COLLECTIVE BARGAINING AGREEMENT

BETWEEN COUNTY OF MACOUPIN/THE SHERIFF OF MACOUPIN COUNTY

AND POLICEMEN'S BENEVOLENT LABOR COMMITTEE

REPRESENTING

UNIT A – ALL SHERIFF'S DEPUTIES, CORRECTIONS OFFICERS, TELECOMMUNICATORS, BAILIFFS, OFFICE CLERKS, DEPUTY CLERKS, JANITORS, COOKS, AND MAINTENANCE ENGINEER

AND

UNIT B – CAPTAIN, LIEUTENANT, SERGEANT AND TELECOMMUNICATIONS SERGEANT

09/01/2023 - 08/31/2027

TABLE OF CONTENTS

PREAM	BLE	1
ARTICL	E I – AGREEMENT	1
	1.1 – Agreement	
	1.2 – Recognition	
(a)	Unit A (S-RC-08-136)	
(b)	Unit B (S-RC-08-138)	
ARTICL	E II – MANAGEMENT RIGHTS	2
ARTICL	E III – UNION CHECKOFF	2
Section	3.1 – Dues Deduction	2
Section	3.2 – Indemnification	3
ARTICL	E IV – UNION RIGHTS	3
	4.1 – Union Representatives	
	4.2 – Union Representative Duties	
ARTICL	E V – SUBCONTRACTING	3
Section	15.1 – General Policy	3
Section	5.2 – Notice and Discussion	3
ARTICL	E VI – NON-DISCRIMINATION	4
Section	6.1 – Prohibition against Discrimination	4
Section	6.2 – Union Membership or Activity	4
Section	6.3 – Equal Employment/Affirmative Action	4
Section	6.4 – Use of Masculine Pronoun.	4
Section	6.5 – Alleged Violations	4
ARTICL	E VII – WORK STOPPAGE	4
Section	7.1 – Statutory Provision	4
Section	7.2 – Strike and Lockout Prohibited	4
Section	7.3 – Union Activity	5
Section	7.4 – Penalties	5
ARTICL	E VIII – PERSONNEL FILES	5
Section	8.1 – Inspection	5
Section	8.2 – Union Access	5
Section	8.3 – Employee Rights	5

ARTICI	LE IX – DISCIPLINE AND DISCHARGE	5
Sectio	n 9.1 – Discipline	5
	n 9.2 – Just Cause	
Sectio	n 9.3 – Limitation	6
Sectio	n 9.4 – Bill of Rights	6
Sectio	n 9.5 – Pre-Disciplinary Hearing	7
Sectio	n 9.6 – Use of Prior Warnings	7
Sectio	n 9.7 – Written Notice	7
Sectio	n 9.8 – Production of Documents	7
Sectio	n 9.9 – Disciplinary Grievances	8
ARTICI	LE X – DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE	8
	n 10.1 – Definition of a Grievance	
	n 10.2 – Representation	
	n 10.3 – Subject Matter	
	n 10.4 – Time Limitations	
Sectio	n 10.5 – Investigation	9
	n 10.6 – Grievance Meeting	
Sectio	n 10.7 – Steps in Grievance Procedure	9
(a)	Step 1 – Sheriff	9
(b)	Step 2 – County Board	9
(c)	Step 3 – Arbitration	10
ARTICI	LE XI – SENIORITY/LAYOFFS/RECALLS	10
Sectio	n 11.1 – Probation	10
(a)	Sworn Deputies	
(b)	Correctional Officers	
(c)	Telecommunicators	11
(d)	Other Bargaining Unit Employees	
(e)	Discharge	
(f)	Seniority Granted	
(g)	Use of Leave While On Probation	
	n 11.2 – Definitions of Classifications and Seniority	
(a)	Definitions of Types of Seniority	
(b)	Definitions of Types of General Classifications and Positions within those General	
\ /	ssifications	
(c)	Special Assignment and Rank Positions	13
(d)	Appointments to Ranking Positions	
(e)	Chief Deputy and Jail Superintendent Promotions Out of Bargaining Unit:	
(f)	Seniority Applications	14

(g)	Shift Bidding and Transfers	15
(h)	Overtime Work Sharing Between Bargaining Units and Within General	
Class	sifications	15
Section	11.3 – Bidding Rights	16
Section	11.4 – Loss of Seniority	16
Section	11.5 – Seniority List	16
Section	11.6 – Bumping Rights	16
Section	11.7 – Layoffs	17
Section	11.8 – Recalls	17
ARTICL	E XII – HOURS OF WORK AND OVERTIME	17
Section	12.1 – Hours of Work	17
Section	12.2 – Breaks	17
(a)	Types of Overtime	18
(b)	Overtime Opportunities	18
(c)	Overtime Pay	18
(d)	Compensatory Time	18
Section	12.4 – Court Time	18
Section	12.5 – Sheriff's Office Callout	19
Section	12.6 – Special Duty Travel Time	19
Section	12.7 – Vacant Shifts	19
ARTICL	E XIII – VACATIONS	20
Section	13.1 – Vacation Leave	20
(a)	Vacation Accrual	20
(b)	Vacation Carryover	20
Section	13.2 – Vacation Pay	20
Section	13.3 – Working During Vacation	20
Section	13.4 – Vacation Requests	20
Section	13.5 – Vacation Pay Upon Termination	21
ARTICL	E XIV – HOLIDAYS	21
Section	14.1 – Paid Holidays	21
(a)	Observed Holidays	21
(b)	Bailiff's and Janitor	21
(c)	Holiday Pay	22
(d)	Scheduling Time Off on a Holiday	22
ARTICL	E XV – SICK LEAVE	22
Section	15.1 – Purpose	22
	15.2 Accumulation	23

Section	15.3 – Return to Work	23
Section	n 15.4 – Sick Leave Abuse Sanctions	23
Section	n 15.5 – Sick Leave Bank	23
ARTICL	E XVI – LEAVES OF ABSENCE	24
Section	n 16.1 – Personal Leaves	24
Section	n 16.2 – Bereavement Leave	24
ARTICL	E XVII – UNPAID LEAVES OF ABSENCE	25
Section	n 17.1 – Criteria for Unpaid Leaves	25
Section	n 17.2 – Health Leave	25
	n 17.3 – Educational Leave	
	n 17.4 – Military Leave	
	n 17.5 – Personal Reasons	
Section	n 17.6 – Workers' Compensation	26
ARTICL	E XVIII – GROUP HEALTH INSURANCE PROGRAM	26
ARTICL	E XIX – DISABILITY, PENSION, AND RETIREMENTS	26
Section	n 19.1 – Illinois Municipal Retirement Fund	26
Section	n 19.2 – Sheriff's Law Enforcement Plan	27
Section	n 19.3 – Salary Savings Plan	27
ARTICL	E XX – WAGES	27
Section	1 20.1 – Wages	27
(a)	Base Pay	27
(b)	Retroactivity	28
(c)	Starting Pay	28
(d)	Overtime Rate Calculation	28
(e)	Clerical Employees	28
Section	n 20.2 – Longevity Schedule	28
Section	n 20.3 – Temporary Upgrade	29
Section	n 20.4 – Rank Differential	29
(a)	Sergeants	29
(b)	Lieutenants	29
(c)	Deputy Captain	29
ARTICL	E XXI – MISCELLANEOUS	30
Section	n 21.1 – Uniform Allowance	30
(a)	Amount	30
(b)	New Employees	30

(c)	Payment	30
(d)	Ballistic Vests	30
Section	21.2 – Out of Town Travel and Training	30
Section	21.3 – Pay Day	31
Section	21.4 – Officer Safety	31
Section	21.5 – Complaints of Citizens	31
Section	21.6 – Assignment of Cars	31
Section	21.7 – Printing of Agreement	31
Section	21.8 – Indemnification	32
(a)	Civil Litigation	32
(b)	Legal Representation	32
(c)	Cooperation During Civil Litigation	32
(d)	Applicability	32
Section	21.9 – Training	32
ADTICI	E WALL CANNINGS OF A LIGHT AND A MENDAGNIES	22
	E XXII – SAVINGS CLAUSE AND AMENDMENTS	
	22.1 – Saving Clause	
	22.2 – Mutual Agreements	
Section	22.3 – Continuing Effect	33
ARTICL	E XXIII – RESOLUTION OF IMPASSE	33
ADTICL	E VVIV. COMDITETE ACDEEMENT	22
AKTICL	E XXIV – COMPLETE AGREEMENT	33
ARTICL	E XXV – TERMINATION	33
~* ~ * * * * * * * * * * * * * * * * *		
SIGNAT	URES	33
APPEND	IX A – GRIEVANCE FORM	35
A DDENID	IX B – PBPC MEMBERSHIP FORM	27
AFFEND	TA D - FBFC MEMBERSHIF FORM	3 /
APPEND	IX C – WAGES	38
Effectiv	ve September 1, 2023	38
Effectiv	ve September 1, 2024	39
Effectiv	ve September 1, 2025	40
Effectiv	ve September 1, 2026	41

PREAMBLE

This Agreement is entered into by the County Board of Macoupin County and Sheriff of Macoupin County, hereinafter referred to as the Employer, and the Policemen's Benevolent Labor Committee, representing Macoupin County Sheriff's Office PBLC employees, ("Unit A" and "Unit B"), hereinafter referred to as the Union, after engaging in collective bargaining pursuant to Illinois Public Labor Relations Act (5 ILCS 315) for the purposes of promoting harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

<u>ARTICLE I – AGREEMENT</u>

Section 1.1 – Agreement

This Agreement is entered into this ___ day of ____ 20__, by and between the County Board and the Sheriff of Macoupin County, Illinois ("Employer", "Sheriff", or "County") and the Policemen's Benevolent Labor Committee, representing Macoupin County Sheriff's Office PBLC employees Unit A and Unit B ("Union" or "PBLC"), whereby it is understood and agreed as follows.

Section 1.2 – Recognition

The Employer hereby recognizes the Union as the sole and exclusive bargaining representative for two separate bargaining units, Unit A and Unit B, as certified in Illinois Labor Relations Board Cases S-RC-08-136 and S-RC-08-138, both of which will utilize this Agreement as their collective bargaining agreement.

The bargaining units are composed of the following classifications:

(a) Unit A (S-RC-08-136)

Included: All Sheriff's deputies, corrections officers, telecommunicators,

bailiffs, office clerks, deputy clerks, janitors, cooks and maintenance

engineer.

Excluded: All managerial, confidential and supervisory employees as defined

in the Illinois Public Labor Relation Act and all other employees of

the Employer.

(b) Unit B (S-RC-08-138)

Included: All full-time sworn peace officers in the ranks of Captain,

Lieutenant, Sergeant, and Telecommunications Sergeant employed

by the County of Macoupin and the Sheriff of Macoupin County.

Excluded: All deputies, jailers, telecommunicators, and other individuals

working for Macoupin County and/or the Sheriff of Macoupin

County including all supervisory, confidential, and managerial employees as defined by the Act.

ARTICLE II – MANAGEMENT RIGHTS

Except as specifically limited, by the express provisions of the Agreement, the Sheriff retains all traditional rights to manage and direct the affairs of the Sheriff's Office in all the various aspects and to manage and direct employees, including but not limited to the following: to determine the mission of the Sheriff's Office and to set standards of service offered to the public; to plan, direct, control and determine all operations and services of the Sheriff's Office; to supervise and direct the working forces; to assign and transfer employees, and to employ employees; to schedule and assign work; to establish performance standards; to assign overtime; to determine the methods, means, organization and number of personnel by which such operations and services shall be provided or purchased to make, alter and enforce various rules, regulations, orders and policies, to evaluate employees; to discipline, suspend, demote and discharge employees for just cause; probationary employees without cause; to uniforms, or facilities, to hire employees and to promote employees; to layoff employees, when necessary; to determine and establish training requirements and qualifications and qualifications for positions with the Sheriff's Office; and to establish, change, combine or abolish positions and the job duties of any position in accordance with operational requirements. The Sheriff expressly reserves the right under the agreement to exercise all management rights set forth in Section 4 of the Illinois Public Labor Relations Act. In addition, the Sheriff may establish all requirements, rules, policies, procedures concerning the probationary period for newly hired employees.

The Employer shall not be required to bargain over matters of inherent managerial policy, which shall include such areas of discretion or policy as the functions of the employer, standards of services, its overall budget, the organizational structure and selection of new employees, examination techniques and direction of employees. Employers, however shall be required to bargain collectively with regard to policy matters directly affecting wages, hours and terms and conditions of employment as well as the impact thereon upon request by employee representatives.

To preserve the rights of employers and exclusive representatives which have established collective bargaining relationships or negotiated collective bargaining agreements prior to the effective date of this Act, employers shall be required to bargain collectively with regard to any matter concerning wages, hours or conditions of employment about which they have bargained for and agreed to in a collective bargaining agreement prior to the effective date of this Act.

<u>ARTICLE III – UNION CHECKOFF</u>

Section 3.1 – Dues Deduction

Upon receipt of a signed authorization from an employee in the form provided in Appendix "B" of this Agreement, the Employer shall deduct the amount of Union dues set forth in such form and any increase therein authorized specifically in writing and shall remit such deductions monthly

to the Policemen's Benevolent Labor Committee, 840 South Spring Street, Springfield, Illinois 62704-2618, in accordance with the laws of the State of Illinois.

The Union shall advise the Employer of any increases in dues in writing at least thirty (30) calendar days prior to its effective date.

Section 3.2 – Indemnification

The Union shall indemnify, defend and hold the Employer harmless against any claim, demand, suit, cost, expense, or any other form of liability, including attorney fees and costs arising from or incurred as a result of any act taken or not taken by the Employer, its officers, agents, employees, and representatives in complying with or carrying out the provisions of this article, or in reliance upon any notice, letter or authorization forwarded to the Employer by the Union pursuant to this article, including any charge that the Employer failed to discharge any duty owed to its employees arising out of the dues deduction procedure.

ARTICLE IV – UNION RIGHTS

Section 4.1 – Union Representatives

The Union shall appoint a representative for each classification and shall, in addition, designate a chief representative and provide the names of such individuals to the Employer. Such representatives and chief representative shall, after giving appropriate notice to their the Sheriff or his designee, be allowed reasonable time off with pay, during working hours, to process grievances or to attend negotiations, grievance meetings or other hearings or meeting called or agreed to by the Employer, if such employees are entitled to attend such meetings by virtue of being Union representatives or the chief representative, and if such attendance does not substantially interfere with the Employer's operations.

Section 4.2 – Union Representative Duties

No local representative shall be laid off, discharged, or otherwise disciplined for the responsible fulfillment of their duties and responsibilities as outlined in this Agreement.

ARTICLE V – SUBCONTRACTING

Section 5.1 – General Policy

It is the general policy of the Employer to continue to utilize employees to perform work for which they are qualified and available to perform, first. The Employer reserves the right to contract out any work that it deems necessary in the interest of efficiency, safety, economy, improved work product, or in the event of any emergency.

Section 5.2 – Notice and Discussion

Except in case of an emergency, when the Employer contemplates changing its policy involving the subcontracting of work in the bargaining unit area, and such change amounts to a significant deviation from past practice and would result in the layoff of a significant number of bargaining unit employees, the Employer shall notify the Union and offer the Union an opportunity

to discuss and participate in considerations involving the desirability of such subcontracting of work, including means by which to minimize the impact of such employees.

ARTICLE VI – NON-DISCRIMINATION

<u>Section 6.1 – Prohibition against Discrimination</u>

The provisions of this Agreement shall be applied equally to all Employees in the bargaining unit without "unlawful discrimination" as defined in Section 1-103 of the Illinois Human Rights Act [775 ILCS 5/1-103] and/or in violation of the Illinois Human Rights Act [775 ILCS 5/1-101, et. seq.] or any Federal Laws regarding discrimination.

Section 6.2 – Union Membership or Activity

Neither the Employer nor the Union shall interfere with the right of employees covered by this Agreement to become or to refrain from becoming members of the Union and there shall be no discrimination against any such employees because of lawful Union membership or non-membership activities or status.

<u>Section 6.3 – Equal Employment/Affirmative Action</u>

The parties recognize the Employer's and the Union's obligation to comply with federal and state employment and affirmative action laws, rules and regulations.

Section 6.4 – 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 all pronouns as well.

Section 6.5 – Alleged Violations

All claims under this Article must be filed with the appropriate State, Federal, or administrative agency and not through the grievance procedure.

ARTICLE VII – WORK STOPPAGE

Section 7.1 – Statutory Provision

The parties acknowledge that this bargaining unit is a security employees' unit under Illinois Public Labor Relations Act (5 ILCS 315), and that the employees of this bargaining unit are prohibited by law from striking.

Section 7.2 – Strike and Lockout Prohibited

Neither the Union nor any of its officers, agents or county employees will instigate, promote, encourage, sponsor, engage in, or condone any strike, slowdown, concerted work stoppage, sympathy strike, or any other intentional interruption of work during the term of this agreement. The Employer shall not lock out any employees in the bargaining, unit during the term of this agreement.

Section 7.3 – Union Activity

Upon notification by the Employer to the Union or its agents that certain of its members are engaged in activity that is in violation of Section 7.1 of this Agreement, the Union shall immediately order such members, in writing, to return to work.

The Union will also provide the Employer with a copy of such order and a responsible official of the Union shall publicly order such workers to return to work. In the event that a strike or other violation not authorized by the Union occurs, the Union agrees to take all reasonable, effective and affirmative action to assure the members return to work as promptly as possible.

Section 7.4 – Penalties

Any or all employees who have been found to have violated any of the provisions of this Article may be discharged or otherwise disciplined by the Employer. Such discipline may include loss of compensation, vacation benefits and holiday pay. In an arbitration proceeding involving a breach of this article, the sole question for the arbitrator to determine is whether the employee engaged in prohibited activity. In addition to the penalties provided herein, the Employer may enforce any other legal rights and remedies to which it may be entitled by law.

ARTICLE VIII – PERSONNEL FILES

Section 8.1 – Inspection

Upon written request by an employee, the Employer shall permit the employee to inspect his or her personnel file twice per calendar year. Such inspection shall occur within two (2) working days following receipt of the employee's written request. The employee shall not be permitted to remove any part of the personnel file from the premises but may obtain a copy of any information contained in the file upon payment of a fee for the cost of copying.

Section 8.2 – Union Access

An employee who is involved in a current grievance against the Employer may designate in writing that a Union representative may inspect his or her personnel file, subject to the procedures contained in Section 8.1.

Section 8.3 – Employee Rights

If any employee disagrees with any information contained in his or her personnel file, the employee may submit a written statement which will be included in the file.

ARTICLE IX – DISCIPLINE AND DISCHARGE

Section 9.1 – Discipline

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

(a) Oral warning;

- (b) Written warning;
- (c) Suspension without pay;
- (d) Demotion; or
- (e) Discharge.

Section 9.2 – Just Cause

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

Section 9.3 – Limitation

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

Such disciplinary actions shall include, but are not limited to:

- (a) Possession of a controlled substance or alcohol;
- (b) Intentional destruction or theft of county property;
- (c) Fighting on the job;
- (d) Appearance for work under the influence of drugs or alcohol or other substance that may impair an employee's ability to perform all of the duties required;
- (e) Insubordination (refusal to carry out a lawful order); and/or
- (f) Sleeping on the job.

Both the employee and the Union shall be notified of disciplinary action. Such notification shall be in writing and reflect the specific nature of the offense.

Section 9.4 – Bill of Rights

If the inquiry, investigation, questioning, or interrogation of an employee could result in the recommendation of some action, such as a transfer, suspension, dismissal, loss of pay, reassignment, or other similar action which would be considered a punitive measure, then before taking such action, the Employer shall follow the procedures set forth in Uniform Peace Officers Disciplinary Act (50 ILCS 725/1, et seq.). The employee may be relieved of duty pending formal hearing and shall receive all ordinary pay and benefits as he would have if he were not charged. The employee shall have the right to be represented at such inquiries, investigations or interrogations by a Union representative.

<u>Section 9.5 – Pre-Disciplinary Hearing</u>

For discipline, other than oral and written reprimands, prior to notifying the Employee of the contemplated discipline to be imposed, the Sheriff shall notify the Employee and the PBLC of a meeting and then shall meet with the Employee involved and inform the Employee of the reason for such contemplated discipline, including any names of witnesses and copies of pertinent documents. The PBLC and the Employee may waive the pre-disciplinary hearing. Such waiver shall be in writing.

The Employee shall be entitled to PBLC representation, if so, requested by the Employee, provided that PBLC representative shall be available within three (3) business days after notification. The Employee and PBLC representative shall be given the opportunity at the meeting to rebut or clarify the reasons for such discipline.

Section 9.6 – Use of Prior Warnings

Any record of disciplinary action shall not be considered in imposing a disciplinary penalty for a current offense when more than eighteen (18) months have elapsed from the written warning or suspension.

Section 9.7 – Written Notice

Both the employee and the Union shall be notified of disciplinary action. Such notification shall be in writing and reflect the specific nature of the offense and directions to the employee for future behavior. Employees shall receive notice within five (5) days after meeting with the Employer.

<u>Section 9.8 – Production of Documents</u>

The Sheriff and the Union agree that no later than thirty (30) calendar days before a grievance arbitration hearing, the Sheriff will supply to the Union and the Union will supply the Sheriff a complete copy of:

- (a) all witness/complainants' names, addresses, telephone numbers;
- (b) copies of all items, documents, investigatory reports, films, audio and/or visual tapes, objects, physical evidence, or other materials which are or may be related to the pending allegations;
- (c) a true, accurate and complete copy of the affected Employee(s) personnel file; and,
- (d) any and all information, documents, or materials, which may be used in aggravation or mitigation.

Subsequent discovery shall be provided by the Sheriff and/or the Union, as may be necessary, in the event the matter is moved to arbitration.

<u>Section 9.9 – Disciplinary Grievances</u>

- (a) Discipline shall be the subject of a grievance pursuant to this Article and Article X of this Agreement.
- (b) Any discipline issued by anyone other than the Sheriff, shall be appealable directly to Step 1 under Section 10.7(a) of this Agreement.
- (c) Any discipline issued by the Sheriff, shall be appealable directly to Step 3 under Section 10.7(c) of this Agreement.
- (d) In the case of a disciplinary grievance appealed and submitted by the PBLC to arbitration, pursuant to Section 10.7 of the Agreement, the burden of proof shall be with the Sheriff to show just cause supporting the imposition of discipline.

<u>ARTICLE X – DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE</u>

Section 10.1 – Definition of a Grievance

A grievance is defined as any unresolved difference, complaint or dispute between the Employer and the Union or any employee regarding the application, meaning or interpretation of this agreement. This grievance procedure is subject to, and shall not conflict with, any provisions of the Illinois Public Labor Relations Act.

Section 10.2 – Representation

Grievances may be processed by the Union on behalf of an employee or on behalf of a group of employees. The Employer may file contract grievances directly at Step 3. Either party may have the grievant or one (1) grievant representing group grievants present at any step of the grievance procedure, and the employee is entitled to Union representation at each and every step.

Grievances may be filed on behalf of two (2) or more employees only if the same facts, issues and requested remedy apply to all employees in the group.

Section 10.3 – Subject Matter

Only one (1) subject matter shall be covered in any one (1) grievance. A grievance shall contain a statement of the grievant's position, the article and section of the agreement allegedly violated, the date of the alleged violation, the relief sought, the signature of the grieving employees, and the date.

Section 10.4 – Time Limitations

Grievances may be withdrawn at any step of the grievance procedure without precedent. Grievances not appealed within the designated time limits will be treated as withdrawn grievances.

The Employer's failure to respond within the time limits shall not find in favor of the grievant but shall automatically advance the grievance to the next step. Time limits may be extended by mutual agreement.

<u>Section 10.5 – Investigation</u>

With forty-eight (48) hours' notice, the representatives shall be permitted reasonable time at the beginning and end of the workday to investigate established grievances on the Employer's property without loss of pay.

Section 10.6 – Grievance Meeting

A maximum of two (2) employees (the grievant and the Union representative) per work shift shall be excused from work with pay, to participate in a Step 1 or Step 2 grievance meeting. A maximum of two (2) employees (the grievant and the Union representative) per work shift shall be excused from work with pay, to participate in a Step 2 or Step 3 grievance meeting. The employees shall only be excused for the amount of time reasonably required to present the grievance. The employees shall not be paid for any time during which a grievance meeting occurs outside of the employee's work shift. In the event of a grievance, the employee shall first perform his/her assigned work task and file his/her grievance later.

Section 10.7 – Steps in Grievance Procedure

Disputes arising under this agreement shall be resolved as follows:

In the interest of resolving disputes at the earliest possible time, it is agreed that an attempt to resolve a dispute shall be made between the employee and his immediate supervisor. The employee shall make his complaint to his immediate supervisor. The supervisor will notify the employee of the decision within five (5) working days following the day when the complaint was made. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances. In the event of a complaint, the employee shall first complete his assigned work task and complain later.

(a) Step
$$1 - Sheriff$$

The Union shall prepare a written grievance, on a form mutually agreed to, and presented to the Sheriff no later than ten (10) working days (excluding Saturdays, Sundays, and holidays) after the occurrence that gave rise to the grievance. Within five (5) working days after the grievance has been submitted to the Sheriff, the Sheriff shall meet with the grievant and the Union representative to discuss the grievance and make a good faith attempt to resolve the grievance. The Sheriff shall respond in writing to the grievant and the local representative within five (5) working days (excluding Saturdays, Sundays, and holidays) following the meeting. If the resolution of the grievance requires the expenditure of money beyond the available budget funds or is in excess of five hundred dollars (\$500.00), the grievance shall be referred to Step 2. Grievances otherwise denied by the Sheriff may also be advanced to Step 2.

If the grievance is not settled at Step 1, the grievance will be referred, in writing, to the County Board within five (5) working days (excluding Saturdays, Sundays, and holidays) after the decision of the Sheriff. Within thirty (30) working days after the grievance has been filed with the

Board, the Board shall meet with the Union and the grievant to discuss the grievance and make a good faith effort to resolve the grievance. The Sheriff and the Union will have the right to present evidence and witness testimony including cross examination of witnesses. If the Board fails to respond in writing to the grievant and the Union within five (5) working days (excluding Saturdays, Sundays, and holidays) following the meeting, the grievance will be referred to Step 3.

(c) Step 3 - Arbitration

If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration within ten (10) working days after receipt of the County's answer in Step 2. The parties, by mutual agreement in writing, may submit more than one (1) grievance to the same arbitrator. The parties shall attempt to agree upon an arbitrator within ten (10) calendar days after receipt of notice of referral. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union. Such letter shall request the arbitrator to set a time and place for the hearing, subject to the availability of the Employer and the Union representatives, and shall be held in the City of Carlinville, Illinois, unless otherwise agreed to. Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator.

In the event the parties are unable to agree upon an arbitrator within said ten (10) day period, the parties shall immediately request the Illinois Labor Relations Board to submit a panel of seven (7) arbitrators. Either party may reject one entire panel of arbitrators. From an acceptable panel, the arbitrator shall be selected by the alternate striking of names. The party demanding arbitration shall strike the first name, after which the other party shall strike a name. After six (6) names are stricken by this procedure, the remaining person shall be the arbitrator. The arbitrator shall be notified of his selection requesting that a date and time for the hearing, subject to the availability of the County and the Union representatives, be set. All arbitration hearings shall be held in Carlinville, Illinois.

The Employer or Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its witness. The expenses and fees of the arbitrator and the cost of the hearing room shall be shared equally by the parties. The decision and award of the arbitrator shall be made within forty-five (45) days following the hearing and shall be final and binding on the Employer, the Union and the employee or employees involved. The arbitrator shall have no power to amend, nullify, ignore, add to, or subtract from, the provisions of this agreement.

ARTICLE XI – SENIORITY/LAYOFFS/RECALLS

Section 11.1 – Probation

(a) Sworn Deputies

Sworn deputies shall serve a probationary period of either twelve (12) month or until they receive a certification from the Illinois Law Enforcement Training and Standards Board

("ILETSB") stating they have met the Minimum Standard Basic Law Enforcement Training Requirements, whichever is longer.

(b) Correctional Officers

Correctional officers shall serve a probationary period of either twelve (12) months or until they receive a certification from the Illinois Law Enforcement Training and Standards Board ("ILETSB") stating they have met the Minimum Standard Basic Correction Officer Training Requirements, whichever is longer.

(c) Telecommunicators

Telecommunicators shall serve a probationary period of twelve (12) months provided he or she has successfully completed, within a twelve (12) month period, all required training for telecommunicators. In the event a probationary telecommunicator has not successfully completed all required telecommunicator training within twelve (12) months from the date of his initial employment, his or her probationary period will continue until he successfully completes all telecommunicator training.

(d) Other Bargaining Unit Employees

Crime analysis, clerks, cooks, bailiffs/court security officers, maintenance engineers, and janitors shall serve a probationary period of six (6) months.

(e) Discharge

During the probationary period, the employee shall be subject to dismissal for any reason without recourse to the grievance procedure.

(f) Seniority Granted

Upon the completion of the probationary period, the employee shall be granted seniority rights from his or her most recent date of hire.

(g) Use of Leave While On Probation

Probationary employees will be entitled to eight (8) hours of sick leave per month but cannot start accumulating sick time until after ninety (90) days of continuous employment with the Sheriff's Office.

Section 11.2 – Definitions of Classifications and Seniority

The County of Macoupin/Macoupin County Sheriff and the Policemen's Benevolent Labor Committee, representing the Macoupin County Sheriff's Office Policemen's Benevolent Labor Committee members of two bargaining units, as described here:

Unit A: Road Deputies, Court Security Officers, Correctional Officers, Telecommunicators, Bailiffs, Deputy Clerk, Office Clerk, Janitors, Cooks, Crime Analysts, Maintenance Engineer.

Unit B: Deputy Sergeants, Lieutenants, Captains, Corrections Sergeants and Telecommunications Sergeant.

The parties agree to amend their collective bargaining agreements to clarify the issues of seniority, bidding, promotions, transfers, and special assignment positions:

(a) Definitions of Types of Seniority

The following types of seniority are applicable to both bargaining units (except subparagraph (iv), which applies only to Command Officers:

- (i) County Employment Seniority: The length of continuous service an employee has been employed full time by Macoupin County.
- (ii) Sheriff's Office Seniority: The length of full-time service an employee has held any position(s), in or out of the PBLC bargaining units, within the Macoupin County Sheriff's Office.
- (iii) Classification Seniority: The length of full-time service an employee has held any of the Policemen's Benevolent Labor Committee bargaining unit general classifications within the Macoupin County Sheriff's Office. General classification seniority applies to both bargaining units regardless of rank held.
- (iv.) Rank Seniority: The length of time an employee has held a given rank, such as Sergeant, Lieutenant and Captain. When two employees hold the same rank (such as sergeant), the employee who has held the rank longest will have preference when seniority in rank is an issue.
- (b) Definitions of Types of General Classifications and Positions within those General Classifications
 - (i) General Classification: The two bargaining units of the Policemen's Benevolent Labor Committee Macoupin County Sheriff's Office are composed of the following general classifications: Road Deputy, Correctional Officer, Telecommunicator, Bailiff, Clerk, Janitor, Maintenance Engineer, and Cook. Positions (including ranking or command positions such as Sergeant, Lieutenant, Captain, etc.) within a general classifications may include but are not limited to the following:
 - (ii) Road Deputy classification includes full time sworn Sheriff's Deputies who hold the following positions, appointments, or ranks: Road Deputies, DARE officer, Investigators, School Resource Officer, Task Force Investigator, K-9 Officer, Sergeants, Lieutenants, Captains, or any other rank below Chief Deputy. It may also include other positions which as of this time have not been created.

- (iii) Corrections Officer classification includes full time corrections officers, Sergeants, or any other rank below Jail Superintendent. It may also include other positions which as of this time have not been created.
- (iv) Telecommunicator classification includes full time telecommunicators, telecommunications sergeant and LEADS Coordinator. The telecommunicator classification may also include other positions which as of this time have not been created.
- (v) Bailiff classification includes full time bailiffs and court security officers. The bailiff classification may also include other positions which as of this time have not been created.
- (vi) Clerk classification includes full time office clerks, deputy clerks, secretaries, and crime analysts. The clerk classification may also include other positions which as of this time have not been created.
- (vii) Janitors classification includes full time janitors. The janitor classification may also include other positions which as of this time have not been created.
- (viii) Maintenance engineer classification includes full time maintenance engineers. The maintenance engineers classification may also include other positions which as of this time have not been created.
- (ix) Cook classification includes full time forty (40) hour cooks and thirty (30) hour cooks. The cook classification may also include other positions which as of this time have not been created.

(c) Special Assignment and Rank Positions

- (i) Certain positions of special assignment within the Sheriff's Office general classifications have been filled by appointment of the Sheriff. Existing appointed special assignment positions include the Investigators, DARE officer, Maintenance Engineer, Task Force, School Resource Officer, K-9 Officer, and Crime Analysts. Other special assignment positions which do not exist now may be created from time to time. Time spent in a special assignment counts toward an employee's general classification seniority.
- (ii) A special assignment position which is vacate by the employee holding that position, or a new special assignment position, shall be filled in accordance with Article XI, Section 3. Any special assignment position vacancy which is within the bargaining units must be first offered by bid, to bargaining unit employees before a new employee is hired for the position.
- (iii) An employee who vacates a special assignment position (for reason other than discharge) may return to his/her regular general classification position by bidding a shift assignment by general classification seniority. Employees

"bumped" by this process may bid their new shift by general classification seniority.

(d) Appointments to Ranking Positions

The following conditions apply to filling prospective ranking positions in all general classifications:

- (i) Promotion to sergeant requires at least two years of service in a non-ranking position in the same general classification as the promotion position.
- (ii) Any promotion to a higher rank within the bargaining units must be progressive from a lower rank (i.e.: in order to be promoted to a lieutenant position, employee must first hold a sergeant position). The exceptions to this are the Chief Deputy and Jail Superintendent positions, which may be filled by appointment from within the bargaining unit without regard to rank or seniority or from outside the bargaining units.
- (iii) Demotion from a ranking position within the bargaining units may only occur if there is just cause for the demotion. An employee demoted for just cause will be entitled to return to the next lower rank, or in the event of more serious discipline, may be demoted to a non-ranking position.

(e) Chief Deputy and Jail Superintendent Promotions Out of Bargaining Unit:

A bargaining unit employee who is promoted from out of the bargaining units to the position of Chief Deputy of Jail Superintendent, and who later returns to the bargaining units for reasons other than termination, shall have his seniority rights impacted in the following manner:

- (i) Classification seniority shall cease to accumulate for the period during which any employee holds the Chief Deputy position. Classification seniority which has accumulated prior to the promotion will remain at that level until the employee returns to the bargaining unit, at which time the employee will again begin accruing classification seniority within the bargaining unit.
- (ii) An employee who is promoted to the Chief Deputy or Jail Superintendent position from the Command Officer's bargaining unit will not be entitled to return to a formerly held rank position (i.e.: Sergeant, Lieutenant, Captain) in the event he is demoted from the Chief Deputy or Jail Superintendent position, if the formerly held rank position has been filled by promoting another employee.

(f) Seniority Applications

Seniority, as defined in Section 11.2(a), Definitions of Types of Seniority, will be applied in the following manner, for all bargaining unit members:

- (i) Seniority for longevity pay will be based upon Sheriff's Office seniority.
- (ii) Seniority for vacation accumulation will be based on total county employment seniority.
- (iii) Seniority for pension accumulation shall be based on total county employment seniority.
- (iv) Seniority for shift selection will be based on general classification seniority (for Unit A) or rank seniority (for Unit B).
- (v) Seniority for lay-offs will be based on general classification seniority.
- (g) Shift Bidding and Transfers
 - (i) Shift bidding is the selection of a new shift schedule within the employee's general classification or special assignment. Shift bidding may occur once annually during the fiscal year between November 1 and November 15. Annual shift bids will take effect between January 1 and January 7 of each year. Shift bids may occur more often if triggered by a vacancy created within one of the general classification schedules when an employee is promoted to a higher rank, transfers to a different general classification, retires or terminates employment. Shift bids created by vacancies, promotions, etc. will take effect as soon as practical.
 - (ii) Transfers occur when an employee moves from one general classification to another general classification, or moves into a special assignment position within their present general classification.
- (h) Overtime Work Sharing Between Bargaining Units and Within General Classifications
 - (i) Employees will be allowed to share in overtime opportunities and extra assignments as part of a Sheriff-wide call-out list for overtime opportunities, subject to the provisions of Article XII Hours of Work and Overtime, Section 2, Overtime, and "b" below.
 - (ii) Overtime in general classifications will be shared as follows: Uniformed Road Deputies, regardless of rank, will have first opportunity to share overtime on the road; non-uniformed Road Deputies, regardless of rank, will share overtime according to their assignment. All overtime in Corrections will be shared among Corrections employees regardless of rank. All overtime in Telecommunications, Clerk, Janitor, Maintenance Engineer, and Cook general classifications will be shared among the employees in each respective general classification.

Section 11.3 – Bidding Rights

All full-time employees covered by this Agreement shall have the right to bid, according to Seniority, on Shift Assignments, all vacancies and new positions, if qualified. Qualifications shall be determined by the Employer.

The Employer agrees to post, for ten working days, all vacancies, new positions, special assignments, and job promotions. The posting will include a job description and the qualifications the Employer deems necessary. Qualifications being equal, the most senior bidder will be the successful bidder. Past job performance will be considered in determining qualifications. Employees who successfully bid shall serve a six (6) month trial period. During such trial period, the employee may be returned to his/her former position, without loss of seniority if the employee has exhibited substantial shortcomings in the performance of his/her new duties.

Section 11.4 – Loss of Seniority

Seniority and the employment relationship shall be terminated if an Employee:

- (a) quits;
- (b) is discharged;
- (c) is absent from work two (2) consecutive days without notification to and approval by the Employer, unless the employee is unable to notify the Employer because of physical incapacity or other reasonable excuse;
- (d) is laid off for more than eighteen (18) months or fails to report to work within ten (10) working days after having been recalled from layoff;
- (e) fails to report for work at the termination of a leave of absence;
- (f) if an employee on a leave of absence for personal health reasons accepts other employment without permission; or
- (g) if he or she is retired.

Section 11.5 – Seniority List

The Employer shall post and supply to the Union, an updated seniority list for bargaining unit employees on a current basis.

Section 11.6 – Bumping Rights

Each contract year between November 1 and November 15 employees with greater seniority within their classification shall notify less senior employee(s) and the Sheriff that he/she will be displacing or bumping fellow employees of lesser seniority from the less senior employee's assigned work schedule. The bumping/new placement work shift schedule will occur January 1 through 7 of the following year wherever the shift change does not create schedule problems.

Section 11.7 - Layoffs

When the Employer determines that layoffs are necessary, the Employer shall have the sole discretion to determine the number of employees to be laid off. Employees shall be laid off within general classifications in the inverse order of general classification seniority.

Section 11.8 – Recalls

Employees shall retain recall rights for eighteen (18) months. If the Employer authorizes that a vacancy be filled, employees on layoff with recall rights shall be recalled by seniority.

ARTICLE XII - HOURS OF WORK AND OVERTIME

Section 12.1 – Hours of Work

The work schedule in effect for other classification on September 1, 2023 will continue. The Sheriff will meet and, if requested to, bargain any schedule changes with the Union prior to making any changes to schedules. The Union shall have the right to bargain over any significant changes to the schedules. Any impasse resulting from such bargaining will be resolved in accordance with Section 14 of the Illinois Public Labor Relations Act.

Employees will be given forty-eight (48) hours' notice of temporary shift changes, except in cases of emergencies.

Nothing in the preceding paragraph or in this section shall preclude an employee from voluntarily agreeing to a temporary shift change with less than forty-eight (48) hours' notice. The Employer is not required to offer these hours as an overtime shift.

Part-time employees may be used to fill any shifts where all eligible full-time employees have refused the shift. If all part-time employees refuse the shift, the least senior full-time employee will be ordered to fill the shift. Additionally, part-time employees may be utilized to perform prisoner transports (pickups) to and from facilities outside Macoupin County. The Sheriff will make every reasonable effort to schedule prisoner pickups on designated days, and transports will be performed on these days only, unless mitigating factors exist which will require a prisoner pickup sooner. Prisoner pickups on other than designated days will require approval of a supervisor. For the purpose of prisoner pickups, the Sheriff may utilize part-time employees at any time.

Section 12.2 – Breaks

All employees covered by this Agreement shall receive a thirty (30) minute paid dinner break which shall be taken when duty allows. In addition, two (2) paid breaks of twenty (20) minutes each shall be allowed. Telecommunicators shall schedule their breaks to allow no fewer than two (2) telecommunicators in the dispatch center at all times.

Section 12.3 – Overtime

(a) Types of Overtime

Overtime is defined as scheduled or incidental.

- (i) Scheduled overtime is defined as the filling of a shift vacancy created by absence of a full-time employee, or any extra shifts created to expand coverage in the schedule.
- (ii) Incidental overtime is defined as overtime occurring in conjunction with an employee's regular duties.

(b) Overtime Opportunities

All employees shall be given equal opportunity for overtime. Overtime shall be offered to the employees in classification, beginning with the most senior based on general classification seniority.

(c) Overtime Pay

All overtime will be paid at the rate of time and one-half (1 ½). Overtime will be paid for all hours worked beyond:

- (i) the normal workday [either eight (8), ten (10), or twelve (12) hours], or
- (ii) beyond the normal work period of one hundred sixty (160) hours in twenty-eight (28) days.

(d) Compensatory Time

- (i) If they so desire, employees may elect to take compensatory leave time in lieu of overtime wages, holiday premium pay, and/or vacant shift overtime pay. Employees may not earn compensatory time for overtime worked when the overtime is paid for out of or reimbursed by non-County funds.
- (ii) Employees may accumulate such compensatory time up to eighty (80) hours.
- (iii) Compensatory leave time shall be scheduled such that it will not cause the Employer to pay overtime wages to other employees. Request to use compensatory time may not be made more than ninety (90) days in advance of the dates requested to be off.
- (iv) Compensatory time may be paid to the employee at the end of the fiscal year if the employee requests payment to be made.

Section 12.4 – Court Time

Employees covered by this agreement required to attend court outside their regularly scheduled work hours shall be compensated for a minimum equivalent to four (4) hours pay at the

employee's regular straight time rate. Employees required to file charges outside their regularly scheduled work hours shall be for a minimum of three (3) hours pay at the employee's straight time rate.

Section 12.5 - Sheriff's Office Callout

All employees covered by this Agreement called out to work outside of regularly scheduled work hours shall be compensated for a minimum of two (2) hours at time and one-half (1 $\frac{1}{2}$) the straight time rate. Anything over two (2) hours, the employee shall be compensated for each hour at the rate of time and one-half (1 $\frac{1}{2}$) the straight time rate.

The Employer agrees that all future callouts will be based on the agreed procedure. Dispatcher callouts shall be on the basis of seniority for those employees who are regularly scheduled off for the Sheriff's Office on the day of the call-out shift. If no employee who is regularly scheduled off for the Sheriff's Office on the day of the call-out shift accepts the call-out, the call out shall become available, on the basis of seniority, to those employees who physically worked for the Sheriff's Office that day. If no one who physically works accepts the call out, the call out shall become available, on the basis of seniority, to those employees who took off their regularly scheduled day. If no one accepts the call-out, the employee who is lowest in seniority and did not physically work or did not take off vacation, compensatory time, personal leave or sick leave the day of the call-out shall be ordered in. Part time employees shall be offered call out shift before any employee is ordered in for shift. Matron callouts shall follow the same process as described herein.

Section 12.6 – Special Duty Travel Time

Off-duty officers assigned to special duty will be compensated for driving time at premium pay rate (1.5X).

Section 12.7 – Vacant Shifts

If at any time a vacant shift has to be filled on the road, it will be first offered to a full-time, off-duty deputy. If at any time a vacant shift has to be filled in the jail, it will be first offered to a full-time, off-duty jailer. In both instances, the vacancies will be filled by off-duty personnel by seniority rotation from the availability list. Off-duty court security officers may be offered overtime in the jail after all full-time off-duty correctional officers have been offered the shift and declined, whenever a third correctional officer is scheduled to work. Hospital duty will be offered equally among road deputies, corrections officers and bailiffs by seniority.

If no off-duty employee accepts the shift vacancy, the Employer will then offer the vacant shift to an on-duty employee, by seniority.

Vacant shifts in the Courthouse (bailiff/court security vacancies) may be offered as overtime equally among all road deputies and correctional officers, by seniority if all court security and bailiffs decline.

ARTICLE XIII - VACATIONS

Section 13.1 – Vacation Leave

(a) Vacation Accrual

All employees in the bargaining unit shall receive paid vacation leave according to the following schedule:

Years of Service	Hours of Vacation Leave
After one (1) year	Forty (40) hours
After two (2) years	Eighty (80) hours
After three (3) years	Eighty-eight (88) hours
After four (4) years	Ninety-six (96) hours
After five (5) years	One hundred four (104) hours
After six (6) years	One hundred twelve (112) hours
After seven (7) years	One hundred twenty (120) hours
After eight (8) years	One hundred twenty-eight (128) hours
After nine (9) years	One hundred thirty-six (136) hours
After ten (10) years	One hundred forty-four (144) hours
After eleven (11) years	One hundred fifty-two (152) hours
After twelve (12) years	One hundred sixty (160) hours
After twenty (20) years	Two hundred (200) hours

(b) Vacation Carryover

Employees shall be permitted to carry over a maximum of twenty-four (24) hours of vacation time into the following year from which it was earned. Any carryover vacation time must be utilized within the first three (3) months of that calendar year.

Section 13.2 – Vacation Pay

All vacation leave will be paid at the regular hourly rate.

Section 13.3 – Working During Vacation

Employees may elect to work while on vacation, if needed by the Employer.

<u>Section 13.4 – Vacation Requests</u>

Except for an occasional day which is taken as vacation leave, all employees must submit, in writing, to the Sheriff or their designee, a schedule of desired vacation at least thirty (30) days in advance of the start of the vacation, but not more than forty-five (45) days prior to their anniversary date. Vacation anniversary date for telecommunicators and road deputies will be January 1 each year. Telecommunicators will only be allowed two (2) single day vacation usages during the months of June, July and August. All other vacation leaves will be consecutive days off

during these three months. Employees shall be notified within five (5) days if his/her vacation is approved. At least three (3) days' notice shall be given for one (1) day of leave. Vacation requests of less than three days' notice may be allowed if the request does not cause involuntary schedule changes or overtime. The Sheriff or their designee shall have the right to alter any schedule if he deems it to be in the best interest of the Sheriff's Office to do so to accomplish the work of the bargaining unit.

Section 13.5 - Vacation Pay Upon Termination

All accumulated vacation time will be pro-rated and paid to an employee upon termination of employment.

ARTICLE XIV – HOLIDAYS

Section 14.1 – Paid Holidays

(a) Observed Holidays

The following holidays are considered paid holidays for all union employees unless otherwise specified in this section:

Holiday	Observed Day	
New Year's Day	January 1st	
Martin Luther King, Jr.'s Birthday	3 rd Monday in January	
President's Birthday	3 rd Monday in February	
Memorial Day	Last Monday in May	
Independence Day	July 4 th	
Labor Day	1st Monday in September	
Columbus Day	2 nd Monday in October	
Election Day	1st Tuesday in November in Even Years	
Veteran's Day	November 11 th	
Thanksgiving Day	4 th Thursday in November	
Day Following Thanksgiving	4 th Friday in November	
Christmas Eve	December 24 th	
Christmas Day	December 25 th	
New Year's Eve	December 31 st	

(b) Bailiff's and Janitor

All bailiffs and janitor shall receive the same holidays as the Court House Employees and shall observe their holidays on the same day that the Court House Employees observe their holidays, however premium pay shall not be paid for the two (2) half (½) holidays. Those holidays shall be:

New Year's Day General Election (even numbered years)

Martin Luther King Jr.'s Day
Lincoln's Birthday

Veteran's Day
Thanksgiving Day

President's Day Day following Thanksgiving Day

Memorial Day Christmas Eve Independence Day Christmas Day Labor Day New Year's Eve

Columbus Day

(c) Holiday Pay

When a holiday falls on an employee's regularly scheduled day off, such employee shall be paid eight (8) straight time hours for that day, except probationary employees. The parties understand that such paid time is not to be pyramided for purposes of overtime, but is compensation for a paid holiday. Employees working a ten (10) or twelve (12) hour shift shall only receive the eight (8) hours for holidays.

(d) Scheduling Time Off on a Holiday

Any employee, who is scheduled to work a holiday and wishes to take the holiday off, shall submit a request for time off slip to their supervisor. If approved, the Sheriff shall allow the employee to earn and utilize eight (8) hours of holiday pay as compensation for a holiday not worked. If the employee is scheduled to work more than eight (8) hours, they must supplement their holiday off with other benefit time (compensatory or vacation, not sick time) to make up the difference. Employees who utilize sick time on a scheduled holiday shall not be eligible to earn any holiday time for that day.

Section 14.2 – Working on Holidays

Employees working on a paid holiday shall receive double time and one-half for work performed on a listed holiday. The parties understand that this amount reflects time and one-half (1 ½) holiday pay for actual hours worked, added to regular pay.

Section 14.3 – Eligibility

In order to receive holiday pay, an employee must work the employee's last scheduled day before and the next scheduled day after the holiday, unless such employee is absent for work with the approval of the Sheriff.

ARTICLE XV – SICK LEAVE

Section 15.1 – Purpose

For the purpose of this section, sick leave may be used for illness, disability or injury of the employee; his/her family appointments with doctors, dentists, or other recognized practitioners; non-job-related injury for which the employee is under a doctor's care; quarantine because of

communicable disease in the family of the employee; or to cover the first three (3) days' absence due to a job-related injury. Family is defined as spouse, children, parents, sibling, mother-in-law, father-in-law, grandparents, grandchildren, stepparent, or any other person for whom the employee is legal guardian.

Section 15.2 – Accumulation

Bargaining unit employees will accrue sick days at the rate of eight hours per month. A new employee will accumulate sick leave after completion of the probationary period. Sick leave may not be utilized until it has been earned. Sick leave will normally be utilized in increments of four hours or more; however, less time may be utilized with approval of the Sheriff or their designee.

Employees will be allowed to accumulate up to two thousand eighty (2,080) hours of sick leave, of which fourteen hundred and forty (1,440) hours may be utilized for non-duty illness or injury. Upon separation from service, all accumulated sick leave may be converted to IMRF pension credit in accordance with IMRF guidelines, if the employee so elects. In addition, any employee hired prior to January 1, 2005 shall be eligible for sick leave buyback at separation of service, up to six hundred forty hours (640) of accumulated time. Any employee hired after January 1, 2005 with more than twenty (20) years of service shall be eligible for sick leave buyback at separation of service, up to six hundred forty hours (640) of accumulated time. Any accumulated sick leave beyond six hundred forty (640) hours shall be credited to IMRF pension, in accordance with IMRF guidelines. Such payment shall be made in the first pay period after the sixty-first (61st) day after retirement.

Section 15.3 – Return to Work

If any employee is absent from work because of illness or non-industrial accident for more than two (2) days, upon the employee's return to work, such employee may be required by the Sheriff, to present a certification signed by a licensed physician in order to qualify for sick leave benefits.

Section 15.4 – Sick Leave Abuse Sanctions

For the purpose of the provisions contained in this article, abuse of sick leave is the utilization of such for reasons other than those stated in Section 15.1.

Upon sufficient evidence of the abuse of such sick leave, the employee shall not be paid for such leave taken, nor shall the employee accrue any rights such as seniority or other rights. Continues abuse of sick leave shall subject the employee to disciplinary action pursuant to the terms of this Agreement.

Section 15.5 – Sick Leave Bank

Participation in the sick leave bank is voluntary on the part of any employee. Employees wishing to participate must be permanent full-time employees with a minimum of twelve (12) months of service.

A participating employee may deposit into the sick leave bank as much accrued sick leave as desired, provided that the participating employee shall retain in his or her own account at least five (5) sick days.

Employees may voluntarily enroll at any time. Employees shall wait sixty (60) calendar days after enrollment before utilizing the sick leave bank.

An employee may use up to twenty-five (25) workdays from the sick leave bank per twelve (12) month period, except that participating employees shall not use sick leave accumulated in the sick leave bank until all of their accrued vacation, personal days, sick leave and compensatory time have been used.

Any sick leave in the sick leave bank shall be only for the personal catastrophic illness or injury of the employee and may not be transferred, returned or used for any other purpose.

Injuries and illnesses that are compensable under the Workers' Compensation Act or Workers' Occupational Disease Act shall not be eligible for sick leave bank use.

ARTICLE XVI – LEAVES OF ABSENCE

<u>Section 16.1 – Personal Leaves</u>

Each year, thirty-two (32) hours with full pay may be used by the employee for personal leave for the purpose of attending to personal, legal, household, or family matters that require absence during working hours. New employees will receive a pro-rata allowance of personal leave at eight (8) hours for each three (3) months remaining in the fiscal year. Except in emergencies, the employee shall request such leave on a form provided by the Employer, processed by the Sheriff, at least forty-eight (48) hours in advance of the day to be taken but not more than ninety (90) days in advance of the day to be taken off. Personal leave must be accumulated before it may be requested.

Section 16.2 – Bereavement Leave

- (a) A full-time employee shall be granted twenty-four (24) work hours of paid bereavement leave at full pay not charged to accrued leave between the time of death and the time of the funeral or memorial service for the death of a spouse, son, daughter, brother, sister, mother, father, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparents, and grandchildren (including stepfamily members) of the employee, or relative for whom the employee is the legal guardian.
- (b) If additional leave is necessary, the employee may use compensatory time, personal leave, vacation leave, or sick leave.
- (c) The County also agrees to follow the Family Bereavement Leave Act (820 ILCS 154). Any time used under subsections (a) and/or (b) shall count toward the time

provided for under the Family Bereavement Leave Act. Section 16.3 – Prohibition Against Misuse of Leaves

Any leaves granted pursuant to the terms of this Agreement, regardless of with or without pay, under Article XVI or XVII, shall not be used for the purpose of securing other employment. An employee, during such leave, may not be gainfully employed or independently self-employed without prior approval of the Employer. Violation of the provisions contained within this agreement shall subject the employee to immediate discharge and loss of all benefits and rights accrued pursuant to the terms of this agreement.

ARTICLE XVII – UNPAID LEAVES OF ABSENCE

Section 17.1 – Criteria for Unpaid Leaves

Leaves of absence without pay may be granted for health, educational, personal, or military reserve purposes. Leaves of absence may only be granted by the Sheriff. Leaves may be granted with the following understanding between the employer and the employees:

Whether the position is held open is a determination to be made by the Sheriff. In cases where the position is held open, the position may be filled with a temporary employee. In cases where the position is not held open, employees on leave wishing to return will be considered for the first position open of the like pay and classification.

During the Leave of Absence, an employee does not accrue credit for benefits.

Section 17.2 – Health Leave

The Sheriff may grant a Health Leave to employees with six (6) months of service or more. The employee must present a written statement from a licensed physician to the Sheriff, stating the need for such leave. The length of the leave will be determined by the physician's recommendation. The maximum period of time a Health Leave will be granted is for one (1) year. Employee returning to work from a Health Leave must present a written release from their physician.

Section 17.3 – Educational Leave

An educational leave may be granted by the Sheriff to employees with six (6) months of service when the education program is of mutual benefit to both the county and the employee. The length of leave will be determined in accordance with the type of program attended. (Educational Leave should not be confused with Education Benefits).

Section 17.4 – Military Leave

Military leave shall be granted in accordance with State and Federal law.

<u>Section 17.5 – Personal Reasons</u>

A leave of absence may be granted by the Sheriff to employees who have six (6) months of service for personal reasons in nature (e.g., illness in family, marital problems, etc.). The length of the leave will not exceed six (6) months.

Section 17.6 – Workers' Compensation

A leave of absence conforming to applicable state regulations shall be granted by the Sheriff to employees who have been injured while performing their work assignment for the county.

ARTICLE XVIII – GROUP HEALTH INSURANCE PROGRAM

Bargaining unit employees will pay ten percent (10.00%) of the cost of the employee health and dental premium per month.

The employees may elect to purchase dependent coverage through the group plan, but the County will not contribute toward the payment for dependent coverage.

A Cost Containment Committee shall be formed made up of designated employer representatives and up to two (2) bargaining unit members from each union that elects to participate in the committee. Such committee members shall receive regular updates regarding insurance costs, coverages, and trends provided to them by the employers as they become available. When meetings of the committee are needed, and such meetings are held during normal working hours, members shall suffer no loss of pay or benefits while attending such meetings. If such meetings are held after normal working hours, members shall receive the same stipend count board members receive.

Effective September 1, 2023, if the employee share only medical premium exceeds ninety-six dollars (\$96.00) per month or the Employers' cost per employee exceeds nine hundred sixty dollars (\$960.00) per month, either party may request to meet no later than sixty (60) days prior to the end of the plan year to mutually agree to changes to the medical plan and/or carrier to mitigate premiums costs. If no mutual agreement is reached within thirty (30) days of the first meeting of the Cost Containment Committee the parties shall submit the issue involving health and/or dental insurance to binding interest arbitration within seven (7) business days. The cost of such arbitration shall be split equally between the parties. Any and all subsequent instances where agreement cannot be reached will require the process of binding arbitration in the same manner.

ARTICLE XIX – DISABILITY, PENSION, AND RETIREMENTS

<u>Section 19.1 – Illinois Municipal Retirement Fund</u>

Each member of the Sheriff's Office shall receive such coverage as mandated by Article 7 of the Illinois Pension Code. *See*, 40 ILCS 7/1-101, et seq. Bargaining unit members, when applicable, must be enrolled in the SLEP Pension Plan. Those bargaining unit members who do

not meet these criteria are prohibited from inclusion. Part-time auxiliary or special deputies are not eligible to participate in the fund.

Section 19.2 - Sheriff's Law Enforcement Plan

To be eligible to participate in the Sheriff's Law Enforcement Plan ("SLEP") under Article VII of the , bargaining unit members must satisfy the following criteria as established by the Illinois Municipal Retirement Fund ("IMRF"), which administers the fund:

- (a) Work full-time in the office of the Sheriff. Full-time is determined by County personnel policies usually thirty-five (35) to forty (40) hours per week, fifty-two (52) weeks a year;
- (b) Be appointed by the Sheriff. Said appointment must be in writing and must be signed by the Sheriff;
- (c) Take an oath or affirmation in the same form as required of the Sheriff. This form is to be filed in the Office of the County Clerk;
- (d) The appointment cannot exceed the number of appointments allowed by the county board;
- (e) Must be certified by the merit commission, if a merit commission exists, as qualified for appointment;
- (f) Never have been classified as a conscientious objector by a local selective service draft board; and
- (g) Must be a U.S. Citizen.

Bargaining unit members satisfying the above-referenced criteria, when applicable, must be enrolled in the SLEP Pension Plan. Those bargaining unit members who do not meet these criteria are prohibited from inclusion in SLEP. Telecommunicator's hired after September 1, 2003, part-time auxiliary, or special deputies are not eligible to participate in SLEP.

Section 19.3 – Salary Savings Plan

The Employers will establish/maintain an approved deferred compensation plan under Section 457 of the Internal Revenue Code. The Employers will use due diligence in selecting a vendor to administer this plan, with the goal of keeping administrative costs low and providing employees with a broad selection of mutual funds and other investments.

ARTICLE XX – WAGES

Section 20.1 – Wages

(a) Base Pay

The Wage Schedules for employees are attached to this Agreement as Appendix C. The wages in Appendix C, effective during the term of this Agreement, reflect the following increases:

Effective Date	Increase to Base Pay
September 1, 2023	One percent (1.00%) market adjustment + three percent (3.00%)
September 1, 2024	One percent (1.00%) market adjustment + three percent (3.00%)
September 1, 2025	One percent (1.00%) market adjustment + three percent (3.00%)
September 1, 2026	One percent (1.00%) market adjustment + three percent (3.00%)

(b) Retroactivity

Wages will be paid on all hours worked or paid as if worked. Retroactive wages shall be paid to all bargaining unit employees on the payroll from September 1, 2023 until present, including those employees employed during that period but no longer employed at present.

(c) Starting Pay

With the exception of clerical employees, all employees shall be paid at a pay rate of ten percent (10.00%) below the base rate for their classification for a period of twelve (12) months. At the end of twelve (12) months, employees shall be paid the negotiated base rate for their classification.

(d) Overtime Rate Calculation

Overtime rate for all employees, except the thirty (30) hour Cook, will be computed on the basis of two thousand eighty (2,080) hours per year. The overtime rate for the thirty (30) hour Cook will be computed on the basis of one thousand five hundred sixty (1,560) hours per year.

(e) Clerical Employees

The starting rate of pay for new probationary clerical employees shall be thirty thousand three hundred dollars (\$30,300.00) per year. Upon completion of the probationary period, clerical employee base wage rate shall be thirty-one thousand three hundred dollars (\$31,300.00) per year. These salaries shall be adjusted annually by the negotiated percentage for each contract year, regardless if an employee has been hired into that position.

Section 20.2 – Longevity Schedule

The longevity incremental increases for all the employees covered under this Agreement is set forth below:

Years of Service	Percentage Increase
After five (5) years	Three percent (3.00%) increase
After ten (10) years	Three percent (3.00%) increase
After fifteen (15) years	Three percent (3.00%) increase
After twenty (20) years	Three percent (3.00%) increase
After twenty-five (25) years	Three percent (3.00%) increase
After thirty (30) years	Three percent (3.00%) increase
After thirty-five (35) years	Three percent (3.00%) increase

<u>Section 20.3 – Temporary Upgrade</u>

The Employer may temporarily assign an employee to perform the duties of another position classification, or rank. If an employee is temporarily assigned to a position or rank higher than the employee's normal position classification for a period of two (2) consecutive entire pay periods or longer, the employee shall be paid as if he or she had received a promotion into said higher position or rank retroactive to the first day of such assignment.

When an officer is required to assume the duties and responsibilities of a rank higher than that which he normally holds for any accumulated total of at least six months in a calendar year, he shall be paid the rate for the higher rank for his vacation period with any necessary adjustments to be made at the end of a calendar year.

Section 20.4 – Rank Differential

(a) Sergeants

There shall a rank differential of seven percent (7.00%) for the rank of Sergeant above the Deputy, Corrections Officer, or Telecommunicator with the same years of service within the Macoupin County Sheriff's Office.

(b) Lieutenants

There shall a rank differential of twelve percent (12.00%) for the rank of Lieutenant above the Deputy or Corrections Officer with the same years of service within the Macoupin County Sheriff's Office.

(c) Deputy Captain

There shall a rank differential of seventeen percent (17.00%) for the rank of Deputy Captain above the Deputy with the same years of service within the Macoupin County Sheriff's Office.

<u>ARTICLE XXI – MISCELLANEOUS</u>

Section 21.1 – Uniform Allowance

(a) Amount

- (i) All employees, except cooks and janitor staff, shall receive a uniform allowance of seven hundred fifty dollars (\$750.00) which shall be subject to standard payroll deductions.
- (ii) The janitorial staff and cooks, including the maintenance engineer, shall receive a annual uniform allowance of four hundred fifty dollars (\$450.00) which shall be subject to standard payroll deductions.

(b) New Employees

The Employer shall issue to new employees in telecommunications, corrections and deputy classification, two (2) start-up uniforms [two (2) pants, two (2) in-season shirts] in addition to the seven hundred fifty dollars (\$750.00) per year uniform allowance, then a seven hundred fifty dollar (\$750.00) per year allowance for each year of employment thereafter.

(c) Payment

- (i) The Employer's fiscal year is September 1 through August 31.
- (ii) Current employees shall receive their uniform allowance in the first pay period of the fiscal year.
- (iii) New employees shall receive their uniform allowance in their first pay period after their date of hire.

(d) Ballistic Vests

The Employer shall supply one (1) ballistic vest for all employees in the deputy classification. All road deputies must wear vest while on duty. Vests will be replaced in accordance with manufacturer's warranty.

Section 21.2 - Out of Town Travel and Training

Employees attending to duly related business (Crime Lab, court, inquests, classes, etc.) that is outside of Macoupin County, shall be provided a squad car for such travel. If a squad car is unavailable and a private vehicle is used, employees shall receive mileage at the IRS rate per mile for the trip. Employees will be paid for travel time. If such travel is outside a reasonable commuting distance, employees will be provided with room and board. When correctional officers are required to guard patients or inmates out of county facilities and use their own vehicles, they shall be compensated at the IRS mileage rate.

Employees who attend non-mandatory classes and must travel to the class, will be paid in compensatory time at straight time for the time in class and during travel, and will be allowed to

use a County vehicle, or will be paid the IRS mileage rate for use of their personal vehicle. Attendance must be approved in advance by the Employer.

Section 21.3 – Pay Day

The Employer shall pay employees twice per month on the 15th and the 30th of each month. Overtime pay will be paid on the 15th of each month.

Section 21.4 – Officer Safety

- (a) No officer shall be required to drive an unsafe vehicle or one that has insufficient radio equipment.
- (b) All squad cars shall be equipped with a proper first aid kit and Fire Extinguisher.
- (c) Unsafe, damaged, or missing equipment shall be reported in writing to a representative and the sheriff. A return letter shall be sent through the representative advising the officer of action taken.
- (d) For the safety of officers on the streets, there shall be:
 - (i) at least two (2) deputies on duty per shift;
 - (ii) at least two (2) corrections officers on duty per shift; and
 - (iii) at least two (2) telecommunicators working in the dispatch center at all times

Section 21.5 – Complaints of Citizens

Complaints by citizens against employees of the Sheriff's Office shall be handled in accordance with the requirements of the Uniform Peace Officers Disciplinary Act. Should the portions of the SAFE-T Act relating to citizens' complaints be repealed or otherwise overturned, the Parties agree that the following language shall apply:

Complaints against employees of the Sheriff's Office by citizens shall be in writing and signed by the complainant and all witnesses. The complaint shall be filed as a sworn affidavit where the Uniform Peace Officers Disciplinary Act applies. Any hearing shall be conducted with the Sheriff, the employee(s), and the representative.

Section 21.6 – Assignment of Cars

Assignment of squad cars to deputies and investigators shall be continued in accordance with past practice.

<u>Section 21.7 – Printing of Agreement</u>

Union shall be responsible for the printing or necessary copies of this agreement. The Union shall distribute one (1) copy to each bargaining unit employee covered by this agreement and shall also provide a copy to each new bargaining unit employee, regardless of Union membership or status, upon employment.

Section 21.8 – Indemnification

(a) Civil Litigation

In any civil cause of action brought against an Employee, resulting from, or arising out of the performance of their duties, the Employee shall be entitled to the applicable provisions and conditions set forth in 55 ILCS 5/5-1002.

(b) Legal Representation

Employees shall also be entitled to legal representation by County and/or the Sheriff, pursuant to 55 ILCS 5/5-1002. The County shall pay legal fees at the rate normally paid for such services in the community, provided, however, that the Employers retain the right to select qualified counsel.

(c) Cooperation During Civil Litigation

Employees shall be required to cooperate with County and/or the Sheriff during the course of the investigation, administration, or litigation of any claim referred to in this Article.

(d) Applicability

The County and the Sheriff will provide the protections set forth in subsections (a) and (b) above, so long as the employee is acting within the scope of their employment and where the employee cooperates, as defined in subsection (c), with the Employers in defense of the action or actions or claims. Any claims or charges against an employee filed by either of the Employers are beyond the scope of this Article.

Section 21.9 - Training

All Telecommunicators shall receive and be certified in Emergency Medical Dispatching and maintain any required re-certification(s) as required by law or the issuing organization of said certification.

All telecommunicators shall receive and be certified in CPR and maintain any required recertification(s) as required by law or the issuing organization of said certification.

All telecommunicators shall receive any training not listed herein, which, by law, requires the telecommunicator to be certified or trained, in order to carry out the duties of a 9-1-1 dispatcher.

ARTICLE XXII – SAVINGS CLAUSE AND AMENDMENTS

Section 22.1 – Saving Clause

If any provision of this agreement should be rendered or declared invalid and unenforceable by any court of competent jurisdiction, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this agreement shall remain in full force and effect and the parties agree immediately to negotiate alternative language to substitute for the invalidated provision.

<u>Section 22.2 – Mutual Agreements</u>

It shall be understood that the provisions of this Agreement may be modified at any time upon mutual agreement of the parties, provided that all such mutual amendments shall be in writing and signed by authorized representatives of the parties to be binding.

Section 22.3 – Continuing Effect

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

ARTICLE XXIII – RESOLUTION OF IMPASSE

Any impasse in any bargaining between the Union and the Employer shall be resolved by means of interest arbitration as the procedure is outlined in Section 14 of the Illinois Public Labor Relations Act, except that, unless mutually agreed upon, all hearings shall take place in Carlinville, Illinois.

<u>ARTICLE XXIV – COMPLETE AGREEMENT</u>

The parties acknowledge that during the negotiations which preceded this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement.

ARTICLE XXV – TERMINATION

This agreement shall be effective September 1, 2023 and expires August 31, 2027. It shall be automatically renewed from year to year thereafter, unless either party shall notify the other, in writing, sixty (60) days prior to the anniversary date that it desires to modify this agreement. This agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this agreement is provided to the other party in the manner set forth in the following paragraph:

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

SIGNATURES

IN WITNESS THEREOF, the parties sign this __12_day of ___March______, 2024.

COUNTY OF MACOUPIN

POLICEMEN'S BENEVOLENT LABOR COMMITTEE

Macoupin County Board Chair

V. H. "Buddy" Parker PBLC Labor Representative

MACOUPIN COUNTY SHERIFF'S OFFICE

Macoupin County Sheriff

<u>APPENDIX A – GRIEVANCE FORM</u>

(use additional sheets where necessary)

Department:	Date Filed:	
Grievant's Name:		
Last	First	M.I.
	STEP ONE	111.11
Date of incident or Date knew of Facts Givi		
Article(s) and Section(s) of Contract violate	ed:	
Briefly state the facts:		
Remedy Sought:		
Given To:	Date/Time:	
	_	
Grievant's Signature	PBLC Representative Signature	e
FMPI OVER	STEP ONE RESPONSE	
EMILOTEK	STEL ONE RESIGNSE	
Employer Representative Signature	Position	
Person to Whom Response given	 Date	
	TEP TWO	
	1111	
Given To:	Date/Time:	
Given To:	Date/Time.	
Grievant's Signature	PBLC Representative Signature	;
EMPLOYER'S	STEP TWO RESPONSE	
Employer Representative Signature	Position	
Person to Whom Response given	 Date	
	2	

STEP THREE

Reasons for Advancing Grievance:	
Given To:	
Grievant's Signature	PBLC Representative Signature
EMPLOYER S	TEP THREE RESPONSE
Employer Representative Signature	Position
Person to Whom Response Given	Date
	STEP FOUR
Given To:	
Grievant's Signature	PBLC Representative Signature
EMPLOYER'S	STEP FOUR RESPONSE
Employer Representative Signature	Position
Person to Whom Response Given	Date
	TO ARBITRATION by Benevolent Labor Committee
Person to Whom Response Given PBLC Representative	Date

<u>APPENDIX B – PBPC MEMBERSHIP FORM</u>



Membership Information

LABOR COMMITTEE

PBLC • 840 S. Spring St., Suite A • Springfield, IL 62704 217-523-5141 • www.pbpa.org

Please Print Legibly		
Name:		
Address:		
City:	State:	Zip:
Home/Cell Phone:	Work Pho	one:
Email (non-work):		
Employer:		
Job Title:		
Membership and Dues Authoriza	<u>tion</u>	
I hereby authorize the Policemen's Be bargaining representative in collective I employment with my employer. My mem to the Union's Termination of Membersh join in signing a card this card can be using representative without an election. I Union to protect my employment right acknowledge that Union membership is fense Plan coverage for critical incidents, it described in the Legal Defense Plan Do	bargaining over wages, houbership in the Union shall be ip procedure.* I understand used to obtain certification of understand and acknowleds and to represent me in surequired for me to be eligible nternal investigations, discip	urs, and other terms and conditions of econtinuous unless resigned pursuant that when a majority of my co-workers of the Union as our exclusive bargaindge that this membership allows the uch matters. I further understand and for member benefits including Legal De-
I hereby voluntarily authorize the regular by the Union and direct my employer to dues shall be deducted each pay period	o forward those amounts to	the Union in a timely manner. Such
Signature:	D	Pate:

IRS Disclaimer: Payments to the Union may be tax deductible as ordinary and necessary business expenses, however, they are not deductible as charitable donations for federal income tax purposes. Telephone Consumer Protection Act Statement: By providing my cell phone number, I understand that the Union and its affiliates may use automated calling technologies and/or text message me on my cell phone on a periodic basis, and that I can unsubscribe from these messages. The Union will never charge for text message alerts; carrier message and data rates may apply to such texts. The Union will never sell your information or release it to any 3rd party for commercial purposes.

Submit a copy of this form to: PBLC (via email at office@pbpa.org; Fax: 217-523-7677; or mail at address above); Payroll; and Unit Leadership.

^{*}See www.pbpa.org for further detail.

^{**}See www.pbpa.org to view the plan document.

APPENDIX C - WAGES

Position	Old Base	1.00% Market Adjustment + 3.00%	3.00% After 5	3.00% After 10	3.00% After 15	3.00% After 20	3.00% After 25	3.00% After 30	3.00% After 35
		New Base	Years	Years	Years	Years	Years	Years	Years
Deputy	\$57,298.87	\$59,608.01	\$61,396.25	\$63,238.14	\$65,135.28	\$67,089.34	\$69,102.02	\$71,175.08	\$73,310.34
Deputy Sergeant	\$61,312.61	\$63,780.57	\$65,693.99	\$67,664.81	\$69,694.75	\$71,785.60	\$73,939.16	\$76,157.34	\$78,442.06
Deputy Lieutenant	\$61,904.38	\$66,760.97	\$68,763.80	\$70,826.72	\$72,951.52	\$75,140.06	\$77,394.27	\$79,716.09	\$82,107.58
Deputy Captain	\$62,804.91	\$69,741.37	\$71,833.61	\$73,988.62	\$76,208.28	\$78,494.53	\$80,849.37	\$83,274.85	\$85,773.09
Telecommunicator	\$52,384.59	\$54,495.69	\$56,130.56	\$57,814.48	\$59,548.91	\$61,335.38	\$63,175.44	\$65,070.70	\$67,022.82
TC Sergeant	\$55,394.90	\$58,310.39	\$60,059.70	\$61,861.49	\$63,717.33	\$65,628.85	\$67,597.72	\$69,625.65	\$71,714.42
Correctional Officer	\$52,641.38	\$54,762.83	\$56,405.72	\$58,097.89	\$59,840.82	\$61,636.05	\$63,485.13	\$65,389.69	\$67,351.38
CO Sergeant	\$55,666.45	\$58,596.23	\$60,354.12	\$62,164.74	\$64,029.68	\$65,950.57	\$67,929.09	\$69,966.96	\$72,065.97
CO Lieutenant	\$56,258.22	\$61,334.37	\$63,174.40	\$65,069.63	\$67,021.72	\$69,032.38	\$71,103.35	\$73,236.45	\$75,433.54
Court Security	\$55,060.43	\$57,279.36	\$58,997.74	\$60,767.67	\$62,590.70	\$64,468.43	\$66,402.48	\$68,394.55	\$70,446.39
Janitor	\$43,816.77	\$45,582.59	\$46,950.07	\$48,358.57	\$49,809.32	\$51,303.60	\$52,842.71	\$54,427.99	\$56,060.83
Maintenance Engineer	\$51,947.20	\$54,040.67	\$55,661.90	\$57,331.75	\$59,051.70	\$60,823.26	\$62,647.95	\$64,527.39	\$66,463.21
Clerk	\$28,450.52	\$31,300.00	\$32,239.00	\$33,206.17	\$34,202.36	\$35,228.43	\$36,285.28	\$37,373.84	\$38,495.05
Cook	\$39,545.74	\$41,139.43	\$42,373.61	\$43,644.82	\$44,954.17	\$46,302.79	\$47,691.87	\$49,122.63	\$50,596.31
30 Hour Cook	\$29,075.14	\$30,246.87	\$31,154.28	\$32,088.90	\$33,051.57	\$34,043.12	\$35,064.41	\$36,116.34	\$37,199.83

Position	Old Base	1.00% Market Adjustment + 3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%
		New Base	After 5 Years	After 10 Years	After 15 Years	After 20 Years	After 25 Years	After 30 Years	After 35 Years
Deputy	\$59,608.01	\$62,010.21	\$63,870.52	\$65,786.64	\$67,760.24	\$69,793.04	\$71,886.83	\$74,043.44	\$76,264.74
Deputy Sergeant	\$63,780.57	\$66,350.93	\$68,341.46	\$70,391.70	\$72,503.45	\$74,678.56	\$76,918.91	\$79,226.48	\$81,603.27
Deputy Lieutenant	\$66,760.97	\$69,451.44	\$71,534.98	\$73,681.03	\$75,891.46	\$78,168.21	\$80,513.25	\$82,928.65	\$85,416.51
Deputy Captain	\$69,741.37	\$72,551.95	\$74,728.51	\$76,970.36	\$79,279.48	\$81,657.86	\$84,107.60	\$86,630.82	\$89,229.75
Telecommunicator	\$54,495.69	\$56,691.86	\$58,392.62	\$60,144.40	\$61,948.73	\$63,807.19	\$65,721.41	\$67,693.05	\$69,723.84
TC Sergeant	\$58,310.39	\$60,660.29	\$62,480.10	\$64,354.51	\$66,285.14	\$68,273.70	\$70,321.91	\$72,431.56	\$74,604.51
Correctional Officer	\$54,762.83	\$56,969.77	\$58,678.87	\$60,439.23	\$62,252.41	\$64,119.98	\$66,043.58	\$68,024.89	\$70,065.64
CO Sergeant	\$58,596.23	\$60,957.66	\$62,786.39	\$64,669.98	\$66,610.08	\$68,608.38	\$70,666.63	\$72,786.63	\$74,970.23
CO Lieutenant	\$61,334.37	\$63,806.15	\$65,720.33	\$67,691.94	\$69,722.70	\$71,814.38	\$73,968.81	\$76,187.88	\$78,473.51
Court Security	\$57,279.36	\$59,587.72	\$61,375.35	\$63,216.61	\$65,113.11	\$67,066.50	\$69,078.50	\$71,150.85	\$73,285.38
Janitor	\$45,582.59	\$47,419.57	\$48,842.15	\$50,307.42	\$51,816.64	\$53,371.14	\$54,972.27	\$56,621.44	\$58,320.09
Maintenance Engineer	\$54,040.67	\$56,218.51	\$57,905.07	\$59,642.22	\$61,431.49	\$63,274.43	\$65,172.67	\$67,127.85	\$69,141.68
Clerk	\$31,300.00	\$32,561.39	\$33,538.23	\$34,544.38	\$35,580.71	\$36,648.13	\$37,747.58	\$38,880.00	\$40,046.40
Cook	\$41,139.43	\$42,797.35	\$44,081.27	\$45,403.71	\$46,765.82	\$48,168.79	\$49,613.86	\$51,102.27	\$52,635.34
30 Hour Cook	\$30,246.87	\$31,465.82	\$32,409.79	\$33,382.09	\$34,383.55	\$35,415.06	\$36,477.51	\$37,571.83	\$38,698.99

Position	Old Base	1.00% Market Adjustment + 3.00% New Base	3.00% After 5 Years	3.00% After 10 Years	3.00% After 15 Years	3.00% After 20 Years	3.00% After 25 Years	3.00% After 30 Years	3.00% After 35 Years
Deputy	\$62,010.21	\$64,509.23	\$66,444.50	\$68,437.84	\$70,490.97	\$72,605.70	\$74,783.87	\$77,027.39	\$79,338.21
Deputy Sergeant	\$66,350.93	\$69,024.87	\$71,095.62	\$73,228.49	\$75,425.34	\$77,688.10	\$80,018.74	\$82,419.31	\$84,891.89
Deputy Lieutenant	\$69,451.44	\$72,250.33	\$74,417.84	\$76,650.38	\$78,949.89	\$81,318.39	\$83,757.94	\$86,270.68	\$88,858.80
Deputy Captain	\$72,551.95	\$75,475.79	\$77,740.07	\$80,072.27	\$82,474.44	\$84,948.67	\$87,497.13	\$90,122.05	\$92,825.71
Telecommunicator	\$56,691.86	\$58,976.55	\$60,745.84	\$62,568.22	\$64,445.26	\$66,378.62	\$68,369.98	\$70,421.08	\$72,533.71
TC Sergeant	\$60,660.29	\$63,104.90	\$64,998.05	\$66,947.99	\$68,956.43	\$71,025.13	\$73,155.88	\$75,350.56	\$77,611.07
Correctional Officer	\$56,969.77	\$59,265.66	\$61,043.63	\$62,874.93	\$64,761.18	\$66,704.02	\$68,705.14	\$70,766.29	\$72,889.28
CO Sergeant	\$60,957.66	\$63,414.25	\$65,316.68	\$67,276.18	\$69,294.47	\$71,373.30	\$73,514.50	\$75,719.93	\$77,991.53
CO Lieutenant	\$63,806.15	\$66,377.53	\$68,368.86	\$70,419.93	\$72,532.52	\$74,708.50	\$76,949.75	\$79,258.25	\$81,635.99
Court Security	\$59,587.72	\$61,989.10	\$63,848.78	\$65,764.24	\$67,737.17	\$69,769.28	\$71,862.36	\$74,018.23	\$76,238.78
Janitor	\$47,419.57	\$49,330.58	\$50,810.49	\$52,334.81	\$53,904.85	\$55,522.00	\$57,187.66	\$58,903.29	\$60,670.39
Maintenance Engineer	\$56,218.51	\$58,484.12	\$60,238.64	\$62,045.80	\$63,907.18	\$65,824.39	\$67,799.12	\$69,833.10	\$71,928.09
Clerk	\$32,561.39	\$33,873.61	\$34,889.82	\$35,936.52	\$37,014.61	\$38,125.05	\$39,268.80	\$40,446.87	\$41,660.27
Cook	\$42,797.35	\$44,522.08	\$45,857.74	\$47,233.48	\$48,650.48	\$50,110.00	\$51,613.30	\$53,161.69	\$54,756.55
30 Hour Cook	\$31,465.82	\$32,733.89	\$33,715.91	\$34,727.38	\$35,769.21	\$36,842.28	\$37,947.55	\$39,085.98	\$40,258.56

Position	Old Base	1.00% Market Adjustment + 3.00% New Base	3.00% After 5 Years	3.00% After 10 Years	3.00% After 15 Years	3.00% After 20 Years	3.00% After 25 Years	3.00% After 30 Years	3.00% After 35 Years
Deputy	\$64,509.23	\$67,108.95	\$69,122.22	\$71,195.88	\$73,331.76	\$75,531.71	\$77,797.66	\$80,131.59	\$82,535.54
Deputy Sergeant	\$69,024.87	\$71,806.57	\$73,960.77	\$76,179.59	\$78,464.98	\$80,818.93	\$83,243.50	\$85,740.80	\$88,313.03
Deputy Lieutenant	\$72,250.33	\$75,162.02	\$77,416.88	\$79,739.39	\$82,131.57	\$84,595.52	\$87,133.38	\$89,747.38	\$92,439.81
Deputy Captain	\$75,475.79	\$78,517.47	\$80,872.99	\$83,299.18	\$85,798.16	\$88,372.10	\$91,023.27	\$93,753.96	\$96,566.58
Telecommunicator	\$58,976.55	\$61,353.30	\$63,193.90	\$65,089.72	\$67,042.41	\$69,053.68	\$71,125.29	\$73,259.05	\$75,456.82
TC Sergeant	\$63,104.90	\$65,648.03	\$67,617.47	\$69,646.00	\$71,735.38	\$73,887.44	\$76,104.06	\$78,387.18	\$80,738.80
Correctional Officer	\$59,265.66	\$61,654.06	\$63,503.68	\$65,408.79	\$67,371.06	\$69,392.19	\$71,473.96	\$73,618.17	\$75,826.72
CO Sergeant	\$63,414.25	\$65,969.85	\$67,948.94	\$69,987.41	\$72,087.03	\$74,249.64	\$76,477.13	\$78,771.45	\$81,134.59
CO Lieutenant	\$66,377.53	\$69,052.55	\$71,124.13	\$73,257.85	\$75,455.58	\$77,719.25	\$80,050.83	\$82,452.35	\$84,925.93
Court Security	\$61,989.10	\$64,487.27	\$66,421.88	\$68,414.54	\$70,466.98	\$72,580.99	\$74,758.42	\$77,001.17	\$79,311.20
Janitor	\$49,330.58	\$51,318.60	\$52,858.16	\$54,443.90	\$56,077.22	\$57,759.53	\$59,492.32	\$61,277.09	\$63,115.40
Maintenance Engineer	\$58,484.12	\$60,841.03	\$62,666.26	\$64,546.25	\$66,482.64	\$68,477.12	\$70,531.43	\$72,647.37	\$74,826.79
Clerk	\$33,873.61	\$35,238.72	\$36,295.88	\$37,384.76	\$38,506.30	\$39,661.49	\$40,851.34	\$42,076.88	\$43,339.18
Cook	\$44,522.08	\$46,316.32	\$47,705.81	\$49,136.99	\$50,611.10	\$52,129.43	\$53,693.31	\$55,304.11	\$56,963.23
30 Hour Cook	\$32,733.89	\$34,053.07	\$35,074.66	\$36,126.90	\$37,210.70	\$38,327.03	\$39,476.84	\$40,661.14	\$41,880.98