis.

- (b) After the above seniority sign-up period, vacation requests will be granted on a first-come first-served basis, with seniority only used to determine multiple requests for the same day submitted on the same day. Requests for vacation time after the above sign-up period shall be submitted at least seven days in advance. Requests may be granted with less than seven (7) days notice in an emergency or when manpower would allow.

All requests for vacation time shall be considered at the time they are submitted, and the Employee's supervisor must approve or deny said request within seven (7) days of receipt. Any request made at least twenty-four (24) hours prior to the date and time of the requested day off will not be unreasonably denied. If the request is made prior to the seven (7) day deadline as set forth below in Paragraph C, then the procedures outlined in Paragraph C shall apply. However, the request shall be considered so as to accommodate the seven (7) day posting guideline. If a shift falls below minimum staffing due to unforeseen circumstances other than a bona fide emergency declared by the Sheriff, the approved time shall not be canceled and the Shift Voluntary Sign-Up Procedure outlined in Section 26.8 shall be utilized.

- (c) Vacation requests which take the shift levels below minimum staffing levels shall be posted in the shift briefing room seven (7) days in advance and will remain posted for four (4) days. Employees interested in working the posted vacation overtime shall sign up for the overtime. The most senior employee shall be awarded the overtime. Overtime vacancies, not requiring a supervisor to fill the vacancy, will be offered first to floor officers. If no employee signs up for the overtime, then the vacation request may be denied. Seniority will be used in awarding vacation requests if more than one request is made in the same

classification at the same time. This procedure shall not affect guaranteed vacation blocks. A maximum of two (2) CO's and two (2) CRO's per shift, below minimum staffing levels.

- (d) A minimum of two employees in each CO and CRO classification per shift will be allowed to be granted vacation at the same given time during the signup period. Other employees covered by this Agreement shall be allowed vacation based upon reasonable operational needs. Court Liaison officers, Classification officers and Trustee supervisors will schedule vacation according to current past practice for those positions. In the event of an emergency situation, an employee's vacation period may be cancelled by the Sheriff. If an employee's vacation is cancelled due to an emergency, the Employer will reimburse the employee for reasonable lost cost related to non-refundable airline/travel tickets, deposits, etc. All claims shall be documented by receipts.

### **Section 3 Seniority List**

The Employer shall prepare a list setting forth the present seniority dates for all officers covered by this Agreement and shall become effective on or after the date of execution of this Agreement. Such lists shall finally resolve all questions of seniority affecting officers covered under this Agreement or employed at the time the Agreement becomes effective. Disputes as to seniority listing shall be resolved through the grievance procedure.

An employee shall be terminated by the Employer and his seniority broken when he:

- (a) quits; or
- (b) is discharged for just cause; or
- (c) is laid off pursuant to the provisions of the applicable agreement for a period of twenty-four (24) months.

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

### **Section 4 Notice to Council**

The Employer shall provide the Council with a true and updated copy of the Seniority List. Prompt notice within ten (10) working days shall be given to the Council of any changes or modifications made to the list.

### **Section 5 Shift Bidding**

The Employer agrees to post no later than November 1st of each year the work schedule for purposes of seniority shift bidding for employees covered by this Agreement. The work schedule shall indicate the shifts available.

All non-rank and non-supervisory bargaining unit members who have at least three (3) years of completed service, and Staff Sergeants on a trial basis only which automatically ends upon the execution of a successor agreement, shall be permitted to select their shifts by seniority within their job classification. Sergeants first shall select their shifts followed by the remaining employees. In the event of a conflict between employees that requires reassignment of an employee or to avoid family members working on the same shift, the parties agree to meet and resolve the matter to promote operational efficiency. Absent agreed resolution, the parties agree to engage in expedited arbitration requesting a bench decision from a mutually agreed upon individual to act as a hearing officer or arbitrator. The bidding process shall occur between November 1st and November 10th of each year. The Employer agrees to post the new schedule no later than November 20th of each year. Employees may sign up for a particular shift only by use of classification seniority over another employee. The Employer agrees to January 1st as the effective date for the new schedule each year.

Court Officers, Classification, and Maintenance Officers shall be exempt from the seniority shift bidding process and shall instead be subject to the bidding rotation as outlined in Section 23.8 of this Agreement. Lieutenants shall be exempt from the seniority shift bidding process.

If a vacancy or staffing shortage exists, the Employer may transfer on a temporary basis a Rank Officer from another shift to cover that vacancy or shortage, until such time that the vacancy or shortage ends. The Employer shall first ask for volunteers to fill the temporary vacancy or shortage. In the event no volunteers are found, then the least senior Rank Officer from a fully staffed shift shall be temporarily transferred to cover the vacancy or shortage, and shall return to the previously assigned shift upon the temporary vacancy or shortage ending. The transfer shall be reviewed after 30 days, and the rank officer given the opportunity to return to their original shift, or to continue with the temporary transfer for another 30 days. If the rank officer in question does not wish to continue with the temporary transfer, then the system of requesting volunteers or forcing the lowest senior rank officer to cover the vacancy shall be used. In no event shall any rank officer be forced to cover a vacancy on another shift for more than 30 days.

Upon promotion, Rank Officers may be assigned to any shift or any combination of shifts during the course of their probationary period, as is done with other employees for training purposes. Upon completion of probation, only rank officers specifically granted shift bidding rights shall be allowed to bid for their position based upon their seniority.

If shift vacancies occur during the year, after the shifts have been established through the above bidding process, current employees shall be able

to exercise seniority rights prior to a new hire (who has completed his initial training period) being assigned to the preferred shift of an existing employee. Such selection shall not cause any other non-probationary employee already assigned to a shift to be displaced. The assignment of a new hire to a shift on a temporary basis for purposes of training shall not exceed a period of 90 calendar days. If the assignment of a new hire to a shift for purposes of training or other bona fide operational need causes an employee to be moved to a different shift, then the least senior employee on the shift shall be moved, unless a more senior employee volunteers to the move.

### **Section 6 Probationary Employees**

All new Sheriff's office employees covered by this Agreement shall be subject to a probationary period of twelve months. Such probationary period may be extended to a maximum of three additional months by mutual agreement of the parties. Any employee so extended shall still receive his or her base pay increase after twelve months. Probationary employees shall have the right to file grievances. However, the discipline or discharge of a probationary employee shall not be subject to the grievance procedure. The Employer may terminate any probationary employee at any time with or without cause. Upon successful probation an employee will be given seniority back to his date of hire.

### **Section 7 Trading Days**

Employees shall be allowed to trade days/shifts with permission of a supervisor. Such trades shall not create overtime for the employees involved in the trade. Such shift trades must occur within ninety (90) days of each other to be approved.

## **ARTICLE 17 UNION REPRESENTATIVES**

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

### **Section 1 Attendance at Lodge Meetings**

Subject to the need for orderly scheduling and emergencies, the Employer agrees that each elected official of the Union shall be permitted reasonable time off, without loss of pay, not to exceed forty (40) hours per year, to attend general, board or special meetings of the Union, provided that at least forty-eight (48) hours notice of such meetings shall be given to the Employer, and provided further that the names of all such officials and officers shall be certified in writing to the Employer.

Officers on duty during regular Union meetings shall be allowed to attend meetings while on duty provided that officer remains available for calls and has supervisor's permission.



Employee(s) who are chosen as delegate(s) to an F.O.P. National or State Conference will, upon written application approved by the Council and submitted to the Sheriff with at least fourteen (14) days notice, be given a leave of absence with pay, not to exceed five (5) days per year to attend such Convention or Conference, subject to work schedule as deemed necessary by the Sheriff.

### **Section 2 Grievance Processing**

Reasonable time while on duty shall be permitted to Union representatives for the purpose of aiding or assisting or otherwise representing officers in the handling and processing of grievances or exercising other rights set forth in this Agreement, and such reasonable time shall be without loss of pay.

### **Section 3 Lodge Negotiating Team**

Members designated as being on the Union negotiating team who are scheduled to work on a day on which negotiations occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay. If a designated Union negotiating team member is in regular day-off status on the day of negotiations, he will not be compensated for attending the session.

In the event of an emergency call-back of personnel, the Sheriff reserves the right to withhold or cancel any above-mentioned time off.

Nothing in the above listed articles precludes the right of the Lodge Representatives from utilizing their personal accumulated time to attend meetings, conventions and conferences, subject to proper notification and approval by the Employer.

## **ARTICLE 18 SAFETY ISSUES**

### **Section 1 Safety Committee**

The Sheriff shall appoint a designee(s) to represent him in meeting with the Union to discuss safety issues.

The designee(s) of the Sheriff shall meet a minimum of once a month with the Union Safety Committee, unless both parties agree that no meeting is necessary, to discuss safety issues which will be submitted in writing by the Union.

Any report or recommendation which may be prepared by the Union or designee(s) of the Sheriff as a direct result of these meetings will be in writing and copies submitted to the Sheriff and the Council.

The parties agree that all reasonable steps shall be taken to ensure the health and safety of employees. The foregoing shall not be construed to require the Employer to eliminate those risks which are inherent in the normal performance of duties.

Any grievance filed based on a safety claim shall first go to the Safety Committee for review and to determine if a reasonable resolution is needed or exists. Step 1 grievance time limits shall be waived to allow for the meeting of the Safety Committee. If no resolution is provided by the Safety Committee, the grievant may forward the grievance to Step 2 of the grievance procedure.

### **Section 2 Disabling Defects**

No officer shall be required to use any equipment that has been designated by both the Council and the Employer as being defective because of a disabling condition unless the disabling condition has been corrected.

When any equipment is found to have a disabling defect or is in violation of the law, the officer will notify his supervisor complete required reports, and follow the supervisor's direction relative to requesting repair, replacement or the continued operation of said equipment.

Disputes concerning the "defective" nature of any equipment shall be resolved by the grievance procedure.

## **ARTICLE 19 BULLETIN BOARDS**

The Employer shall provide the Union with a secured bulletin board upon which the Council and/or Union may post notices.

## **ARTICLE 20 TRAINING**

### **Section 1 General Policy**

The Sangamon County Sheriff's Department is committed to the principle of training for all employees. Said training shall be provided insofar as it does not adversely affect and interfere with the orderly performance and continuity of county services within the Sheriff's Department. Training shall be scheduled by the Sheriff or his designee. Officers will attend training sessions as assigned by the Sheriff, officers assigned to attend required training sessions which result in a workweek in excess of forty (40) hours shall receive one and one half (1-1/2) hours compensatory time off for each hour over forty (40) hours required to be worked because of such required training. This shall apply to scheduled class time only. Basic mandatory training as required by state law shall be excluded from this provision.

**Section 2 Access**

The Sheriff shall generally encourage equal access to training opportunities to the extent that operational requirements of the Department permit. The Union shall be given an opportunity, upon request, to offer suggestions to the Sheriff on ways to improve access to training opportunities.

**Section 3 Posting**

Upon receipt of a notice of an acceptable school training program, it will be posted in the Sheriff's Department, giving the officers an opportunity to volunteer. Selection will be made taking into consideration those factors deemed appropriate by the Sheriff, acting in the best interest of the Department.

**Section 4 In-service Training**

In-service training shall occur during an employee's shift, if possible. If this is not possible, then the employee shall be scheduled for in-service training adjacent to the employee's shift. The Employer will make all reasonable efforts to schedule in-service training either during the employee's shift or immediately adjacent to their shift. If this is not possible, the Employer shall provide at least seven (7) days notice of the in-service training.

**Section 5 Certifications/Re-certifications**

The Employer shall pay for all necessary Certifications and Re-certifications. Training, classes, or testing for such must each be scheduled with the least disruption to operations and least resulting overtime. All overtime created shall be paid in cash.

**ARTICLE 21 LEAVE TIME****Section 1 Death in Family**

The Employer agrees to provide officers leave without loss of pay, as a result of death in the family, three (3) consecutive workdays, immediately following the death of a member of the immediate family. Additionally, compensatory time, sick leave, and/or vacation leave may be requested by any member of the bargaining unit with the approval of the employee's immediate supervisor. Request for additional time off shall not be unreasonably denied.

**Section 2 Definition of Family**

A member of the immediate family shall be defined to be an officer's mother, father, wife, husband, daughter or son (including step or adopted), sister or brother (including half or step), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparent or grandchild. For purposes of bereavement leave only, the definition of immediate family shall also include spousal relations in the above-listed categories.

**Section 3 Short Term Military Leave**

Employees shall be granted military leave in accordance with State and Federal law. Employees on military leave may use accumulated compensatory time or vacation time until exhausted to stay in full pay status.

**Section 4 Educational Leave**

Employees covered by the terms of this Agreement may be granted, upon written request, a leave of absence, without pay, not to exceed a period of one (1) year, after authorization from the Sheriff.

**Section 5 Family and Medical Leave**

Pursuant to the Federal Family and Medical Leave Act (FMLA), and as reflected in the County personnel manual, an employee may be eligible for family or medical leave time. The FMLA policy for the County is set forth in the County personnel manual and is incorporated herein by reference.

**Section 6 Injury Leave**

An officer who sustains injuries arising out of and in the course of his employment shall be covered by the provisions of 5 ILCS 345/1. No officer will lose any benefits while injured on duty, and will continue to accumulate all benefits covered by the terms of this Agreement. Officers on injury leave may be returned to light duty if able to perform the work and placed at the discretion of the Department, with a signed physician's recommendation.

**Section 7 Sick Leave**

Officers covered by the terms of this Agreement earn sick leave, with pay, at the rate of one day per month. Unused sick leave may accumulate throughout the entire period of service of the employee. At no time shall there be any cash payment to an employee on account of unused sick leave, except, when an employee retires from service with Sangamon County and the employee has accumulated unused sick days.

An employee who retires and qualifies for IMRF retirement benefits may exchange accumulated sick days in accordance with County Board Resolution 13-1 effective November 8, 2007. All other benefit time will be paid out according to County Policy in effect 12/31/2011.

Any Employee hired after January 1, 2012 will receive payouts in accordance with County Board Resolution 17-1 passed on December 13, 2011.

An employee may use sick leave for absence on account of illness, disability, injury, or appointment with doctor, dentist, or other recognized practitioner in increments of actual time used.

Also, an employee may use sick leave when serious illness, disability, or injury occurs to members of his immediate "family", family as defined in Section 2 of this Article.

When sick leave is the reason for the employee's being away from work, the absence is subject to the approval of the employee's immediate supervisor. The supervisor may require the employee to furnish proof substantiating sick leave whenever an employee is absent sick for more than three (3) successive work days.

An employee who has previously requested a day off (documented by the refused day off request slip) who otherwise calls in sick on the previously requested day off, may be required to provide a Doctor's excuse. The Employer agrees to exercise reasonable discretion when requesting a doctor's excuse

An employee who is on an approved family medical leave may use accumulated benefit time during FMLA status, in accordance with the County Handbook Policy, in order to maintain income.

### Sick Leave Abuse Policy for the Sangamon County Corrections Unit (Effective September 1, 2008)

WHEREAS the Sangamon County Sheriff's Office (Employer) and the Fraternal Order of Police Labor Council (Union) recognize a need to create and clarify policies regarding improper use of sick leave and patterns of sick leave abuse for the purpose of preventing or correcting such actions by individual Employees;

WHEREAS the Collective Bargaining Agreement (Contract) provides for Employees' use of sick leave in Article 21, Section 7 for reasons of "illness, disability, injury, or appointment with doctor, dentist, or other recognized practitioner..." thereby excluding use of sick leave for other purposes;

WHEREAS it is in the best interest of the Employer and Employees to ensure that the use of sick leave occurs only for legitimate purposes in order to reduce the burden placed upon both the Employer and Employees to fill empty slots, often requiring mandating other Employees to fill those slots;

WHEREAS the Contract language arguably leaves room for interpretation in identifying patterns of sick leave abuse and other improper use of sick leave;

WHEREAS there has been significant usage of sick leave for some years, some of which may constitute sick leave abuse thereby aggravating the burden on the Employer and Employees;

WHEREAS the Employer and Union believe that the implementation of such policies will reduce the burden that the improper use of sick leave places on the Employer and Employees, resulting in a more productive and harmonious workplace;

NOW THEREFORE the Employer and Union address this issue through policies which were developed cooperatively to provide for the best result for the Employer and the Employees as follows:

1. Employees must call in to the supervisor in charge (Lt. if possible) to give notice for the use of sick leave. The supervisor in charge will ask, and employees are encouraged, although not required, to give specific details of, the reason for the absence. Supervisors will ask the employee's intended location for the duration of the absence (home, doctor's visit, etc.). Supervisors will document all calls for sick leave use, including the date, employee's name, reason for sick leave use, and stated location of the employee during the absence. Supervisors will remain respectful, courteous, and objective during any discussion regarding use of sick time. The willingness of employees to share details regarding the reason for sick time use may help the employer to understand whether a legitimate reason for using sick time existed, in the event an employee is suspected of, or investigated for, sick time abuse.
2. If an employee, for privacy reasons, chooses not to inform the supervisor at the time of call-in the specific reason for absence, they are encouraged to inform his/her Shift Commander or Jail Administration of the reason for the absence upon return to work, or at their earliest convenience. Employee's having a "chronic medical condition", shall only be required to submit documentation of such condition once, provided any absences caused by said condition do not exceed the number of days requiring documentation as set forth in the Contract. Documentation of a "chronic medical condition" shall be reviewed annually.
3. Employees may not use sick leave to avoid being late for work. Employees must plan ahead for traffic, weather, and other circumstances in order to arrive at work on time for all their shifts. No employee shall work outside employment on any calendar day which the employee uses sick leave with the employer.
4. The Employer can and will discipline for sick leave abuse if a pattern of abuse is established and the Employee is unable to provide documentation to prove the sick leave use in question was legitimate. This management right has been recognized by arbitrators. The Employer may interview an employee regarding possible sick leave abuse if (1) the employee has used 12 or more sick days within a 12 month period, (2) the employee has used 8 or more sick days within a 6 month period, or (3) the employee has used 9 or more sick days within a 12 month period and at least 50% of those sick days were used in conjunction with other days off or regularly occur on a particular day or in association with a particular circumstance.
5. Employees may use sick leave for the treatment of his or her immediate family member's serious illness, disease, or injury. Whether the reason is "serious" shall be determined on a case by case basis. Sick leave may not be used for the reason of providing child daycare, unless accompanied by an illness, disease, or injury to the child requiring the care of the parent or guardian. Uses of sick leave for the care of adult family members or other

family members who have alternate care available may not be considered serious.

6. Employees who fail to keep ½ of their total earned sick leave on the books may be interviewed by the employer regarding their sick leave use practices to determine if sick leave abuse is occurring, if other evidence of potential sick time abuse exists.
7. Employees must receive prior approval before leaving the job, even if leaving for legitimate sick purposes. Employees must not attempt to leave work, without a legitimate sick leave purpose, to avoid being mandated to work over.
8. Employees are encouraged to provide as much notice as possible for the use of pre-scheduled sick leave. E.g.: doctor or dentist appointments, etc. For unplanned use of sick leave, employees must provide notice in accordance with the Contract.
9. Any Employee that abuses sick leave according to the Contract or these policies may be subject to discipline in accordance with the Contract.
10. Instances of legitimate use of sick leave, as outlined in the Contract and Sangamon County Handbook, will not be held against employees.
11. For purposes of identifying sick leave abuse under these policies, the Employer will not look back at use of sick leave before September 1, 2008 until February 1, 2009.
12. Acceptable Evidence relating to Use of Sick Time:  
Pursuant to current Contract language:

“The supervisor may require the employee to furnish proof substantiating sick leave whenever an employee is absent sick for more than three (3) successive work days.

An employee who has previously requested a day off (documented by the refused day off request slip) who otherwise calls in sick on the previously requested day off, may be required to provide a Doctor’s excuse. The Employer agrees to exercise reasonable discretion when requesting a doctor’s excuse”

However, employees may also choose to furnish medical certification or other cogent evidence even if the above criteria have not been met. In relation to this heading, “other cogent evidence” can be, but is not limited to: proof of prescription purchase, statement from family member or other responsible party, contact at residence by supervisor, etc. Management may also conduct home checks on employees if sick leave abuse is suspected. Employees having a “chronic medical condition”, shall only be required to submit documentation of such condition once, provided any absences caused by said condition do not exceed the number of days requiring documentation as set forth in the contract. Documentation of a “chronic medical condition” shall be reviewed

annually, although further documentation of individual absences resulting from such conditions will prevent the Employer from questioning the legitimacy of such absences when determining if potential sick leave abuse exists.

The Union and the Employer acknowledge this policy as the result of a cooperative effort by the parties to improve the workplace for the benefit of the Employees, Union, and Employer.

**Section 8 32<sup>nd</sup> Day Sick Time Exchange**

Beginning with the thirty-second (32<sup>nd</sup>) day of sick time earned, Employees may exchange two (2) days of successive sick time earned for one (1) vacation day that can be accumulated, but must be used in accordance with vacation time procedures as outlined in this Agreement. It is the intent of this Section that converted days actually be used as vacation days.

**Section 9 Personal Days**

- (a) After an employee has completed at least twelve (12) months of continuous service, he or she shall be entitled to one (1) personal day per calendar year which shall be taken at the option of the employee, provided the personal day does not unduly interfere with operations.
- (b) Employees using two (2) full shifts or less of sick time during the calendar year shall receive two (2) additional personal days to be used during the following calendar year; or
- (c) Employees using three (3) full shifts or less of sick time during the calendar year shall receive one (1) additional personal day to be used during the following calendar year.

Personal days must be taken in the calendar year in which they were granted.

**Section 10 General Leave of Absence**

Officers covered by this Agreement may be allowed, with permission of the Sheriff, to take a leave of absence, for a period of time to be determined by the Sheriff. If such leave is granted, the officer shall not be entitled to benefits provided by this Agreement and shall not earn seniority for the period of leave time.

**Section 11 Light Duty Return to Work**

Employees who are allowed to return to work from leave on light duty assignment shall be limited to 60 working days of light duty in any 2 year period.



Any Employee who sustains injuries arising out of and in the course of his employment shall be subject to the provisions set forth in Sections 21.6 & 22 of this agreement.

### **ARTICLE 22 DISABILITY INCOME**

Any correctional officer covered by this Agreement who is absent from work on account of injury or illness incurred while acting in the line of duty for any period not exceeding twelve (12) months shall receive full pay and benefits for the period of absence, provided such injury or illness is certified by a designated departmental physician. Such certification shall not be unreasonably withheld.

This Article shall be covered by the provisions of 5 ILCS 345/1.

### **ARTICLE 23 GENERAL PROVISIONS**

#### **Section 1 Union Access to Department**

Authorized representatives of the National or State F.O.P. and the Labor Council shall be permitted to visit the department during working hours to talk with officers of the Union and/or representatives of the Employer concerning matters covered by this Agreement.

#### **Section 2 Union Access to Records**

The Council shall have a right to examine records pertaining to any employee where a dispute exists that is or may become the source of a grievance at reasonable times during regular office hours and with the employee's consent.

#### **Section 3 Replacement or Repair of Property**

The Employer agrees to repair or replace as necessary an officer's personal property/possessions, if such are damaged or broken during the course of the employee's duties. All incidents of such property loss shall be promptly reported in writing to the immediate supervisor. Reimbursement shall be limited to a maximum amount of \$500 per year for each officer. Satisfactory proof of damage shall be required. Items of personal adornment, except wedding bands and wristwatches, and items not necessary for the performance of duties are not eligible under this provision. Wedding bands and wristwatches may only be reimbursed up to \$100 per year.

#### **Section 4 Immunizations, Inoculations, and Biohazard Precautions**

The Employer agrees to pay all expenses for inoculation or immunization shots for officers and family members as necessary as a result of an officer's exposure in the line of duty to contagious diseases. A signed physician's

recommendation for inoculation is required. At the recommendation of a physician on duty, any employee exposed to a biohazard contamination or infectious disease shall be provided decontamination and testing procedures at a health care facility after reporting the incident to his/her supervisor. Common biohazard and infection prevention products (i.e., antibacterial gel, masks, gloves, etc) shall be provided to all employees at no cost to the employee. Testing and treatment of an employee who has been exposed to biohazard or infectious disease shall be at the expense of the Employer's insurance carrier. This provision shall only apply to instances arising while in the line of duty. The Department policy on Blood/Body Fluid Exposure Procedures shall be attached as Appendix C.

### **Section 5 Union Access to New Officer Orientations**

The Employer shall grant the Union an opportunity during the departmental orientation of new officers to present the benefits of membership in the Union.

### **Section 6 Hardships**

Shift assignments or transfers due to hardship shall be limited to no more than three (3) positions per shift; provided, however, that if an employee covered by this Agreement requests a hardship transfer or assignment at a time when none of these positions are available, the Employer and Union shall meet to discuss a waiver of this limit of no more than three (3) positions per shift. The Union shall not unreasonably withhold its consent to such a waiver. In the event that an employee no longer meets the required criteria determined by the Sheriff, and less than 90 days are left prior to the end of the calendar year, an employee then is subject to assignment based on operational needs.

A "hardship" is defined as a situation where as the result of a temporary medical condition to a member of the employee's family living with the employee, an employee needs to be assigned to a different shift other than the employee's current assignment so that the employee can provide necessary care to that individual. And further, the employee can make no other reasonable arrangements. A hardship is not simply a routine care or babysitting issue. Medical certification and a statement by the employee as to why the hardship assignment is needed shall support all requests for hardship. Hardships are granted based upon need and not necessarily the date of request. Once an employee is found to no longer be eligible for a hardship assignment, the employee will return to the shift assignment from which they came and if at all possible, any employee moved to accommodate a hardship shall be returned to the position vacated by the hardship employee returning to their previous position. Employees moved to accommodate a hardship transfer shall be the least senior employees on the shift.

**Section 7 Job Postings**

Shift vacancy notices shall be posted for 14 days in order to allow employees the ability to request assignment based upon the shift bidding procedures of this Agreement.

Notices of all new or vacant specialty assignments shall be posted for at least fourteen (14) days in order to allow employees to request assignment consideration to the position. Specialty assignments shall be filled based upon the requirements of the position, the ability of the employees to perform the duties of the assignment, and seniority. When two or more employees bid a specialty assignment, the most senior bidder with the ability to perform the work shall receive the specialty assignment. When the Employer determines the ability to perform the work, the Employer shall consider the personnel history of all of the applicants for the last five (5) years and give preference to those applicants with a better personnel record. However, the Employer shall not unreasonably ignore seniority. Any successful applicant shall be subject to a six (6) month evaluation period, during which time the Employer may remove the successful applicant from the specialty assignment for substandard performance. In such a case, the employee will return to the floor and will bid his or her shift based on his or her seniority.

Beginning 12/1/06, as vacancies in specialty assignments occur, or new specialty assignments are created, the filling of the new or vacant specialty assignment shall be for a period of five (5) years. No current employee holding a specialty assignment prior to 12/1/06 shall be required to vacate that position in order to have the position posted after five (5) years.

After an employee holds a specialty assignment for five (5) years, the position shall be posted for bid again. The employee holding the posted position will return to the floor and will bid his/her shift based on his/her seniority, and may not bid again directly for another specialty position, and may not bid again for the same specialty position until no other qualified employee bids. Employees will retain a specialty assignment only if no bids occur or if no qualified employee bids on the specialty assignment.

**Section 8 Shift Duty Assignments**

Shift Duty Assignments shall be created by the Shift Commander for each respective shift, and shall vary from day to day, allowing Employee's the opportunity to work different assignments, based on shift operational needs and each Employee's ability to perform the tasks of each assignment. Shift Duty Assignments shall not be used as a form of discipline. Employees may trade Shift Duty Assignments with another Employee in the same classification by notifying the on duty supervisor, and requests to trade duty assignments shall not be unreasonably denied.

Employees working overtime shall be allowed to request their duty assignment, based on the ability to perform the essential job functions and

seniority among other Employees also on overtime. Requests of this nature shall not be unreasonably denied. This provision shall include employees who have been mandated to stay past their normal working hours, but does not include overtime assignments posted under Section 21.2(c) or Section 26.7.

### **Section 9 Merit Rules**

The Sangamon County Merit Rules and Regulations would apply for purposes of hiring, promotions and appeal of discipline. Any matter of discipline otherwise subject to appeal before the Sangamon County Merit Board would be subject to the employee's choice of appeal either before the Merit Board or Grievance Procedure as set forth in Article 10 of this Agreement.

## **ARTICLE 24 DRUG AND ALCOHOL TESTING**

### **Section 1 Statement of Policy**

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

### **Section 2 Prohibitions**

Employees shall be prohibited from:

- (a) consuming or possessing alcohol (unless in accordance with duty requirements) at any time during the work day or anywhere on any County premises or job sites, including all County buildings, properties, vehicles and the employee's personal vehicle while engaged in County business;
- (b) illegally consuming, possessing, selling, purchasing or delivering any illegal drug;
- (c) failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

This Section is not intended to limit the duty of the Sheriff to enforce the laws of the State of Illinois and all regulations of the Sangamon County Sheriff's Department.

### **Section 3 Drug and Alcohol Testing**

Where the Sheriff, or his designee (non-bargaining unit member) or supervisory employee has reasonable suspicion to believe that an employee is

under the influence of alcohol or illegal drugs during the course of the work day, the Sheriff or his designee shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. There shall be no random or unit-wide testing of employees, except random testing of an individual employee as authorized in Section 7 below.

**Section 4 Order to Submit to Testing**

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

**Section 5 Tests to be Conducted**

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

- (a) use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act such as Memorial Medical Center in Springfield, Illinois;
- (b) establish a chain of custody procedure for both sample collection and testing that will insure the integrity of the identity of each sample and test result. No employee covered by this Agreement shall be permitted at any time to become a part of this chain of custody;
- (c) collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the employee;
- (d) collect samples in such a manner as to insure a high degree of security for the sample and its freedom from adulteration;
- (e) confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography/mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;

- (f) provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense; provided the employee makes such demand of the Sheriff or his designee within seventy-two (72) hours of receiving the results of the test;
- (g) require that the laboratory or hospital facility report to the Sheriff that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Sheriff inconsistent with the understanding expressed herein (e.g. billings for testing that reveal the nature or number of tests administered), the Sheriff will not use such information in any manner or forum adverse to the employee's interests;
- (h) require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results that show an alcohol concentration of .10 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive (Note: the foregoing standard shall not preclude the Sheriff from attempting to show that lesser test results demonstrate that the officer was under the influence, but the Sheriff shall bear the burden of proof in such cases);
- (i) provide each employee tested with a copy of all information and reports received by the Sheriff in connection with the testing and the results;
- (j) insure that no employee is the subject of any adverse employment action except temporary reassignment or relief from duty with pay during the pendency of any testing procedure. Any such temporary reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

### **Section 6 Right to Contest**

The Council and/or the employee, with or without the Council, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the test, the consequences of the testing or results or any other alleged violation of this Agreement. Such grievances shall commence at Step 2 of the grievance procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impaired any constitutional rights that employees may have with regard to such testing. Employees retain any such constitutional rights as may exist and may pursue the same in their own discretion, with or without the assistance of the Council.

### **Section 7 Voluntary Requests for Assistance**

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

### **Section 8 Discipline**

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

- (a) the employee agreeing to appropriate treatment as determined by the physician(s) involved;
- (b) the employee discontinues his abuse of prescribed drugs or abuse of alcohol;
- (c) the employee completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months;
- (d) the employee agrees to submit to random testing during hours of work during the period of "after-care".

Employees who do not agree to or act in accordance with the foregoing, or who test positive for drugs, or test positive for alcohol a second or subsequent time during the hours of work shall be subject to discipline, up to and including discharge.

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

discipline employees for misconduct provided such discipline shall not be increased or imposed due to alcohol or drug abuse.

## **ARTICLE 25 WAGE RATES**

### **Section 1 Base Pay - Rank & Specialty Differentials**

For purposes of calculating base pay the following shall apply: base pay equals, annual wage rate divided by the number of annual work hours plus rank or specialty differential. The base pay shall apply for calculating all provisions of benefits relating to pay as set forth in this Agreement (i.e. overtime, holiday pay, compensatory time). The wage plan recognizes that longevity has automatically been included in the wage scales and the method of computing wages scales.

Wage increases to be enacted are attached to this Agreement as the "Wage Appendix."

The parties' acknowledge that agreement to the above method for this contract shall not be held against either party as evidence of an ongoing agreed to practice in the next successor collective bargaining agreement negotiations.

As per current practice, current employees will be placed into their appropriate wage scale and step based upon years of service. Employees will then move through the steps on their anniversary date.

For purposes of retroactivity, an employee's retroactivity amount shall be determined using the appropriate scale and the appropriate step based upon years of service beginning December 1, 2009 and taking anniversary step movement into account. Retroactive pay shall include all compensable hours including overtime. Retroactive pay shall be paid via a separate check within thirty (30) days of the ratification by both parties.

The Fiscal Coordinator will continue to move through the non-CO scale in accordance with the current practice.

**Rank Differential:** Rank differential pay will be added to and incorporated into an employee's base rate for all purposes as follows:

Effective December 1, 2003, the rank of corporal was deleted. All corporals were named to the rank of Sergeant. Seniority among those holding the rank of Sergeant will be based upon "Rank Seniority," that is date originally appointed to ranks. Eligibility for promotion testing for



Lieutenant rank shall be based upon Merit Commission rules using December 1, 2003 as the date of promotion for the corporals named to Sergeant rank.

Sergeant                      13% of base rate

Lieutenant                    18% of base rate

Food Service Manager: A specialty pay will be added to and incorporated into an employee's base rate of pay for all purposes as follows: 9.5% of base rate.

Assistant Food Service Manager: A specialty pay will be added to and incorporated into an employee's base rate of pay for all purposes as follows: 5% of base rate.

## **Section 2 Longevity**

Upon reaching twenty-three (23) continuous years of service with the Sheriff's Office Corrections Division, employees shall receive a one-time cash payment of \$500, as a separate check but subject to applicable payroll deductions. Upon reaching twenty-five (25) continuous years of service with the Sheriff's Office Corrections Division, employees shall receive a one-time cash payment of \$500, as a separate check but subject to applicable payroll deductions.

## **ARTICLE 26 HOURS AND OVERTIME**

### **Section 1 Work Day and Work Week**

All time in excess of the hours worked in the normal work day and the normal work week shall be compensated in accordance with Section 2.

Each employee shall be allowed a paid thirty (30) minute meal period per tour of duty. This meal shall be considered out of service time during which the employee will be subject only to priority calls. Employees will be allowed to take periodic coffee breaks as long as they are not out of service and properly perform their assignments.

The workday for employees other than Correctional Officers covered by this Agreement shall be eight (8) consecutive hours. The workday for Correctional Officers shall be nine (9) consecutive hours.

The workweek for Correctional Officers and Correctional Sergeants shall be five (5) consecutive days of duty followed by three (3) consecutive days off. The workweek for Lieutenants, Court Officers, Classification Officers, the Supply Assistant, and the Fiscal Coordinator shall be five (5) consecutive days

(Monday-Friday) of duty followed by two (2) consecutive days off (Saturday-Sunday). The workweek for Control Room Operators shall be five (5) consecutive days of duty followed by two (2) consecutive days off followed by five (5) consecutive days of duty followed by three (3) consecutive days off. The workweek for Cooks shall be five (5) days of duty followed by two (2) days off.

Employees assigned to work third (3<sup>rd</sup>) shift, who actually work during the Spring Daylight Savings Time change shall be required to utilize one (1) hour of compensatory time. Employees assigned to work third (3<sup>rd</sup>) shift, who actually work during the Fall Daylight Savings Time change shall be credited with one (1) hour of compensatory time. This calculation of hours shall also apply to Employees working overtime on third (3<sup>rd</sup>) shift during the above listed dates.

### **Section 2 Overtime Payment**

All approved overtime in excess of the hours required of an employee by reason of the employee's regular duty, whether of an emergency nature or of a non-emergency nature, shall receive one and one-half (1.5) times their regular rate of pay for work performed in excess of an employee's normal work day and/or work week. Compensatory time shall be granted in lieu of overtime payment if the employee in his discretion so elects, unless provided otherwise herein. However, employees shall not be eligible to earn compensatory time, and in lieu thereof shall be paid cash, when working a hire-back for another employee who is utilizing compensatory time or personal days. The Employer reserves the right to fill vacancies created by compensatory time and/or personal leave prior to filling vacancies created by vacation or other forms of leave. Seniority shall be the determining factor when deciding who will get the use of compensatory time in cases of dual requests for the same day submitted on the same day. The employee shall be allowed to accumulate compensatory time as identified in Section 7 of this Article. Compensatory time will be calculated at the same rate as overtime pay. Overtime rates shall be computed on the basis of completed six (6) minute segments.

In the event an emergency is declared by the Sheriff, as many of the employees shall be continued on duty for such number of hours as may be necessary.

### **Section 3 Sixth and Seventh and Eighth Day Work**

An employee who is in pay status, and actually works, for six consecutive days within the pay period will be compensated for at the rate of one and one-half (1.5) times his or her regular rate of pay for work performed on the sixth (6<sup>th</sup>) day. An employee who is in pay status, and actually works, for seven consecutive days within the pay period will be compensated for at the rate of one and one-half (1.5) times his or her regular rate of pay for work performed on the sixth (6<sup>th</sup>) day and two (2) times his or her regular rate of pay for work performed on the seventh (7<sup>th</sup>) day. An employee who is in pay status, and

actually works, for eight consecutive days within the pay period will be compensated for at the rate of one and one-half (1.5) times his or her regular rate of pay for work performed on the sixth (6<sup>th</sup>) day and two (2) times his or her regular rate of pay for work performed on the seventh (7<sup>th</sup>) day and the eighth (8<sup>th</sup>) day. Any paid or unpaid leave taken during a pay period, unless less than one-half day, will break the count of consecutive days; the count of days worked within a pay period for purposes of this Section starts over after an employee returns back to work from a paid or unpaid leave. (The intent of this Section is to reward employees for actual work performed without a day off within a pay period in excess of the regular five-day workweek).

An employee who is in pay status, and actually works for six and seven consecutive days as a result of working the Employee's second and third day off preceding a regular work week shall be compensated as follows: The Employee shall be compensated for sixth and seventh day, paid for actual hours worked only on the Employee's days off. That is, if the Employee worked 7.0 hours on his second day off, that Employee shall be compensated at seventh (7<sup>th</sup>) day rate for 7.0 hours only. However, if the Employee works any overtime shift outside his normal working hours on the actual seventh consecutive working day, then the Employee shall be compensated at the double (2x) time rate for those overtime hours. In no event shall any employee earn more than a total of 2 full shifts at the seventh (7<sup>th</sup>) day rate. In no event shall any employee earn more than a total of 2 full shifts at the eighth (8<sup>th</sup>) day rate. In the event an employee must stay longer than the above listed timelines due to unforeseen circumstances, the employee shall continue to receive the double (2x) time rate for those hours.

Example 1: An employee works 5.0 hours of overtime on his second (2<sup>nd</sup>) day off, and 7.5 hours of overtime on his third (3<sup>rd</sup>) day off. Once he has completed his regular five (5) day subsequent workweek, he will be compensated for 5.0 hours at the sixth (6<sup>th</sup>) day rate, and compensated for 7.5 hours at the seventh (7<sup>th</sup>) day rate.

Example 2: An employee works 7.0 hours of overtime on his second (2<sup>nd</sup>) day off, and 7.0 hours of overtime on his third (3<sup>rd</sup>) day off, and an extra shift of 6.5 hours of overtime on his fifth (5<sup>th</sup>) regular workday. Once he has completed his regular five (5) day subsequent workweek, he will be compensated for 7.0 hours at the sixth (6<sup>th</sup>) day rate, 7.0 hours at the seventh (7<sup>th</sup>) day rate, and 6.5 hours at the seventh (7<sup>th</sup>) day rate.

This Section will not apply when an employee changes his regular work schedule to a different work schedule and such a change results in the employee being in pay status for six, seven, or eight consecutive days. This Section shall also not apply when an employee is in pay status for six, seven,

or eight days as the result of shift changes resulting from the annual shift bidding process of this Agreement.

#### **Section 4 Call Back**

A callback is defined as an official assignment of work which does not continuously precede or follow an employee's regularly scheduled working hours. Employees reporting back to the Employer's premises or any other assigned detail at a specified time shall be compensated for two (2) hours at the appropriate overtime rate or be compensated for the actual time worked, whichever is greater, at the appropriate overtime rate. If the employee is called back on an established holiday, that employee shall receive a minimum of four (4) hours at the appropriate overtime rate.

#### **Section 5 On Call Status**

Any officer required to be "on call" or available to be contacted for possible response shall be compensated at the rate of eight (8) compensatory hours for each twenty-four (24) hours of assigned on call time.

#### **Section 6 Court Time**

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

#### **Section 7 Compensatory Time**

No employee covered by this Agreement shall be allowed to accumulate over ninety (90) hours of compensatory time without written permission of the Sheriff. Any compensatory time over ninety (90) hours shall be paid at a rate of time and one-half (1.5) for each hour over ninety (90) except upon written request of the employee and permission of the Sheriff. Compensatory time shall be granted at such times and in such time blocks as are mutually agreed upon between the involved employee and his supervisor; permission to utilize compensatory time off shall not be unreasonably denied by the supervisor if operating requirements will not be adversely affected. Employer shall pay all compensatory hours over ninety (90) on a quarterly basis starting December 1 of each contract year. Employees may individually elect to receive pay for any of their accumulated compensatory time below ninety (90) hours, on a quarterly basis by notifying the Employer in writing of their intent to do so.

Compensatory time requests which take shift levels below minimum staffing levels shall be posted in the briefing room seven (7) days in advance and shall remain posted for four (4) days. Employees interested in working the posted comp time overtime shall sign up for the overtime. The most senior employee shall be awarded the overtime. Overtime vacancies, not requiring a supervisor to fill the vacancy, will be offered first to floor officers. If no employee signs up for the overtime, then the comp time request may be denied. Seniority will be used in awarding comp time requests if more than one request

is made in the same classification for the same day submitted on the same day. A maximum of two (2) CO's and two (2) CRO's per shift, below minimum staffing levels.

All requests for compensatory time shall be considered at the time they are submitted, and the Employee's supervisor must approve or deny said request within seven (7) days of receipt. Any request made at least twenty-four (24) hours prior to the date and time of the requested day off will not be unreasonably denied. If the request is made prior to the seven (7) day deadline as set forth in the above paragraph then the procedures outlined in the above paragraph shall apply. However, the request shall be considered so as to accommodate the seven (7) day posting guideline. If a shift falls below minimum staffing due to unforeseen circumstances other than a bona fide emergency declared by the Sheriff, the approved time shall not be canceled and the Shift Voluntary Sign-Up Procedure outlined in Section 26.8 shall be utilized. Compensatory time requests may not be made outside of the current calendar year, with the exception of days submitted for January 1 to January 31 of the following calendar year, and will not be considered until the December vacation calendar has been completed.

### **Section 8 Shift Voluntary Sign-Up Procedure**

Employees covered by this Agreement who wish to be considered for voluntary overtime may sign a "Shift Voluntary Overtime Sign-Up List". A list for each duty shift shall be established, posted and kept current by the Sheriff or his designee. Any employee shall be allowed to sign up for voluntary overtime. Each Shift Voluntary Overtime Sign-Up list shall list the employees desiring overtime based upon their classification seniority; rank seniority if a rank officer is needed.

When a vacancy requiring filling by overtime is identified, employees shall be contacted by starting at the top of the list and working down. Inadvertent errors in offering overtime shall be remedied by the person passed over being first offered, no matter their place on the list, the next opportunity when they would be available to work. Willful errors in offering overtime will result in the person passed over being compensated for the number of hours required of the vacancy at the rate of time and one-half their regular pay.

Overtime vacancies, not requiring a supervisor to fill the vacancy, will be offered first to floor officers. If no volunteers are found to take the overtime, then the overtime shall be offered to rank officers using rank seniority. Any employee, who volunteers to fill a vacant shift through the procedures outlined above, shall be required to report to fill the shift. An employee who calls off after accepting a voluntary overtime assignment shall have the absence noted on the turn sheet; if an employee calls off more than two times in an overtime quarter, he/she shall be moved to the bottom of the list for overtime turns for the remainder of the quarter and the following quarter. After the following

quarter ends, the employee shall be allowed back on the list in his/her seniority position. Any employee on the Shift Voluntary Sign-Up List who refuses (e.g. receives call and turns opportunity down) overtime fifteen (15) consecutive times, shall be moved to the bottom of the List for the remainder of the quarter. Employees shall be excused if the reason for their refusal is due to working another overtime vacancy on a different shift the same day or where the offered overtime would prevent that Employee from working another shift.

In the event a vacancy cannot be filled by volunteers it shall be filled by mandating the least senior employee from the preceding shift to work the vacancy. Mandatory overtime shall not exceed one-half shift from the end of an employee's regular shift. No employee shall be required to be held over more than twice in a work week. In this case the next least senior employee will be held over and so on. Any employee holding a specialty assignment shall not be exempt from mandatory overtime on the floor or otherwise outside of their special assignment duties.

If an employee who volunteers to fill a vacant shift is subsequently mandated to work overtime hours on the previous shift, he/she shall be excused from working the original voluntary overtime vacancy.

Employees working overtime shall be allowed to request their choice of assignment, based on the ability to perform the essential job functions and seniority among the other Employees also on overtime. Requests of this nature shall not be unreasonably denied. This provision shall include employees who have been mandated to stay past their normal working hours, but does not include overtime assignments posted under Section 21.2(c) or Section 26.7.

### **Section 9 Amount of Payments**

The Employer shall budget all necessary funds to meet the requirements of this Article.

## **ARTICLE 27 UNIFORMS AND EQUIPMENT**

### **Section 1 Uniform Allowance**

Employees shall be given a seventy-five dollar (\$75.00) quarterly equipment and uniform maintenance allowance.

## **Section 2 Uniforms**

- a. Employer shall prescribe the type of uniform to be worn by employees on duty and may promulgate rules for wear outside of employment.

The Employer shall provide any additional uniform or equipment items not identified by this Agreement, if such uniform or equipment items are required, excluding service weapons.

- b. Employer shall provide uniforms for employees and shall replace uniforms as needed.
- c. Employees shall be responsible for maintenance and cleaning of their uniforms.
- d. The provisions of this Section shall apply to Control Room Operators. Control Room Operators shall not be subject to a uniform maintenance allowance. The Employer agrees to provide three (3) Polo shirts and three (3) pair of pants, and an all weather coat.
- e. The Sheriff shall supply the supply assistant with clothing and identification as the Sheriff may require and deem necessary.
- f. The Employer shall provide Food Service employees with seven (7) uniforms annually, or as determined by the quartermaster.

## **Section 3 Equipment**

The Employer agrees to provide the following uniforms and equipment to Correctional Officers and (as identified) Control Room Operators:

Quantity	Item
3	Pants
3	Short Sleeve Shirts
3	Long Sleeve Shirts
1	All Weather Coat (also CRO)
1	Holster
1	Inner Belt
1	Outer Belt
4	Belt Keepers
1	Ammo Case (Speed loader or Automatic clip type)
1	Handcuff Case
1	Set of Handcuffs
1	Latex Glove Case
1	Radio Case

1	Mini Mag-Lite
1	Mini Mag-Lite Holder
As Needed	Uniform Shoes

Boots/shoes: \$125 for boots, \$75 for shoes.

Current individual employees shall be provided a new weapon and leather if the Employer makes a mandatory change to the duty weapon to a make or model that the individual employee does not already have, thereby forcing the individual employee to make a new purchase. New employees are still responsible for purchasing their own service weapon as a condition of employment.

All Employer provided equipment must be properly maintained, worn as required, stored as required in approved locations, and ready to be accounted for by such employee. Management may conduct random checks of employees' equipment while on duty.

**Section 4 Uniform Shoes**

- a. The Employer and Union have developed an agreed to list of approved uniform shoe styles and available vendor to provide shoes to bargaining unit members in the performance of their duties with Sangamon County with every intent to identify the most cost effective approach in consideration of the budget.
- b. The Employer and Union agree that replacement shoes, due to regular wear and tear or damage while on duty, will be replaced by the Employer. Employees will be required to request such replacement through the normal quartermaster system that is used for requesting replacement uniforms and equipment.
- c. Employees choosing to purchase footwear outside of the normal quartermaster system must submit a copy of the receipt for the footwear purchased. The Employer then agrees to reimburse the Employee the maximum amount listed above, according to the type of footwear purchased. All footwear purchased must conform to the Employer's regulations regarding duty footwear.

**ARTICLE 28 HOLIDAYS**

The Employer agrees that the days designated herein as holidays shall be considered holidays and shall be compensable on the actual day of the holiday as set forth herein.



### **Section 1 Designated Holidays**

New Year's Day  
 Martin Luther King Day  
 Lincoln's Birthday  
 President's Day  
 National Police Memorial  
 Memorial Day  
 Independence Day  
 Labor Day  
 Columbus Day  
 Veteran's Day  
 Thanksgiving Day  
 Friday following Thanksgiving Day  
 Christmas Day

In addition, any other designated days of building closures as determined by the County Board Chairman.

### **Section 2 Compensation for Holidays**

Compensation for the holidays listed above is granted as follows:

- (1) Employees who are required to work a regular tour of duty on an established holiday will be credited with compensatory time equal to the number of hours worked, and hours equal to one-half ( $\frac{1}{2}$ ) shift of additional pay or compensatory time. An employee may also be paid in cash for all hours at the employee's sole discretion.
- (2) Employees whose regular day off coincides with an established holiday will be credited with compensatory time equal to the employees regular number of hours worked; or paid cash for the same number of hours, at the employee's sole discretion.
- (3) Employees whose regular day off coincides with an established holiday, and who are required to work a tour of duty on that established holiday, will be credited with compensatory time equal to the number of hours worked plus the established overtime rate of additional pay or compensatory time. An employee may also be paid in cash for all hours at the employee's sole discretion.
- (4) All hours in excess of a regular tour of duty on an established holiday will be compensated in accordance with the applicable holiday rate as set forth in this section.

### **ARTICLE 29 VACATIONS**

All employees covered by this Agreement shall be entitled to vacation time with pay under the following schedule:

- (a) Employees who have completed one (1) full year of service shall receive 10 working days;
- (b) Employees who have completed five (5) years of service shall receive 15 working days;
- (c) Employees who have completed ten (10) years of service shall receive 20 working days;
- (d) Employees who have completed fifteen (15) years of service shall receive 25 working days.

It is agreed that the intent of this Article is to provide vacations to eligible employees who have been consistently employed. Consistent employment shall be construed to mean the receipt of earnings or compensation consisting of workmen's compensation in at least seventy-five (75%) percent of the pay periods within the year immediately preceding the employee's anniversary date.

No employee shall be eligible to receive any benefits under this Article if he quits or resigns from the employment of the Employer without giving 10 (ten) working days' notice in writing of his intention to resign.

Upon retirement, an Employee may convert any unused vacation days into sick days for the purpose of converting sick days into IMRF service credit, in order to achieve a longer service credit through IMRF. This conversion shall be at the rate of one (1) vacation day into one (1) sick day. The remainder of unused vacation days shall be paid out in accordance with past practices.

### **ARTICLE 30 INSURANCE**

#### **Section 1 Hospitalization and Dental Programs**

The Employer agrees to abide by the County Board Resolution 12-1 as filed with the Sangamon County Clerk. In the event the Employer determines that it cannot or will not abide by the terms of said Resolution, the parties agree to meet and bargain in accordance with IPLRA, Section 14. Resolution 12-1 is attached as an Appendix.

**Section 2 Life Insurance**

The Employer will provide a \$20,000 group life insurance policy for each employee.

The Employer presently has and will continue to maintain for the terms of this contract both personal and vehicle liability insurance policies for the protection of the employees.

**ARTICLE 31 SAVINGS CLAUSE**

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

**ARTICLE 32 DURATION**

The Employer shall continue to recognize and bargain with the Union so long as the Union represents a majority of the employees covered by this Agreement. The Employer may, upon the termination of any formal agreement executed pursuant to Article 2, question the continuing status of the Union as the representative of the majority of the employees covered by this Agreement.

**Section 1 Terms of Agreement**

This Agreement shall be effective from December 1, 2012, and shall remain in full force and effect until November 30, 2017.

. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party no earlier than one hundred-twenty (120) days preceding expiration and no later than sixty (60) days preceding expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

**Section 2 Continuing Effect**

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

IN WITNESS WHEREOF, the parties hereto have affixed their signature this day 19<sup>th</sup> of February, 2014.

FOR THE COUNTY  
OF SANGAMON

FOR THE F.O.P.  
LABOR COUNCIL

\_\_\_\_\_  
Andy Van Meter, Chairman  
Sangamon County Board

\_\_\_\_\_  
Doug Crawford, Field Representative  
ILFOPLC

\_\_\_\_\_  
Neil Williamson  
Sheriff, Sangamon County

\_\_\_\_\_  
Chairman, Labor Committee

\_\_\_\_\_  
Chairman  
Collective Bargaining Committee

\_\_\_\_\_  
Member, Labor Committee

\_\_\_\_\_  
Collective Bargaining Committee

\_\_\_\_\_  
Member, Labor Committee

**THIS PAGE RESERVED FOR LETTER OF  
UNDERSTANDING REGARDING VOLUNTARY  
OVERTIME SIGN-UP PROCEDURES**

**THIS PAGE RESERVED FOR LETTER OF**  
**UNDERSTANDING REGARDING SENIORITY**  
**GRIEVANCE CLARIFICATION**

**APPENDIX A DUES AUTHORIZATION FORM**

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

I, \_\_\_\_\_, hereby authorize my employer, \_\_\_\_\_, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. (In addition, I authorize my Employer to deduct from wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of its certification as exclusive bargaining representative to the date this dues deduction is implemented, in such manner as it so directs.)

Date: \_\_\_\_\_ Signed: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Employment Start Date: \_\_\_\_\_

Title: \_\_\_\_\_

-----  
**Employer, please remit all dues deductions to:**

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

(217) 698-9433

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





**STEP THREE**

Reasons for Advancing Grievance: \_\_\_\_\_

\_\_\_\_\_

Given To: \_\_\_\_\_

Date/Time: \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
FOP Representative Signature

**EMPLOYER'S STEP THREE RESPONSE**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Employer Representative Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Person to Whom Response Given

\_\_\_\_\_  
Date

**STEP FOUR**

Reasons for Advancing Grievance: \_\_\_\_\_

\_\_\_\_\_

Given To: \_\_\_\_\_

Date/Time: \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
FOP Representative Signature

**EMPLOYER'S STEP FOUR RESPONSE**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Employer Representative Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Person to Whom Response Given

\_\_\_\_\_  
Date

**REFERRAL TO ARBITRATION by Illinois FOP Labor Council**

\_\_\_\_\_  
Person to Whom Referral Given

\_\_\_\_\_  
Date

\_\_\_\_\_  
FOP Labor Council Representative



**THIS PAGE RESERVED FOR APPENDIX C,**  
**BIOHAZARD PROCEDURES**

**WAGE APPENDIX****Correctional Officers**

	<b>12/01/12</b>	<b>12/01/13</b>	<b>12/01/14</b>	<b>12/1/2015</b>	<b>12/1/2016</b>
<b>Start</b>	36960	38328	39746	41137	42577
<b>2</b>	39205	40656	42160	43636	45163
<b>3</b>	40630	42133	43692	45221	46804
<b>4</b>	41492	43027	44619	46181	47797
<b>5</b>	42959	44548	46196	47813	49486
<b>6</b>	44075	45706	47397	49056	50773
<b>7</b>	44836	46495	48215	49903	51650
<b>8</b>	45588	47275	49024	50740	52516
<b>9</b>	46635	48360	50149	51904	53721
<b>10</b>	47446	49202	51022	52808	54656
<b>11</b>	48226	50010	51860	53675	55554
<b>12</b>	49413	51241	53137	54997	56922
<b>13</b>	49965	51814	53731	55612	57558
<b>14</b>	50550	52420	54360	56263	58232
<b>15</b>	51217	53112	55077	57005	59000
<b>16</b>	51858	53777	55767	57719	59739
<b>17</b>	52163	54093	56094	58057	60089
<b>18</b>	53048	55011	57046	59043	61110
<b>19</b>	53565	55547	57602	59618	61705
<b>20</b>	53982	55979	58050	60082	62185
<b>23</b>	Year 23 one time \$500 cash bonus				
<b>25</b>	Year 25 one time \$500 cash bonus				

**Correctional Sergeants**

	<b>12/01/12</b>	<b>12/01/13</b>	<b>12/01/14</b>	<b>12/01/15</b>	<b>12/01/16</b>
<b>ST</b>	41764	43310	44912	46484	48111
<b>2</b>	44302	45941	47641	49309	51034
<b>3</b>	45912	47610	49372	51100	52889
<b>4</b>	46886	48621	50419	52185	54011
<b>5</b>	48544	50339	52201	54029	55919
<b>6</b>	49805	51648	56559	55433	57373
<b>7</b>	50665	52539	54483	56390	58365
<b>8</b>	51514	53421	55397	57336	59343
<b>9</b>	52698	54647	56668	58652	60705
<b>10</b>	53614	55598	57655	59673	61761
<b>11</b>	54495	56511	58602	60653	62776
<b>12</b>	55837	57902	60045	62147	64322
<b>13</b>	56460	58550	60716	62842	65041
<b>14</b>	57122	59235	61427	63577	65802
<b>15</b>	57875	60017	62237	64416	66670
<b>16</b>	58600	60768	63017	65222	67505
<b>17</b>	58944	61125	63386	65604	67901
<b>18</b>	59944	62162	64462	66719	69054
<b>19</b>	60528	62768	65090	67368	69727
<b>20</b>	61000	63256	65597	67893	70269
<b>23</b>	Year 23 one time \$500 cash bonus				
<b>25</b>	Year 25 one time \$500 cash bonus				

**Correctional Lieutenants**

	<b>12/01/12</b>	<b>12/01/13</b>	<b>12/01/14</b>	<b>12/01/15</b>	<b>12/01/16</b>
<b>ST</b>	43612	45226	46899	48541	50240
<b>2</b>	46262	47974	49749	51490	53292
<b>3</b>	47943	49717	51557	53361	55229
<b>4</b>	48961	50772	52650	54494	56400
<b>5</b>	50692	52567	54511	56419	58393
<b>6</b>	52009	53933	55928	57886	59912
<b>7</b>	52906	54864	56894	58886	60947
<b>8</b>	53794	55785	57848	59873	61969
<b>9</b>	55029	57065	59176	61247	63391
<b>10</b>	55986	58058	60206	62313	64494
<b>11</b>	56907	59012	61195	63337	65554
<b>12</b>	58307	60464	62702	64896	67168
<b>13</b>	58959	61141	63403	65622	67918
<b>14</b>	59649	61856	64145	66390	68714
<b>15</b>	60436	62672	64991	67266	69620
<b>16</b>	61192	63457	65805	68108	70492
<b>17</b>	61552	63830	66191	68507	70905
<b>18</b>	62597	64913	67314	69671	72110
<b>19</b>	63207	65545	67970	70349	72812
<b>20</b>	63699	66055	98499	70897	73378

**23** Year 23 one time \$500 cash bonus

**25** Year 25 one time \$500 cash bonus

**Control Room Operators and Cooks**

	<b>12/01/12</b>	<b>12/01/13</b>	<b>12/01/14</b>	<b>12/01/15</b>	<b>12/01/16</b>
<b>1</b>	32480	33682	34928	36150	37415
<b>2</b>	33494	34733	36018	37279	38584
<b>3</b>	33986	35243	36547	37826	39150
<b>4</b>	34201	35466	36778	38065	39397
<b>5</b>	36073	37408	38792	40150	41555
<b>6</b>	36501	37852	39253	40627	42049
<b>7</b>	36794	38155	39567	40952	42385
<b>8</b>	37084	38456	39879	41275	42720
<b>9</b>	37377	38760	40194	41601	43057
<b>10</b>	39069	40515	42014	43484	45006
<b>11</b>	39284	40738	42245	43724	45254
<b>12</b>	39499	40960	42476	43963	45502
<b>13</b>	40158	41644	43185	44696	46260
<b>14</b>	41504	43040	44632	46194	47811
<b>15</b>	41717	43261	44862	46432	48057
<b>16</b>	42266	43830	45452	47043	48690
<b>17</b>	42480	44052	45682	47281	48936
<b>18</b>	42694	44274	45912	47519	49182
<b>19</b>	42909	44497	46143	47758	49430
<b>20</b>	44053	45683	47373	49031	50747
<b>23</b>	Year 23 one time \$500 cash bonus				
<b>25</b>	Year 25 one time \$500 cash bonus				

**Food Service Assistant Manager**

	<b>12/01/12</b>	<b>12/01/13</b>	<b>12/01/14</b>	<b>12/01/15</b>	<b>12/01/16</b>
<b>1</b>	34104	35366	36674	37958	39286
<b>2</b>	35169	36470	37819	39143	40513
<b>3</b>	35685	37005	38374	39717	41108
<b>4</b>	35911	37239	38617	39968	41367
<b>5</b>	37877	39278	40732	42158	43633
<b>6</b>	38326	39745	41216	42658	44151
<b>7</b>	38634	40063	41545	43000	44504
<b>8</b>	38938	40379	41873	43339	44856
<b>9</b>	39246	40698	42204	43681	45210
<b>10</b>	41022	42541	44115	45658	47256
<b>11</b>	41248	42775	44357	45910	47517
<b>12</b>	41474	43008	44600	46161	47777
<b>13</b>	42166	43726	45344	46931	48573
<b>14</b>	43579	45192	46864	48504	50202
<b>15</b>	43803	45424	47105	48754	50460
<b>16</b>	44379	46022	47725	49395	51125
<b>17</b>	44604	46255	47966	49645	51383
<b>18</b>	44829	46488	48208	49895	51641
<b>19</b>	45054	46722	48450	50146	51902
<b>20</b>	46256	47967	49742	51483	53284

**23** Year 23 one time \$500 cash bonus

**25** Year 25 one time \$500 cash bonus

**Food Service Manager**

	<b>12/01/12</b>	<b>12/01/13</b>	<b>12/01/14</b>	<b>12/01/15</b>	<b>12/01/16</b>
<b>1</b>	35566	36882	38246	39584	40969
<b>2</b>	36676	38033	39440	40821	42249
<b>3</b>	37215	38591	40019	41419	42869
<b>4</b>	37450	38835	40272	41681	43140
<b>5</b>	39500	40962	42477	43964	45503
<b>6</b>	39969	41448	42982	44487	46044
<b>7</b>	40289	41780	43326	44842	46412
<b>8</b>	40607	42109	43668	45196	46778
<b>9</b>	40928	42442	44012	45553	47147
<b>10</b>	42781	44364	46005	47615	49282
<b>11</b>	43016	44608	46258	47878	49553
<b>12</b>	43251	44851	46511	48139	49825
<b>13</b>	43973	45600	47288	48942	50655
<b>14</b>	45447	47129	48872	50582	52353
<b>15</b>	45680	47371	49124	50843	52622
<b>16</b>	46281	47994	49770	51512	53316
<b>17</b>	46516	48237	50022	51773	53585
<b>18</b>	46750	48480	50274	52033	53854
<b>19</b>	46985	48724	50527	52295	54126
<b>20</b>	48238	50023	51873	53689	55568
<b>23</b>	Year 23 one time \$500 cash bonus				
<b>25</b>	Year 25 one time \$500 cash bonus				



**New Hire Wage Appendix****New Hire Correctional Officers\***

	<b>12/01/12</b>	<b>12/01/13</b>	<b>12/01/14</b>	<b>12/01/15</b>	<b>12/01/16</b>
<b>ST</b>	31000	31930	32888	33875	34891
<b>2</b>	33000	33990	35010	36060	37142
<b>3</b>	35000	36050	37132	38246	39393
<b>4</b>	37000	38110	39253	40431	41644
<b>5</b>	39000	40170	41375	42616	43894
<b>6</b>	44075	45706	47397	49056	50773
<b>7</b>	44836	46495	48215	49903	51650
<b>8</b>	45588	47275	49024	50740	52516
<b>9</b>	46635	48360	50149	51904	53721
<b>10</b>	47446	49202	51022	52808	54656
<b>11</b>	48226	50010	51860	53675	55554
<b>12</b>	49413	51241	53137	54997	56922
<b>13</b>	49965	51814	53731	55612	57558
<b>14</b>	50550	52420	54360	56263	58232
<b>15</b>	51217	53112	55077	57005	59000
<b>16</b>	51858	53777	55767	57719	59739
<b>17</b>	52163	54093	56094	58057	60089
<b>18</b>	53048	55011	57046	59043	61110
<b>19</b>	53565	55547	57602	59618	61705
<b>20</b>	53982	55979	58050	60082	62185

**23** Year 23 one time \$500 cash bonus

**25** Year 25 one time \$500 cash bonus

\* ANY OFFICER HIRED AFTER CONTRACT RATIFICATION DATE

**New Hire Correctional Sergeants\***

	<b>12/01/12</b>	<b>12/01/13</b>	<b>12/01/14</b>	<b>12/01/15</b>	<b>12/01/16</b>
<b>2</b>	37290	38409	39561	40748	41970
<b>3</b>	39550	40737	41959	43218	44514
<b>4</b>	41810	43064	44356	45687	47058
<b>5</b>	44070	45392	46754	48156	49600
<b>6</b>	49805	51648	53559	55433	57373
<b>7</b>	50665	52539	54483	56390	58365
<b>8</b>	51514	53421	55397	57336	59343
<b>9</b>	52698	54647	56668	58652	60705
<b>10</b>	53614	55598	57655	59673	61761
<b>11</b>	54495	56511	58602	60653	62776
<b>12</b>	55837	57902	60045	62147	64322
<b>13</b>	56460	58550	60716	62842	65041
<b>14</b>	57122	59235	61427	63577	65802
<b>15</b>	57875	60017	62237	64416	66670
<b>16</b>	58600	60768	63017	65222	67505
<b>17</b>	58944	61125	63386	65604	67901
<b>18</b>	59944	62162	64462	66719	69054
<b>19</b>	60528	62768	65090	67368	69727
<b>20</b>	61000	63256	65597	67893	70269

**23** Year 23 one time \$500 cash bonus

**25** Year 25 one time \$500 cash bonus

\* ANY OFFICER HIRED AFTER CONTRACT RATIFICATION DATE

**New Hire Correctional Lieutenants\***

	<b>12/01/12</b>	<b>12/01/13</b>	<b>12/01/14</b>	<b>12/01/15</b>	<b>12/01/16</b>
<b>2</b>	38940	40108	41312	42551	43828
<b>3</b>	41300	42539	43816	45130	46484
<b>4</b>	43660	44970	46319	47709	49140
<b>5</b>	46020	47401	48823	50287	51795
<b>6</b>	52009	53933	55928	57886	59912
<b>7</b>	52906	54864	56894	58886	60947
<b>8</b>	53794	55785	57848	59873	61969
<b>9</b>	55029	57065	59176	61247	63391
<b>10</b>	55986	58058	60206	62313	64494
<b>11</b>	56907	59012	61195	63337	65554
<b>12</b>	58307	60464	62702	64896	67168
<b>13</b>	58959	61141	63403	65622	67918
<b>14</b>	59649	61856	64145	66390	68714
<b>15</b>	60436	62672	64991	67266	69620
<b>16</b>	61192	63457	65805	68108	70492
<b>17</b>	61552	63830	66191	68507	70905
<b>18</b>	62597	64913	67314	69671	72110
<b>19</b>	63207	65545	67970	70349	72812
<b>20</b>	63699	66055	98499	70897	73378
<b>23</b>	Year 23 one time \$500 cash bonus				
<b>25</b>	Year 25 one time \$500 cash bonus				

\* ANY OFFICER HIRED AFTER CONTRACT RATIFICATION DATE

**New Hire Control Room Operators and Cooks\***

	<b>12/1/2012</b>	<b>12/1/2013</b>	<b>12/1/2014</b>	<b>12/1/2015</b>	<b>12/1/2016</b>
<b>1</b>	28000	28840	29705	30596	31514
<b>2</b>	29500	30385	31297	32236	33203
<b>3</b>	31000	31930	32888	33875	34891
<b>4</b>	32500	33475	34479	35513	36578
<b>5</b>	34000	35020	36071	37153	38268
<b>6</b>	36501	37852	39253	40627	42049
<b>7</b>	36794	38155	39567	40952	42385
<b>8</b>	37084	38456	39879	41275	42720
<b>9</b>	37377	38760	40194	41601	43057
<b>10</b>	39069	40515	42014	43484	45006
<b>11</b>	39284	40738	42245	43724	45254
<b>12</b>	39499	40960	42476	43963	45502
<b>13</b>	40158	41644	43185	44696	46260
<b>14</b>	41504	43040	44632	46194	47811
<b>15</b>	41717	43261	44862	46432	48057
<b>16</b>	42266	43830	45452	47043	48690
<b>17</b>	42480	44052	45682	47281	48936
<b>18</b>	42694	44274	45912	47519	49182
<b>19</b>	42909	44497	46143	47758	49430
<b>20</b>	44053	45683	47373	49031	50747
<b>23</b>	Year 23 one time \$500 cash bonus				
<b>25</b>	Year 25 one time \$500 cash bonus				

\*HIRED AFTER CONTRACT RATIFICATION DATE

**New Hire Food Service Assistant Manager\***

	<b>12/1/2012</b>	<b>12/1/2013</b>	<b>12/1/2014</b>	<b>12/1/2015</b>	<b>12/1/2016</b>
<b>1</b>	29400	30282	31190	32126	33090
<b>2</b>	30975	31904	32862	33848	34863
<b>3</b>	32550	33527	34532	36569	36636
<b>4</b>	34125	35149	36203	37289	38407
<b>5</b>	35700	36771	37875	39011	40181
<b>6</b>	38326	39745	41216	42658	44151
<b>7</b>	38634	40063	41545	43000	44504
<b>8</b>	38938	40379	41873	43339	44856
<b>9</b>	39246	40698	42204	43681	45210
<b>10</b>	41022	42541	44115	45658	47256
<b>11</b>	41248	42775	44357	45910	47517
<b>12</b>	41474	43008	44600	46161	47777
<b>13</b>	42166	43726	45344	46931	48573
<b>14</b>	43579	45192	46864	48504	50202
<b>15</b>	43803	45424	47105	48754	50460
<b>16</b>	44379	46022	47725	49395	51125
<b>17</b>	44604	46255	47966	49645	51383
<b>18</b>	44829	46488	48208	49895	51641
<b>19</b>	45054	46722	48450	50146	51902
<b>20</b>	46256	47967	49742	51483	53284

**23** Year 23 one time \$500 cash bonus

**25** Year 25 one time \$500 cash bonus

\*HIRED AFTER CONTRACT RATIFICATION DATE

**New Hire Food Service Manager\***

	<b>12/1/2012</b>	<b>12/1/2013</b>	<b>12/1/2014</b>	<b>12/1/2015</b>	<b>12/1/2016</b>
<b>1</b>	30660	31580	32527	33503	34508
<b>2</b>	32303	33272	34270	35298	36357
<b>3</b>	33945	34963	36012	37093	38206
<b>4</b>	35588	36655	37755	38887	40053
<b>5</b>	37230	38347	39498	40683	41903
<b>6</b>	39969	41448	42982	44487	46044
<b>7</b>	40289	41780	43326	44842	46412
<b>8</b>	40607	42109	43668	45196	46778
<b>9</b>	40928	42442	44012	45553	47147
<b>10</b>	42781	44364	46005	47615	49282
<b>11</b>	43016	44608	46258	47878	49553
<b>12</b>	43251	44851	46511	48139	49825
<b>13</b>	43973	45600	47288	48942	50655
<b>14</b>	45447	47129	48872	50582	52353
<b>15</b>	45680	47371	49124	50843	52622
<b>16</b>	46281	47994	49770	51512	53316
<b>17</b>	46516	48237	50022	51773	53585
<b>18</b>	46750	48480	50274	52033	53854
<b>19</b>	46985	48724	50527	52295	54126
<b>20</b>	48238	50023	51873	53689	55568
<b>23</b>		Year 23 one time \$500 cash bonus			
<b>25</b>		Year 25 one time \$500 cash bonus			

\*HIRED AFTER CONTRACT RATIFICATION DATE

**Booking Clerk**

**This page reserved for insertion of Booking Clerk wage matrix.**