COUNTY OF FAYETTE, ILLINOIS

ORDINANCE NUMBER 2015-09-08-A

AN ORDINANCE APPROVING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN FAYETTE COUNTY/FAYETTE COUNTY SHERIFF’S OFFICE AND LABORERS’ INTERNATIONAL UNION OF NORTH AMERICA, THE SOUTHERN AND CENTRAL ILLINOIS LABORERS’ DISTRICT COUNCIL AND LABORERS’ LOCAL 1197 FOR THE DURATION OF DECEMBER 1, 2014 THROUGH NOVEMBER 30, 2017

ADOPTED BY THE FAYETTE COUNTY BOARD OF THE COUNTY OF FAYETTE, ILLINOIS

THIS 8th DAY OF SEPTEMBER, 2015
AN ORDINANCE APPROVING THE COLLECTIVE BARGAINING AGREEMENT
BETWEEN FAYETTE COUNTY/FAYETTE COUNTY SHERIFF’S OFFICE AND
LABORERS’ INTERNATIONAL UNION OF NORTH AMERICA, THE SOUTHERN AND
CENTRAL ILLINOIS LABORERS’ DISTRICT COUNCIL AND LABORERS’ LOCAL 1197
FOR THE DURATION OF DECEMBER 1, 2014 THROUGH NOVEMBER 30, 2017

WHEREAS, Fayette County, Illinois (the “County”), has heretofore been duly organized
and is now operating as a county under the provisions of the Illinois Counties Code, and all laws
amendatory thereof and supplementary thereto (the “Code”); and

WHEREAS, the Fayette County Sheriff and the Insurance and Personnel Committee has
negotiated the terms of a new collective bargaining agreement with the Laborers’ International
Union of North America, the Southern and Central Illinois Laborers’ District Council and
Laborers’ Local 1197 (hereinafter referred to as “Laborers’ Local 1197”) and that the certain and
specific terms are more fully set forth in the attached Collective Bargaining Agreement; and,

WHEREAS, it is in the best interests of the County to approve the attached collective
bargaining agreement.

NOW THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF FAYETTE
COUNTY, ILLINOIS:

SECTION 1. INCORPORATION OF PREAMBLES.
The County hereby finds that the recitals contained in the preambles to this Ordinance
are true and correct and does incorporate them into this Ordinance by the reference.

SECTION 2. APPROVAL OF RECOMMENDATION.
The County hereby approves the Collective Bargaining Agreement between Fayette
County and Laborers’ Local 1197 for the duration of December 1, 2014 to November 30, 2017.

SECTION 3. AUTHORIZATION TO OFFICERS.
The County Board Chairman is authorized, empowered and directed to execute the
Contract in the name of the County. The County Clerk is hereby authorized empowered and
directed to attest the signature of the County Board Chairman on such Contract. Upon passage
and signing of this Ordinance and the Contract, the County Clerk shall file a certified copy of
such executed documents.

SECTION 4. AUTHORIZATION TO OTHERS. All Officers, Employees and Agents of the
County are hereby authorized, empowered, and directed to take any and all actions necessary,
appropriate or convenient to effectuate the purposes of this Ordinance and complete the execution
of the Contract.

SECTION 5. SEVERABILITY.
If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the
invalidity of such section, paragraph, clause or provision shall not affect any of the other
provisions of this Ordinance.

SECTION 6. REPEALER.
All ordinances, resolutions, or orders, or parts thereof, in conflict with the provisions of
this Ordinance are to the extent of such conflict hereby repealed.

ADOPTED by the County Board of the Fayette County, Illinois on the
day of September, 2015, upon yea and nay vote as follows:
JEAN B. FINLEY  Aye
JACOB HARRIS  Aye
JOHN C. DANIELS, JR.  Aye
GLEN W. DANIELS  Aye
JOHN BLYTHE  Aye
DEAN J. BERNHARDT  Aye
KEITH COLE  Aye
DARRELL SCHAAAL  Aye
JOE E. KELLY  Aye
GLENN GURTNER  Aye
TROY L. PATTILLO  Absent
WADE WILHOUR  Aye
CHAD AUSTIN  Aye
JEFFERY BECKMAN  Aye

APPROVED by the Chairman of the Fayette County Board, Illinois on the 8th day of September, 2015.

Jeffery Beckman, Chairperson
Fayette County Board, Illinois

ATTEST:

Vicky L. Conder
Fayette County Clerk

(SEAL)
COLLECTIVE BARGAINING AGREEMENT

BETWEEN

FAYETTE COUNTY/FAYETTE COUNTY SHERIFF
(Cooks, Custodians and Building Maintenance)

AND

LABORERS’ INTERNATIONAL UNION OF NORTH AMERICA,
THE SOUTHERN AND CENTRAL ILLINOIS LABORERS’ DISTRICT COUNCIL
AND
LABORERS’ LOCAL 1197

DURATION: DECEMBER 01, 2014 THROUGH NOVEMBER 30, 2017
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PREAMBLE

This Agreement is entered into by the County of Fayette, a body politic, by its duly constituted County Board and the Sheriff of Fayette County, hereinafter referred to as the “Employer” and The Laborers’ International Union of North America, the Southern Central Illinois Laborers’ District Council and Laborers’ Local 1197, hereinafter referred to as the “Union”.

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Union representing the Employees in the bargaining unit, and to make clear the basic terms upon which said relationship depends. It is the intent of both the Employer and the Union to work together to provide and maintain satisfactory terms and conditions of employment, and to prevent as well as to adjust misunderstandings and grievances relating to employee wages, hours and working conditions.

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

ARTICLE 1
RECOGNITION

The Employer hereby recognizes the Laborers’ International Union of North America as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on matters relating to wages, hours and other terms and conditions of employment for all employees in the bargaining unit.

Included: All full and regular part-time employees in the position classifications of Cooks, Custodial, and Maintenance Superintendent.

Excluded: All supervisory, confidential and managerial employees as defined by the Illinois Public Labor Relations Act.

ARTICLE 2
NEW CLASSIFICATIONS AND VACANCIES

Where the Employer finds it necessary to create a new job classification, the work of which falls within the scope of the bargaining unit, the Employer and Union agree to jointly petition the State Labor Board to seek the necessary unit clarification. If the inclusion of a new position classification is agreed to by the parties or found appropriate by the Labor Board, the parties shall negotiate as to the proper pay grade for the classification. If no agreement is reached within thirty (30) calendar days from the date its inclusion was determined, the Union may appeal the proposed pay grade to the second step of the grievance
procedure. The second step Grievance Committee or Arbitrator shall determine the reasonableness of the proposed salary grade in relationship to:

(a) The job content and responsibilities attached thereto in comparison with the job content and responsibilities of other position classifications in the Employer’s workforce;

(b) Like positions with similar job content and responsibilities within the labor market generally;

(c) Significant differences in working conditions to comparable position classifications. The pay grade originally assigned by the Employer shall remain in effect pending the decision. If the decision of the second step Grievance Committee or Arbitrator is to increase the pay grade of the position classification, such rate change shall be applied retroactive to the date of its installation.

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

ARTICLE 3
NON-DISCRIMINATION

Section 1. Equal Employment Opportunity
The Employer will continue to provide equal employment opportunity for all employees, and develop and apply equal employment practices.

Section 2. Prohibition Against Discrimination
Both the Employer and the Union agree not to illegally discriminate against any employee on the basis of race, sex, creed, religion, color, marital or parental status, age, national origin, political affiliation and/or beliefs, mental or physical handicap or sexual orientation.

Section 3. Union Membership or Activity
Neither the Employer nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status.

ARTICLE 4
MANAGEMENT RIGHTS

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

(a) To direct all operations of the County;

(b) To establish reasonable work rules and schedules of work;

(c) To hire or promote, transfer, schedule and assign employees in positions and to create, combine, modify and eliminate positions within the County;

(d) To suspend, discharge and take other disciplinary action against employees under the established work rules and regulations of the County of Fayette and the provisions of this Agreement;

(e) To layoff employees;

(f) To maintain efficiency of County operations;

(g) To introduce new or improved methods or facilities;

(h) To change existing methods or facilities;

(i) To determine the kinds and amounts of services to be performed as pertains to County operations; and the number and kind of classifications to perform such services;

(j) To contract out for goods or services;

(k) To determine the methods, means and personnel by which County operations are to be conducted;

1) To determine proper uniform and attire for all personnel, to change, alter or amend this clothing and equipment as needed, and to set the dates of conversion from season to season;

2) To determine the shift or duty assignments, the number of personnel per shift or duty assignment, and to change or alter these after proper notice.

3) To require compliance with regular written department rules and regulations, and to all general orders, special orders, official notices or memorandum issued from the Sheriff of Fayette County on department letterhead, memorandum, general special order, or other identifiable department documents.
4) To establish required training sessions and qualifications for specific duty assignments and to change or amend these requirements as needed to meet departmental needs or requirements;

5) To determine the proper utilization of department equipment, the proper cleaning, care and maintenance of that equipment.

6) To retain the right to issue and/or assign any or all department equipment to employees or other individuals as necessary and directed by the Sheriff.

7) To schedule overtime work as required in the manner most advantageous to the department and in accordance with this Agreement.

8) To take whatever action is necessary to carry out the functions of the County in situations of emergency.

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

ARTICLE 5
DUES DEDUCTION AND FAIR SHARE

Section 1. Dues Deduction
Upon receipt of a written and signed authorization form from an employee, the Employer shall deduct the amount of union dues and initiation fees, if any, set forth in such form and any authorized increases therein, and shall remit such deductions monthly to the Secretary-Treasurer of the Union at the address designated by the Union in accordance with the laws of the State of Illinois. The Union shall advise the Employer of any increase in dues, in writing, at least thirty (30) days prior to its effective date. The Employer shall provide to the Local Union a list of all bargaining unit employees' names and residence address. This list shall be updated as needed.

Section 2. Dues
Each employee who on the effective date of this Agreement is a member of the Laborers' Union, and each employee who becomes a member after that date, shall, as a condition of employment, maintain his membership in good standing in the Union during the term of this Agreement.

With respect to any employee on whose behalf the Employer receives written authorization on the form attached as Appendix D, the Employer shall deduct from the wages of the employee the dues and/or financial obligation uniformly
required and shall forward the full amount to the Union by the tenth (10th) day of the month following the month in which the deductions are made. The amounts deducted shall be in accordance with the schedule to be submitted to the Employer by the Union, and will be mailed to the following address. Laborers' Local 1197, P.O. Box 56, McLeansboro, IL 62859.

Section 3. Fair Share
Any present employee who is not a member of the Union shall, as a condition of employment, shall be required to pay a fair share (not to exceed the amount of union dues) of the cost of the collective bargaining process, contract administration in pursuing matters affecting wages, hours and other conditions of employment, but not to exceed the amount of dues uniformly required of members. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall, on or after the thirtieth (30th) day of their hire, also be required to pay a fair share as defined above.

The Employer shall, with respect to any employee in whose behalf the Employer has not receive a written authorization as provided for above, deduct from the wages of the Employee the fair share financial obligation, including any retroactive amount due and owing, and shall forward said amount in which the deduction is made, subject to the following:

(1) The Union has certified to the Employer that the affected employee has been delinquent in his obligation for at least thirty (30) days;

(2) The Union has certified to the Employer that the affected employee has been notified in writing of the obligation and the requirement for each provision of this Article and that the employee has been advised by the Union of his obligations pursuant to this Article and of the manner in which the Union has calculated the fair share fee;

(3) The Union has certified to the Employer, that the affected employee has been given a reasonable opportunity to prepare and submit any objections to the payment and has been afforded an opportunity to have said objections adjudicated before an impartial arbitrator assigned by the Employer and the Union for the purpose of determining and resolving any objections the Employer may have to the fair share fee.

ARTICLE 6
UNION REPRESENTATION

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

Section 1. Grievance Processing
Reasonable time while on duty shall be permitted Union representatives for the purpose of aiding or assisting or otherwise representing employees in the handling and processing of grievances or exercising other rights set forth in this Agreement, and such reasonable time shall be without loss of pay.

Section 2. Union Negotiating Team
Members designated as being on the Union negotiating team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay. If a designated Union negotiating team member is in regular day-off status on the day of negotiations, he will not be compensated for attending the session.

Section 3. Union Steward
The Business Manager shall appoint a Steward, who may assist an employee in presenting a grievance to the County or designee during non-working time unless the County agrees to waive this right. The Steward shall be the recognized representative of the Union during working hours and shall be subject to the same terms, conditions and obligations of employment as any other employee.

ARTICLE 7
INDEMNIFICATION

Section 1. Employer Responsibility
The Employer shall be responsible for, hold employee harmless from, and pay for damages or monies which may be adjusted, assessed or otherwise levied against any employee by this Agreement.

Section 2. Legal Representation
The employee shall have legal representation by the Employer in any civil cause of action brought against an employee resulting from or arising out of the performance of duties.

Section 3. Cooperation
The employees shall be required to cooperate with the Employer during the course of the investigation, administration or litigation of any claim arising under this Article.

Section 4. Applicability
The Employer will provide the protection set forth in Section 1 and Section 2 above, so long as the employee is acting within the scope of his employment and where the Employer cooperates, as defined in Section 3, with the Employer in defense of the action or actions or claims in accordance with Illinois Law.
ARTICLE 8
NO STRIKE

Section 1. No Strike Commitment
Neither the Union nor any employee will call, instigate, authorize, participate in, sanction, encourage, or ratify any work stoppage, slow down, or the concerted interference with the full, faithful and proper performance of duties of employment with the Employer during the term of this Agreement. Neither the Union nor any employee shall refuse to cross any picket line, by whomever established.

Section 2. Performance of Duty
It is recognized that employees covered by this Agreement may be required in the line of duty to perform duties growing out of or connected with labor disputes which may arise within the County. The Union agrees that no disciplinary action or other action will be taken by the Union against any employee covered by this Agreement by reason of any such action or conduct in the line of duty.

Section 3. Resumption of Operations
In the event of action prohibited by Section 1 above, the Union immediately shall disavow such action and request the employee to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Union, including its officials and agents, shall not be liable for any damages, direct, or indirect, upon complying with the requirements of this Section.

Section 4. Discipline of Strikers
Any employee who violates the provisions of Section 1 of this Article shall be subject to immediate discharge. Any action taken by the Employer against any employee who participates in action prohibited by Section 1 above shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure, except that the issue of whether an employee in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure.

ARTICLE 9
PERSONNEL FILES

Section 1. Department Personnel Files
The Employer shall keep a central personnel file within the bargaining unit for each employee. The Employer is free to keep working files, but material not maintained in the central personnel file may not provide the basis for disciplinary or other action against an employee.

Section 2. Inspection
Upon written request of an employee, the Employer shall reasonably permit an employee to inspect his personnel file subject to the following:
(a) Such inspection shall occur within a reasonable time following receipt of request;
(b) Such inspection shall occur during daytime working hours Monday through Friday upon reasonable written request;
(c) The employee shall not be permitted to remove any part of the personnel file from the premises but may obtain copies of any information contained therein;
(d) Upon written authorization by the requesting employee, in cases where such employee has a written grievance pending, and is inspecting his file with respect to such grievance, that employee may have a representative of the Union present during such inspection and/or may designate in such written authorization that said representative may inspect the personnel file subject to the procedures contained in this Article;
(e) Pre-employment information, such as reference reports, credit checks or information provided the Employer with a specific request that it remain confidential, shall not be subject to inspection or copying.

Section 3. Notification
The employees shall be given immediate notice by the Employer when a formal, written warning or other disciplinary documentation is permanently placed in their personnel file.

Section 4. Limitation on Use of File Material
It is agreed that any material and/or matter not available for inspection, such as provided in Section 1 and 2 above, shall not be used in any manner or any forum adverse to the employee's interests.

Section 5. County Personnel Records
Under the supervision of the County Department Heads, the Personnel Secretary, which shall be the County Clerk, shall take appropriate measures to establish and maintain an adequate personnel filing system for each employee and shall have a separate personnel file containing at a minimum (1) application form for employment; (2) pertinent correspondence; (3) his initial date of employment; (4) any existing position description; (5) forms for IMRF, health and life insurance and other employee benefits; (6) information regarding current sick, personal and vacation days as submitted by Department Heads monthly. Other employee personnel files will be maintained by the Sheriff's Department.

An employee may review his personnel file upon written request up to two (2) times per year, in accordance with applicable law. Such reviews will be conducted during regular office hours and the original file may not be removed.
from the department unless otherwise required by law. No information will be made available to unauthorized personnel or persons without the express written permission of the employee in question. Such personnel records shall be considered confidential in nature.

It is important that personnel records be current and accurate. The employee should notify the County Clerk’s Office of any changes in the following:

- Name
- Home Address and Telephone Number
- Person to be notified in case of emergency or changes in that person’s telephone number or address
- Change in marital status, exemptions or beneficiary information

ARTICLE 10
DISCIPLINE AND DISCHARGE

Section 1. Discipline and Discharge
The parties recognize the principles of progressive and corrective discipline.

Disciplinary action or measures shall include only the following:

- Oral reprimand
- Written reprimand
- Suspension (notice to be given in writing)
- Discharge

Disciplinary action may be imposed upon an employee only for just cause. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure. Disciplinary action shall be taken within thirty (30) days of the events which gave rise to disciplinary charges.

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

Section 2. Limitation
The Employer’s agreement to use progressive and corrective disciplinary action does not prohibit the Employer in any case from imposing discipline which is commensurate with the severity of the offense. The Employer shall notify both the employee and the Union of disciplinary action. Such notification shall be in writing and shall reflect the specific nature of the offense.

Section 3. Predisciplinary Meeting
For discipline other than oral and written reprimands, prior to notifying the employee of the contemplated discipline to be imposed, the Employer shall notify
the Local Union of the meeting and then shall meet with the employee involved
and inform the employee of the reason for such contemplated discipline,
including any names of witnesses and copies of pertinent documents. The
Employee shall be informed of his contract rights to Union representation and
shall be entitled to such, if so requested by the employee and the employee and
Union Representative shall be given the opportunity to rebut or clarify the
reasons for such discipline and further provided that a Union Representative
shall be available within twenty-four (24) hours of notification. If the employee
does not request Union representation, a Union Representative shall
nevertheless be entitled to be present as a non-active participant at any and all
such meetings.

Section 4. Investigatory Interviews
Where the Employer desires to conduct an investigatory interview of an
employee where the results of the interview might result in discipline, the
Employer agrees to first inform the employee that the employee has a right to
Union representation; no interview shall take place without the presence of a
Union Representative. The role of the Union Representative is limited to assisting
the employee, clarifying the facts and suggesting other employees who may
have knowledge of the facts.

Section 5. Discovery
The Union and the Employer agree to provide, upon written request to the other,
copies of all:

(1) witnesses and complaints (names and addresses)

(2) all physical objects, including but not limited to, tape recordings and
    video recordings which may be related to the pending allegations

(3) a complete copy of the affected employee’s personnel file and

(4) all information or documents intended to be used by the parties in
    aggravation or mitigation.

Discovery may be requested prior to Step 3 hearing only.

ARTICLE 11
DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

Section 1. Definition of a Grievance
A grievance is defined as any unresolved difference between the Employer and
the Union or any employee regarding the application or interpretation of this
Agreement. This grievance procedure is subject to and shall not conflict with any
Section 2. Dispute Resolution
In the interest of resolving disputes at the earliest possible time, it is agreed that an attempt to resolve a dispute shall be made between the employee and his immediate supervisor.

The employee shall make his complaint to his immediate supervisor. The Supervisor will notify the employee of the decision within two (2) working days following the day when the complaint was made. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances. In the event of a complaint, the employee shall first complete his assigned work task and complain later.

Section 3. Representation
Grievances may be processed by the Union on behalf of an employee or on behalf of a group of employees. The Employer may file contract grievances directly at Step 3, Section 8 of this Article. Either party may have the grievant or one grievant representing group grievances present at any step of the grievance procedure, and the employee is entitled to Union representation at each and every step of the grievance procedure upon his request.

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

Section 4. 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 and the signature of the grieving employee(s) and the date.

Section 5. Time Limitations
Grievances may be withdrawn at any step of the grievance procedure without precedent. Grievances not appealed within the designated time limits will be treated as withdrawn grievances.

The Employer’s failure to respond within the time limits shall not find in favor of the grievant, but shall automatically advance the grievance to the next step, except Step 3. Time limits may be extended by mutual agreement.

Section 6. Grievance Processing
No employee or Union Representative shall leave his work assignment to investigate, file or process grievances without first making mutual arrangements with his supervisor. In the event of a grievance, the employee shall always perform his assigned work task and grieve his complaints later, unless the employee reasonably believes that the assignment endangers his safety.

Section 7. Grievance Meetings
The employee(s) shall only be excused for the amount of time reasonably required to present the grievance. The employee(s) shall not be paid for any time during which a grievance meeting occurs outside of the employee’s work shift. In the event of a grievance, the employee shall first perform his assigned task and file his grievance later.

Section 8. Steps in Procedure
Disputes arising under this Agreement shall be resolved as follows:

Step 1: If no agreement is reached between the employee and the Supervisor, as provided for in Section 2, Dispute Resolution, the Union shall prepare a written grievance on a form (attached as Appendix B) to be presented to the Sheriff and Chairman of the County Board no later than ten (10) working days after the employee was notified of the decision by the Supervisor. Within ten (10) working days after the grievance has been submitted, the Sheriff and Chairman of the County Board 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 and Chairman of the County Board shall respond in writing to the grievant and the Union Representative within ten (10) working days following the meeting.

Step 2: If the grievance is not settled at Step 1, the grievance may be referred in writing within ten (10) working days after the decision of the Sheriff and Chairman of the County Board, to a Committee consisting of the Sheriff and all members of the County Board. Within twenty (20) working days after the grievance has been filed with the Committee, the Committee shall meet with the Union and the grievant to discuss the grievance and make a good faith effort to resolve the grievance. The Committee shall respond in writing to the grievant and the Union within ten (10) working days following the meeting.

Step 3: If the dispute is not settled at Step 2, the matter may be submitted to arbitration within ten (10) working days after the Committee’s written decision or the expiration of the ten (10) day period if the Committee fails to render a written decision. Within ten (10) working days after the matter has been submitted to arbitration, a representative of the Employer and the Union shall request the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven (7) arbitrators. Either party shall have the right to reject an entire list of arbitrators. The Arbitrator shall be selected from the list of seven (7) by alternate strikes by the Employer representative and the Union. The Employer and the Union shall flip a coin to see who gets first strike. The person whose name remains on the list shall be the Arbitrator, provided that either party before striking any names shall have the right to reject one (1) of the arbitrators on the list. The Arbitrator shall be notified of his selection by 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 notified of the issue where mutually agreed by the
parties. All hearings shall be held in the City of Vandalia, Illinois, unless otherwise agreed to.

Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the Arbitrator.

The Employer or the 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 witnesses. Once a determination is made that the matter is arbitral or if such preliminary determination cannot be reasonably made, the Arbitrator shall then proceed to determine the merits of the dispute.

The expenses and fees of arbitration and the cost of the hearing room shall be shared equally by the Employer and the Union. Costs of arbitration shall include the Arbitrator’s fees, room cost and transcription costs. Nothing in this Article shall preclude the Employer and the Union from agree to use the expedited arbitration procedures of the American Arbitration Association. The decision and award of the Arbitrator shall be made within forty-five (45) cays following the hearing and shall be final and binding on the Employer, the Union and the employee or employees involved. The Arbitrator shall have no power to amend, modify, ignore, add to or subtract from the provisions of this Agreement.

**ARTICLE 12**
**SENIORITY**

**Section 1. Definition of Seniority**
As used herein, the term "seniority" shall refer to and be defined as the length of service or employment covered by this Agreement from the date of last hire.

**Section 2. Probation Period**
An employee is a "probationary employee" for his first six (6) months of employment. No matter concerning the discipline, layoff or termination of a probationary employee shall be subject to the grievance and arbitration procedures. A probationary employee shall have no seniority, except as may otherwise be provided in this Agreement, until he has completed his probationary period. Upon completion of his probationary period, he will acquire seniority from his date of hire.

**Section 3. Termination of Seniority**
An employee shall be terminated by the Employer and his seniority broken when he:

(a) quits; or

(b) is discharged for just cause; or
(c) is laid off pursuant to the provisions of the applicable agreement for a period of twelve (12) months; or

(d) accepts gainful employment while on an approved leave of absence from the Sheriff's Department; or

(e) is absent for three (3) consecutive scheduled workdays without proper notification or authorization; or

(f) fails to return to work at the conclusion of an approved leave of absence for a period of three (3) consecutive days.

Section 4. Seniority While on Leave
Employees will not continue to accrue seniority credit for all time spent on authorized unpaid leave of absence.

Section 5. Conflicts in Vacation or Personal Days
Employees shall select the periods of their annual vacation on the basis of seniority. Vacation schedules may be adjusted to accommodate seasonal operations, significant revision in organization, work assignments or the number of personnel in particular ranks. Provided, however, that no more than one (1) employee from each shift may take vacation at the same time and no employee shall receive priority for more than two (2) weeks vacation per year.

ARTICLE 13
LAYOFF

Where there is an impending layoff with respect to the employee in the bargaining unit, the Employer shall inform the Union in writing no later than thirty (30) days prior to such layoff, and layoffs may be initiated by the Employer only where there are insufficient funds to pay the employees in the bargaining unit, or when dictated by a change in Department staffing requirements. The Employer will provide the Union with the names of all employees to be laid off prior to the layoffs. The employees shall be laid off in accordance with their seniority unless department efficiency or budgetary restraints require a senior employee to be subject to layoff. All employees shall receive notice in writing of the layoff at least thirty (30) days in advance of the effective date of such layoffs.

No employee will be hired to perform or be permitted to perform those duties normally performed by an employee while any employee is on layoff status.

An employee that has been laid off shall have a right of recall for a period of twelve (12) months from the date of layoff. A notice of recall shall be mailed to the employee's last known address. The employee has the burden of notifying the Employer of any change of address. The failure of a laid-off employee to
report within fourteen (14) days of receiving notification will terminate that employee's right to recall.

ARTICLE 14
LEAVE OF ABSENCE/TIME OFF BENEFITS

Section 1. Holidays
The Employer and the Union agree that the County of Fayette has established a schedule of holidays to be observed during each calendar year by all County Offices and their employees. Holidays observed shall be the following:

- New Year's Day
- Martin Luther King Day
- Easter Holiday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- General Election Day
- Veteran's Day
- Thanksgiving Day
- Post Thanksgiving Day
- Christmas Eve
- Christmas Day

All County Offices shall be closed on the designated holiday; however, emergency services or other necessary services, which are provided on a day-to-day basis, will be continued. All employees eligible for holiday pay shall be entitled to the scheduled holiday off with pay. If an employee is required to work on a holiday they shall receive one and one-half (1 ½) times their applicable rate in addition to the holiday pay.

Authorized holidays which fall on Saturday will normally be observed on the preceding Friday, while those falling on Sunday will normally be observed the following Monday.

If a holiday occurs while an employee is on vacation or sick leave, that day will be treated as a Holiday and not as vacation or sick leave.

In order to qualify for holiday pay, all full-time employees shall work their last regularly scheduled work day before the holiday and their first regularly scheduled work day after the holiday.

Part-time and short-term employees will not receive holiday pay. Notwithstanding the aforementioned, part-time cooks will be paid time and one-half (1 ½) when required to work on a holiday.

Section 2. Vacations
The Union and the Employer agree that each full-time Fayette County employee shall earn vacation time based upon his continuous service to the County in accordance with the following provisions.
• After one (1) year of service two (2) weeks vacation
• After seven (7) years of service three (3) weeks vacation
• After twelve (12) years of service four (4) weeks vacation
• After twenty five (25) years of service five (5) weeks vacation

Part-time employees of Fayette County shall be entitled to a proportional amount of vacation days based upon the number of hours the employee works, after completing 1820/2080 hours of work.

Employees only accrue vacation for time worked. Under no circumstances shall vacation leave be granted in excess of the amount of accrued vacation time earned by the employee through continuous service. Vacation leave may be used in increments of not less than one-half (1/2) day.

All vacation time shall be scheduled at the Department Head’s discretion. The number of employees permitted to take vacation at the same time will be determined by the Department Head in order to maintain efficient and safe operations. Vacations will be scheduled according to individual employee choice on a first request, first service basis. In the case of conflict, the most senior employee in the situation will usually be given preference.

It is Fayette County’s philosophy that the purpose of vacation time is to provide sufficient time away from work for the physical and mental well being of our employees. Therefore, no payments will be made in lieu of taking vacation, except earned, unused vacation time at the time of termination. Once vacation is earned, it should be taken during the following year (the “Vacation Year”). Employees will not be allowed to accumulate more than twenty (20) working days of vacation.

**Section 3. Sick Days**

Sick days are considered a privilege and not considered a vested benefit. The Fayette County Board recognizes that an employee may occasionally be absent because of illness or injury and, therefore, provides paid sick days in an effort to protect the employee against loss of income in the event of such temporary absences. Employees will not be paid for unused sick leave either during the employment or when employment is terminated. Sick leave may be taken for personal non-work related illnesses, injury or disability (including physician appointments, dental, eye, and other medical related examination or treatments) and illness of members of the immediate family (spouse, children and step-children living in the home and parents).

Full-time employees after twelve (12) continuous months of employment shall be entitled to twelve (12) working days of sick leave.

Part-time employees shall be entitled to a proportional amount of sick days after completing 1820/2080 hours of work.
Short-term employees shall not be entitled to be paid for sick days.

An employee may accumulate one hundred twenty (120) sick days.

An employee who is vested in IMRF will receive one (1) month credit for retirement purposes for every twenty (20) days of unused sick time. The IMRF credit is subject to the current rules and regulations of IMRF.

Verification of illness may be required at the Department Head's discretion.

The County prohibits abuse of its sick leave policy. The Department Head shall determine if an employee has abused the sick leave policy of the County and take appropriate disciplinary action.

**Section 4. Personal Days**

After completing one (1) year of employment, all full-time employees shall be granted one (1) day per three (3) calendar months worked for personal business with full compensation; such days to be taken only upon approval of the employee's Department Head. After completing 1820/2080 hours of work, part-time employees shall receive a pro-rata amount of personal leave, depending upon their month of hire. Personal leave may not be used in increments of less than one-half (1/2) day at a time. Personal leave may not be accumulated from year to year by County employees and no payment in lieu of personal time off will be granted. Personal days shall not be taken by an employee the work day before or the work day after a holiday.

**Section 5. Bereavement/Funeral Leave**

In the event of the death of an immediate family member, an employee shall be permitted to be absent from his job for an appropriate number of days up to three (3) days per occurrence, with the Department Head's approval, and for each such day's absence the employee shall receive compensation at his normal rate of pay. If the employee desires to be absent for more than three (3) days, he may utilize previously earned, unused, vacation days or personal days and receive compensation for each such additional day's absence at his normal rate of pay, provided that the Department Head approves such additional absence.

Any absence to attend the funeral of anyone who is not a member of an employee's immediate family may be arranged with the Department Head without pay, but previously earned and unused vacation or personal days may be utilized in such case with the consent of the Department Head.

In extenuating circumstances, the Department Head may authorize more time, chargeable to vacation, personal leave, or without pay.
Section 6. Jury Duty
The Union and the Employer agree that the employees shall receive the necessary time off for jury duty and if subpoenaed as a witness in a criminal proceeding in accordance with applicable law. Employees must present a copy of the jury summons or witness subpoena to their Department Head immediately upon receipt thereof. Employees will be paid the difference between their regular base salary and any jury or witness pay received. The employee shall have the option to keep the money paid to the employee for court service and collect no pay from the County or turn said payment from the Court over to the County and receive their regular salary from the County. If released from jury duty prior to noon, the employee shall report back to work.

Jury or witness duty leave shall not include any matter in which the employee is personally involved as Plaintiff or Defendant or in which the employee appears as an expert witness.

Section 7. Prohibition Against Misuse of Leaves
During any leaves granted pursuant to the terms of this Agreement, regardless of being with or without pay, an employee may not be gainfully employed or independently self-employed without prior approval by the Employer. Violation of the provisions contained within this Agreement shall subject the employee to possible disciplinary action, up to and including discharge.

Section 8. Definition of Family
A member of the immediate family shall be defined to be any employee's mother, father, wife, husband, daughter or son, (including step or adopted), sister or brother (including half or step), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparent or grandchild.

Section 9. Requests for Leave
Requests for leave will be presented in writing to the Sheriff forty-eight (48) hours prior to the date leave is to commence. Requests for leave will be acted on, in writing, by the Sheriff within forty-eight (48) hours of receipt of request for leave.

ARTICLE 15
HOURS OF WORK/OVERTIME

Section 1. Regular Hours
The regular hours of work each day shall be consecutive except that they may be interrupted by:

(a) The employees will be permitted two (2) fifteen (15) minute coffee breaks as long as they remain on call and complete their assigned task; one (1) during the first part of the shift and one (1) in the second part of the shift.
Section 2. Work Period
The work period is defined as a regularly recurring period of fourteen (14) days.

Section 3. Workday
Up to eight (8) consecutive hours of work within a twenty-four (24) hour period constitutes the regular work day for janitors and up to twelve (12) consecutive hours for cooks.

Section 4. Work Shift
All employees shall be scheduled to work on a regular work shift in each fourteen (14) days work period. An employee may be assigned to work up to eighty (80) hours in each work period as their regular shift.

Section 5. Work Schedule
Work schedules showing the employees normal shifts, workdays, and hours for the quarter shall be posted on all department bulletin boards at all times, fourteen (14) days prior to beginning of schedule.

Section 6. Meal Periods
All employees shall be granted a lunch period of thirty (30) minutes during each shift. Whenever possible, the lunch period shall be scheduled near the middle of each shift.

Section 7. Overtime
The employees shall be paid overtime as follows:

a) Cash payment at the rate of one and one-half (1 ½) hours for each hour worked beyond eighty (80) hours in a fourteen (14) day pay period. All compensable hours shall count towards accumulation of overtime.

b) Compensatory time may be paid in lieu of overtime payment if the hourly employee so elects. Compensatory time shall be calculated at the same rate as overtime.

c) In the event that any hourly employee is called back to work outside of their regular work hours they shall receive a minimum of two (2) hours of pay or compensatory time at one and one half (1 ½) hours of their regular wage rate.

Section 8. Job Discription
The following is a job description for the position of Sheriff's Department (Cook).

The job duties and responsibilities for the position of Cook are as follows:
1. Cook and prepare daily meals for County Jail Inmates according to accepted nutritional standards and regulations.

2. Determine the menu.

3. Purchase food and supplies as needed.

4. Maintain inventory.

5. Maintains the kitchen area.

6. Oversee and train Trustees who assist with meal delivery, kitchen duties and cleanup.

7. Perform other duties and responsibilities as required from time to time.

The position of Cook will be supervised by the Fayette County Sheriff.

The minimum qualifications for the position of Cook will include; High School Diploma or equivalent, successful completion of the Food Service Sanitation Examination, and one (1) year of work related experience.

The following is a job description for the position of Maintenance Engineer:

1. QUALIFICATIONS:
   
   a. Must be a high school graduate.

   b. Must be 18 years of age and in good health.

   c. Must have the ability to recognize the need for maintenance and perform the maintenance without constant supervision.

   d. Must be "Handy" with tools and have a working knowledge of repairing minor utility failures.

2. RESPONSIBILITIES:

   a. To maintain and repair institutional property, equipment, and grounds as directed by the Sheriff.

3. JOB ANALYSIS:

   a. To advise and consult with the Sheriff on maintenance and repair needs concerning structure, equipment and grounds.

   b. To be on call for all emergencies.

   c. To inspect all equipment and systems regularly for proper functioning and safety. To inspect the building and grounds regularly for
proper functioning and safety. To inspect the building and grounds regularly for compliance with local codes, ordinances and safety regulations. To prepare and submit reports as directed by the Sheriff as indicated in the Maintenance Log.

d. To perform the following maintenance duties:

1. Any or all duties concerned with:
   a. Electricity
   b. Plumbing
   c. Mechanics (including equipment and mechanical systems
   d. Heating, Cooling, and Water Systems

2. When there is a service contract with an outside contractor, the maintenance man is not required to perform that service, however, the service is to be supervised by the maintenance man, or if after working hours the Sheriff or one of his designees will be present.

e. To perform or direct heavy custodial duties:

1. Scrubbing and buffing
2. Cleaning of storage and utility areas
3. Washing walls, ceilings and outside windows
4. Changing screens and storm windows
5. Changing light bulbs in ceiling fixtures and other housekeeping duties in very high places
6. To Direct or perform duties concerned with maintenance of grounds, parking lots, driveways, etc., including:
   a. Clean-up of all debris on grounds
   b. Snow and ice removal, except that performed under a service contract

f. To coordinate work or maintenance department with other department functions so as not to interrupt normal business functions; this may require some evenings or weekends.

g. To attend department head meetings, workshops and institutes.

h. To have a good attitude toward the public and staff and be neat in appearance.

i. To run errands and handle incoming and outgoing freight, lift and move heavy furniture and equipment, and other miscellaneous duties as directed by the Sheriff.
j. To requisition supplies and equipment for use in department activities with prior approval of the Sheriff.

k. The individual hired as maintenance engineer will be on probation for the first twelve (12) months.

ARTICLE 16
WAGES/COMPENSATION/ALLOWANCES

The wages identified in Appendix A shall be in effect from December 1, 2014 through November 30, 2017 or until a new wage schedule is negotiated between the parties to the Agreement.

ARTICLE 17
INSURANCE AND PENSION

Section 1. Insurance
The County of Fayette shall provide group health insurance benefits to eligible full-time employees. The covered employee has the option to add their spouse and children for inclusion in the insurance plan, provided appropriate deductions will be taken from the employee’s salary. Those Fayette County employees who are out of work as a result of non-work related illness or accidents, who have used up all sick leave, vacation time and personal days shall pay the premium for coverage under the said policy.

County employees who retire shall be eligible to participate in the County’s insurance plan by paying the premium for coverage under the said policies. For more details regarding such benefits, please contact the County Clerk’s Office.

Section 2. Pensions
The employer shall continue to contribute on behalf of the employees to the Illinois Municipal Retirement Fund in the amount the Employer is required to contribute by State Statute.

Section 3.
LABORERS’ NATIONAL INDUSTRIAL PENSION PLAN

Section 3.1 Laborers’ Industrial Pension
Beginning December 1, 2014, the Employer agrees to contribute to the Laborers’ National (Industrial) Pension Fund (the “Pension Fund”) for all employees covered by this Agreement in accordance with this Article.

Section 3.2
Whereas, the Pension Fund’s Board of Trustees has adopted a Funding Rehabilitation Plan ("Plan"), dated July 26th, 2010, to improve the Fund’s funding status over a period of years as required by the Pension Protection Act of 2006 ("PPA"); and

Whereas, the Plan, in accordance with the PPA, requires that the signatories to every collective bargaining agreement providing for contributions to the Pension Fund adopt one of the Schedules included in the Plan; and

Whereas, the Union and the Employer have agreed to adopt the Plan’s Preferred Schedule and wish to document that agreement,

It is hereby agreed by the undersigned Union and Employer as follows;

1. The current contribution rate to the Pension Fund of $0.72 per hour shall be increased by ten percent (10%) to the rate of $0.80 per hour effective December 1st, 2015; $0.88 per hour effective December 1st, 2016. On each anniversary of that effective date for the term of the collective bargaining agreement, the contribution rate then in effect shall be increased by another ten percent (10%) (rounded to the highest penny). The parties agree that these pension contributions that would otherwise be paid in salary or wages (including hours or portions of hours of paid holidays, vacation, sick leave, personal leave, other paid leave and overtime), instead will be contributed by the Employer (pre-tax) to the Pension Fund. The contributions are to be considered Employer contributions for purposes of the tax laws and they are not taxable income to the employees, rather taxation is deferred until benefits are paid.

2. With regards to benefits under the Pension Fund, the Plan’s Preferred Schedule provides that the Pension Fund’s current plan of benefits for the group will remain unchanged with the following exceptions:

   (a) Benefit accruals for periods after adoption of the Preferred Schedule will be based on the contribution rate in effect immediately before the Preferred Schedule goes into effect for the group, not on the increased rates required by this Schedule.

   (b) Effective April 30th, 2010 and until the Rehabilitation Plan succeeds, the Pension Fund is not permitted by the PPA to pay any lump sum benefits or pay any other benefit in excess of the monthly amount that would be payable to the to the pensioner under a single life annuity. This means that the Fund must suspend its Partial Lump Sum option, Social Security Level Income option and Widow/Widower Lump Sum option. Exceptions are made for a lump sum cash-out of a participant or beneficiary whose entire benefit
entitlement has an actuarial value of $5,000.00 or less and for the Fund's $5,000.00 death benefit.

(c) The Board of Trustees continues to have discretionary authority to amend the Rules & Regulations of the Pension Fund, including the Rehabilitation Plan, within the bounds of applicable law.

3. The Plan as a whole is deemed to be a part of the Preferred Schedule.

Section 3.3
Contributions shall be due and paid on a monthly basis. Specifically, contributions earned during a calendar month shall be due and paid by the twentieth (20th) day of the immediately following calendar month.

Section 3.4
Unless otherwise agreed by the Pension Fund, contributions shall be paid by check made payable to the "Laborers' National (Industrial) Pension Fund" and delivered to the Pension Fund at 905 16th Street NW, Washington, D.C. 20006 by U.S. Mail or commercial carrier.

Section 3.5
Together with each contribution payment, the Employer shall deliver to the Pension Fund such written reports as the Pension Fund may require to verify and properly credit the contributions. If acceptable to the Pension Fund, the Employer may submit its contribution reports electronically.

Section 3.6
The Employer shall retain the payroll records on which its contribution reports are based. The Pension Fund shall be entitled to have an independent certified public accountant audit the Employer's records from time-to-time to reasonably verify the accuracy and completeness of the Employer's contributions.

Section 3.7
Contributions to the Pension Fund are part of the compensation package that the Employer has agreed to pay the employees covered by this Agreement for their labor. In the event that the Employer fails to submit contributions and/or contribution reports as required by this Agreement, the Pension Fund shall be entitled to pursue all available legal or equitable recourse to enforce the Employer's obligations under this Agreement, without regard to any grievance or arbitration procedure under this Agreement.

Section 3.8
The Union and the Employer hereby adopt by reference the Pension Fund's Agreement and Declaration of Trust which governs the operations of the Pension Fund as a trust fund established for the purpose of providing retirement
income to eligible participants and beneficiaries. A copy of the Agreement and Declaration of Trust has been provided to the Employer.

**ARTICLE 18**  
**LABOR MANAGEMENT/SAFETY COMMITTEE**

**Section 1. Labor Management Conferences**  
The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Union Representatives and responsible Administrative Representatives of the Employer. Such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a Labor Management Conference and expressly providing the agenda for such meeting. Such meetings and locations shall be limited to:

(a) Discussion of the implementation and general administration of this Agreement.

(b) A sharing of general information of interest to the parties.

(c) Notifying the Union of changes in non-bargaining conditions of employment contemplated by the Employer which may affect employees

(d) Discussions of pending grievances on a non-binding basis to attempt to adjust such grievances and to discuss procedures for avoiding further grievances.

(e) Items concerning safety issues.

The Employer and the Union agree to cooperate with each other in matters of the administration of this Agreement, and to the degree that standards of law enforcement can be maintained for the maximum protection of the citizens of the State of Illinois.

To effectuate the purposes and intent of the parties, both parties agree to meet as necessary. Any report or recommendation which may be prepared by the Union or the employer as a direct result of a Labor Management Conference will be in writing and copies shall be submitted to the Employer and the Union.

**Section 2. Integrity of Grievance Procedure**  
It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be discussed in detail at Labor Management Conferences and any such discussions of a pending grievance shall be non-binding on either party and solely for the purpose of exploring alternatives to settle such grievance
and such grievance discussion shall only be held by mutual agreement of the Employer and the Union, nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 3. Union Representative Attendance
When absence from work is required to attend Labor Management Conferences, employees shall, before leaving their work station, give reasonable notice to and receive approval from, their Supervisor in order to remain in pay status. Supervisors shall approve the absence except in emergency situations.

ARTICLE 19
GENERAL PROVISIONS

Section 1. Use of Masculine Pronoun
The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

Section 2. Work Rules
Work rules of the Fayette County Sheriff which are not in conflict with this Agreement shall continue in full force and effect.

Section 3. Americans with Disabilities Act (ADA)
During the term of this Agreement, should either party believe that the application of the Americans with Disabilities Act (ADA) requires modification to bargaining unit members' terms and conditions of employment or to the terms of this Agreement, written notice shall be given to the other party. Agreed modifications resulting from these negotiations shall be ratified by the parties. Any impasse shall be resolved pursuant to the procedure set forth in Section 14 of the Illinois Public Labor Relations Act.

Section 4. Mandatory Substance Abuse Testing
The employees shall be prohibited from:

(a) Consuming or possessing alcohol or illegal drugs, including illegally obtained steroids, at any time during the workday or anywhere on any County premises or job sites, including all County buildings, properties, vehicles and the employee's personal vehicle while engaged in County business;

(b) Illegally selling, purchasing or delivering any illegal drugs, including illegally obtained steroids;

(c) Being under the influence of alcohol or illegal drugs, including illegally obtained steroids, during the course of the workday.
(d) Failing to report to their supervisors any known adverse-side effects of medication or prescription drugs, including prescribed steroids, which they are taking.

Where the County has reasonable suspicions to believe that an employee is then under the influence of alcohol or illegal drugs during the course of the workday, the County shall have the right to require the employee submit to alcohol or drug testing as set forth in this Agreement.

There shall be no random or unit-wide testing of employees, except random testing of an individual employee as authorized by this Agreement. The foregoing shall not limit the right of the County to conduct such tests as it may deem appropriate for persons seeking employment prior to their date of hire. Every four (4) years after December 1, following an election and certification of a Sheriff for the following four (4) years, and provided all other county employees are required to test, then all Sheriff’s Department employees may be required to submit to testing as specified.

At the time an employee is ordered to submit to testing authorized by this Agreement, the County shall provide (within twenty-four (24) hours of an order to submit to testing) the employee with a written notice of the order, setting forth all of the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. The employee shall be permitted reasonable opportunity to consult with a representative of the Union at the time the order is given. No questioning of the employee shall be conducted without first affording the employee the right to Union representation and/or legal counsel. Refusal to submit to such testing may subject the employee to discipline, but the employees’ taking of the test shall not be construed as a waiver of any objection or rights that he may have. The employee must submit to testing within one (1) hour of an order to do so.

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

(a) use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);

(b) ensure that the laboratory or facility selected conforms to all NIDA standards;

(c) establish a chain of custody procedure for both sample collection and testing that will ensure the integrity of the identity of each sample and test result. No employee covered by this Agreement shall be permitted at any time to become a part of such chain of custody;
(d) collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test, and a sufficient amount to be set aside reserved for later testing if requested by the employee;

(e) collect samples in such a manner as to preserve the individual employee's right to privacy, ensure a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample, except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable belief that the employee has attempted to compromise the accuracy of the testing procedure;

(f) confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography, plus mass spectrometry or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;

(g) provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense, providing such testing conforms with the requirements set forth in Sections (a), (b), and (f), and provided the employee notifies the Sheriff within seventy-two (72) hours of receiving the results of the tests;

(h) require that the laboratory or hospital facility report to the County that a blood or urine sample is positive only if both the initial screening and confirmation test are positive;

(i) require that with regard to alcohol testing, for the purposes of determining whether the employee is under the influence of alcohol, test results that show an alcohol concentration of .10 or more, based upon the grams of alcohol per 100 milliliters of blood, be considered positive. (Note: The foregoing standard shall not preclude the County from attempting to show that test results between .05 and .10 demonstrate that the employee was under the influence, but the County shall bear the burden of proof in such cases);

(j) provide each employee tested with a copy of all information and reports received by the County in connection with the testing and the results;

Ensure that no employee is the subject of any adverse employment action except emergency temporary reassignment with pay during the pendency of any testing
procedure. Any such emergency reassignment shall be immediately discontinued in the event of a negative test result.

The Union shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the grievance procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impaired any legal rights that employees may have with regard to such testing. Employees retain any such rights as may exist and may pursue the same in their own discretion, with or without the employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug-related problem, other than the County may require reassignment of the employee if he is then unfit for duty in his current assignment. The County shall make available a means by which the employee may obtain referrals and treatment. All such requests shall be confidential and any information received by the County, through whatever means, shall not be used in any manner adverse to the employee’s interest, except reassignment as described above.

In the first instance that an employee test positive on both the initial and the confirmatory test for drugs or is found to be under the influence of alcohol, and all employees who voluntarily seek assistance with drug and/or alcohol related problems, shall not be subject to any disciplinary or other adverse employment action by the County. The foregoing is conditioned upon:

(a) the employee agreeing to appropriate treatment as determined by the physician(s) involved, at no additional cost to the Employer;

(b) the employee discontinues his use of illegal drugs or abuse of alcohol;

(c) the employee completes the course of treatment prescribed, including an “after-care” group for a period of up to twelve (12) months; and

(d) the employee agrees to submit to random testing during hours of work during the period of “after-care”.

The employees who do not agree to the foregoing, or who test positive a second or subsequent time for the presence of illegal drugs or alcohol during the hours of work, shall be subject to discipline, up to and including discharge.

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

The employees who are taking prescribed or over-the-counter medication that has adverse side effects which interfere with the employee’s ability to perform his normal duties may be temporarily reassigned with pay to other more suitable duties.

The employees shall be prohibited from:

(a) consuming or possessing alcohol or illegal or illicit drugs, including but not limited to prescription medication for which the employee does not have a valid prescription, intoxicating compounds, and synthetic drugs, at any time during the work day or anywhere on any County premises or job sites, including all County buildings, properties, vehicles and the officer's personal vehicle while engaged in County business except as required by an officer's duties;

(b) illegally selling, purchasing or delivering any alcohol, or illegal or illicit drugs, including but not limited to prescription medication for which the employee does not have a valid prescription, intoxicating compounds, and synthetic drugs except as required by an officer’s duties;

(c) being under the influence of alcohol or illegal or illicit drugs, including but not limited to prescription medication for which the employee does not have a valid prescription, intoxicating compounds, synthetic drugs, and prescription medication that renders the employee unable to perform his job properly and safely, during the course of the work day;

(d) failing to report to their supervisor any known adverse side effects of medication or prescription drugs, including prescribed steroids, which they are taking.

When the Employer has reasonable suspicion to believe that an employee is then under the influence as described in subparagraph (c) above during the course of the work day, the Elected Official/Department Head shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. There shall be no random or unit-wide testing of employees, except random testing of an individual employee as authorized in Section 7 below. The foregoing shall not limit the right of the Employer to conduct such test as it may deem appropriate for persons seeking employment prior to their date of hire. Every four years after December 1, following an election and certification of the newly elected or re-elected official/Department Head for the following four years, and provided all other county employees, including the Sheriff’s Office
employees, are required to test, then all employees may be required to submit to
testing as specified.

At the time an employee is ordered to submit to testing authorized by this
Agreement, the Employer or Elected Official/Department Head shall provide the
employee with a written notice of the order setting forth all of the objective facts
and reasonable inferences drawn from those facts which have formed the basis
of the order to test. The employee shall be permitted reasonable opportunity to
consult with a representative of the Union. at the time the order is given;
however, such reasonable opportunity shall not be any amount of time where
spoliation may occur. No questioning of the employee shall be conducted
without first affording the employee the right to Union representation and/or legal
counsel. Refusal to submit to such testing shall subject the employee to
discipline, but the employee's taking of the test shall not be construed as a
waiver of any objection or rights that he may have.

In conducting the testing authorized by this Agreement, the Employer or
Elected Official/Department Head shall:

(a) use only a forensic laboratory or hospital facility that is licensed or is
capable of being accredited;

(b) ensure that the laboratory or facility selected conforms to all appropriate
standards;

(c) establish a chain of custody procedure for both sample collection and
testing that will ensure the integrity of the identity of each sample and test
result. No employee covered by this Agreement shall be permitted at any
time to become a part of such chain of custody;

(d) collect a sufficient sample of the same bodily fluid or material from an
employee to allow for initial screening, a confirmatory test, and a sufficient
amount to be set aside reserved for later testing if requested by the
employee;

(e) collect samples in such a manner as to preserve the individual employee's
right to privacy, ensure a high degree of security for the sample and its
freedom from adulteration.

(f) confirm any same that tests positive in the initial screening for drugs by
testing the second portion of the same sample by gas chromatography,
plus mass spectrometry or an equivalent or better scientifically accurate
and accepted method that provides quantitative data about the detected
drug or drug metabolites;
(g) provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense, providing such testing conforms with the requirements set forth in Sections 5(a), (b) and (f), and provided the employee notifies the Elected Official/Department Head within seventy-two (72) hours of receiving the results of the tests;

(h) require that the laboratory or hospital facility to report to the County that a blood or urine sample is positive only if both the initial screening and confirmation tests are positive;

(i) require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results that show an alcohol concentration of more than .00, based upon the grams of alcohol per 100 milliliters of blood, be considered positive;

(j) provide each employee tested with a copy of all information and reports received by the Employer or Elected Official/Department Head in connection with the testing and the results;

(k) ensure that no employee is the subject of any adverse employment action except emergency temporary reassignment with pay during the pendency of any testing procedure. Any such emergency reassignment shall be immediately discontinued in the event of a negative test result.

The Union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the grievance procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impaired any legal rights that employees' may have with regard to such testing. Employees retain any such rights as may exist and may pursue the same in their own discretion, with or without voluntarily seeking treatment, counseling or other support for an alcohol or drug related problem, other than the Employer may require reassignment of the employee if he is then unfit for duty in his current assignment. The Employer and/or the Elected Official/Department Head shall make available a means by which the employee may obtain referrals and treatment. All such requests shall be confidential and any information received by the Employer and/or Elected Official/Department Head, through whatever means, shall not be used in any manner adverse to the employee's interests, except reassignment as described above.
In the first instance that an employee tests positive on both the initial and the confirmatory test for drugs or is found to be under the influence of alcohol of more than .04 or greater, and all employees who voluntarily seek assistance with drug and/or alcohol related problems, shall not be subject to any disciplinary or other adverse employment action by the Employer and/or Elected Official/Department Head. The foregoing is conditioned upon:

(a) the employee agreeing to appropriate treatment as determined by the physician(s) involved, at no additional cost to the Employer;

(b) the employee discontinues his use of illegal drugs or abuse of alcohol;

(c) the employee completes the course of treatment prescribed, including an “after-care” group for a period of up to twelve (12) months; and

(d) the employee agrees to submit to random testing during hours of work during the period of “after-care”.

Employees who do not agree to the foregoing, or who test positive a second or subsequent time, or who are determined to be under the influence as described in subparagraph (c) of the first part of this Section during the hours of work shall be subject to discipline, up to and including discharge.

If an employee is determined to be under the influence of alcohol of more than .00 but .04 or less, the employee shall be prohibited from working until his breath alcohol is .00. The employee shall be allowed to use vacation time for the time that is taken until his sample is .00. If the employee has no vacation time, then the time off shall not be paid. On the third instance that an employee is determined to be under the influence of alcohol of more than .00 but .04 or less, the provisions of the voluntary election of treatment paragraph above including subparagraphs (a) through (d) may be implemented. However, should the employee not elect voluntary treatment then such employee shall be subject to discipline, up to and including discharge.

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

Employees who are taking prescribed or over-the-counter medication that has adverse side effects which interfere with the employee's ability to perform his
normal duties may be temporarily reassigned with pay to other more suitable duties or suspended with pay.

**Section 5. Union Representatives**
Authorized Union Representatives shall be permitted to visit the Department during working hours to talk with employees of the Local Union and/or Employer Representatives concerning matters covered by this Agreement.

**Section 6. Right to Examine Records**
A Union Representative shall have the right to examine time sheets and other records pertaining to the computation of any employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance, at reasonable times with the employee’s consent.

**Section 7. Personal Effects**
The Employer agree to repair or replace, as necessary, an employee’s eyeglasses, contact lenses, watches up to $50.00 and prescription sunglasses, if such are damaged or broken, if during the course of the employee’s duties, the employee is required to exert physical force or is attacked by another person. This incident is to be documented with the immediate supervisor.

**Section 8. Inoculations**
The Employer agrees to pay all expenses for inoculation or immunization shots for the employee and for members of employee’s family when such becomes necessary as a result of said employee’s exposure to contagious diseases where said employee has been exposed to said disease in the line of duty.

**Section 9. Safety Issues**
The Sheriff shall appoint a designee(s) to represent him in meeting with the Union to discuss safety issues.

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

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

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

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

The Employer shall take all reasonable steps to protect employees during working hours in the performance of their duties.

**Section 10. Bulletin Boards**
The Employer shall provide the Union with designated space on available bulletin boards or provide a separate bulletin board on a reasonable basis for use by the Union upon which the Union may post its notices. No such posting may be defamatory or partisan political in character.

**ARTICLE 20**
**SAVINGS CLAUSE**

The employer and the Union specifically recognize that certain Federal and State Laws may control certain aspects of the employer/employee relationship. They therefore agree that if any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

**ARTICLE 21**
**COMPLETE AGREEMENT**

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 22
DURATION AND SIGNATURE

Section 1. Term of Agreement
This Agreement shall be effective from December 1, 2014 and shall remain in full
force and effect until November 30, 2017. It shall continue in effect from year to
year thereafter unless notice of termination is given in writing by certified mail by
either party to the other not more than one-hundred twenty (120) days nor less
than ninety (90) days prior to expiration. The notices referred to shall be
considered to have been given as of the date shown on the postmark. Written
notice may be tendered in person, in which case the date of notice shall be the
written date of receipt.

Section 2. Continuing Effect
Notwithstanding any provision of this Article or Agreement to the contrary, this
Agreement remains in full force and effect after any expiration date for a new
Agreement or part thereof between the parties.

Section 3. Reopener
The parties agree that if either side decides to reopen negotiations making any
changes in the Agreement, the other party may so notify the other at least ninety
(90) days and no more than one hundred twenty (120) days prior to expiration of
this Agreement or the extension thereof. In the event such notice to negotiate is
given, then the parties shall meet not later than ten (10) days after the date of
receipt of such notice, or at such reasonable times as are agreeable to both
parties for the purposes of negotiation. All notices provided for in this Agreement
shall be served upon the other party by certified mail, return receipt requested.

County of Fayette:

For The Union:

County Board Chairman

Laborers’ Local 1197

Flint Taylor, Business Manager
Laborers’ Local 1197

Date: 9/18/2015

Date: 10/15/15

County Clerk Date

Clint Taylor Business Manager
Southern Central IL Laborers’ District Council

Date: 9/21/2015

Date: Oct 15 2015
## APPENDIX “A”
### SALARY SCHEDULE

<table>
<thead>
<tr>
<th>Classification</th>
<th>12-01-14</th>
<th>12-01-15</th>
<th>12-1-16</th>
</tr>
</thead>
<tbody>
<tr>
<td>Greg Williams</td>
<td>2.5%</td>
<td>2.5%</td>
<td>2.5%</td>
</tr>
<tr>
<td></td>
<td>$17.15</td>
<td>$17.93</td>
<td>$18.38</td>
</tr>
<tr>
<td>Anniversary date</td>
<td>02-28-12</td>
<td>Step increase 2% on 02-28-15 = $17.49</td>
<td></td>
</tr>
<tr>
<td>Terri Luster</td>
<td>2.0%</td>
<td>2.5%</td>
<td>2.5%</td>
</tr>
<tr>
<td></td>
<td>$10.67</td>
<td>$11.15</td>
<td>$11.43</td>
</tr>
<tr>
<td>End probation</td>
<td>03-10-13</td>
<td>pay increases to $10.00</td>
<td></td>
</tr>
<tr>
<td>Anniversary date</td>
<td>09-10-12</td>
<td>Step increase 2% on 09-10-15 = $10.88</td>
<td></td>
</tr>
</tbody>
</table>

Step increases for current County employees in the amount of two percent (2%) per hour shall be added at the hourly employees anniversary dates in years 1, 3, 5, 10, 15, 20, 25, 30, 35.

Any County employees hired after Dec. 1, 2014 shall have step increases in the amount of two percent (2%) per hour shall be added at the hourly employee’s anniversary dates in years 5, 10, 15, 20, 25.

Starting salary for all hourly employees hired after 12/01/09 shall be nine ($9.00) per hour. Upon completion of the probationary time they will then go to ten ($10.00) per hour.
Appendix "B"
GRIEVANCE REPORT FORM
FAYETTE COUNTY SHERIFF'S DEPARTMENT

STEP I
A. Date Cause of Grievance Occurred:______________________________
B. 1. Statement of Grievance:
_________________________________________________________________
_________________________________________________________________
_________________________________________________________________
2. Applicable provisions of contract_______________________________
3. Relief Sought:
_________________________________________________________________
_________________________________________________________________

Grievant Union Representative Date

C. Disposition of Supervisor _______________________________________

__________________________ ________________________
Signature Date

D. Disposition of Grievant and or Union:

_________________________________________________________________

__________________________ ________________________
Signature Date

STEP II
A. Date received by County Board or Designee:_______________________
B. Disposition of County Board or Designee:

_________________________________________________________________

__________________________ ________________________
Signature Date

C. Position of Grievant and or Union: ________________________________

__________________________ ________________________
Signature Date

STEP III
A. Date Submitted to Arbitration:__________________________
### APPENDIX “C”
### SENIORITY LIST

<table>
<thead>
<tr>
<th>Occupation</th>
<th>Employee</th>
<th>Date of Hire</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintenance Engineer</td>
<td>Greg Williams</td>
<td>02/28/12</td>
</tr>
<tr>
<td>Custodial</td>
<td>Terri Luster</td>
<td>09/10/13</td>
</tr>
<tr>
<td>Cooks</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The Employer and the Union have agreed upon the initial seniority list setting forth the present dates of hire of all employees covered by this Agreement and shall become effective on or after the date of execution of this Agreement. Such list shall finally resolve all questions of seniority affecting employees covered by this Agreement or employed at the time the Agreement becomes effective. Disputes as to seniority listing shall be resolved through the grievance procedure. The initial list is attached hereto as Appendix “C” and made a part hereof.
APPENDIX “D”
DUES CHECK-OFF AUTHORIZATION FORM

Laborers’ Local 1197
PO Box 56
109 West Market Street
McLeansboro, IL 62859

FAYETTE COUNTY GOVERNMENT
SHERIFF’S DEPARTMENT

You are hereby authorized and requested to deduct from wages hereafter due me, and payable on the first pay due me in each calendar month, such sums for Union dues, assessments and fees as may be certified due from me to Laborers’ Local 1197 by the Secretary / Treasurer of Laborers’ Local 1197 for my account on or before the fifteenth (15th) day of the calendar month for which said deductions are made.

You are further authorized and requested to continue monthly deductions unless written thirty (30) day notice is given to you by me advising you to discontinue such deductions.

Dues, fees, contributions or gifts to Laborers’ Local 1197 are not deductible as charitable contributions. However, they may be tax deductible as ordinary business expenses.

________________________________________
Social Security #

________________________________________
Email address

________________________________________
Home phone# ____________________________

________________________________________
Cell phone#

________________________________________
Home address

________________________________________
City/State

________________________________________
Date ____________________________

________________________________________
Employee