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MADISON COUNTY BOARD

STATE OF ILLINOIS)
) SS
COUNTY OF MADISON)

Proceedings of the County Board of Madison County, Illinois, at a Special Session of said Board held at the Administration Building in the City of Edwardsville, in the County and State aforesaid, on Wednesday, October 12, 2005 at 5:00 p.m., and held for the transaction of County business.

WEDNESDAY, OCTOBER 12, 2005
SPECIAL SESSION

This Special Meeting was called to order by Alan J. Dunstan, Chairman of the Madison County Board.

* * * * *

The Pledge of Allegiance to the flag was said by all of the Members of the Board as led by Mr. Daiber.

* * * * *

The roll was called by Mark Von Nida, County Clerk, showing the following members present:

PRESENT: Messers Adler, Ms. Brown, Burris, Daiber, Ms. Fitzgerald, Ms. Glasper, Ms. Hawkins, Hoechst, Holliday, Julian, Ms. Kuhn, Laub, Meyer, Minner, Ms. Myers, Patton, Ms. Perjak, Prehn, Ruebhausen, Ms. Ruppert, Scheibel, Schuler, Semanisin, Shipley, Stobbs, Thureau, Trucano, Wangard, and Dunstan.

ABSENT: Ms. Overton.

* * * * *

The Clerk of the Board then read the following Call:

STATE OF ILLINOIS)
) SS
COUNTY OF MADISON)

TO: MR. MARK VON NIDA, COUNTY CLERK OF MADISON COUNTY, ILLINOIS

We, the undersigned members of the County Board of Madison County, Illinois hereby request you call a Special Meeting of the County Board of said Madison County, Illinois, to be held

at the Administration Building in the City of Edwardsville, on Wednesday, October 12, 2005, at the hour of 5:00 p.m. for the following purpose:

1. Consideration of a Resolution Authorizing a Labor Agreement with the Policemen’s Benevolent Labor Committee.

s/ Tom Hoechst
s/ Ted Prehn
s/ Barbara Overton
s/ Stephen Adler
s/ Sue Brown
s/ Robert Daiber
s/ Frank Laub
s/ Michael Holliday, Sr.

s/ Jack Minner
s/ Michelle Ruppert
s/ Kent Scheibel
s/ Gussie Glasper
s/ Harry Thureau
s/ Larry Trucano
s/ Jeff Julian

* * * *

The following Certificate of Publication was then read by the Clerk:

CERTIFICATE OF PUBLICATION

STATE OF ILLINOIS)
) **SS**
MADISON COUNTY)

EDWARDSVILLE PUBLISHING Co, Inc. a corporation, does hereby certify that it is the publisher of the Edwardsville Intelligencer, a daily secular newspaper of general circulation in said County, printed and published in the City of Edwardsville, in said County and State, and that said newspaper is a newspaper as defined in “An Act to revise the law in relation to notices,” approved February 13, 1874, as amended, and that the printed notice hereto annexed and hereby made a part of this certificate has been published in said newspaper at least once each week for 1 times in each and every copy and impression thereof; that the date of the first newspaper containing said publication was October 7 A.D. 2005, and that the date of the last newspaper containing said publication was October 7 A.D. 2005; and that by resolution of the Board of Directors of said Edwardsville Intelligencer, Inc., has been authorized to make this Certificate.

IN TESTIMONY WHEREOF said Edwardsville Intelligencer, Inc., has caused this certificate to be executed in its name by A. Pitman this 10th day of October A.D. 2005.

EDWARDSVILLE INTELLIGENCER, INC.

Publication Fee \$47.00

s/ A. Pitman

* * * *

STATE OF ILLINOIS)
) SS
COUNTY OF MADISON)

**NOTICE OF SPECIAL MEETING
COUNTY BOARD
MADISON COUNTY, ILLINOIS**

Notice is hereby given that one-third of the members of the Madison County Board have, in writing addressed to me as Clerk of the Board, a request that a Special Meeting of the Madison County Board be held at the Nelson "Nellie" Hagnauer County Board Room in the Administration Building in Edwardsville, in said County at 5:00 P.M. Central Daylight Savings Time, on Wednesday, October 12, 2005.

Now, therefore in pursuance to the Statute in such case made and provided, notice is hereby given that on Wednesday, October 12, 2005, at the hour of 5:00 p.m. Central Daylight Savings Time, a Special Meeting of said County Board will be held at the time and place aforesaid for the following purpose:

1. Consideration of a Resolution Authorizing a Labor Agreement with the Policemen's Benevolent Labor Committee.

Dated at Edwardsville, this 3rd of October, 2005.

s/Mark Von Nida _____
**County Clerk and Clerk of the
County Board**

The following notice of Special Meeting as sent to all Members of the Board and news media was then read:

STATE OF ILLINOIS)
) SS
COUNTY OF MADISON)

**NOTICE OF SPECIAL MEETING
COUNTY BOARD
MADISON COUNTY, ILLINOIS**

Notice is hereby given that one-third of the members of the Madison County Board have, in writing addressed to me as Clerk of the Board, a request that a Special Meeting of the Madison County Board be held at the Nelson "Nellie" Hagnauer County Board Room in the Administration Building in Edwardsville, in said County at 5:00 P.M. Central Daylight Savings Time, on Wednesday, October 12, 2005.

Now, therefore in pursuance to the Statute in such case made and provided, notice is hereby given that on Wednesday, October 12, 2005, at the hour of 5:00 p.m. Central Daylight Savings Time, a Special Meeting of said County Board will be held at the time and place aforesaid for the following purpose:

2. Consideration of a Resolution Authorizing a Labor Agreement with the Policemen's Benevolent Labor Committee.

Dated at Edwardsville, this 3rd of October, 2005.

s/ Mark Von Nida
**County Clerk and Clerk of the
County Board**

* * * * *

Mr. Daiber moved, seconded by Mr. Wangard, to go into executive session to discuss labor negotiations (exempt under the provisions of 5 ILCS 120/2 (c) (2) "Collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees.")

The ayes and nays being called for on the motion to adopt resulted in a vote as follows:

AYES: Messers Adler, Ms. Brown, Burris, Daiber, Ms. Fitzgerald, Ms. Glasper, Ms. Hawkins, Hoechst, Holliday, Julian, Ms. Kuhn, Laub, Meyer, Minner, Ms. Myers, Patton, Ms. Perjak, Prehn, Ruebhausen, Ms. Ruppert, Scheibel, Schuler, Semanisin, Shipley, Stobbs, Thureau, Trucano, and Wangard.

NAYS: None.

Ayes 28. Nays 0. Whereupon the Chairman declared the motion to go into executive session duly adopted.

* * * * *

Mr. Laub moved, seconded by Mr. Holliday, to return to the open session of the meeting.

The ayes and nays being called for on the motion to adopt resulted in a vote as follows:

AYES: Messers Adler, Ms. Brown, Burris, Daiber, Ms. Fitzgerald, Ms. Glasper, Ms. Hawkins, Hoechst, Holliday, Julian, Ms. Kuhn, Laub, Meyer, Minner, Ms. Myers, Patton, Ms. Perjak, Prehn, Ruebhausen, Ms. Ruppert, Scheibel, Schuler, Semanisin, Shipley, Stobbs, Thureau, Trucano, and Wangard.

NAYS: None.

Ayes 28. Nays 0. Whereupon the Chairman declared the motion to go into executive session duly adopted.

* * * * *

The following Resolution was submitted and read:

A RESOLUTION AUTHORIZING LABOR AGREEMENT WITH POLICEMEN'S BENEVOLENT LABOR COMMITTEE

WHEREAS, the attached tentative agreement between the Policemen's Benevolent Labor Committee and the Madison County Sheriff and County Board has been ratified by the Union membership; and,

WHEREAS, the Executive Committee recommends that it be accepted by the Madison County Board.

NOW, THEREFORE, BE IT RESOLVED by the County Board of Madison County that the attached tentative agreement with the Policemen's Benevolent Labor Committee is hereby accepted and that the County Board Chairman is hereby authorized to sign the agreement.

Respectfully submitted,

s/ Alan J. Dunstan
s/ Jean Myers
s/ Kent Scheibel
s/ Michael Holliday, Sr.
s/ Robert Daiber
s/ Sue Brown
s/ Frank Laub

s/ Larry Trucano
s/ Mark S. Burris
s/ Jack Minner
s/ Bob Shipley
s/ Stephen Stobbs
s/ Tom Hoechst
s/ M. Joe Semanisin

EXECUTIVE COMMITTEE

**COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN
POLICEMEN'S BENEVOLENT LABOR COMMITTEE
AND
MADISON COUNTY BOARD AND MADISON COUNTY SHERIFF**

12/1/04 - 11/30/08

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement made and entered into by the Madison County Board and the Sheriff, hereinafter referred to as the "County", and the Policemen's Benevolent Labor Committee, hereinafter referred to as the "Union", shows the following stipulations and agreement:

ARTICLE 1 - Management Rights

The County, through its duly elected law enforcement official, the Sheriff, retains the sole and exclusive right to manage the affairs of the Sheriffs Department and to direct its work forces. Such functions of management shall be as follows:

- A. Ownership, control and maintenance of County property and facilities.
- B. Direction generally of the work of employees, including the right to hire, discharge, suspend or otherwise discipline employees for just cause; to promote, demote, transfer and assign employees to shifts and determine the amount of work needed and to lay off employees because of lack of work; provided, however, that these rights will not be exercised in any way inconsistent with or in violation of any other provision of this Agreement.

Nothing in this Agreement shall be construed as delegating to others the authority conferred by law on the County, or in any way abridging or reducing such authority.

ARTICLE 2- Recognition & Union Security

Section 2.1. Recognition - The County recognizes the Union as the sole and exclusive collective bargaining agent with respect to wages, hours, and conditions of employment for all employees holding any of the job titles set forth in Article 10 of this Agreement.

Section 2.2. Union Security

A. Dues Checkoff

The County will deduct from each employee's paycheck, the uniform, regular monthly dues for each employee in the bargaining unit who has filed with the County a voluntary checkoff authorization. A member desiring to revoke the dues checkoff may do so by written notice to the County at any time upon sixty (60) days notice. The actual amount deducted, as determined by the Union shall be a uniform sum of money for each employee.

If the employee has no earnings or insufficient earnings due for that period, the Union shall be responsible for collection of dues. The Union agrees to refund to the employee any amounts paid to the Union in error on account of this dues deduction provision. The Union may change the fixed uniform dollar amount to be deducted with thirty (30) days notice to the County.

B. Fair Share

Any present employee who is not a member of the Union shall, as a condition of employment, be required to pay a fair share of the cost of the collective bargaining process, contract administration in pursuing matters affecting wages, hours and other conditions of

employment, but not to exceed the amount of dues uniformly required of members. AU employees hired on or after the effective date of this Agreement and who have not made application for membership shall, on or after the sixtieth (60th) day of employment, also be required to pay a fair share fee as defined above as a condition of continued employment.

The County shall with respect to any employee in whose behalf the County has not received 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 to the Union on the tenth (10th) day of the month following the month in which the deduction is made, subject only to the following:

- (1) The Union has certified to the County that the affected employee has been delinquent in his obligation for at least thirty (30) days;
- (2) The Union has certified to the County 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 the manner in which the Union has calculated the fair share fee;
- (3) The Union has certified to the County 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 employee and the Union for the purpose of determining and resolving any objections the employee may have to the fair share fee.

C. Union Indemnification

The Union shall indemnify, defend and save the County harmless against all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal costs that shall arise out of or by reason of action taken or not taken by the County in complying with the provisions of this Article. If an improper deduction is made the Union shall refund directly to the employee any such amount and shall so notify the County at least five (5) days prior to the issuance of the next payroll check.

D. Security

The Employer recognizes the integrity of the bargaining unit and will not take any action directed at eroding it. Subject to the provisions of this Agreement, the Employer will continue to assign bargaining unit work to bargaining unit employees.

ARTICLE 3 - Merit Board

All current rules, regulations and procedures of the Sheriff's Department Merit Commission are considered a part of this Agreement.

ARTICLE 4 - Grievance Procedure

Section 4.1. Definition

It is mutually desirable and hereby agreed that all grievances shall be handled in accordance with the following steps: For the purpose of this Agreement a grievance shall be defined as any dispute or difference of opinion raised by an employee against the County involving the meaning, interpretation, or application of the provisions of this Agreement, except for actions involving demotion, suspension and termination, which are appealable under Article 6.

Section 4.2. Procedure. Steps and Time Limits

Step 1

Any bargaining unit member (with or without representation) may file a grievance in writing on the form attached hereto as Exhibit A with the Employee's division commander within ten (10) business days of the date of the occurrence of the event giving rise to the grievance or within ten (10) business days after the employee, through the use of reasonable diligence could have obtained knowledge of the occurrence of the event giving rise to the grievance. The division commander shall attempt to adjust the matter and shall respond to the employee within ten (10) business days with a solution or a response. The grievance form shall be signed and shall set forth all relevant facts, the provisions of the Agreement allegedly violated and a requested remedy.

Step 2

If the grievance remains unsettled at Step 1, the employee (with or without representation) may appeal the grievance to the Sheriff or his designee, within ten (10) business days of the Step 1 response, or the date the Step 1 response was due. The Sheriff or his designee shall attempt to adjust the matter and shall respond to the employee within ten (10) business days with a solution or a response. Either party may request, in writing, a meeting to attempt to resolve the grievance. If no meeting is requested the Sheriff or his designee shall respond to the appeal within ten (10) business days. If a meeting is requested and the grievance is not resolved at said meeting the Sheriff or his designee shall respond to the Union within ten (10) days after the conclusion of the meeting.

Step 3

If the grievance remains unsettled at Step 2, the Union, within ten (10) business days of the Step 2 response, or date the Step 2 response was due, may demand that the matter be submitted to binding arbitration in accordance with Section 3 herein.

Section 4.3. Arbitration

The County and the Union shall obtain a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS) to be requested by either or both parties. Both the County and the Union shall have the right to each strike one (1) entire panel received from the FMCS. The Union shall strike three (3) names and the employer shall strike three (3) names. The remaining person shall be designated as the arbitrator. The party filing for arbitration shall strike first.

Section 4.4 Authority of Arbitrator

The parties agree that grievance arbitration hearings held pursuant to this procedure may be expedited. The arbitrator shall have no authority to amend, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall submit in writing his decision to the County and the Union following the close of hearing(s) or submission of briefs, whichever is later. The decision(s) of the arbitrator shall be final and binding upon the Employer, Union and affected employee(s).

Section 4.5 Expenses of Arbitration

The fees and expenses of the arbitrator and the arbitration hearing shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensation of its own representatives and witnesses. If either party requests a transcript of the proceedings, that party shall bear the full costs for that transcript. The cost of a transcript shall be equally shared if the necessity of a transcript is mutually agreed upon between the parties.

Section 4.6. Limitation Periods

No grievance shall be entertained or processed unless it is submitted at Step 1 within ten (10) business days of the occurrence of the event giving rise to the grievance or within ten (10) business days after the employee, through the use of reasonable diligence could have obtained knowledge of the occurrence of the event giving rise to the grievance. If the Union or employee fails to comply with the limitation periods set forth herein, then the grievance shall be considered settled on the basis of the County's last response. Should the County fail to follow the limitation period, or not respond as set forth herein, then the aggrieved employee may elect to treat the grievance as denied and immediately appeal the grievance to the next step. The parties may by mutual agreement extend any of the time limits as set forth in this Article.

ARTICLE 5 - Bill of Rights

All disciplinary investigations, internal affairs investigations and formal inquiries will be conducted in accordance with 50 ILCS 725 "Uniform Peace Officers' Disciplinary Act." In addition, as unionized employees, employees shall be afforded all of the rights and privileges granted under *Weingarten v NLRB*, 420 US 251 (1975), 43 L ED. 2d 171, 95 CT 959 and *Morgan v Central Management Services*, ISLRB (1 PERI 2020).

ARTICLE 6 - Employee Security

Section 6.1. Standards of Discipline

- A. No employee shall be suspended, relieved from duty or disciplined in any manner without just cause.
- B. Disciplinary actions shall be limited to oral reprimands, written reprimands, demotion, suspension and termination.
- C. Discipline shall be corrective and progressive and shall be designed to improve behavior rather than simply punish. The parties recognize that certain types of serious offenses can warrant discipline commensurate with the offenses in such cases progressive discipline shall not apply.
- D. Disciplinary action taken by the Sheriff may be appealed to the Merit Commission.
- E. The employee shall be notified in writing of the findings of the investigation or informal inquiry within fifteen (15) days after the completion of the investigation.

Section 6.2. Grievance of Discipline

Employees who are the subject of disciplinary action, except for reprimands, shall have the right to appeal such disciplinary action to the Sheriff's Merit Commission. Reprimands may be grieved under Article 4. Employees may appeal to the Sheriff's Merit Commission demotions, suspension and terminations, including suspension not exceeding a cumulative thirty (30) days in any twelve (12) month period imposed by the Sheriff and for demotion, suspension, or removal pursuant to 55 ILCS 5/3-8014. Reprimands, reassignments and transfers shall not be appealable.

Section 6.3. File Inspection

The County agrees to comply with the Illinois Personnel Record Review Act, 820 ILCS 40.

Section 6.4. Use and Destruction of File Material

Information relating to a traffic accident involving a County vehicle may be used and/or considered in determining future discipline for a period of time not to exceed two (2) years from the date of such traffic accident and shall thereafter not be used and/or considered in any employment action provided there is no intervening traffic accident involving a County vehicle, if there is a subsequent traffic accident the two year period shall run from the date of the most recent accident and any prior accidents not already removed from the file may be used and/or considered in employment actions. In no event shall any prior incident five (5) or more years old be used or considered in any employment action.

ARTICLE 7 - Liability Insurance, Vehicles & Safety

The County will provide general and professional liability coverage for employees covered by this Agreement for any claims arising out of the employee's scope of employment or duties as required by Illinois law and under the terms and conditions of the County's self insurance program.

ARTICLE 8 - Provisions for Training & Schooling

Section 8.1. Training Hours

The County and the Union agree that maintaining a high level of proficiency in law enforcement-related skills is in the best interest of the County, the Sheriff's Department, and the employees. Training in law enforcement related skills may be offered during duty or off-duty hours. Should such training be made mandatory, either through a direct order of the Sheriff or as a State mandated requirement, and occur on the employee's regularly scheduled time off, the employee shall be compensated for those hours actually in attendance at the training or schooling at the rate of time and one half (1 1/2) times the employee's regular hourly rate of pay. Such compensation can be accepted, at the employee's discretion, in the form of pay or compensatory time off. Should such mandatory training occur during the employee's regularly scheduled work time, the employee shall be paid his/her regular straight time pay for the hours in attendance. The Employer may adjust work schedules for mandatory training.

Employees who have been approved to attend voluntary training shall have their work schedules adjusted so as to coincide with said training. Employees will be compensated at their regular rate of pay for up to eight (8) hours per day or forty (40) hours per week.

When an employee is required to report for breath alcohol analyzer certification or recertification when on his/her regularly scheduled time off, he/she shall receive time and one half (1 1/2) pay for two (2) hours, or those hours actually worked, whichever is greater.

The Employer shall post notice of job related training courses offered to employees. Such courses shall be posted at the discretion of the Sheriff's office.

Section 8.2 Basic Required Training

All employees hired for the purpose of and employed in the capacity of a Deputy Sheriff shall be required to attend and to successfully complete the state required police academy as set forth by the Illinois Local Government Law Enforcement Officers Training Board. This academy shall be successfully completed prior to the end of the employee's one year probationary period. Any Deputy Sheriff failing to successfully complete this police academy shall be rejected as an employee of the Madison County Sheriffs Department.

All employees hired for the purpose of and employed in the capacity of Jail Deputy shall be required to attend and successfully complete the state required academy as set forth by the Illinois Local Governmental Law Enforcement Officer's Training Board.

This training shall be successfully completed prior to the end of the employee's one year probationary period. Any Jail Deputy failing to successfully complete said training shall be rejected as an employee of the Madison County Sheriffs Department.

All employees hired for the purpose of and employed in the capacity of a Communication Officer shall be required to attend and successfully complete the following training courses:

1. The Illinois Law Enforcement Telecommunicator Training School as offered by the Illinois State Police; or the Southern Illinois Law Enforcement Commission (SILEC) according to current County practice. Officers who have completed one would not be required to take the other.
2. The Law Enforcement Agencies Data Systems (LEADS) operator school as mandated by the Illinois State Police.
3. The Emergency Medical Dispatch course as set forth by the National Academy of Emergency Medical Dispatch of the United States of America.

All Deputy Sheriffs and Jail Deputies shall receive twice annually, a firearms training/qualification session. These employees shall be allowed to attend such session while on duty during a regularly scheduled work day. If the employee is required to attend said training during his regularly scheduled time off or on a paid leave day the employee shall be compensated for the actual time spent in said training at an overtime rate of pay.

Because of the required specialized, state mandated, training required for each of the above described job titles, the County and the Union agree, that should an employee employed in the capacity of one of the above job titles be permanently re-assigned by the employer to perform the duties of one of the other aforementioned job titles, that employee shall be required to attend and to successfully complete the relative training or academy for that position within one (1) year of the assignment. Nothing in this Article shall preclude the Sheriff from seeking a waiver of training requirements from the Training Board.

All employees required to attend a job related school, seminar or training session shall be compensated or reimbursed for their expenses in accordance with the "Travel Regulations / County Officials and Employees" which is hereby made a part of this Agreement, whenever such School, seminar or training session meets outside of the geographic boundaries of Madison County.

ARTICLE 9 - Job Security

Section 9.1 Job Security

Both the Employer and the employees agree that for the duration of this Agreement, the Employer shall maintain, at minimum, the present number of ranking positions within the following respective divisions:

- | | |
|--------------------------------|---|
| a. Sheriff's Department/Patrol | 2 Captains 7 Lieutenants 13 Sergeants |
| b. Jail | 1 Captain 3 Lieutenants 6 Sergeants |

Should the Employer for the duration of this Agreement, create a position, or maintain a position for an employee whose duties would dictate his/her position to be a "Communication Supervisor," Telecommunicator Supervisor (or any other synonym), said position shall be filled by a member of the department who is qualified as a "Communication Officer" as defined in this Agreement.

Section 9.2 Filling of Vacancies

Both the Employer and the employees agree that it shall be in the best interest of the employees of this department and the citizens of Madison County to maintain a sufficient level of staffing so as not to create any undue risks with manpower shortages. Both agree that in accordance with said concern, the Employer shall make reasonably prompt efforts to fill employment vacancies created during the term of this Agreement with regard to any position so covered by this Agreement, depending on staffing needs and the availability of funding.

ARTICLE 10 - Wages

A. The base hourly rates in effect during the duration of this contract are shown in Appendix A. Effective December 1, 2004 the rank differential for Sergeants shall be \$1.10 per hour and incorporated into the base pay for the rank. Effective December 1, 2004 the rank differential of Lieutenants shall be \$1.20 per hour and incorporated into the base pay for the rank. Effective December 1, 2004 the rank differential of Captains shall be \$1.30 per hour and incorporated into the base pay for the rank.

B. Shift Premium/Rotating Shifts

A shift premium of twenty-three (\$0.23) cents per hour will be added to the base wage rates for all employees permanently assigned to work rotating shifts, including the first shift (11:00 P.M. - 7:00 A.M.), the second shift (7:00 A.M. - 3:00 P.M.) and the third shift (3:00 P.M. - 11:00 P.M.)

C. Shift Premium/Straight Shifts

The following shift premiums will be added to the base for all employees permanently assigned to work the following shifts. Said premiums will also be added to the base wage rates for those employees temporarily assigned to the said shifts for the period of time they are working the shifts.

First Shift - (11:00 P.M. - 7:00 A.M.) Forty cents (\$0.40) per hour.

Third Shift - (3:00 P.M. - 11:00 P.M.) Thirty cents (\$0.30) per hour.

D. Longevity Pay-

A longevity pay increase for employees covered by this Agreement shall be added to the employees hourly base rate as reflected in Appendix A:

Employees with five through nine years' service - 6.5% of base pay
Employees with ten through fourteen years' service - 13% of base pay
Employees with fifteen or more years' service - 18.5% of base pay
Employees with twenty-five or more years of service - 21.5% of base pay (this benefit has an effective date of 12/1/05)

E. School Incentive Pay -

For Deputy Sheriffs that are receiving School Incentive pay prior to November 1, 1997, the following schedule will be maintained;

The County will provide school incentive pay to those Deputy Sheriffs who, prior to December 1, 1975, were earning college credits in Law Enforcement, and those Probationary Deputy Sheriffs so classified on December 1, 1975, who subsequent to their probation period, earned college credits in Law Enforcement. The school incentive pay shall be based on audit of credits, in January and June of each year, to be paid as follows:

1-15 semester hours - \$1.00 per month per semester hour
Over 15 semester hours - \$2.00 per month per semester hour to a maximum of 64 semester hours.

For Employees not receiving School Incentive Pay the following schedule will be in effect beginning December 1, 1997:

Those employees who have satisfactorily completed accredited courses and have subsequently earned a higher education degree shall receive a school incentive payment as follows:

1. Bachelor Degree Seven Hundred and Fifty Dollars (\$750.00) annually

Should the above payment schedule provide a higher annual payment for employees receiving school incentive payment prior to November 1, 1997, they shall receive the higher annual payment but not both payments.

School Incentive Payment checks will be dispersed in June of each year.

F. Parity Pay

With the intent to maintain proficiency and adequate supervision in all divisions of the Sheriff's Department, for the Sheriff's Department, the employer and the employees agree that at least one (1) Lieutenant or "acting Lieutenant" and one (1) Sergeant or "acting Sergeant" shall be maintained within the Jail Division and the Patrol Division at all times.

Should such a situation arise that a Lieutenant is not working on any given shift, the Lieutenant shall designate a Sergeant who is working to assume the responsibilities of the vacancy and the Sergeant so designated shall receive the rate of pay for the higher rank for those hours worked. Should a Sergeant not be available to be designated to assume said vacancy, the Lieutenant shall designate a deputy or jailer working to assume said vacancy, who would then also be paid at the rate of pay for Lieutenant for those hours so worked.

Should such a situation arise that a Sergeant is not working on any given shift, the Lieutenant shall designate a deputy or jailer working on that shift to assume the responsibilities of the vacancy and the deputy or jailer so designated shall receive the rate of pay for the higher rank of Sergeant for those hours so worked.

Such temporary assignments to ranking positions shall require the employee to work such hours for two (2) hours or more before qualifying for the higher ranking pay.

G. Beginning November 1, 1993 there will be a limit of five years placed on previous service credit in other departments for new hires. Such previous service credit shall be applied to both base pay and longevity pay provisions of this agreement.

ARTICLE 11 - Hours of Work

Section 11.1 Hours of Work

A work week shall begin at 12:01 A.M. each Monday and end at 12:00 midnight the following Sunday. For purposes of this Agreement, the normal hours of work for employees shall be described as three as follows:

Day Shift 6 P.M. -6 P.M.

Night Shift 6 P.M. -6 A.M.

Also to include one (1) eight (8) hour shift per pay period

The work shifts or hours of work set forth in this Agreement shall only be changed, during the life of this Agreement, upon the County receiving a written amendment to this Agreement authorized by this Union's Labor Representative. For purposes of this contract Overtime shall be defined as hours worked by the employee in excess of the regularly scheduled eight (8) hours per work day or forty (40) hour per work week in increments of one half hour (30 minutes), but shall not include driving time to or from the residence for those employees who are afforded a county owned vehicle. Those employees working the first shift when the time changes from daylight savings time to standard time and from standard time to daylight savings time will

receive eight (8) hours of pay for the shift. The employee shall be compensated for such overtime hours worked at the rate of time and one half (1 ½) of the employee's regular pay for the overtime worked. Overtime worked in excess of a quarter hour (15 minutes), but less than one half, shall be rounded up to the next one-half hour (30 minutes) increment, and the employee shall be compensated accordingly. Overtime compensation shall be made in the form of monetary payment or as compensatory time off, as mutually agreed upon by the employer and the employee. If there is not agreement the employee shall receive monetary payment.

The work week, hours and shifts set forth above shall apply to the Patrol Division and the Jail Division. The work week, hours and shifts for all other employees shall be established by the Sheriff.

Section 11.2 Call Out

For purposes of this contract, "Call Out" shall mean any instance whereby an employee who would normally have been on his/her regularly scheduled time off, is called in to work. The employee called out shall be compensated, at the employee's discretion, by either pay at time and one half (1 ½) the employee's regular rate of pay, or compensatory time at the rate of time and one half (1 ½) the employee's regular rate of pay, for two (2) hours or the actual time worked, whichever is greater. The use of compensatory time off as compensation for call out time shall be by mutual agreement between the employee and the employer. Call out shall further be subject to the following provisions:

1. In the event that the County has notice less than two hours in advance of the shift for which the call out is necessary, the County or acting watch commander Supervisor on duty shall first ask the most senior employee presently working to work past his normally scheduled quitting time. Should that employee refuse the offer, the call out work shall be offered to the next most senior employee already working, etc. Should all currently working employees refuse the work, the County or acting watch commander Supervisor on duty shall begin offering the work to those employees scheduled off, by seniority, until the work period is filled.

2. In the event that the County has at least a two hour notice that call out will be activated, the County or acting watch commander Supervisor on duty shall automatically begin offering the call out work to those employees regularly scheduled off, by seniority, until such time as the work period is filled.

3. A seniority list for each respective work division shall be maintained by the Union and accessible in the acting watch commander's Supervisor's office at all times. Each time that call out is activated, the County or acting watch commander Supervisor shall offer the call out work to the most senior employee next on the list following the last employee who had been called out. Thus, the call out work will be offered to employees on a rotating basis by seniority.

4. Call out work shall be offered to those employees, by seniority, of the respective work division for which the call out is required. If no employee accepts the call out assignment, then the least senior employee who is working in that respective division or section shall be held over to work the call out assignment.

5. Employees shall not have their regularly scheduled shifts adjusted, either by delaying the normal starting time or by ordering an early quitting time, in order to avoid payment of overtime or call out pay. Likewise, an employee's regularly scheduled days of work and regularly scheduled days off shall not be adjusted to avoid payment of overtime or call out pay. This provision shall not preclude the employer from asking employees to voluntarily alter their work schedules to accommodate staffing needs.

6. Should a prisoner of the Madison County Jail require hospitalization, and such circumstance shall require Call Out to be activated to provide a guard of the prisoner while hospitalized, said call out shall be assigned by seniority on a rotating basis among those employees qualified as "Deputy Sheriffs" and "Jail Deputies" as defined herein.

7. No employee shall be allowed to report to work on his/her regularly scheduled time off unless called out by the County or acting watch commander Supervisor on duty. Should an unusually large work load or other circumstance necessitate such a call out, the County shall activate the call out in accordance with the call out procedure as defined herein.

Section 11.3 Distribution of Scheduled Overtime

All scheduled overtime opportunities shall be posted as soon as possible prior to the scheduled overtime assignment. Each posting shall indicate the available overtime opportunities and a description of the scheduled overtime detail. Employees shall be allowed to sign up for scheduled overtime opportunities on the posting. The available overtime shall then be offered to the most senior sworn employee whose name appears on the sign up sheet, and is qualified for the assignment, for each scheduled overtime slot.

All overtime opportunities which are known to the Department within 7 days of the date the overtime is to be worked shall be considered scheduled overtime and be subject to the terms and conditions of this Section.

Section 11.4 Court Time Pay

Court or deposition time in excess of an employee's regularly scheduled eight (8) hour work day or requiring the employee's appearance on his/her regularly scheduled time off shall be paid at the rate of time and one half (1 ½), and shall be paid for two (2) hours time or the actual hours worked, whichever is greater. Compensation for court or deposition time shall be made in the form of monetary payment or as compensatory time off, as mutually agreed upon by the employer and the employee. If there is not agreement the employee shall receive monetary payment. Said court or deposition time must be relative to the employee's employment and related to an incident in which the employee was involved or otherwise assigned to while in the line of duty as prescribed by law. The required court appearance, whether civil or criminal in nature, shall be observed as court time and the employee shall be compensated accordingly, so long as said appearance is directly relative to an incident involving the employee while on duty.

Any employee placed on “court standby” status relative to his/her employment with this department, during his/her regularly scheduled time off, shall be compensated by the department for those hours on ‘standby’ with respect to the following schedule:

| Hours on Standby | Work hours accredited |
|--------------------|-----------------------|
| ½ hr. to 8 hrs. | 2 hour |
| 9 hrs. to 16 hrs. | 4 hours |
| 17 hrs. to 24 hrs. | 6 hours |

This entitlement to standby pay shall be repeated in the same allocation for all subsequent standby hours after twenty-four (24) hours.

Those hours accredited in accordance with the above rate shall refer to hours of pay at the employee’s regular rate of pay, and shall be paid to the employee in the form of either monetary payment or as compensatory time off as mutually agreed. If compensatory time off is not mutually agreed to, employees shall be paid at his/her straight time rate. To be eligible for this entitlement, the employee shall have been ordered by, or received express approval of his/her superior to be in such “standby” status.

Section 11.5 Compensatory’ Time

Employees covered by this agreement shall be permitted to accrue four hundred eighty (480) hours of compensatory time.

Employees shall be allowed to use compensatory time in one hour increments.

Requests by employees for such compensatory time off shall be approved or denied, in writing by the shift supervisor, within 72 hours of the time the request was made by the employee. If the compensatory time requested by the employee is neither approved or denied within this specified 72 hour period it shall be considered approved. Once the time has been approved it shall not be cancelled except in emergency situations (i.e. natural or man made disasters). Requests for such compensatory time off shall not be denied for arbitrary, capricious or discriminatory reasons.

ARTICLE 12 - Seniority

Rank within the department for those employees included in the Agreement shall be structured as follows from highest rank to lowest rank:

SHERIFF’S DEPARTMENT

Captain
Lieutenant
Sergeant

COUNTY JAIL

Captain
Lieutenant
Sergeant

Deputy Sheriff
Probationary Deputy Sheriff
Communications Officer
Probationary Communications Officer

Jail Deputy
Probationary Jail Deputy
Jail Technician/Console Operator

Commissioned officers of the same rank will take precedence according to the dates of their appointments to their respective rank.

For purposes of this Agreement Seniority shall be defined as the employee's length of continuous uninterrupted service with the Madison County Sheriff's Department.

Seniority in the Department is established first by aggregated time served in the Department and secondly by rank.

Should two or more employees have the same hire date, then the employee with the higher rank shall have seniority. If two or more employees have the same hire date and the same rank the employees with the most continuous uninterrupted time in rank shall be the most senior.

Should two or more employees have the same hire date, the same rank and the same length of continuous uninterrupted time in rank seniority shall be determined by a drawing. A designee of the Department and a designee of the Union shall conduct the impartial random drawing of the names of the affected employees. The Union shall draw the first name then the Department shall draw the next name and so forth until only one name remains. The employee whose name is drawn first shall be the most senior, the second name drawn will be next senior and so forth until only one name remains. The remaining employee shall be the least senior of the group of affected employees.

Seniority shall apply and prevail for qualified employees covered under this Agreement with regard to layoffs and other situations as herein defined.

ARTICLE 13 - Holidays

Paid Holidays shall be identified and acknowledged per this contract as:

1. New Year's Day - January 1, 2005; January 1, 2006; January 1, 2007; January 1, 2008
2. Dr. Martin Luther King's Jr. Day - January 17, 2005; January 16, 2006; January 15, 2007; January 21, 2008
3. Lincoln's Birthday - February 12, 2005; February 12, 2006; February 12, 2007; February 12, 2008
4. Washington's Birthday - February 22, 2005; February 22, 2006; February 22, 2007; February 22, 2008
5. Easter - March 27, 2005; April 16, 2006; April 8, 2007; March 23, 2008
6. Memorial Day - May 30, 2005; May 29, 2006; May 28, 2007; May 26, 2008
7. Independence Day - July 4, 2005; July 4, 2006; July 4, 2007; July 4, 2008
8. Labor Day - September 5, 2005; September 4, 2006; September 3, 2007; September 1, 2008

9. Columbus Day - October 10, 2005; October 9, 2006; October 8, 2007; October 13, 2008
10. Veteran's Day - November 11, 2005; November 11, 2006; November 11, 2007; November 11, 2008
11. Thanksgiving Day - November 24, 2005; November 23, 2006; November 22, 2007; November 27, 2008
12. Friday after Thanksgiving - November 25, 2005; November 24, 2006; November 23, 2007; November 28, 2008
13. Christmas Day - December 25, 2004; December 25, 2005; December 25, 2006; December 25, 2007

If a holiday falls on an employee's day off or during his/her vacation, he/she shall receive an additional day off with pay.

Any employee required to work on a holiday designated in this Article shall have the option of choosing compensation at the rate of an additional day and one half (1 ½) of compensatory time in lieu of being compensated the premium compensation rate of two and one-half (2 ½) time regular straight time compensation. Said compensatory time may be taken at such times as mutually agreed upon by the Employee and Employer. Requests by employees for such compensatory time off shall be approved or denied, in writing by the shift supervisor, within 72 hours of the time the request was made by the employee. If the compensatory time requested by the employee is neither approved or denied within this specified 72 hour period it shall be considered approved. Once the time has been approved it shall not be cancelled except in emergency situations (i.e. natural or man made disasters). Requests for such compensatory time off shall not be denied for arbitrary, capricious or discriminatory reasons.

ARTICLE 14 - Vacations

Section 14. Eligibility and Allowance

Employees shall be granted an annual paid vacation for the period specified below based upon the following service requirements:

| <u>Service Requirements</u> | <u>Vacation Period</u> |
|--|------------------------|
| after one (1) year of employment (anniversary date) | ten (10) days |
| after five (5) years of employment (anniversary date) | fifteen (15) days |
| after ten (10) years of employment (anniversary date) | twenty (20) days |
| after twenty (20) years of employment (anniversary date) | twenty-five (25) days |

Vacation periods shall be granted on the basis of departmental seniority within the employee's assigned working division.

The Employer reserves the right to cancel and/or reschedule an employee's scheduled vacation period, but must provide at least one week advanced notice to the employee so effected, except in cases of emergency. Should such cancellation by the Sheriff or his designee cause the employee to suffer an economic or financial loss, the Employer shall reimburse the employee for those losses incurred. (Example: non-refundable and non-cancelable deposits on cruise, vacation home, or airfare.) The employer may require proof of such loss from the employee prior to reimbursement.

Further, any employee who has completed a minimum of one (1) year's continuous service with the Employer and is laid off, retired or separated for any reason, shall receive a pro rata share of his/her vacation earned during the employee's current anniversary year. Said prorated payment shall be based on completed months of service counted from the employee's most recent anniversary date (i.e. a July 16th 1979 anniversary date with a November 15th, 1979 separation date, would constitute four (4) completed months of service). The number of vacation days paid shall be determined by multiplying the completed months of service times the pro rata days earned per month according to length of service. If an employee leaves employment after having used vacation not yet accrued, the amount of the vacation which was not accrued will be deducted from the final paycheck.

Section 14.2. Vacation Pay

The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the payday immediately preceding the employee's vacation period.

Employees shall receive their pay at regular pay periods.

Section 14.3. Choice of Vacation Period

Vacations will be taken at such times of the year as will not unduly interfere with the efficient scheduling of matters of the employer. In the event it becomes necessary to limit the number of employees who can take a vacation at the same time, those employees having greater seniority shall have first choice of vacation periods.

Vacation periods shall be taken each calendar year. An employee who does not request a vacation period prior to the end of the ninth month of the calendar year shall be scheduled for a vacation by the Employer. The vacation shall be scheduled within the three remaining months of the calendar year.

Section 14.4. Work During Vacation Period

Any employee who is requested to and does work during his/her scheduled vacation period shall be paid for regular hours at their regular rate. In addition, the employee's vacation may be rescheduled to any future period the employee may request, within the remaining months of the calendar year, provided that this request will not unduly interfere with the needs of the Employer.

Section 14.5. Vacation Rights in Case of Layoff or Separation

Except as hereinafter provided, any employee who is laid off, retired, or separated from the service of the Employer for any reason, prior to taking the vacation which was earned during his/her previous anniversary year, shall be compensated in cash at his/her regular rate of pay for the unused vacation.

Further, any employee who has completed a minimum of one (1) year's continuous service with the Employer and is laid off, retired or separated for any reason, shall receive any remaining balance of his/her vacation earned from his or her last date of employment through his or her date of retirement, lay-off or separation, minus all vacation taken during the period of employment.

ARTICLE 15 - Medical and Hospitalization

Section 15.1 Medical Coverage/Insurance

The County shall provide a health and hospitalization plan for all current full-time employees covered by this Agreement. New full-time employees hired shall be eligible for coverage under the County's Health and Hospitalization Plan after their first ninety (90) days of employment. The County shall pay one-hundred percent (100%) of the premium for employee coverage.

Dependent coverage shall be available to all current full-time employees and, after ninety (90) days of employment, to new full-time employees under the terms of the County's Health and Hospitalization Plan. Employees electing dependent coverage under the Health and Hospitalization Plan shall contribute thirty percent (30%) of the required contribution for such coverage, and the County shall pay the remaining seventy percent (70%) of the required contribution for such coverage.

In the event a full-time employee is laid off for a period not exceeding one year, the County will provide for the immediate reinstatement of health and hospitalization insurance for a returning employee.

Section 15.2 Dental Insurance

The County shall offer a dental plan to employees. The benefits and coverage will remain substantially similar to the plan currently offered. However, should the County offer a dental plan to employees and an insufficient number of employees choose to purchase such coverage according to the insurance company's requirements, the County's obligation shall have been fulfilled by offering the plan to the employees.

ARTICLE 16 - Sick Leave

Section 16.1. Allowance

Any employee contracting or incurring any non-service connected sickness or disability, which renders such employee unable to perform the duties of his/her employment or any employee attending a doctors appointment, shall receive sick leave with pay. All sick leave taken in excess of three (3) consecutive working days shall require a written statement from a physician indicating the nature of the illness and that the employee is able to perform the duties of his/her employment. Any employee who takes sick leave in excess of six (6) days (not documented by a physician) in a calendar year shall provide to the employer a certification from a licensed physician indicating that the employee was unable to perform the duties of his/her employment during the leave.

Employees shall be eligible for sick leave after ninety (90) days of service with the Employer.

Employees shall accrue one and one-third (1 1/3) days of sick leave for each month of service.

Section 16.2. Sick Leave Accumulation

Employees shall start to earn sick leave after ninety (90) days service with the County, and they shall accumulate sick leave to a maximum of one hundred eighty (180) days.

Upon termination of employment, employees will be paid for unused accumulated sick leave up to a maximum of one hundred twenty (120) days paid, if any one of the following conditions are met:

The employee has achieved twenty (20) years of uninterrupted service with the Madison County Sheriff's Department; or,

The employee dies or becomes disabled and is unable to perform the duties of his/her employment and is leaving the service of the County, having furnished the County documented evidence of such disability in the form of a statement from a licensed physician; or,

The employee's spouse or dependent has become disabled or contracted an illness which requires the termination of his/her employment and the employee has furnished the County documented evidence of such disability or illness in the form of a statement from a licensed physician.

Employees will not be paid for accumulated sick leave if their reasons for termination are: voluntary change of employment without having achieved twenty (20) years uninterrupted service with the Madison County Sheriffs Department or involuntary dismissal.

The amount of payment for unused sick leave is to be calculated at the employee's rate of pay in effect on the payday immediately preceding the date of the employee's permanent separation.

Section 16.3. Sick Leave Purchase

Any employee having accumulated 180 days of sick leave shall continue to earn sick leave for current use at the rate of 1 and 1/3 days per month. For such employees any sick leave taken shall be charged first to the sick leave earned during the current County fiscal year and then to the 180 days of accumulated sick leave. At the end of each County fiscal year the County shall purchase from each employee who has accumulated more than 180 days the sick leave fifty percent (50%) of sick leave earned but not taken during the current fiscal year. The remaining fifty percent (50%) of sick leave during the current fiscal year for such employees shall be eliminated. In no case shall an employee accumulate more than 180 days of sick leave except for that sick leave described in this paragraph. The purchase of excess sick leave under the provisions of this paragraph shall be made by the County to the employee on a separate check on the first pay day in December.

Section 16.4 Health Leave

After completion of a full calendar year of continuous service, a qualifying employee may take a maximum of three (3) absences annually. The taking of time for such absence will be deducted from accumulated sick leave. Each such absence shall not exceed an eight-hour (8-hour) shift for full-time employees.

Such absences will be known as health leave. Approved absences for health leave will not require the employee to provide verification as provided in Section 1 of this Article that he or she is ill or disabled.

Use of time off for health leave must be requested in advance and approved by the employee's supervisor. In order to qualify for health-leave absences from work, a full-time employee must have accumulated a minimum of 128 sick-leave hours.

ARTICLE 17 - Leaves of Absence

Application for Leave.

Any request for a leave of absence shall be submitted in writing by the employee to his immediate supervisor. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires.

Authorization for a leave of absence shall be furnished to the employee by his immediate supervisor and it shall be in writing.

Any request for a leave of absence shall be answered promptly. Requests for immediate leaves (for example, family death) shall be answered before the end of the shift on which the request is submitted.

A request for a short leave of absence - a leave not exceeding one month - shall be answered within five (5) days. A request for a leave of absence exceeding one (1) month shall be answered within ten (10) days.

In addition to accruing seniority while on any leave of absence granted under the provisions of the Agreement, employees shall be returned to the position they held at the time the leave of absence was requested. However, if an employee is returning from an educational leave during which the employee has acquired the qualification for a higher rated position, the employee shall be returned to the higher rated position under the following conditions:

The position became or remained open during the employee's leave and it is still open at the time the employee returns from leave; and,

The employee requests assignment to the higher-rated position within ten (10) days after returning from an educational leave; and

The employee has greater seniority than other qualified employees requesting assignment to the position.

Leaves of absence for a limited period (not to exceed six months) may be granted for any reasonable purpose, and such leaves may be extended or renewed for any reasonable period. No salary, wages or benefits will be paid during a leave of absence and employees on such leave desirous of continuing their coverage in the group hospitalization plan shall be required to pay said premium.

ARTICLE 18 - Funeral Leave

Family Death.

In the event of a death in the immediate family of an employee (spouse, parents, children, including step- and adopted, brothers and sisters, including step- and adopted, grandparents and grandchildren, including step- and adopted, mother-in-law and father-in-law, brother-in-law and sister-in-law), the employee upon request, will be excused and paid for up to a maximum of three (3) consecutive scheduled work days, provided one such day is the day of the funeral.

In the event of a death to an employee's aunts, uncles, or spouse's grandparents, aunts and uncles, upon request, the employee will be excused and paid for up to one (1) scheduled work day, provided such day is the day of the funeral.

ARTICLE 19- Civic Duty Leave

Employees required to appear in court or other public body on any matter not related to their work in which they are not personally involved (as Plaintiff or Defendant) shall be granted a civic duty leave with pay (as set forth in the following paragraph) for a period necessary to fulfill their civic responsibilities.

Employees who are called for jury service or subpoenaed as witnesses shall be excused from work for the days on which they serve. Service as used herein includes required reporting for jury or witness duty when summoned whether or not they are used. Employees shall be paid the difference, if any, between the compensation they receive from the court or other public body and their wages for each day of service.

ARTICLE 20- Union Business Leave

Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the Employer, shall, at the written request of the Union, be granted a leave of absence. The leave of absence shall not exceed two years, but it may be renewed or extended without pay for a similar period at any time upon the request of the Union.

No salary, wages or benefits will be paid during a Union business leave, and employees on such leave desirous of continuing their coverage in the group hospitalization plan shall be required to pay said premium.

Any representative of the Union shall be granted reasonable time off without loss of pay to handle grievances or complaints and meet with the Sheriff to discuss and confer regarding items of mutual benefit, as long as it is within his/her regular work schedule. No Union representative shall leave his/her work assignment to pursue any evening activity without notifying his/her appropriate supervisor and making arrangements which are mutually acceptable to the employee and supervisor. Any absence of a Union' representative from his or her work assignment under the provisions of this Section shall not create situations that result in the employer having to pay overtime to cover such absence. Such representatives shall not exceed a total of three (3) members of the Bargaining Unit.

The employer agrees to provide a bulletin board to be used for Union communication. The Union president or representative shall sign all such notices. No vulgar or defamatory material shall be posted. The employer, after having first notified the Union president or representative, shall remove, but not destroy, any material posted in violation of this Section. The bulletin board shall be maintained in an orderly manner to include periodic removal of outdated material.

The County shall forward a copy of all personnel related memorandums, policies, general orders or specials orders to the president of the Union in addition to posting the same on the departmental bulletin board.

ARTICLE 21 - No-Strike Clause

No lock-out of employees shall be instituted by the Employer during the term of this Agreement.

No strike of any kind shall be caused or sanctioned by the Union during the term of this Agreement.

ARTICLE 22- Uniforms and Equipment

Section 22.1 Equipment

The County will provide semi-automatic handguns, as per State Statutes, also ammunition and any other necessary weapons to all Deputies.

All uniformed employees will be furnished uniforms, accessories and equipment as listed below:

Deputy Sheriff

- One (1) all weather jacket
- Four (4) trousers
- One (1) tie
- Two (2) shirts - long sleeve
- Three (3) shirts - short sleeve
- One (1) winter pile hat
- One (1) pair shoes (annually)
- One (1) general duty helmet
- One (1) set protective body armor
- One (1) raincoat
- One (1) set of badges (one (1) shirt badge and one (1) hat badge)
- Accouterments of rank and affiliation (patches & chevrons)

Equipment

- One (1) weapon
- One (1) handcuff set
- One (1) leather set (holster, cartridge case, garrison belt, and handcuff holder and baton holder)
- One (1) baton
- Radios
- IVC booklet annually
- ILCS Criminal Code booklet annually
- Flashlight

Jail Deputy

One (1) short jacket
Four (4) trousers
One (1) tie
Two (2) shirts - long sleeve
Three (3) shirts - short sleeve
One (1) badge

Equipment

Flash light
One (1) pair of shoes annually
One (1) set of badges (one shirt badge and one hat badge)
Accouterments of rank and affiliation (patches and chevron)

Communication Officer and Jail Technician

One (1) short jacket
Four (4) trousers
One (1) tie
Two (2) shirts - long sleeve
Three (3) shirts - short sleeve
One (1) badge

Replacement uniforms, accessories and equipment for uniformed employees shall be provided by the Sheriff's Department according to the following limitations:

Section 22.2 Protective Body Armor.

Protective body armor will be replaced at the employer's cost every five (5) years, after initial issuance.

Section 22.3 Clothing Allowance

The County shall provide an annual clothing allowance to all employees covered under this contract. Said allowances shall apply to respective employees as follows:

1. \$550.00 per year to all commissioned, uniformed deputy sheriffs
2. \$450.00 per year to all commissioned, uniformed jail deputy sheriffs and telecommunicators
3. \$1,200.00 per year to all commissioned, non-uniformed deputy sheriffs

This allowance shall be used by the employee to purchase and maintain attire so as to maintain a professional and respectable appearance. The employer shall also make readily available to those employees authorized these clothing allowances, the costs of those items purchased as well the employee's remaining balance. Such notice shall be provided in written

form if so requested by the employee at the time of each purchase.

Items authorized for purchase from this clothing allowance shall include, but not be limited to, any items which had been initially issued to the employee upon hire. A rechargeable flashlight, a rechargeable flashlight charger, rechargeable flashlight bulbs, and rechargeable flashlight batteries shall also be items approved for purchase with this allowance. Other job related supplies, tools, or equipment shall be authorized for purchase at the discretion of the employer.

Section 22.4 Return of Uniforms and Equipment.

Members of the bargaining unit shall return to the Sheriff's Office any item which has been issued to a member for which the Sheriff's Office has paid or which was provided at the expense of the Sheriff's Office and not the member.

ARTICLE 23. Damage to Personal Property

A. Each employee covered by the Agreement, upon meeting the conditions indicated under Section "B" of this Article, subject to the limitations set forth under Section "C" of this Article, shall be reimbursed for personal property damaged in the performance of duty.

B. Conditions of Replacement

1. No item will be replaced which can practicably and economically be repaired. Judgment as to whether an item should be replaced or repaired will be determined by the Sheriff. The cost for repair will be paid by the County upon submittal of a receipt or invoice to the Sheriff.
2. Immediately upon ending his/her tour of duty on the day of the incident which causes damage to personal property, the employee must report in writing to his/her immediate supervisor. In the event the employee is injured or otherwise unable to complete his/her tour of duty, then written notification shall be made in a reasonable amount of time thereafter.
3. The circumstances surrounding the damage must be stated in the written report.
4. The damage must have been suffered in the performance of duty.
5. Witnesses to the damage must be included if applicable.
6. The property damaged must be described as accurately as possible.
7. Reimbursement will not be paid until the employee submits a receipt or invoice indicating he/she has repaired or replaced the damaged property, stating the date and cost of repair or replacement.

C. Limitations as to the items of property which shall be repaired or replaced and the maximum amounts for which the County will be liable:

| | |
|---------------------------------|----------|
| Eyeglasses or contact lenses | \$200.00 |
| Shoes | \$ 75.00 |
| Wrist watches or pocket watches | \$ 75.00 |
| Hairpieces or wigs | \$300.00 |
| Shirt or blouse | \$ 50.00 |
| Trousers or skirt | \$ 50.00 |
| Suit or dress | \$200.00 |
| Jacket or coat | \$150.00 |
| Belt, tie or scarf | \$ 15.00 |

ARTICLE 24 - Americans With Disabilities Act

The Employer will take all actions necessary to comply with all the relevant and applicable provisions of the Americans With Disabilities Act (ADA), which may include making a reasonable accommodation in response to a request from a qualified disabled employee. Examples of reasonable accommodations may include, but are not limited to, the following: changing work schedules; reassigning duties, or placing a qualified employee in a different available position. If any of these actions conflict with the provisions of this Agreement, the Employer and the Union will meet and bargain over any proposed changes or exceptions to the terms of this Agreement.

ARTICLE 25 - Compliance with Law

Should any Court hold any part of this Agreement invalid, such decision shall not invalidate any other part of this agreement. The employer and the Union shall comply with any and all Federal and State statutes.

ARTICLE 26. Duration of Agreement

This Agreement shall go into effect on December 1, 2004, and shall continue to be in full force and effect until November 30, 2008. The parties to this Agreement hereby agree to begin meeting for the purpose of negotiating a new agreement no later than August 15, 2008.

In the event any provision or provisions of this Agreement is, or is held to be, invalid by law, such provision or provisions shall be null and void as between the parties hereto, but the remainder of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals this 14th of October, 2006.

FOR THE COUNTY:

FOR THE UNION:

s/ Alan J. Dunstan
Chairman, Madison County Board

s/ Daniel J. Collman
Policemen's Benevolent & Protective
Association of Illinois Labor Committee

s/ Robert J. Hertz
Sheriff, Madison County

Madison County
Negotiating Committee

Policemen's Benevolent & Protective
Association of Illinois Labor Committee
Negotiating Committee

**Appendix A
Wage Scale Tables**

| | 12/1/2004 | 3% | | |
|---------------------------------------|------------------|-------------------|-------------------|---------------------|
| | Base | 5 yrs 6.5% | 10 yrs 13% | 15 yrs 18.5% |
| <u>Patrol Division</u> | | | | |
| Probationary Deputy (1-6 mo) | \$39,184.50 | | | |
| | \$18.84 | | | |
| Probationary Deputy (7-12 mo) | \$41,476.86 | | | |
| | \$19.94 | | | |
| Deputy Sheriff | \$46,083.02 | \$49,078.42 | \$52,073.82 | \$54,608.38 |
| | \$22.16 | \$23.60 | \$25.04 | \$26.25 |
| Sergeant | \$48,380.80 | \$51,525.55 | \$54,670.30 | \$57,331.25 |
| | \$23.26 | \$24.77 | \$26.28 | \$27.56 |
| Lieutenant | \$50,876.80 | \$54,183.79 | \$57,490.78 | \$60,289.01 |
| | \$24.46 | \$26.05 | \$27.64 | \$28.99 |
| Captain | \$53,580.80 | \$57,063.55 | \$60,546.30 | \$63,493.25 |
| | \$25.76 | \$27.43 | \$29.11 | \$30.53 |
| | | | | |
| <u>Communications Division</u> | | | | |
| Prob. Comm Officer (1-6 mo) | \$37,149.22 | | | |
| | \$17.86 | | | |
| Prob. Comm Officer (7-12 mo) | \$39,334.46 | | | |
| | \$18.91 | | | |
| Communications Officer | \$43,704.96 | \$46,545.78 | \$49,386.60 | \$51,790.38 |

| | | | | |
|------------------------------|-------------|-------------|-------------|-------------|
| | \$21.01 | \$22.38 | \$23.74 | \$24.90 |
| Jail Division | | | | |
| Prob. Jail Tech (1-6 mo) | \$34,171.28 | | | |
| | \$16.43 | | | |
| Prob. Jail Tech (7-12 mo) | \$36,185.14 | | | |
| | \$17.40 | | | |
| Jail Technician | \$40,191.42 | \$42,803.87 | \$45,416.31 | \$47,626.84 |
| | \$19.32 | \$20.58 | \$21.83 | \$22.90 |
| Prob. Jail Officer (1-6 mo) | \$37,149.22 | | | |
| | \$17.86 | | | |
| Prob. Jail Officer (7-12 mo) | \$39,334.46 | | | |
| | \$18.91 | | | |
| Jail Officer | \$43,704.96 | \$46,545.78 | \$49,386.60 | \$51,790.38 |
| | \$21.01 | \$22.38 | \$23.74 | \$24.90 |
| Jail Sergeant | \$45,988.80 | \$48,978.07 | \$51,967.34 | \$54,496.73 |
| | \$22.11 | \$23.55 | \$24.98 | \$26.20 |
| Jail Lieutenant | \$48,484.80 | \$51,636.31 | \$54,787.82 | \$57,454.49 |
| | \$23.31 | \$24.83 | \$26.34 | \$27.62 |
| Jail Captain | \$51,188.80 | \$54,516.07 | \$57,843.34 | \$60,658.73 |
| | \$24.61 | \$26.21 | \$27.81 | \$29.16 |

**Appendix A
Wage Scale Tables**

| | 12/1/2005 | 2 1/2% | | | |
|--------------------------------|------------------|---------------|---------------|---------------|---------------|
| | Base | 5 yrs | 10 yrs | 15 yrs | 25 yrs |
| | | 6.5% | 13% | 18.5% | 21.5% |
| Patrol Division | | | | | |
| Probationary Deputy (1-6 mo) | \$40,142.15 | | | | |
| | \$19.30 | | | | |
| Probationary Deputy (7-12 mo) | \$42,513.79 | | | | |
| | \$20.44 | | | | |
| Deputy Sheriff | \$47,235.10 | \$50,305.38 | \$53,375.66 | \$55,973.59 | \$57,390.65 |
| | \$22.71 | \$24.19 | \$25.66 | \$26.91 | \$27.59 |
| Sergeant | \$49,590.32 | \$52,813.69 | \$56,037.06 | \$58,764.53 | \$60,252.24 |
| | \$23.84 | \$25.39 | \$26.94 | \$28.25 | \$28.97 |
| Lieutenant | \$52,148.72 | \$55,538.39 | \$58,928.05 | \$61,796.23 | \$63,360.69 |
| | \$25.07 | \$26.70 | \$28.33 | \$29.71 | \$30.46 |
| Captain | \$54,920.32 | \$58,490.14 | \$62,059.96 | \$65,080.58 | \$66,728.19 |
| | \$26.40 | \$28.12 | \$29.84 | \$31.29 | \$32.08 |
| Communications Division | | | | | |
| Prob. Comm Officer (1-6 mo) | \$38,077.95 | | | | |
| | \$18.31 | | | | |
| Prob. Comm Officer (7-12 mo) | \$40,317.83 | | | | |
| | \$19.38 | | | | |
| Communications Officer | \$44,797.58 | \$47,709.43 | \$50,621.27 | \$53,085.14 | \$54,429.06 |

| | | | | | |
|------------------------------|-------------|-------------|-------------|-------------|-------------|
| | \$21.54 | \$22.94 | \$24.34 | \$25.52 | \$26.17 |
| Jail Division | | | | | |
| Prob. Jail Tech (1-6 mo) | \$35,025.56 | | | | |
| | \$16.84 | | | | |
| Prob. Jail Tech (7-12 mo) | \$37,089.76 | | | | |
| | \$17.83 | | | | |
| Jail Technician | \$41,196.21 | \$43,873.96 | \$46,551.72 | \$48,817.51 | \$50,053.39 |
| | \$19.81 | \$21.09 | \$22.38 | \$23.47 | \$24.06 |
| Prob. Jail Officer (1-6 mo) | \$38,077.95 | | | | |
| | \$18.31 | | | | |
| Prob. Jail Officer (7-12 mo) | \$40,317.83 | | | | |
| | \$19.38 | | | | |
| Jail Officer | \$44,797.58 | \$47,709.43 | \$50,621.27 | \$53,085.14 | \$54,429.06 |
| | \$21.54 | \$22.94 | \$24.34 | \$25.52 | \$26.17 |
| Jail Sergeant | \$47,138.52 | \$50,202.52 | \$53,266.53 | \$55,859.15 | \$57,273.30 |
| | \$22.66 | \$24.14 | \$25.61 | \$26.86 | \$27.54 |
| Jail Lieutenant | \$49,696.92 | \$52,927.22 | \$56,157.52 | \$58,890.85 | \$60,381.76 |
| | \$23.89 | \$25.45 | \$27.00 | \$28.31 | \$29.03 |
| Jail Captain | \$52,468.52 | \$55,878.97 | \$59,289.43 | \$62,175.20 | \$63,749.25 |
| | \$25.23 | \$26.86 | \$28.50 | \$29.89 | \$30.65 |

**Appendix A
Wage Scale Tables**

| | 12/1/2006 | 2 ½% | | | |
|--------------------------------|------------------|--------------|---------------|---------------|----------------------|
| | Base | 5 yrs | 10 yrs | 15 yrs | <u>25 yrs</u> |
| | | 6.5% | 13% | 18.5% | <u>21.5%</u> |
| Patrol Division | | | | | |
| Probationary Deputy (1-6 mo) | \$41,145.70 | | | | |
| | \$19.78 | | | | |
| Probationary Deputy (7-12 mo) | \$43,576.63 | | | | |
| | \$20.95 | | | | |
| Deputy Sheriff | \$48,415.98 | \$51,563.02 | \$54,710.05 | \$57,372.93 | \$58,825.41 |
| | \$23.28 | \$24.79 | \$26.30 | \$27.58 | \$28.28 |
| Sergeant | \$50,830.08 | \$54,134.03 | \$57,437.99 | \$60,233.64 | \$61,758.54 |
| | \$24.44 | \$26.03 | \$27.61 | \$28.96 | \$29.69 |
| Lieutenant | \$53,452.44 | \$56,926.85 | \$60,401.25 | \$63,341.14 | \$64,944.71 |
| | \$25.70 | \$27.37 | \$29.04 | \$30.45 | \$31.22 |
| Captain | \$56,293.33 | \$59,952.39 | \$63,611.46 | \$66,707.59 | \$68,396.39 |
| | \$27.06 | \$28.82 | \$30.58 | \$32.07 | \$32.88 |
| Communications Division | | | | | |
| Prob. Comm Officer (1-6 mo) | \$39,029.90 | | | | |
| | \$18.76 | | | | |
| Prob. Comm Officer (7-12 mo) | \$41,325.77 | | | | |
| | \$19.87 | | | | |

| | | | | | |
|------------------------------|-------------|-------------|-------------|-------------|-------------|
| Communications Officer | \$45,917.52 | \$48,902.16 | \$51,886.80 | \$54,412.27 | \$55,789.79 |
| | \$22.08 | \$23.51 | \$24.95 | \$26.16 | \$26.82 |
| <u>Jail Division</u> | | | | | |
| Prob. Jail Tech (1-6 mo) | \$35,901.20 | | | | |
| | \$17.26 | | | | |
| Prob. Jail Tech (7-12 mo) | \$38,017.01 | | | | |
| | \$18.28 | | | | |
| Jail Technician | \$42,226.11 | \$44,970.81 | \$47,715.51 | \$50,037.95 | \$51,304.73 |
| | \$20.30 | \$21.62 | \$22.94 | \$24.06 | \$24.67 |
| Prob. Jail Officer (1-6 mo) | \$39,029.90 | | | | |
| | \$18.76 | | | | |
| Prob. Jail Officer (7-12 mo) | \$41,325.77 | | | | |
| | \$19.87 | | | | |
| Jail Officer | \$45,917.52 | \$48,902.16 | \$51,886.80 | \$54,412.27 | \$55,789.79 |
| | \$22.08 | \$23.51 | \$24.95 | \$26.16 | \$26.82 |
| Jail Sergeant | \$48,316.98 | \$51,457.59 | \$54,598.19 | \$57,255.62 | \$58,705.13 |
| | \$23.23 | \$24.74 | \$26.25 | \$27.53 | \$28.22 |
| Jail Lieutenant | \$50,939.34 | \$54,250.40 | \$57,561.46 | \$60,363.12 | \$61,891.30 |
| | \$24.49 | \$26.08 | \$27.67 | \$29.02 | \$29.76 |
| Jail Captain | \$53,780.23 | \$57,275.95 | \$60,771.66 | \$63,729.58 | \$65,342.98 |
| | \$25.86 | \$27.54 | \$29.22 | \$30.64 | \$31.41 |

**Appendix A
Wage Scale Tables**

| | 12/1/2007 | 2 1/2% | | | |
|---------------------------------------|------------------|-----------------------|-----------------------|-------------------------|---------------------------------------|
| | Base | 5 yrs 6.5% | 10 yrs 13% | 15 yrs 18.5% | <u>25 yrs</u> <u>21.5%</u> |
| <u>Patrol Division</u> | | | | | |
| Probationary Deputy (1-6 mo) | \$42,174.35 | | | | |
| | \$20.28 | | | | |
| Probationary Deputy (7-12 mo) | \$44,666.05 | | | | |
| | \$21.47 | | | | |
| Deputy Sheriff | \$49,626.38 | \$52,852.09 | \$56,077.81 | \$58,807.26 | \$60,296.05 |
| | \$23.86 | \$25.41 | \$26.96 | \$28.27 | \$28.99 |
| Sergeant | \$52,100.83 | \$55,487.38 | \$58,873.94 | \$61,739.48 | \$63,302.51 |
| | \$25.05 | \$26.68 | \$28.30 | \$29.68 | \$30.43 |
| Lieutenant | \$54,788.75 | \$58,350.02 | \$61,911.29 | \$64,924.67 | \$66,568.33 |
| | \$26.34 | \$28.05 | \$29.77 | \$31.21 | \$32.00 |
| Captain | \$57,700.66 | \$61,451.20 | \$65,201.75 | \$68,375.28 | \$70,106.30 |
| | \$27.74 | \$29.54 | \$31.35 | \$32.87 | \$33.70 |
| <u>Communications Division</u> | | | | | |
| Prob. Comm Officer (1-6 mo) | \$40,005.64 | | | | |
| | \$19.23 | | | | |
| Prob. Comm Officer (7-12 mo) | \$42,358.92 | | | | |

| | | | | | |
|------------------------------|-------------|-------------|-------------|-------------|-------------|
| | \$20.36 | | | | |
| Communications Officer | \$47,065.46 | \$50,124.72 | \$53,183.97 | \$55,772.57 | \$57,184.54 |
| | \$22.63 | \$24.10 | \$25.57 | \$26.81 | \$27.49 |
| <u>Jail Division</u> | | | | | |
| Prob. Jail Tech (1-6 mo) | \$36,798.73 | | | | |
| | \$17.69 | | | | |
| Prob. Jail Tech (7-12 mo) | \$38,967.43 | | | | |
| | \$18.73 | | | | |
| Jail Technician | \$43,281.77 | \$46,095.08 | \$48,908.40 | \$51,288.89 | \$52,587.35 |
| | \$20.81 | \$22.16 | \$23.51 | \$24.66 | \$25.28 |
| Prob. Jail Officer (1-6 mo) | \$40,005.64 | | | | |
| | \$19.23 | | | | |
| Prob. Jail Officer (7-12 mo) | \$42,358.92 | | | | |
| | \$20.36 | | | | |
| Jail Officer | \$47,065.46 | \$50,124.72 | \$53,183.97 | \$55,772.57 | \$57,184.54 |
| | \$22.63 | \$24.10 | \$25.57 | \$26.81 | \$27.49 |
| Jail Sergeant | \$49,524.91 | \$52,744.03 | \$55,963.15 | \$58,687.02 | \$60,172.76 |
| | \$23.81 | \$25.36 | \$26.91 | \$28.21 | \$28.93 |
| Jail Lieutenant | \$52,212.83 | \$55,606.66 | \$59,000.49 | \$61,872.20 | \$63,438.58 |
| | \$25.10 | \$26.73 | \$28.37 | \$29.75 | \$30.50 |
| Jail Captain | \$55,124.74 | \$58,707.85 | \$62,290.95 | \$65,322.82 | \$66,976.56 |
| | \$26.50 | \$28.22 | \$29.95 | \$31.41 | \$32.20 |

Appendix B

GRIEVANCE

(use additional sheets where necessary)

Department: _____ Date Filed: _____

Grievant's Name: _____
Last
First
M. I.

STEP ONE

Date of incident or Date Knew of Facts Giving Rise to Grievance: _____

Article(s) and Section(s) of Contract violated: _____

Briefly state the facts: _____

Remedy Sought: _____

Given To: _____ Date/Time: _____

Grievant's Signature
PBLC Representative Signature

EMPLOYER STEP ONE RESPONSE

Grievant's Signature

PBLC Representative Signature

EMPLOYER'S STEP FOUR RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

REFERRAL TO ARBITRATION by The Policemen's Benevolent Labor Committee

Person to Whom Referral Given

Date

PB&PA Labor Committee Representative

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
Madison County Sheriff
Madison County Board
And
Policemen's Benevolent Labor Committee**

The parties agree to the following regarding the maintenance of a Dress Suit:

The Sheriff hereby agrees that employees shall not be required to maintain a dress suit for court appearances. Employees will instead be allowed to wear their uniform instead of a dress suit.

This MOU is effective upon the date signed by the parties.

For the Employers

For the Union:

s/ Alan J. Dunstan _____

s/ Daniel J. Collman _____

s/ Robert J. Hertz _____

Date: October 14, 2005 _____

Date: October 14, 2005 _____

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN**

Madison County Sheriff
Madison County Board
And
Policemen's Benevolent Labor Committee

The parties agree to the following "me too" clause regarding vacation accrual:

The Employers hereby agree to award members of this bargaining unit any additional vacation accrual enhancements that the AFSCME bargaining unit receives. Such benefit will be effective at such time as a final collective bargaining agreement is ratified by the County and the AFSCME local.

This MOU is effective upon the date signed by the parties and shall expire November 30, 2008.

For the Employers

For the Union:

s/ Alan J. Dunstan

s/ Daniel J. Collman

s/ Robert J. Hertz

Date: October 14, 2005 Date: October 14, 2005

Mr. Trucano moved, seconded by Mr. Shipley, to adopt the foregoing Resolution.

AYES: Messers Adler, Ms. Brown, Burris, Daiber, Ms. Fitzgerald, Ms. Glasper, Ms. Hawkins, Hoechst, Holliday, Julian, Ms. Kuhn, Laub, Meyer, Minner, Ms. Myers, Patton, Ms. Perjak, Prehn, Ruebhausen, Ms. Ruppert, Scheibel, Schuler, Semanisin, Shipley, Stobbs, Thureau, Trucano, and Wangard.

NAYS: None.

Ayes 28. Nays 0. Whereupon the Chairman declared the motion to go into executive session duly adopted.

Mr. Schuler moved, seconded by Mr. Meyer, to recess this Special Session of the Madison County Board until Wednesday, October 12, 2005. **MOTION CARRIED.**

ATTEST:

Mark Von Nida
County Clerk