

COLLECTIVE BARGAINING

AGREEMENT

BETWEEN

**LIVCOM/ETSB
LIVINGSTON COUNTY**

AND

**ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL**

REPRESENTING

LIVCOM/ETSB TELECOMMUNICATORS

DECEMBER 1, 2013 THROUGH NOVEMBER 30,2016

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PREAMBLE

This Agreement entered into by and among LIVCOM/ETSB and Livingston County (hereinafter referred to as the "Employer"), the Illinois Fraternal Order of Police Labor Council (hereinafter referred to as the "Council") is intended to promote mutually harmonious understanding and a beneficial economic relationship between the Employer and the Council, and to set forth herein the basic and full agreement between the parties. It is the intention of this Agreement to provide, where not otherwise mandated by Statutes for the salary structure, fringe benefits and employment conditions of the full time telecommunicators covered by this Agreement, to prevent interruptions of work and interference with the efficient operations, and to provide an orderly and prompt method for handling and processing grievances. The following reflects the agreement between the Employer and the Council concerning this Agreement:

ARTICLE 1 - RECOGNITION

The Employer hereby recognizes the Council as the sole and exclusive collective bargaining representative for the purposes of collective bargaining on any and all matters relating to wages, hours, and all other terms and conditions of employment of all members of the bargaining unit. The bargaining unit shall include all full-time telecommunicators employed by LIVCOM/ETSB and Livingston County. The Employer agrees not to diminish the bargaining unit as it presently exists.

ARTICLE 2 - MANAGEMENT RIGHTS

The Employer possesses the sole right to operate the LIVCOM/ETSB Center and all management rights reposed in it. Nothing herein shall affect the internal control authority of the Manager of Communications. Except as specifically amended, changed or modified by the Agreement, these rights include, but are not limited to, the following:

- (1) To direct all operations of the LIVCOM/ETSB Center.
- (2) To establish reasonable work rules and schedules of work.
- (3) To hire, promote, transfer, schedule and assign Employees in positions and to create, combine, modify and eliminate positions within the LIVCOM/ETSB Center.
- (4) To suspend, discharge and take other disciplinary action against Employees for just cause under established work rules and regulations of the LIVCOM/ETSB Center and the provisions of this Agreement.
- (5) To maintain efficiency of LIVCOM/ETSB operations.

- (6) To introduce new or improved methods or facilities.
- (7) To change existing methods or facilities.
- (8) To determine the kinds and amounts of services to be performed as pertains to LIVCOM/ETSB operations, and the number and kind of classifications to perform such services.
- (9) To contract out for goods and services other than Telecommunications or as provided in this Agreement.
- (10) To determine the methods, means and personnel by which LIVCOM/ETSB operations are to be conducted:
 - (a) To determine proper uniform and attire for all personnel and to change, alter or amend this clothing and equipment as needed.
 - (b) To determine the shift or duty assignments, the number of personnel per shift or duty assignments and not to change these without at least five (5) days' notice except in emergencies or by mutual agreement. The next day after the notice shall constitute the first day of the five (5) days' notice.
 - (c) To require compliance with regular written reasonable department rules and regulations, and to all general orders, special orders, official notices or memorandum issued from LIVCOM/ETSB Center on departmental letterhead, memorandum, general or special order, or other identifiable department documents, and the established LIVCOM/ETSB Center personnel policy and procedure manual.
 - (d) To require prior notification of any outside part-time employment and set reasonable restrictions thereon and annually to renew the notification or provide additional notification upon a change to any outside part-time employment.
 - (e) 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.
 - (f) To determine the proper utilization of department equipment and maintenance of equipment.
 - (g) To retain the right to issue and/or assign any or all department equipment and vehicles to Employees or other individuals as necessary and directed by the Manager of Communications.
 - (h) To schedule overtime work as required in the manner most advantageous to the department and in accordance with this Agreement.

(11) To take whatever action is necessary to carry out the functions of the LIVCOM/ETSB Center in situations of emergency.

(12) To lay-off Employees.

ARTICLE 3 - SUBCONTRACTING

It is the general policy of the Employer to continue to utilize Employees to perform work they are qualified to perform. However, the Employer reserves the right to contract out any work it deems necessary in the interest of economy, improved work product, or emergency. Subcontracting may not be used to reduce the work hours of/or displace bargaining unit Employees.

ARTICLE 4 - LAY-OFF

If the Employer contemplates the elimination of any position of the bargaining unit Employees immediately after the term of this Agreement, the Employer shall notify the Council ninety (90) days in advance, meet and negotiate the terms, prior to implementation during the term of this Agreement.

Where there is an impending lay-off with respect to the Employees in the bargaining unit, the Employer shall inform the Council in writing no later than thirty (30) days prior to such lay-off, and lay-off may be initiated by the Employer only where there are insufficient funds to pay the Employees in the bargaining unit. The Employer will provide the Council with the names of all Employees to be laid off prior to the lay-off.

Probationary Employees, temporary and part-time Employees shall be laid off first, then Employees shall be laid off in accordance with their seniority. The Employees with the least amount of seniority shall be laid off first. All Employees shall receive notice in writing of the lay-off thirty (30) days in advance of the effective date of such lay-offs.

No Employee will be hired to perform or permitted to perform those duties normally performed by a member while any member is on lay-off status. The Employer will not increase the use of part-time Employees while any full-time member covered by the terms of this Agreement is on lay-off.

Any member who has been laid off shall be placed on the appropriate reinstatement list and shall be recalled on the basis of seniority. Recall rights shall be limited to one (1) year.

ARTICLE 5 - DUES DEDUCTIONS AND FAIR SHARE

Upon receipt of a payroll deduction authorization form from a member of the bargaining unit (a copy of which is attached hereto as Exhibit A), LIVCOM/ETSB shall deduct moneys (dues deductions) from the bargaining unit member's pay on every payday. All such deductions shall be remitted together with an itemized statement to the Business Manager of the Council by the twentieth (20th) day of the month in which the deductions are made.

All such transactions of payroll deductions will be done at no cost to the members of the Council.

Any present Employee who is not a member of the Union 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, 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 on whose behalf the Employer 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 Employer that the affected Employee has been delinquent in his obligations 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 the Employee has been advised by the Union of his obligations pursuant to this Article and of the manner in which the Lodge 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 the objections adjudicated before an impartial arbitrator assigned by the Employee and the Lodge for the purpose of determining and resolving any objections the Employee may have to the fair share fee.

ARTICLE 6 - NON-DISCRIMINATION

Section A. Prohibition Against Discrimination

Both LIVCOM/ETSB and the Council agree not to discriminate against any member of the bargaining unit on the basis of race, sex, creed, religion, color, marital or parental status, age, national origin, political affiliation and/or beliefs, mental and/or physical handicap, or other non-merit factors.

Section B. Council Activities

LIVCOM/ETSB shall not discriminate against, interfere with, restrain or coerce members of the bargaining unit because of lawful activities on behalf of the Council, or because of their exercise of any rights granted by this Agreement.

Section C. No Dual Remedies

Alleged violations of this Article which may also be the subject of a charge before a state or federal administrative agency shall be grievable, but not arbitrable, under this Agreement.

ARTICLE 7 - SENIORITY

Section A. Definition of Seniority

As of the effective date of this Agreement, for purposes of time at and time off work, seniority shall be defined as years of continuous service that a member of the bargaining unit has worked for LIVCOM/ETSB as full-time telecommunicator(s), calculated from the date the member of the bargaining unit started as a full-time telecommunicator. If two or more members of the bargaining unit started on the same date, their seniority shall be determined by their actual shift starting time and the earliest shift starting time shall be the most senior.

The Employer shall furnish the Council Representative with reports of any changes to such list as they occur.

Section B. Seniority List

Dobbs, Michele L.	07/22/96
Snow, Renae D.	07/29/96
Higgins, Donna L.	06/16/97
Rakoczy, Kevin J.	10/06/97
Guth-Atkinson, Sandra	09/27/99
Kelly, William	05/22/02
Weber-Rodriguez, Christina	09/04/03
Kemnetz, Tanya	07/17/06
Law, Stephanie	11/19/07
Hensel, Charrissa	05/20/13
Garrity, Joan	01/27/14

Section C. Termination of Seniority

An Employee shall be terminated by the Employer and the Employee's seniority broken when Employee:

- (1) quits; or
- (2) is discharged for just cause; or
- (3) is laid off pursuant to the provisions of this Agreement for a period of twelve (12) months; or
- (4) accepts gainful employment while on an approved leave of absence from the Employer; or
- (5) is absent for three (3) consecutively scheduled work days without proper notification or authorization; or
- (6) fails to return to work at the conclusion of an approved leave of absence for a period of three (3) consecutive days.

Section D. Seniority While on Leave

Employees will not continue to accrue seniority credit for any time spent on authorized unpaid leaves of absence. Loss of seniority will be computed based on the number of calendar days of any authorized unpaid leave of absence.

Section E. Seniority Shift Bidding

The Employer shall use a shift-bidding procedure based upon seniority or time as supervisor to determine which Employees will work the shifts determined by Employer with rotating days off and shall change the shift and day-off assignments every six (6), twenty-eight (28) day schedule periods. A sign-up list will be posted for seven (7) consecutive days prior to the end of each six (6), twenty-eight day schedule period and each Employee may sign up for the shift of his or her preference prior to the beginning of the next six (6) twenty-eight (28) day schedule period and shall receive their shift assignment based on seniority or time as supervisor. Employees will have the ability to bid different shifts for each twenty-eight (28) day period within the six (6), twenty-eight (28) day schedule period. Any Employee eligible for shift bidding who does not sign up on a timely basis or who fails to sign up shall be assigned to any shift and days off for the following six (6), twenty-eight (28) day schedule period. An Employee shall be able to change the shift they have bid if they have obtained the consent of another Employee or who would like to switch shifts and if Employer has also consented to the change.

ARTICLE 8 - BEREAVEMENT LEAVE

The following leave, with pay, will be allowed to members of the bargaining unit due to bereavement.

(1) 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 to make funeral arrangements and attend the funeral with the approval of the Manager of Communications, and for each 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, benefit time, except sick time, and receive compensation for each additional day's absence at his normal rate of pay, provided that his immediate superior, Manager of Communications, approves such additional absence. Such approval shall not be unreasonably withheld.

(2) Any absence to attend the funeral of anyone who is not a member of an Employee's immediate family may be arranged with the Manager of Communications, without pay, but previously earned and unused benefit time, may be utilized in such case with the consent of the Manager of Communications.

(3) These bereavement days, (three (3) consecutive days of work) for the immediate family member must be taken during the time of the funeral. A member of the immediate family shall be defined to be any Employee's current spouse (or the current spouse's) mother, father, daughter or son (including step or adopted), sister or brother (including half or step), grandparent or grandchild.

ARTICLE 9 - INSURANCE

Section A. Medical Insurance Plan

Employer shall make available health and life insurance coverage that is substantially similar to the coverage that existed on the date of this Agreement with Employer paying ninety percent (90%) of the cost of the individual premium and the employee paying ten percent (10%) of the cost of the individual premium. In the event that the cost of such coverage increases or decreases by more than five percent (5%) or the coverage is changed or canceled through no fault of the Employer, the parties agree to immediately meet and negotiate the impact of such cost increase or decrease, change or cancellation. The Employer reserves the right to change insurance carriers to self-insure or to participate in a health maintenance organization if it deems appropriate. Retired employees drawing their pension from the Illinois Municipal Retirement Fund may elect to have coverage for Health and Life Insurance from the Employer provided the retired employee pays the entire costs of his/her premiums.

Section B. Life Insurance

Employees shall have the same amount of base life insurance coverage as the other Employees of Livingston County, Illinois.

Section C. Compliance with the Patient Protection and Affordable Care Act (PPACA)

Notwithstanding the other provisions of Article 9, if compliance with the PPACA while continuing to provide the existing health and life insurance coverage will result in the Employer having to pay, whether directly or indirectly, "Cadillac" taxes, or Employer is subject to penalties or fees because employees are eligible to obtain coverage through an exchange or the Employer is subject to any other penalties, fees, taxes or costs because of any federal or state health care laws, then the parties agree to immediately meet and negotiate the impact of such penalties, fees, taxes or costs.

Section D. Insurance Advisory Committee

Employer and the Labor Council mutually agree that it is in their best interests to create an insurance advisory committee composed of employee representatives from each union bargaining units, non-union employees, and other Employer representatives including the Human Resource Specialist to review and evaluate dental, optometric, life and health insurance coverages and make recommendations concerning insurance issues to the County Board of Livingston County, Illinois, and the appropriate Board committee. It is understood that the creation of this insurance advisory committee will require the approval not only of the Employer but also that of the other union bargaining units which have collective bargaining agreements with the Employer.

ARTICLE 10 - HOURS OF WORK, OVERTIME AND WORK CYCLE

Section A. Work Day, Work Week, and Hours

The normal work day shall be eight (8) consecutive hours, including a thirty consecutive minute out of service lunch break and two (2) fifteen (15) minute not out of service breaks. Employees that are unable to take a lunch break because of an emergency will be compensated 30 minutes compensatory time (if Employee is not above the seventy-two (72) hour compensatory time cap as provided for in Article 18, Section E, or thirty (30) minutes of straight time pay if over the aforementioned cap) as authorized by the Shift Supervisor. The normal work week shall be forty (40) hours within seven (7) consecutive calendar days running from Monday through Sunday.

Section B. Overtime

All members of the bargaining unit will be paid time and one-half in wages or compensatory time, (not to exceed seventy-two (72) hours of compensatory time) the Employees' choice, for all overtime hours worked in a work day in excess of eight (8) hours, or any hours over forty (40) per week. For purposes of calculating overtime, all compensated hours shall count as hours worked. Available overtime opportunities shall be offered to bargaining unit members by seniority pursuant to the procedure set forth below.

Section C. Anticipated Openings

Overtime assignments shall be offered to full-time telecommunicator(s) by seniority, one (1) assignment per member until all openings are filled or no more overtime is accepted.

Section D. Unanticipated Openings

(1) Those full-time telecommunicators currently on duty shall be offered the opportunity to volunteer.

(2) If the opening remains after complying with paragraph (1) above, then all other full-time telecommunicators shall be contacted (via telephone) by use of a seniority (most to least) list to seek a volunteer for the opening. When the opening is filled the rotation of the seniority list shall be frozen at the point of acceptance. The next opening shall commence with the full-time telecommunicator's name immediately below that of the last telecommunicator's name that accepted the last opportunity for overtime. Rotation shall continue until acceptance is made or until one (1) full rotation of the entire list has been completed.

(3) If the opening remains after complying with paragraphs (1) and (2) above, then the Manager of Communications may order: (i) a full-telecommunicator on duty (utilizing an inverse rotating seniority list) to fill the opening by remaining on duty for four (4) hours, and (ii) may order a full-time telecommunicator (via telephone) to report for duty (utilizing an

inverse rotating seniority list) four (4) hours early.

(4) If the opening remains after complying with paragraphs (1), (2) and (3) above, the Manager of Communications may order an on duty full-time telecommunicator to mandatorily fill the opening (utilizing an inverse seniority list). Member shall be compensated at time and one-half (1½) for all hours worked on a mandatory overtime assignment.

A member working regular overtime assignment shall not be subject to an additional mandatory overtime assignment. Mandatory overtime shall be limited to two (2), four (4) hour periods per week. The week shall be defined as a seven (7) day period commencing from the day of the mandated overtime.

Once a full-time telecommunicator has served a mandatory overtime assignment, the member's name shall drop to the bottom of the mandatory overtime assignment roster.

Section E. Work Day Defined

The work day is defined as a twenty-four (24) hour period that begins at 6:00 a.m. and ends at 5:59 a.m. the following day.

Section F. LIVCOM Policies For Overtime and Time Off

The provisions of the LIVCOM Policies for Overtime and Time Off shall be incorporated by reference as a part of this Agreement as set forth in Exhibit B attached hereto and to the extent there is a conflict between Exhibit B and any other terms and conditions of this Agreement, Exhibit B shall govern.

ARTICLE 11 - HOLIDAYS

Section A. Paid Holidays

The Employer will pay for eleven (11) paid holidays per year. Those paid holidays are accrued as follows:

New Year's Day	Labor Day
Martin Luther King's Birthday	Veteran's Day
President's Day	Thanksgiving Day
Independence Day	The Day after Thanksgiving
Easter Sunday	Christmas Day
Memorial Day	

Section B. Holiday Pay

Employees covered by this Agreement when their regular scheduled day off falls on

the actual day of a holiday, shall have the option of receiving eight (8) hours of additional pay for that holiday or banking the holiday. When an Employee's regular workday falls on the actual day of the holiday, the Employee shall be paid one and one-half (1½) times their regular hourly rate of pay for all hours worked on the holiday in addition to the option of receiving eight (8) hours of regular pay or banking the holiday. When an Employee is called in from his/her regular day off on the actual day of the holiday, the Employee shall be paid at the overtime rate of time and one-half (1½) their hourly rate of pay, for all hours worked in addition to eight (8) hours of holiday pay as set out above. Any telecommunicator who is mandated to work overtime on a holiday shall receive two (2) times their regular hourly rate for all overtime hours worked on a holiday.

Section C. Accumulation

No more than ten (10) Holiday Days may be accumulated and carried over from one year to the next by an Employee. All accumulated Holiday Days in excess of ten (10) Holiday Days per Employee in existence as of November 30th, (beginning November 30, 2010), shall be paid to the Employee included with the second paycheck in December, (beginning December of 2010), at the Employee's rate of pay in effect as of the previous November 30th, (beginning November 30, 2010), with the usual and customary deductions taken for withholding, FICA, Medicare, IMRF and the like. Employer shall provide each Employee with an analysis and explanation of the payment being made for purposes of verification. Each fiscal year thereafter any accumulated Holiday Days in excess of ten (10) Holiday Days per Employee shall be paid to each Employee included with the second paycheck in December, at the Employee's rate of pay in effect on the previous November 30th, with the usual and customary deductions taken for withholding, FICA, Medicare, IMRF and the like.

ARTICLE 12 - VACATION

Section A. Vacation Earned

Members of the bargaining unit shall receive earned vacation pay in accordance with the following schedule:

0-7 years service-----	12 days
8-15 years service-----	18 days
After 15 years service-----	24 days

During the first six (6) months of employment, an Employee may not take his or her vacation time. However, the vacation earned in the first year of employment may be taken during the second six (6) months of an Employee's first year of eomputed from the anniversary day of each Employee and will be paid for at the regular hourly rate on the basis of eight (8) hours per day.

Section B. Vacation Pay

All vacation leave will be paid for at the regular hourly rate and on the basis of eight (8) hours per day.

Section C. Vacation Scheduling

All Employees must submit, in writing, a schedule of vacation for which they want to exercise seniority rights after January 1st and prior to March 1st of each year. The vacation schedule shall apply to the period of time beginning on March 1st of the current year through February 28th or 29th of the subsequent year. Conflicts in scheduling shall be resolved in favor of the most senior Employee prior to March 1st. After March 1st vacation picks shall be selected on a first submitted-first granted basis. Vacations may be utilized one day at a time. Vacations shall not be unreasonably denied solely on the basis of avoiding overtime. Vacation requests for 1 day at a time must be submitted in writing one (1) day in advance.

Section D. Accumulation

No Employee may accumulate more than the equivalent of one (1) year of Vacation Leave based on his or her years of service as set forth in Section A above to be carried over from one year to the next based on the anniversary date of hire. By way of example, an Employee with seven (7) years of service could carry over up to twelve (12) days of Vacation Leave while an Employee with eight (8) years of service could carry over up to eighteen (18) days of Vacation Leave. All accumulated Vacation Leave in excess of the equivalent of one (1) year of vacation time per Employee in existence as of November 30th, (beginning November 30, 2010), shall be paid to the Employee and included with the second paycheck in December, (beginning December of 2010), in a single, lump sum at the Employee's rate of pay in effect as of the previous November 30th, (beginning November 30, 2010), with the usual and customary deductions taken for withholding, FICA, Medicare, IMRF and the like. Employer shall provide each Employee with an analysis and explanation of the payment being made for purposes of verification. After January 1, 2008, there will be no accumulation of Vacation Leave and no compensation for unused Vacation Leave beyond the equivalent of one (1) year of Vacation Leave. The only time accumulated Vacation Leave in excess of the equivalent of one (1) year of Vacation Leave could be carried over to the next year would be if Vacation Leave was timely requested by the Employee and denied by the Employer. In situations where there was a proper excess accumulation of more than one (1) year of Vacation Leave carried over to the next fiscal, year, this excess, accumulated Vacation Leave shall be paid to the Employee and included with the second paycheck in December of the following fiscal year at the Employee's rate of pay in effect the previous November 30th, with the usual and customary deductions taken for withholding, FICA, Medicare, IMRF and the like unless there is another proper excess accumulation carryover.

ARTICLE 13 - GRIEVANCE PROCEDURE

Section A. Definition of a Grievance

A grievance is a difference of opinion between a member of the bargaining unit covered by this Agreement, or the Council, and LIVCOM/ETSB personnel committee with respect to the meaning or application of the express terms of this Agreement. All disciplinary actions shall be subject to the entire grievance procedure.

Section B. Procedure

Recognizing that it is to the benefit of all concerned to raise and settle grievances promptly, a grievance must be raised within seven (7) working days of the grievance. At all steps of the grievance procedure, a Council representative shall be present. A grievance shall be processed as follows:

STEP 1 Manager of Communications

Any member of the bargaining unit covered by this Agreement may first discuss the grievance with the Manager of Communications. The Manager of Communications shall attempt to adjust the matter and shall respond in writing within ten (10) working days after such discussion. If the matter is not resolved at this step, the grievant shall advance the matter to the next step. All grievances reduced to writing shall be answered in writing. All grievances advanced beyond Step 1 shall be reduced to writing (a copy of which is attached hereto as Exhibit C).

STEP 2 LIVCOM/ETSB Personnel Committee

If the grievance is not resolved in Step 1, the member of the bargaining unit, or the Council shall submit a written grievance (attached as Exhibit C) to the ETSB Personnel Committee within ten (10) working days of the decision in Step 1. The ETSB Personnel Committee shall schedule a meeting, mutually agreeable, within ten (10) working days with the grievant and Council Representative. The Personnel Committee shall provide an answer to the grievance in writing within ten (10) working days of such a meeting.

STEP 3 Arbitration

If the grievance is not settled in accordance with the foregoing procedure, the Council may refer the grievance to Arbitration by giving written notice to the Personnel Committee within twenty-one (21) calendar days after receipt of the Personnel Committee decision. The Grievance provisions of this Collective Bargaining Agreement shall be subject to the Illinois Uniform Arbitration Act as stipulated in the Illinois Labor Relations Act (SB 536, as amended by House Bill 1529). The Employer and Council shall jointly request a panel of

seven (7) arbitrators from FMCS. The Employer shall strike one name from the panel, then the Council shall strike one name. Alternate striking shall continue until one arbitrator remains who shall be named the Arbitrator. The Arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The Arbitrator shall consider and decide only the specific issue submitted and the recommendation shall be based solely upon his interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented. The Arbitrator's decision shall be final and binding upon the Employer and Council. The costs of the arbitration, including the fee and expenses of the Arbitrator, shall be divided equally between LIVCOM/ETSB and the Council.

Section 3. Time Limits

Any time limits specified within this Agreement may be waived or extended by mutual agreement of the parties involved, in writing.

ARTICLE 14 - PROBATIONARY TELECOMMUNICATORS

A new Employee is a "probationary Employee" for Employee's first twelve (12) months of employment if not required to participate in a field training program. If the Employee participates in a field training program, the Employee shall be a "probationary Employee" for the first twelve (12) months after completing the program. No matter concerning the discipline, lay-off or termination of a probationary Employee shall be subject to the grievance and arbitration procedures. A probationary Employee shall have no seniority, except as otherwise provided in this Agreement, until he or she has completed their probationary period. Upon the completion of the probationary period, he or she will acquire seniority from his or her date of hire.

ARTICLE 15 - NO STRIKE/NO LOCKOUTS

The Council, officers, agents and the members of the bargaining unit covered by the Agreement agree not to instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage or any other intentional interruption of operations for any reason. LIVCOM/ETSB will not lock out any members of the bargaining unit during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE 16 - COUNCIL BUSINESS AND MEMBER RIGHTS

Section A. Council Activity During Work Hours

Members of the bargaining unit shall, after giving appropriate notice to the Manager of Communications, be allowed reasonable time off with pay during working hours to attend grievance hearings, labor/management meetings, committee meetings and activities if such committees or activities have been established by LIVCOM/ETSB and if such members of

the bargaining unit are required to attend such meetings by virtue of being Council representatives. This only applies to on-duty personnel. In the event the member of the bargaining unit is off-duty, there shall be no compensation.

Section B. Access to Premises By Council Representatives

LIVCOM/ETSB agrees that Council staff representatives may have reasonable access to the premises provided that such visits do not interfere with normal operations. Such visitations may be for the reason of the administration of this Agreement.

Section C. Bulletin Boards

The Council shall be entitled to use a bulletin board. Items posted by the Council shall not be political, partisan or defamatory in nature.

Section D. Rights

Members of the bargaining unit may be covered by, and LIVCOM/ETSB shall recognize, that during any meeting with LIVCOM/ETSB if the member reasonably believes that disciplinary action may result, the member may have the right to have a Labor Council representative present.

Section E. Personnel Files

The Employer shall keep a central personnel file 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 F. Inspection

Upon the request of an Employee, the Employer shall reasonably permit an Employee to inspect his personnel file subject to the following:

- (1) Such inspection shall occur immediately following receipt of the request.
- (2) Such inspection shall occur during daytime working hours Monday through Friday upon reasonable request.
- (3) The Employee shall not be permitted to remove any part of the personnel file from the premises but may obtain copies of any information contained therein upon payment of the cost of copying. The Employer will provide any copies requested.
- (4) 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 his file subject to the procedure contained in this Article. Any such inspection shall be done with an Employer representative present.

(5) If an Employee disagrees with any information contained in the personnel file, the Employee may submit a written statement of his position which shall become an integral part of that portion of the file over which disagreement exists, until such portion is permanently removed from such file.

(6) If the Employee disagrees with any information contained in the personnel record, a removal or correction of that information may be mutually agreed upon by the Employer and the Employee. If an agreement cannot be reached, the Employee may submit a written statement explaining the Employee's position. The Employer shall attach the Employee's statement to the disputed portion of the personnel record. The Employee's statement shall be included whenever that disputed portion of the personnel record is released to a third party as long as the disputed record is part of the file. The inclusion of any written statement attached in the record without further comment or action by the Employer, shall not be construed as an indication that the Employer agrees with the content. If either the Employer or the Employee places in the personnel record information which is false, the Employer or the Employee, whichever is appropriate, shall have remedy through the grievance procedure to have that information expunged.

(7) Pre-employment information, such as reference reports, credit checks, or information provided to the Employer with specific request that it remain confidential, shall not be subject to inspection or copying.

(8) Any written memorandums evidencing oral reprimands may be removed from all files after one (1) year unless other disciplinary action involving the same or similar behavior by the Employee has been taken. Written reprimands may be removed from all files after two (2) years unless other disciplinary action involving the same or similar behavior by the Employee has been taken. It shall be the responsibility of the Employee to make a request that any oral and/or written reprimands be removed from his files. Any reprimand material not removed by a request from an Employee may be used in any manner or in any form adverse to the Employee's interest. An Employee shall not be able to request that any reprimand material in his files be removed because of the passage of time set forth above if there is a pending disciplinary action or grievance involving the same or similar behavior against the Employee. After the disciplinary action or grievance procedure has been completed, the Employee may request that any reprimand material be removed from his files because of the passage of time.

Section G. Notification

Employees shall be given reasonable notice by the Employer when formal written disciplinary documentation is placed in their file.

Section H. Limitation on Use of File Material

It is agreed that any material and/or matter not available for inspection, such as provided in Section F above, shall not be used in any manner or any forum adverse to the Employee's interests.

Section I. Use of Material

Any information of an adverse employment nature contained in any unfounded, exonerated or otherwise unsustained file, shall not be used against the Employee in any future proceedings.

Section J. Indemnification

The Employer shall indemnify and hold harmless members of the bargaining unit while in the performance of their duties in accordance with State Statute.

Section K. Retirement Fund

The parties agree that membership shall participate in the Illinois Municipal Retirement Fund and may participate in the N.R.F. (Nationwide Retirement Fund).

Section L. Military Reserve Leave

The parties agree, that a bargaining unit member who, by reason of membership in the United States Military Reserve, is ordered by the appropriate authorities to attend a training or encampment under the supervision of the United States Armed Forces, or by reason of membership in the National Guard is required by authorities thereof, shall be granted a leave of absence from his position for a period not to exceed two (2) weeks in any calendar year. The bargaining unit member must use benefit time, or take leave time for this time without pay. The bargaining unit member must file a copy of his orders with the Manager of Communications at least thirty (30) days prior to the date such training or encampment leave is to commence.

Section M. Personal Leave (unpaid-job related reasons)

(1) The Manager of Communications may grant leaves of absence, without pay or salary, benefits or accrual of leave days and seniority to Employees under his or her supervision for job related reasons (such as further training or study), which will enable Employees to perform their usual and customary duties with greater efficiency and expertise.

(2) The Manager of Communications may assure an Employee who is granted such leave, that the Employee's position, or job, will be restored to him or her at the conclusion of his leave; provided, however, that the Employee's employment by the Employer might, and could be, terminated if, during the period of such leave, the Employee's position, or job, were

to be eliminated by action of the Employer, or the enactment or amendment of State or Federal legislation which results in the elimination of such position or job. Any person hired by the Employer to fill the Employee's position or job which is not eliminated as set forth above, or to perform the other usual and customary duties of the Employee during the Employee's leave will be discharged so as to permit such Employee to resume his other employment by the Employer.

(3) No leave shall be granted for a period exceeding one hundred eighty (180) consecutive calendar days, nor shall any Employee be granted a leave, or leaves, totaling more than one hundred eighty (180) days in a given calendar year without the approval of the Employer.

Section N. Personal Leave of Absence (unpaid - special circumstances)

_____(1) The Employer will consider requests for personal leaves of absence from Employees who have at least twelve (12) months of continuous service. The Employer provides personal leaves of absence in certain circumstances for family emergency situations or highly unusual circumstances not covered by FMLA or other provisions or leave policies. Whether a personal leave of absence is granted will be at the sole discretion of the Employer.

(2) Personal leave may be granted for a period of up to 12 weeks each calendar year or until appropriate leave time has been exhausted whichever is the longer period of time. Employees must submit a request for leave of absence in writing to the Manager of Communications at least 30 days in advance, whenever the need for leave is foreseeable. If the need for leave is not foreseeable Employees must request leave as soon as practicable.

(3) At the end of the month which the Employee exhausts holiday, vacation, compensatory, personal, and sick time while taking leave under this policy, the Employee will become responsible for the full costs of health insurance if they wish coverage to continue.

(4) Benefit accruals, such as vacation and sick time and seniority credit will be suspended during the unpaid portion of leave under this policy and will resume upon return to active employment.

(5) Reasonable effort will be made to return the Employee to the same position if it is available, or to a similar available position for which the Employee is qualified. However, approval of leave does not guarantee job reinstatement in all cases.

(6) Employees who fail to return to work without notification upon the expiration of the leave of absence will be considered to have resigned as of the last day of the leave of absence.

(7) Job reinstatement is not guaranteed with a Personal Leave of Absence pursuant to this section. If the Employee's job has been filled or eliminated, the Employee may apply for other open positions with the Employer for which he or she is qualified. If no

such position is available when the Employee returns to work, the Employee may be terminated from employment.

Section O. School Visitation Leave

Employees who have exhausted all paid time off (except sick leave) may have time off to attend school conferences and activities of their child. Under this section, "child" includes biological, adopted, foster, stepchild of the Employee and/or legal wards of the Employee.

To be eligible for leave under this section, Employees must have been employed by the Employer for at least six months working at least half time. Employees must provide at least 7 days advance notice of the need for leave under this section whenever possible. Employees must provide at least 24 hours notice in an emergency situation.

Employees may request up to 8 hours leave per school year under this section. However, no more than 4 hours of school visitation leave may be taken in any one day. Upon return from the leave, Employees must provide documentation to the Employer from the school verifying the date and time of the visit.

Section P. Workers' Compensation and Occupational Disease

Bargaining unit members shall be covered by the terms set forth in 820 ILCS 305/1,*et seq.* and 820 ILCS 310/1,*et seq.* the Workers' Compensation and Workers' Occupational Diseases Acts.

Section Q. Unemployment Compensation

Bargaining unit members shall be covered by the terms set forth in 305 ILCS 5/1-1, *et seq.*

Section R. Center Meetings

For Center meetings, a minimum call-in compensation shall be two (2) hours or his/her actual required time in attendance at such meeting whichever is greater at one and one-half times the Employee's straight time hourly rate of pay.

Section S. Call Back Pay

An Employee called back to work while off duty shall receive a minimum of two (2) hours compensation, or his/her actual time worked, whichever is greater, at one and one-half times the Employee's straight time hourly rate of pay.

Section T. Allowed Time Off

For any shift where three (3) full-time telecommunicators are scheduled to work and provided that no overtime is being paid to any telecommunicator working the shift, Employer shall have the discretion to allow one of the three (3) telecommunicators who report for duty to be off work.

Section U. Approval For Taking Accumulated Leave Time

Approval for time off requests for holidays, compensatory time, vacation leave and personal leave days shall be limited to no more than two (2) Employees per work day and one (1) Employee per shift. Additional Employees may be allowed off at the discretion of the Employer. Which Employees will be granted leave time will be on a "first come, first serve" basis as determined by the date and time stamp on the request from the Employee. At any time a shift reaches the established full staffing level of four (4) telecommunicators, the number of eligible Employees allowed off for that shift shall be two (2).

ARTICLE 17 - SICK LEAVE

Section A. General

It is understood by and between the parties that the sick leave is only to be used in the event of an illness or off-duty injury which causes a member of the bargaining unit to be unable to perform the functions and duties of the position. A member of the bargaining unit sustaining an illness or off-duty injury shall be obligated to secure all reasonable necessary medical treatment to insure complete and speedy recovery.

Section B. Reporting

Members of the bargaining unit who find it necessary to absent themselves from work for any medical reason shall contact LIVCOM/ETSB one (1) hour prior to the beginning of the member of the bargaining unit's regular work schedule, if possible.

Section C. Short Term Sick Leave

Full-time members become eligible for sick leave pay immediately upon completion of the first full month of employment to the extent earned under the following formula:

The member shall earn one (1) sick leave day upon commencing the completion of the first complete calendar month after the member's hire date. The member thereafter will receive (1) sick day per calendar month not to exceed (12) sick days annually.

The previous policy of each calendar year paying employees fifty percent (50%) or one(1) days' regular wage for every day of unused sick leave over 150 days is discontinued

as of December 1, 2011.

If an Employee's employment terminates for any reason not related to retirement, the employee shall not be compensated for any accumulated (earned and unused) sick leave days, but in accordance with Illinois Municipal Retirement Fund ("IMRF") policies and procedures, Employer will notify IMRF of the number of accumulated sick leave days. Upon retirement, up to 240 days of accumulated sick leave days shall be credited to IMRF benefits as per IMRF rules and regulations. The Employee shall be compensated at his or her daily wage rate for unused, accumulated sick leave days in excess of 240 days, up to a maximum of 120 days. This amount will be paid in one lump sum.

Employees shall have the option of utilizing two (2) of their sick leave days as personal days during each calendar year. Personal days shall not be carried over from one year to the next. Unused personal days will be rolled back into the Employee's sick leave bank. Personal time shall be taken in units of four (4) hours consisting of the first or second half (½) of a shift or an entire day.

Section D. Family Medical (FMLA)

- (1) General Policy. Eligible Employees may take up to 12 work weeks of unpaid FMLA leave in a 12-month period for specified family and medical reasons. The 12-month period is measured forward from the date an Employee's first FMLA leave begins.
- (2) Eligibility. Employees are eligible if they have worked for a covered Employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 Employees are employed by the Employer within 75 miles.
- (3) Conditions Triggering Leave. FMLA leave may be taken for the following reasons:
 - (a) For incapacity due to pregnancy, prenatal medical care, or child birth;
 - (b) To care for the Employee's child after birth, or placement for adoption or foster care;
 - (c) To care for the Employee's spouse, son or daughter, or parent, who has a serious health condition; or
 - (d) For a serious health condition that makes the Employee unable to perform Employee's job.

Federal law specifies Employee eligibility for leave and provides certain limitations and conditions. If both spouses work for the

Employer, they may only take a combined total of twelve (12) weeks for the birth or placement of a child. However, each Employee may use the remainder of his/her individual FMLA leave for other allowable reasons.

- (4) Definition of Serious Health Condition. For the purposes of this policy, a serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight staying in a medical care facility, or continuing treatment by a healthcare provider for a condition that either prevents the Employee from performing the functions of the Employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

- (5) Calculation of FMLA Leave. Eligible Employees may receive up to 12 workweeks of unpaid leave during the 12-month period measured forward from the date an Employee's first FMLA leave begins. FMLA leave for the birth or placement of a child for adoption or foster care must be concluded within 12 months of the birth or placement of the child.
- (6) Intermittent Leave. Eligible Employees may take FMLA intermittently or on a reduced hour basis when medically necessary for the Employee's own or immediate family member's serious health condition. Leave due to qualifying exigencies may also be taken on an intermittent basis. Intermittent leave is not permitted for a birth of a child, to care for a newly born child, or for placement of a child for adoption or foster care. Where an Employee requests intermittent leave or leave on a reduced hours basis due to an immediate family member's or the Employee's own serious health condition, the County has the option, in its sole discretion, to require the Employee to transfer to a temporary alternative job (with equivalent pay and benefits) for which the Employee is qualified and which better accommodates the intermittent leave or reduced hours leave than the Employee's regular job.
- (7) Use of Accrued Paid Leave. Employees must first use their

available paid time off (vacation, sick leave, etc.) during the leave period. When an Employee has taken all available accrued paid leave, any additional leave under this policy will be unpaid.

- (8) Requesting Leave and Designation of Leave. FMLA leave may be initiated by the Employee or the County. To request FMLA leave Employees should complete a Request for Leave form and submit it to Human Resources. In certain circumstances, the County may designate an absence as FMLA even if the Employee did not request FMLA.
- (9) Notification by Employee. When the need for leave is foreseeable (such as the birth or placement of a child and certain medical treatments), the Employee must notify the County at least 30 days in advance of the requested leave. When the need for leave is not foreseeable, the Employee must give notice as soon as practicable. Failure to provide timely notification may result in delay or denial of leave. Employees must provide sufficient information for the Employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the Employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the the Employer if the requested leave is for a reason for which FMLA leave was previously taken or certified.
- (10) Certification. Employees may be required to provide a certification and periodic re-certification from a health care provider supporting the need for leave. The Employee must provide a copy of the certification in a timely manner (fifteen calendar days). All appropriate information must be provided on the certification; Employees must provide additional required information when requested. Under certain circumstances, the County may require second or third medical opinions and periodic re-certifications. Failure to comply with these requirements may result in delay or denial of leave.
- (11) Benefits. Employees taking leave under this policy who participate in the County's group health plan may continue coverage under the plan on the same terms as if they had continued work, with the County paying its portion of the premiums and the Employee paying his or her portion. Failure of the Employee to pay his or her share of the health insurance premium may result in loss of

coverage. If an Employee fails to return to work from FLMA leave, the County reserves the right to recover reimbursement for the Employer-paid portion of benefits coverage, unless the Employee fails to return due to the continuation, recurrence, or onset of a serious health condition or circumstances beyond his or her control. Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an Employee's leave.

- (12) Return to Work. Upon returning from FMLA leave, most Employees must be restored to their original position or to an equivalent position with equivalent pay, benefits, and other employment terms.

Section E. Jury Duty

Members of the bargaining unit summoned to jury duty shall continue to receive their normal pay, however, any compensation received from the court shall be submitted to LIVCOM/ETSB for normal work days. To receive regular pay, Employees must complete the waiver voucher of the Court for jury duty pay.

Section F. Travel, Lodging and Meals

The existing policies and procedures of the Sheriff of Livingston County, Illinois, shall replace the provisions previously in effect, except any Employee required to attend any business at the request of Employer shall receive Portal to Portal pay and if over eight (8) hours, the Employee shall be paid at the overtime rate of time and one-half the straight time hourly rate of pay for all such hours over eight (8) on any such day. Employees required to attend to any business on their day off shall be paid at the overtime rate of time and one-half their straight time hourly rate of pay for all hours worked.

Section G. Uniforms

Each year, each member of the bargaining unit shall be granted, by a quarter master system, a total of \$350.00 per year for uniform clothing and the maintenance and replacement thereof. The standard uniform replacement sheet shall be submitted to the Manager of Communications or his designee when items need replacement or maintenance. Any amount not used during a year shall be carried over to the following year and added to the amount available for use by the Employee in the following year. Employees shall not be able to transfer carryover allowances to the Medical Expense category. Upon termination of employment for any reason, any unused allowance shall be forfeited.

Section H. Medical Expense

Employees in the bargaining unit shall receive an \$1,000.00 annual medical and

health-related expense allowance. This allowance shall be disbursed by a voucher system through the Employer for the exclusive use and benefit of the Employee. It is the intent of this provision with relation to the medical and health-related expense allowance to cover those expenses of the Employee not otherwise paid by the health insurance, including deductibles and that portion of the Employee health insurance premium not paid by the Employer. This allowance is not available to cover the expenses or costs of dependents or other third parties. Any amounts not used during a year shall be carried over to the following year and added to the amount of allowances available for use by the Employee in the following year. Employees shall not be able to transfer carryover allowances to the Uniforms category. Upon termination of employment for any reason, any unused allowances shall be forfeited.

ARTICLE 18 - WAGES/COMPENSATION/ALLOWANCES/DUTIES

Section A. Base Salaries and Straight Time Hourly Rate of Pay

Effective December 1, 2013, and for the term of this Agreement, employees in the bargaining unit shall receive wages pursuant to Exhibit D which is attached hereto. Exhibit D has step increases for each year of service with each Employee in the bargaining unit to receive a step increase on the anniversary date of hire and subsequent annual increases consisting of two and one-half percent (2.5%) to the base salary of each Employee in the bargaining unit commencing December 1, 2013, two and one-half percent (2.5%) to the base salary of each Employee commencing December 1, 2014, and two and one-half percent (2.5%) commencing December 1, 2015. The base salary shall be the amounts set forth on Exhibit D consisting of annual increases and step increases, but shall not include any additional amounts paid to regular or acting shift supervisors or the LEADS coordinator by virtue of their rank or assignment. Notwithstanding the base salaries as set forth on Exhibit D, Employees shall be paid for each hour worked based on a straight-time hourly rate of pay calculated by dividing the Employee's base salary by the annual hours of work. The annual hours of work used to compute the regular straight-time hourly rate of pay shall be 2080 hours and each employee's straight-time hourly rate of pay will be recalculated each time the Employee receives an annual or step increase. The salary schedule set forth in Exhibit D has twenty (20) steps and Employees who have twenty-one (21) or more years of service shall no longer receive a step increase on their anniversary date of hire. The lump sum payments previously paid to Employees with sixteen (16) and seventeen (17) years of service are discontinued as of November 30, 2013.

Section B. Starting Wage

(1) The starting wage for each year covered by this Agreement shall be the amount set forth in Exhibit D.

(2) Any Employee hired as a telecommunicator that has successfully completed a training program and a probationary period of employment at a public safety answering point

and dispatch center certified by the Illinois Commerce Commission or a similar agency of another state may, at the discretion of Employer, be hired with the starting pay set forth in Step 2 of Exhibit D. Seniority within the bargaining unit shall still be determined by Article 7 set forth above and the Employee will be a “probationary Employee” pursuant to Article 14 set forth above and required to participate in a field training program as determined by Employer.

Section C. Training Members of the Bargaining Unit

Members of the bargaining unit who are assigned by the Manager of Communications to train new Employees shall receive an additional one (1) hour of overtime for each day assigned to said training. The training stipend shall be prorated for partial day training assignments.

Section D. No Pyramiding

Compensation shall not be paid more than once for the same hours worked.

Section E. Compensatory Time

(1) In lieu of overtime pay, an Employee may elect to receive compensatory time to be placed in a compensatory time bank with a cap of seventy-two (72) hours per year. Once this cap amount is reached, the Employee may no longer elect to receive compensatory time in lieu of overtime and will be paid for his overtime as it accrues as part of his next bi-weekly paycheck. Compensatory time shall not be requested, approved or taken for periods of less than four (4) hours. No more than forty (40) hours of compensatory time may be accumulated and carried over from one year to the next by an Employee. A request to use compensatory time shall not be unreasonably denied.

(2) Each fiscal year any accumulated compensatory time in excess of forty (40) hours shall be paid to each Employee at the end of the fiscal year (beginning November 30, 2010), in a single lump sum payment included with the second pay check paid during the following December (beginning December of 2010), at the Employee’s rate of pay in effect as of the previous November 30th (beginning November 30, 2010), with the usual and customary deductions taken for withholding, FICA, Medicare, IMRF and the like. Employer shall provide each Employee with an analysis and explanation of the payment being made for purposes of verification. Any accumulated compensatory time elected in lieu of overtime pay carried over from one year to the next shall be included as part of the cap of seventy-two (72) hours per year for the subsequent year. By way of example, if an Employee elects to carry over thirty-six (36) hours of compensatory time to the subsequent year and sixteen (16) of those hours resulted from an election to receive compensatory time in lieu of overtime, those sixteen (16) hours shall count toward the cap of seventy-two (72) hours for the subsequent year and the Employee may only accumulate an additional fifty-six (56) hours before the cap is reached.

(3) Employees who accumulate forty (40) or less hours of compensatory each fiscal year may elect to receive payment for all or any number of hours accumulated for which payment will be made in the manner and according to the terms set forth above in this Section. Each Employee shall notify Employer in writing of the number of hours for which they want payment in sufficient time to be included with the second paycheck in December (beginning December of 2010).

Section F. Shift Supervisor, Working Out of Classification and LEADS Coordinator

(1) The Employer shall appoint at least one (1) regular supervisor per shift and this Employee shall receive an additional \$1.00 per hour for all hours so assigned and actually worked. The previous practice of a shift supervisor receiving a twelve hundred fifty dollar (\$1,250.00) stipend per calendar year added to base salary is discontinued effective as of November 30, 2013.

(2) In the event that there is no regular shift supervisor on duty, and another Employee is assigned by Employer as an acting shift supervisor, that Employee shall receive an additional \$.90 per hour for all hours so assigned and actually worked.

(3) Any telecommunicator assigned by Employer to be the "LEADS" coordinator shall receive an additional \$350.00 per year which is not added to the base salary upon attaining this position to be paid on a pro-rata basis included in each bi-weekly pay check.

(4) The additional amounts received by an Employee as shift supervisor, acting shift supervisor or "LEADS" coordinator pay shall be included in calculating the straight time and overtime hourly rate of pay for that Employee provided the Employee is actually working in this capacity at the time the hours are worked. The additional amounts received by the Employee as a shift supervisor, acting shift supervisor or "LEADS" coordinator shall not be increased by any percentage step increases on the anniversary date of hire for each year of service or any annual pay increases as set forth in Section A. of this Article. If an employee is working overtime but not in the capacity of a shift supervisor, acting shift supervisor or "LEADS" coordinator, the additional amounts set forth above shall not be included in calculating the straight time and overtime hourly rate of pay for that Employee. Only one Employee per shift shall receive the additional supervisor pay either as a regular or acting shift supervisor.

(5) The additional amounts received by an employee as a shift supervisor, acting shift supervisor or "LEADS:" coordinator, shall not be included in calculating the accumulation payments made in December of each year for holiday time, vacation leave, sick leave or compensatory time. The additional regular or acting shift supervisor pay shall not be paid for any hours not actually worked such as holiday time, vacation leave, sick leave or compensatory time.

Section G. Shift Supervisor Duties

An Employee who is a shift supervisor or acting shift supervisor shall perform the duties set forth in the attached Exhibit E. which is incorporated by reference as a part of this Agreement.

ARTICLE 19 - LABOR MANAGEMENT CONFERENCES

Section A. Meetings

The Council and the Employer mutually agree that in the interest of efficient management and harmonious Employee relations it is desirable that meetings be held between council representatives and 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:

- (1) Discussion on the implementation and general administration of this Agreement.
- (2) A sharing of general information of interest to the parties.
- (3) Notifying the Council of changes in non-bargaining conditions of employment contemplated by the Employer which may affect Employees, of which shall be at least ten (10) days in advance.

Section B. Understanding

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at "Labor-Management Conferences", nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings, except by mutual agreement of the parties.

Section C. Attendance

When absence from work is required to attend "Labor-Management Conferences" as defined in Section A, Council members shall, before leaving their work station, give reasonable notice to and receive approval from the Manager of Communications. If the meeting is held while the Council member is on duty, the member will remain in pay status for the remainder of his normal work period. The Manager of Communications shall approve the absence except in emergency situations. Council members attending such conferences

shall be limited to three (3).

ARTICLE 20 - SAVINGS CLAUSE

None of the provisions of this Agreement shall be construed to require the Employer or the Council to violate any federal or state laws.

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any court of competent jurisdiction such decision shall apply only to the specific Article, Section or portion specified in the court's decision; upon issuance of such decision, the Employer and the Council agree to immediately negotiate a substitute for the invalid Article, Section or portion thereof.

ARTICLE 21 - ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in 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 and that 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

Section A. Duration

Except as otherwise set forth above, this Agreement and its provisions shall be effective as of the 1st day of December 2013, and shall remain in full force and effect until the 30th day of November, 2016. It shall continue in effect from year to year thereafter unless Notice of desire to bargain is sent in accordance with this Article. Notices referred to herein shall be considered to have been given as of the date of receipt by the other party. Notices shall be delivered either personally or by certified mail, return receipt requested.

Should either party desire to enter into bargaining and negotiations as permitted by the Illinois Public Labor Relations Act ("Act"), either may deliver to the other a notice to that effect, not earlier than ninety (90) days, nor later than sixty (60) days prior to the expiration date set forth above. In the event that such Notice is delivered, negotiations between the parties shall commence within thirty (30) days of the receipt of the Notice, unless otherwise mutually agreed.

Section B. Continuing Effect

Except as otherwise set forth above, this Agreement shall remain in full force and effect after any expiration date while negotiations or resolution of impasse proceedings for a new or amended agreement, or any party thereof, are under way between the parties. The parties acknowledge their duty to bargain with each other as set forth in the Act.

Section C. Impasse Resolution

The parties agree to use the impasse procedures identical to that specified in Section 315/14 of the Illinois Public Labor Relations Act, to resolve any impasses that might arise during any bargaining in which they might engage over the wages, hours and terms and conditions of employment of the bargaining unit members.

ARTICLE 23 - GENERAL PROVISIONS

Section A. Residency

All Employees in the bargaining unit shall be required to reside within forty (40) miles of the Livingston County Pontiac Safety Complex located at 844 West Lincoln Street, Pontiac, Illinois, 61764. A newly hired Employee shall have twelve (12) months from the date of hire to comply with this residency requirement.

Section B. Livingston County Personnel Manual

The following provisions of the Livingston County Personnel Policy Manual shall be incorporated by reference as a part of this Agreement as set forth in Exhibit F.

- (1) 11-3 Anti-Harassment and Complaint Procedure
- (2) 11-7 Electronic Communications
- (3) 11-16 Confidential Information
- (4) 11-17 Conflicts of Interest
- (5) 11-18 Outside Employment
- (6) 11-19 Working Off-Premises

Section C. Social Media Policy

The Social Network Policy as set forth in the attached Exhibit G shall be incorporated by reference as a part of this Agreement.

ARTICLE 24 - DRUG AND ALCOHOL TESTING

Section A. Statement of Employer Policy

It is the policy of the Employer that the public has the reasonable right to expect persons employed by it to be free from the effects of drugs and alcohol. The Employer has the right to expect its Employees to report for work fit and able for duty.

Section B. Prohibitions

Employees shall be prohibited from:

(1) Consuming or possessing alcohol (unless in accordance with duty requirements) or illegal drugs at any time during the work day or anywhere on any Employer premises or job sites, including all County buildings, properties, vehicles and the Employee's personal vehicle while engaged in Employer business.

(2) Illegally possessing, using, selling, purchasing or delivering any illegal drug at any time.

(3) Failing to report to their supervisor any known adverse side effects of medication or prescription drugs they are taking which they are informed has the potential to impair job performance.

(a) The Employee shall advise Employee's supervisor of the known side effects of such medication and the prescribed period of use.

(b) Supervisors shall document this information through the use of an internal memorandum and maintain this memorandum in a secured file.

(c) The Employee may temporarily be reassigned to other duties, where appropriate.

(4) Being under the influence of alcohol or illegal drugs at any time during the work day or anywhere on any Employer premises or job sites, including all County buildings, properties, vehicles and the Employee's personal vehicle while engaged in Employer business.

Any Employee who unintentionally ingests, or is made to ingest a drug, controlled substance or alcohol shall immediately report the incident to their supervisor so that appropriate medical steps may be taken to ensure the Employee's health and safety.

Any Employee having a reasonable basis to believe that another Employee is illegally using or in possession of any controlled substance or drug or is under the influence of alcohol shall immediately report the facts and circumstances to their supervisor.

Section C. Applicant Drug and Alcohol Testing

(1) Applicants for a position covered by this Agreement shall be required and will be notified in writing that they must take a drug and alcohol test as a condition of employment consideration. They will be notified further that the Employer conducts random drug testing of all Employees covered by this Agreement and that refusal to take such a test will constitute grounds for termination of employment.

(2) The test should be administered on the basis of a conditional offer of employment as determined by the Sheriff or his designee.

(3) Applicants shall be disqualified from further consideration for employment should they refuse to submit to a required drug and alcohol test or fail a drug and alcohol test.

Section D. Reasonable Suspicion Drug and Alcohol Testing

(1) A supervisor may request the Sheriff or his designee to order a drug and alcohol test of any Employee when there is reasonable suspicion to believe the Employee is under the influence of or abuses a drug, controlled substance or alcohol.

(2) A summary of the facts supporting the request shall be forwarded to the Sheriff or his designee and a summary of pertinent facts provided to the Employee prior to conducting any test.

(3) Reasonable suspicion to request a drug and alcohol test is based on a totality of circumstances that include, but are not limited to:

(a) Abnormal conduct or aberrant behavior.

(b) Information provided by reliable and credible sources.

(c) Observed difficulty or unusual speech, concentration, movement or the behavior characteristics symptomatic of controlled substance and/or alcohol usage.

(4) An Employee under reasonable suspicion may be removed from duty pending the outcome of a drug and alcohol test.

Section E. Random Drug and Alcohol Testing

Employees in the bargaining unit shall be selected for drug and alcohol testing on a random basis utilizing a method of selection in which every Employee has an equal chance to be selected for drug and alcohol testing each and every time a selection is conducted. The Employer shall establish the actual number of Employees to be tested during each testing cycle. Any Employee who discloses the identity of another Employee selected for random

testing, that a random selection is scheduled or the date of which specimens will be collected is subject to disciplinary action. Any Employee who has been selected for random drug and alcohol testing and successfully passed the test shall not again be subject to random testing for a period of one year from the date of the test.

Section F. Other Drug and Alcohol Testing

Employer shall have the right to require an Employee to submit to alcohol or drug testing as set forth in this Agreement following: (i) on-duty vehicle accidents involving damage to property exceeding Five Hundred Dollars (\$500.00) or injury to any person; and (ii) other critical incidents as determined by Employer.

Section G. Tests to be Conducted

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

(1) Use only a clinical laboratory or hospital facility that is licensed by the State of Illinois.

(2) Establish a chain of custody procedure for both the sample collection and testing that will insure the integrity of the identity of each name and test result. No Employee covered by this Agreement, other than persons assigned to internal affairs investigations, shall be permitted at any time to become a part of such chain of custody.

(3) Collect samples in such a manner as to insure a high degree of security for the sample and its freedom from adulteration.

(4) 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 .02 or more based upon the grams of alcohol per 100 milliliters of blood shall be considered positive.

(5) Collect a sufficient sample of the same bodily fluid or material from an Employee to allow for initial screening and a confirmatory test.

(6) In any situation where the same tests positive in an initial screening for drugs, a confirmation test of the second portion of the same sample by gas chromatography mass spectrometry (GCMS) shall be performed. The Employer shall pay the costs of the GCMS test.

(7) Provide each Employee tested with a copy of all information and reports received by the Employer in connection with the testing and the results.

(8) Insure that no Employee is the subject of any adverse employment action except temporary reassignment or relief from duty with pay during the pendency of any testing procedure. Any such temporary reassignment or relief from duty shall be immediately

discontinued in the event of a negative test result.

(9) Where the Employee appears unable or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug test report form.

(a) Reasonable amounts of water may be given to the Employee to encourage urination.

(b) The Employee shall be permitted a reasonable amount of time to give a sample, during which the Employee shall remain in the testing area under observation.

(c) Failure to submit a sample shall be considered a refusal to submit to a drug test.

(10) Whenever there is a reason to believe that the Employee may have altered or substituted the specimen to be provided, a second specimen shall be obtained immediately under direct observation of the testing personnel.

Section H. Right to Consent

The Lodge and/or an Employee, with or without the Lodge, shall have the right to file a grievance pursuant to this Agreement only concerning the administration of tests, the significance and accuracy of the tests, the consequences of the testing or results of any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the grievance procedure.

Section I. Voluntary Requests for Assistance

The Employer shall take no adverse employment action against an Employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem prior to the time an Employee is selected for random testing or ordered to submit to reasonable suspicion testing, other than the Employer may require reassignment of the Employee with pay if he is then unfit for duty in his current assignment. All such requests shall be confidential and only information received by Employer, through whatever means, shall not be used in any manner adverse to the Employee's interests except reassignment as described above.

Section J. Discipline

In the first instance that an Employee tests positive on both the initial and the confirmatory test for non-reported or abused prescription drugs or is found under the influence of alcohol, they may be subject to up to ten (10) days' disciplinary suspension without pay solely for the positive test result. Any Employee who tests positive for the presence of illegal drugs shall be subject to discipline up to and including immediate discharge.

All Employees who voluntarily seek assistance with drug and/or alcohol-related problems for the first time prior to being selected for random testing or prior to being ordered to submit to reasonable suspicion testing, shall not be subject to any disciplinary or other adverse employment action by the Employer unless charged with a criminal offense. The foregoing is conditioned upon:

- (1) The Employee agreeing to appropriate treatment as determined by the Employer.
- (2) The Employee discontinues his use of illegal drugs or abuse of alcohol.
- (3) The Employee completes the course of treatment prescribed, including an "after care" group for a period of up to twelve (12) months.
- (4) The Employee agrees to submit to random testing during hours of work during the period of "after care" for a period of up to twelve (12) months.

Employees who do not agree or who do not act in accordance with 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 discharge.

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

SIGNATURE PAGE

EXECUTED by the authorized representatives on the _____ day of _____, 2014.

LIVCOM/ETSB

Illinois Fraternal Order of Police Labor Council

By: _____
Board Chairman

By: _____
Keith D. Turney
Field Representative

Attest:

Board Secretary

Livingston County FOP Bargaining Committee

Livingston County Board

By: _____
Marty Fannin, Livingston County Board Chairman

Livingston County FOP Bargaining Committee

Attest:

Board Secretary

EXHIBIT A

DUES AUTHORIZATION FORM

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

I, _____, hereby authorize my Employer, _____, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. In addition, I authorize my Employer named hereinabove to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of my employment, as it so directs.

Date: _____

Signed: _____

Address: _____

City: _____

State: _____ Zip: _____

Telephone: _____

Employment Start Date: _____

Title: _____

Employer, please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council
Attn: Accounting
974 Clock Tower Drive
Springfield, Illinois 62704
(217) 698-9433

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

EXHIBIT B

LIVCOM POLICIES FOR OVERTIME & TIME OFF

OVERTIME

Mandation – being forced to work a 4-hour overtime slot, in addition to the regular 8-hour shift or on your regular day off. What person is to be mandated is calculated by a rotating list of all telecommunicators. Once the telecommunicator has served a mandation overtime, that telecommunicator's name drops to the bottom of the mandation list.

1. Can not be mandated to work on a scheduled Regular Day Off if it is attached to only a Vacation or Holiday on either side of the Regular Day Off.

EXAMPLE: You have Saturday/Sunday as regular days off and have put in for a Vacation day on Friday; you can not be mandated to work Saturday or Sunday.

2. Can not be mandated to work on a scheduled Regular Day Off if the telecommunicator has previously put in for a Vacation or Holiday - put in for the day off, and when schedule was posted, it ended up as the Regular Day Off. This only applies to requests for days off before the Supervisor Shift Bid is posted.

EXAMPLE: On January 1, you submit a request to have off on Friday, October 31, before any shift bids or schedules are posted. Once the bidding is done and the schedule is posted, your regular day off is going to be Friday, October 31. You were willing to "burn" a day to have this off, so you will not be mandated to work this day.

3. Can be mandated to cover for: Sick, Personal, Vacation & "banked" Holidays

EXAMPLE: Taking all other rules into account concerning mandation, the days listed here are the "type" of days off that a telecommunicator can be mandated for.

4. Can not be mandated to cover for: Comp

EXAMPLE: A "Comp" day off is the only "type" of day off that you do not mandate for. If it can not be covered by voluntary overtime, the telecommunicator that requested the Comp day is denied the day.

5. Can not mandate to cover for a "paid contract" holiday (except for unanticipated/emergency)

EXAMPLE: A "paid contract" holiday is a holiday listed in ARTICLE 11 – HOLIDAYS in the FOP Union Contract. As an example, if someone has requested off on Christmas day, it must be filled by voluntary overtime as this is a "paid

contract” Holiday and will not mandate for those. Again, if not filled by voluntary overtime, the telecommunicator requesting this day off will be denied.

6. Will make a “reasonable” effort to avoid mandating on both regular scheduled days off in one week (Monday – Sunday)

EXAMPLE: Your regular days off are Saturday and Sunday, so will make a reasonable effort not to mandate you to work on Saturday and Sunday in one week. **“Reasonable effort” means, at first try to cover the day off, certain persons will be bypassed so they would not be mandated for both days. However, if unable to cover, would go back to following the regular mandation list.**

7. Mandatory overtime shall be limited to (2) 4-hour periods per week (the week shall be defined as a 7-day period commencing from the first of the two mandated periods.)

EXAMPLE: You were mandated to work a 4-hr. overtime shift on Monday and then mandated again for another 4-hr. overtime shift on Wednesday of that same week. You can not be mandate to work a 4-hr. overtime shift until Monday of the following week.

8. Unanticipated Mandated Overtime – Unable to cover the overtime by following the steps in the contract and have to mandate both telecommunicators on duty to cover, the senior telecommunicator will get the choice of which 4-hour slot they want.

EXAMPLE: It is 10:00 am and someone called in sick for the second shift (2pm-10pm). You go through the procedure to cover the overtime according to the contract, but are still unable to fill the overtime. Must then mandate both telecommunicators currently working the first shift. The telecommunicator being mandated with the most seniority will get to choose which 4-hr. part of the shift they will work.

9. If a requested day off is denied, that telecommunicator can take voluntary overtime and they can be mandated.

EXAMPLE: You put in a request for a Vacation day for June 15 and the day off was denied for one reason or another, you can now take voluntary overtime on that day and you can be mandated to work overtime on that day.

10. Can not be mandated the day before or after a Vacation day or Holiday.

EXAMPLE: You took a Vacation day on Wednesday and you are scheduled to work on Tuesday and Thursday, you can not be mandated to work any overtime Tuesday or Thursday.

PERSONAL DAYS

1. No more than 2 TC's per day and one per shift off rule applies, however, may be approved at Communication Manager's discretion. **If the Communication Manager is not available in person when the Personal Day request is submitted/requested, then the Supervisor or Senior Telecommunicator has the authority to approve the day and is also then responsible for filling the overtime that results.**

EXAMPLE: A Personal day off request is included in the rule of "no more than two telecommunicators off per day and one per shift", however, a personal day may be approved at the Communication Manager's discretion on a case by case basis, if a Personal day off is needed when there is already two telecommunicators off that day or already one off on your shift.

2. Personal Days can not be used on a "Family Holiday", which is described in the following section, or on a "paid contract" Holiday.

EXAMPLE: Can not use a Personal day off on, for example, Christmas Eve or Christmas Day, just to get the day off for the holiday.

HOLIDAYS

For purposes of mandation and voluntary overtime, scheduling, etc., banked "Holiday" time off will be considered the same as "Vacation" time off.

1. Christmas Day and New Year's Day shall be designated as "Family Holidays". For this purpose, the "Family Holiday" shall begin at 6:00 am the day preceding Christmas Day and New Year's Day.

EXAMPLE: For purposes of overtime, mandation, etc., the Family Holidays will be treated the same as "paid contract" Holidays.

2. Any employee whose regularly scheduled work day falls on a "Family Holiday" may not be granted time off unless the shift can be filled by voluntary overtime.

EXAMPLE: Same as above; you can not be mandated for a "paid contract" Holiday, so the same would apply for the "Family Holiday".

3. If a requested week-long, or more, vacation request includes a "paid contract" and/or "Family Holiday" and that day can not be filled voluntarily, the vacation request will be denied. A new request will need to be submitted minus the Holidays that could not be covered voluntarily. **The new request should be attached to**

the original request so that the employee is able to use the original submission date and time.

EXAMPLE: A telecommunicator has requested the week off from Monday through Sunday and Christmas falls in this week. We were unable to fill Christmas Day voluntarily, so the whole week requested is denied. A new request will need to be submitted minus the “paid contract” or “Family” Holiday.

VACATION

1. Vacation requests approved by seniority submitted **on and not before** January 1 up to March 1 of each year. From March 1 through December 31 are approved on a first submitted basis. Each request must be dated and time stamped for when submitted.

EXAMPLE: As by contract, requests for time off submitted from January 1 up to March 1 are determined by seniority. Any time off requests for the year should not be submitted before January 1 and must be submitted no later than midnight on February 28. All requests must be signed and time stamped using the time stamps at each console to eliminate any discrepancy on whose request was submitted first.

POWER SHIFT(S)

1. For overtime coverage, the person working a power shift will be offered the change of shift, to take voluntarily, first before starting on the call list or mandation list, if the overtime needing covered normally part of the power shift coverage.

EXAMPLE: An overtime needs to be covered on third shift (10:00 pm – 6:00 am), so the shift exchange would be offered first to the person working the power shift of 6:00 pm – 2:00 am.

2. When a person working a power shift is forced to move to another shift to cover a vacation, or otherwise, that person will be given at least five (5) days notice of the change.

EXAMPLE: A person on second shift is taking a two-week vacation, so the person working the power shift of 6:00 pm – 2:00 am, is given at least five (5) days notice that they will be moved to the second shift for those two weeks to cover that slot.

MISC

1. Manager of Communications or Shift Leads covering OT will allow one hour for Anticipated Overtime to wait for a response from one TC before moving to the next on the list. For Unanticipated Overtime, there will be no time limit to wait – if no answer when a TC is called, can immediately move on to the next person on the list.
EXAMPLE: Anticipated overtime would be covering for a vacation day or holiday, so you would wait an hour before calling the next person on the list to cover. Unanticipated would be if someone called in sick for same day or possibly a personal day, you would not have to wait any amount of time before moving on to the next person.
2. Can not work more than 12 hours per work day without having 8 hours off after working the 12 hours before having to work again – applied to mandation. **This rule would not apply should a quick shift change at the end of one schedule and the beginning of another result in an employee working more than 12 hours.**
EXAMPLE: You are working your regular shift of 6am – 2 pm and an additional 4-hr. overtime shift of 2pm – 6pm. You can not work any more hours until after 2am.
3. 24-hr. Notice for Requests for time off – the “24 hours” shall be defined as 24 hours from the start of your shift. This only applies if overtime is needed – if no overtime is needed, then no restriction.
EXAMPLE: If someone is requesting off on Monday for second shift, they must have their request in no later than the start of the second shift (2pm) on Sunday.
4. Timing for use of Comp Time – Comp time can not be used until the next pay period has begun and the overtime that had been worked is “on the books”.
EXAMPLE: A person works an overtime shift on Thursday in the first week of the pay period, they will not be able to use the Comp time they bank for that overtime until after the end of that current pay period, which would be Monday (10 days after the overtime was worked).
5. Changing “type” of day off requested – Will be allowed to change the “type” of day off requested if it involves the following: Holiday/Vacation to Comp Day (when 3 people are working that shift and this is realized when the schedule is posted). **The new request should be attached to the original request so that the employee is able to use the original submission date and time.**

EXAMPLE: A week-long vacation is requested using Vacation or Holiday time and when the schedule comes out, there is 3 people working Tuesday of that week requested. There is no need to use a Vacation/Holiday for that day when a Comp day can be used on these days, so will be allowed to changed the “type” of day off for those days that have 3 people on that shift to a Comp day.

Grievance

Given To: _____

Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP THREE

Reasons for Advancing Grievance: _____

Given To: _____

Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

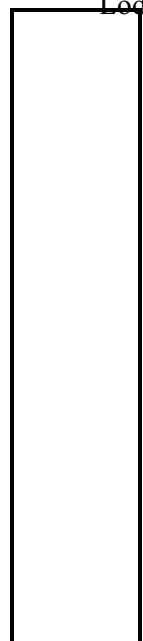
Position

Person to Whom Response Give

STEP FOUR

Reasons for Advancing Grievance: _____

EXHIBIT C



Lodge/U

Grievance

Given To: _____ Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

REFERRAL TO ARBITRATION by Illinois FOP Labor Council


Person to Whom Referral Given

Date

FOP Labor Council Representative



EXHIBIT D


 2015 2014 -2.5%

Years of Service	Current Annual Salary	Current Hourly Rate	Annual Salary as of 12/1/13	Hourly Rate as of 12/1/13	Annual Salary as of 12/1/14	Hourly Rate as of 12/1/14	Annual Salary as of 12/1/15	Hourly Rate of 12/1/15
	\$27,807	\$13.37	\$28,502	\$13.70	\$29,215	\$14.05	\$29,945	\$14.40
1	\$29,747	\$14.30	\$30,491	\$14.66	\$31,253	\$15.03	\$32,035	\$15.40
2	\$31,041	\$14.92	\$31,817	\$15.30	\$32,612	\$15.68	\$33,427	\$16.07
3	\$32,335	\$15.55	\$33,143	\$15.93	\$33,972	\$16.33	\$34,821	\$16.74
4	\$33,627	\$16.17	\$34,468	\$16.57	\$35,330	\$16.99	\$36,213	\$17.41
5	\$34,921	\$16.79	\$35,794	\$17.21	\$36,689	\$17.64	\$37,606	\$18.08
6	\$36,214	\$17.41	\$37,119	\$17.85	\$38,047	\$18.29	\$38,999	\$18.75
7	\$37,507	\$18.03	\$38,445	\$18.48	\$39,406	\$18.95	\$40,391	\$19.42
8	\$38,257	\$18.39	\$39,214	\$18.85	\$40,194	\$19.32	\$41,199	\$19.81
9	\$39,447	\$18.96	\$40,433	\$19.44	\$41,444	\$19.92	\$42,480	\$20.42
10	\$40,740	\$19.59	\$41,759	\$20.08	\$42,803	\$20.58	\$43,873	\$21.09
11	\$41,261	\$19.84	\$42,293	\$20.33	\$43,350	\$20.84	\$44,434	\$21.36
12	\$41,674	\$20.04	\$42,716	\$20.54	\$43,784	\$21.05	\$44,878	\$21.58
13	\$42,089	\$20.24	\$43,141	\$20.74	\$44,220	\$21.26	\$45,325	\$21.79
14	\$42,511	\$20.44	\$43,574	\$20.95	\$44,664	\$21.47	\$45,780	\$22.01
15	\$42,936	\$20.64	\$44,009	\$21.16	\$45,110	\$21.69	\$46,237	\$22.23
16	\$43,365	\$20.85	\$44,449	\$21.37	\$45,561	\$21.90	\$46,700	\$22.45
17	\$43,799	\$21.06	\$44,894	\$21.58	\$46,016	\$22.12	\$47,167	\$22.68
18	\$44,237	\$21.27	\$45,343	\$21.80	\$46,476	\$22.34	\$47,638	\$22.90
19	\$44,679	\$21.48	\$45,796	\$22.02	\$46,941	\$22.57	\$48,115	\$23.13
20	\$45,126	\$21.70	\$46,254	\$22.24	\$47,411	\$22.79	\$48,596	\$23.36

EXHIBIT E

SHIFT SUPERVISOR DUTIES

The shift supervisor shall be defined as the Employee regularly assigned to this position by the Employer for a particular shift. An Employee who is a regular shift supervisor working on a shift where the regular shift supervisor is present will not be considered the shift supervisor and will not be paid the extra \$1.00 per hour. An Employee who is a regular shift supervisor working on a shift where the regular shift supervisor is absent shall be the shift supervisor for that shift or for the time actually worked and shall be paid the extra \$1.00 per hour for the time worked. Where no regular shift supervisor is working on a shift, then the most senior Employee shall be the acting shift supervisor. Only one Employee per shift shall receive the additional supervisor pay either as a regular or acting shift supervisor. The regular shift supervisor shall have the following duties:

1. Handle shift assignments.
2. Communicate directly and immediately to the Manager of Communications any tower failures or irregularities, computer or software problems or failures and any other telecommunication or service issues affecting the operation of LIV/COM and/or the ETS.
3. The shift supervisor will communicate with the Manager of Communications as to equipment needs, such as headsets, headset accessories and other supplies to perform the task of telecommunicator.
4. Provide daily shift reports including any critical incident reports.
5. Approve time off requests in the absence of the Manager of Communications for their assigned shifts.
6. Perform such other assignments as are consistent with Article II of the current bargaining agreement.
7. The acting shift supervisor shall perform the same duties as set forth above for a regular shift supervisor.

EXHIBIT F

LIVINGSTON COUNTY PERSONNEL POLICY MANUAL PROVISIONS

(1) Section 11-3 Anti-Harassment and Complaint Procedure

11-3.1 The County is committed to providing a workplace free from all forms of unlawful discrimination and harassment. Discrimination or harassment of any kind based on sex, race, color, national origin, age, religion, disability, handicap, sexual orientation, veteran status, marital status, ancestry, or any legally protected characteristic is prohibited by the County and by applicable state and federal laws. Actions, words, jokes, or comments based on any of these characteristics will not be tolerated.

Any Employee who engages in conduct in violation of this policy is subject to discipline up to and including termination of employment.

Section 11-3.2 Sexual Harassment

Sexual harassment is one type of unlawful discrimination that is prohibited. All Employees must avoid offensive or inappropriate sexual behavior at work and are responsible for assuring that the workplace is free from sexual harassment at all times. All Employees must avoid any action or conduct which could be viewed as sexual harassment, including: (a) unwelcome sexual advances; (b) requests for sexual acts or favors, with or without accompanying promises, threats, or reciprocal favors or actions; and (c) other verbal or physical conduct of a harassing or sexual nature made to an Employee when:

- 1) submission to such conduct is made either explicitly or implicitly a condition of an individual's employment;
- 2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions;
- 3) such conduct has a purpose or effect of substantially interfering with an individual's work performance; or
- 4) such conduct has the purpose or effect of creating an intimidating, hostile or offensive working environment.

Examples of prohibited conduct include, but are not limited to, lewd or sexually suggestive comments; off-color language or jokes of a sexual nature; slurs and other verbal, graphic or physical conduct relating to an individual's gender; or any display of sexually explicit pictures, greeting cards, articles, books, magazines, photos or cartoons.

Section 11-3.3 Other Forms of Impermissible Harassment

Harassment on the basis of sex, race, color, national origin, age, religion, disability, handicap, sexual orientation, veteran status, marital status, ancestry, or any legally protected characteristic is prohibited by the County. All Employees must avoid offensive or inappropriate harassing behavior at work and are responsible for assuring that the workplace is free from unlawful harassment at all times.

The County's policy prohibits verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of that individual's race, sex, color, national origin, age, religion, disability, handicap, sexual orientation, veteran status, marital status, ancestry, or any legally protected characteristic or that of the Employee's relatives, friends, or associates and that (a) has the purpose or effect of creating an intimidating, hostile or offensive work environment; (b) has a purpose or effect of unreasonably interfering with an individual's work performance; or (c) otherwise adversely affects an individual's employment opportunities.

Prohibited conduct can include, but is not limited to, the following: (a) epithets, slurs, negative stereotyping, or threatening, intimidating or hostile acts that relate to any protected characteristic and (b) written or graphic material that denigrates or shows hostility or aversion toward an individual or group because of a protected characteristic and that is placed on walls, bulletin boards, or elsewhere on the Employer's premises or circulated in the workplace.

Section 11-3.4 Harassment Complaint Procedure

If you believe you have been subject to or witness to sexual or other unlawful harassment, report it immediately to your supervisor. If your supervisor is unavailable or you believe it would be inappropriate or uncomfortable to discuss it with him or her, you should immediately report it to your Department Head or Human Resources. Such conduct must be reported whether it occurs on or off County premises, during work hours or outside work hours, and whether committed by a County Employee or by another person the Employee encounters as part of employment by the County, such as a supplier or vendor.

Any supervisor or manager who becomes aware of possible sexual or other unlawful harassment must immediately report such information to the Treasurer or President even if the Employee has asked that no action be taken on the complaint or the information provided.

Employees can make good faith reports and complaints of sexual or other harassment without fear of reprisal or retaliation. Retaliation by any person against an Employee making such a report or complaint or participating in a related investigation is strictly prohibited and

any such retaliation subjects an Employee to disciplinary action, up to and including termination of employment.

False and frivolous complaints refer to incidents where the accuser is using a sexual harassment complaint to accomplish some end other than stopping sexual harassment. It does not refer to charges made in good faith which cannot be proven. Given the seriousness of the consequences for the accused, a false and frivolous charge is a severe offense that can itself result in disciplinary action.

All complaints of sexual or other harassment will be promptly and thoroughly investigated. To the extent practicable, the County endeavors to maintain confidentiality of complaints and related investigation.

Any Employee who has engaged in sexual or other unlawful harassment will be subject to disciplinary action, up to and including termination of employment.

The County hopes that any incident of sexual harassment can be resolved through the internal process outlined above. All Employees, however, have the right to file formal charges with the Illinois Department of Human Rights (IDHR) and/or the United States Equal Employment Opportunity Commission (EEOC). A charge with IDHR must be filed within 180 days of the incident of sexual harassment. A charge with EEOC must be filed within 300 days of the incident.

The Illinois Department of Human Rights may be contacted as follows:

Chicago		312-814-6200
Chicago	TDD	312-263-1579
Springfield		217-785-5100

(2) Section 11-7 ELECTRONIC COMMUNICATIONS

11-7.1 Purpose - To describe the County's policy regarding the use and monitoring of communications systems, including electronic and telephone communications systems, including, but not limited to mail, e-mail, telephone systems, voice mail, facsimiles, video equipment and tapes, tape recorders and recordings, pagers, cellular phones, computer networks, the internet, and computer directories and files.

11-7.2 Policy - It is the policy of the County to provide or contract for the communication services and equipment necessary to promote the efficient conduct of business. All business equipment, electronic and telephone communications systems, and all communications and stored information transmitted, received, or contained in the County's information systems are the County's property and are to be used primarily for job-related purposes. While some limited personal use is permitted, (to be determined in the sole discretion of the County) such use should only be during non-working time and should be in accordance with this policy. To ensure

the proper use of communications systems and business equipment, the County may monitor the use of these systems and equipment from time to time.

11-7.3 Employees also are prohibited from using codes, accessing files, or retrieving any stored communication without prior clearance from an authorized County representative. No Employee may use a pass code unknown to the County.

11-7.4 Employees who violate this policy are subject to disciplinary action, up to and including termination. As a condition of employment, Employees will be required to sign a consent form acknowledging their understanding and agreement to comply with this policy.

11-7.5 Procedure-

i. Electronic systems are owned/leased and maintained by the County, and electronic communications are the sole property of the County. Personal software or messages shall not be installed or stored on County electronic equipment unless approved by authorized personnel.

ii. The County will, or reserves the right to, monitor the use of electronic systems and to review, retrieve, or inspect all material that is created, transmitted, stored in, accessed, or sent through any County electronic communication system, with or without prior notice to the Employee. No communications are guaranteed to be private or confidential, and Employees have no right of privacy with respect to any use of the County's electronic communications systems.

iii. The use of personal passwords, assigned to the Employee, is not grounds for an Employee to claim privacy rights in the electronic or communications systems. The County reserves the right to override personal passwords. Employees may be required to disclose passwords or codes to the County to allow access to the systems.

iv. The County's prohibition against sexual, racial, and other forms of harassment are extended to include the use of electronic and telecommunications systems. Offensive, harassing, vulgar, obscene, or threatening communications are strictly prohibited, as are sexually oriented messages or images. Communications that may frame or disparage the County or Employees are also prohibited from publication on any electronic systems. Employees who receive e-mails or other information on their computers which they believe violate this policy should immediately report this activity to their supervisor.

The County prohibits the use of its electronic communication systems in a manner that is unlawful or violates any County policy. Employees are prohibited from using County communications systems to transmit, receive, retrieve, or store any information or communication that is discriminatory, harassing, derogatory to any individual or group, obscene, sexually explicit or sexually suggestive, unlawful, or otherwise contrary to the County's policies or business interests.

Employees are prohibited from accessing without authorization or tampering with the security of any computer or network system. Any unauthorized attempt to bypass computer or network security controls, i.e. "hacking" into other systems or logins or using unauthorized passwords is strictly forbidden.

v. Privileged or confidential material, such as, but not limited to, trade secrets or attorney-client communications, should not be exchanged haphazardly by e-mail, facsimiles, etc.

vi. Employees are prohibited from disseminating, printing, or copying copyrighted materials or in any other way violating copyright laws. The electronic posting of copyrighted information is also prohibited, unless the County or the Employee has created the information or owns the rights to it.

vii. Outsiders or non-Employees are prohibited from using electronic communications to communicate with County Employees or the County for any purpose unrelated to County business.

viii. Employees must be aware of the possibility that electronic messages that are believed to have been erased or deleted can frequently be retrieved by systems experts and can be used against an Employee or the County. Therefore, Employees should be cautious and use the systems only in the appropriate manner and consult with systems experts to guarantee that information to be deleted is truly eliminated from the system.

ix. Employees should exercise care so that no personal correspondence appears to be an official communication of the County. Personalized County stationery and business cards may only be issued by the County. Employees may not use the County's address for receiving personal mail or utilize County stationery or postage for personal letters.

x. Violation of this policy can result in discipline, up to and including termination of employment.

xi. Limited personal use of cellular phones and pagers is permitted. Abuse of this rule may result in discipline up to and including discharge.

(3) Section 11-16 Confidential Information

11-16.1 The protection of confidential information is vital to the interests of the County and the public. Confidential information includes, but is not limited to, financial information, health and medical information, information protected by law, pending projects, and proposals. No confidential information may be copied or removed from County premises, except in the ordinary course of performing duties for the County. Additionally, confidential

information may not be disclosed to anyone except where required for a legitimate business purpose.

11-16.2 Use of any photographic equipment (including cell phones, PDA's, or any other electronic device with photographic or imaging capability) to take still pictures or video of any confidential information is strictly prohibited.

11-16.3 All requests by outside entities or persons for the disclosure of confidential information should be directed to your Department Head. Employees who are unsure about the confidential nature of specific information are to ask their Department Head for clarification. Any Employee who improperly uses or discloses confidential information is subject to discipline, up to and including termination of employment, even if he or she does not actually benefit from the disclosed information.

(4) Section 11-17 Conflicts of Interest

11-17.1 Employees have an obligation to avoid actual or potential conflicts of interest. The purpose of this policy is to provide guidelines so that Employees can seek further clarification on issues related to the subject of acceptable standards of operation. Contact your Department Head or Human Resources for more information or questions about conflicts of interest.

11-17.2 Business dealings with outside firms should not result in unusual gains for those firms. Unusual gain refers to bribes, product bonuses, special fringe benefits, unusual price breaks, and other windfalls designed to ultimately benefit the Employer, the Employee, or both.

11-17.3 An actual or potential conflict of interest occurs when an Employee is in a position to influence a decision that may result in a personal gain for that Employee or for a relative as a result of the County's business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the Employee is similar to that of persons who are related by blood or marriage.

11-17.4 If an Employee has any influence on transactions involving purchases, contracts, or leases, it is imperative that the Employee disclose to the Livingston County State's Attorney as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

11-17.5 Personal gain may result not only in cases where an Employee or relative has a significant ownership in a firm with which the County does business, but also when an Employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving the County.

(5) Section 11-18 Outside Employment

11-18. 1 All Employees are subject to the County's scheduling demands, regardless of any existing outside work requirements. If the County determines that an Employee's outside work interferes with performance, the Employee may be asked to terminate the outside employment in order to remain with the County. Outside employment that constitutes a conflict of interest is prohibited.

(6) Section 11-19 Working Off-Premises

11-19.1 Employees who work off County premises must maintain appropriate care and security of all County equipment and information used at the Employee's home or worksite.

11-19.2 Employees are responsible for maintaining the confidentiality of County information, documents, passwords, and other information. Employees are also responsible for preventing unauthorized access to any County system or information from their worksite. Employees must dispose of work related documents in a manner that will not jeopardize the interests of the County.

11-19.3 All County equipment, County property, information, hardware, software, and files remain the property of County and shall be promptly returned to the County upon request or termination of employment.

EXHIBIT G

SOCIAL MEDIA POLICY

“Social media” includes, but is not limited to, online forums and social networking sites, such as *Twitter*, *Facebook*, *Linedin*, *YouTube*, and blogs. The use of social media by employees can become problematic and unacceptable in certain circumstances, examples of which are if it interferes with an employee’s work, if it is used to harass coworkers, if it creates a hostile work environment, if it harms the public or reputation of the Employer, or if it in any way adversely affects the Employer. Employees are expected to use their professional judgment and take the most prudent action possible with regard to social media posts. If an employee is uncertain about the appropriateness of a social media posting, the employee must confer on that matter with the employee’s supervisor or with County Human Resources. While other posting to social media may be violations, specific requirements are:

i. No employee other than a designated spokesperson may speak on behalf of the Employer.

ii. If an employee identifies himself or herself as an employee or discusses matters related to the Employer on social media, the employee must make clear that he or she is an employee of the Employer and that the view posted are those of the person (the employee) alone and that they do not represent the views of the Employer or any agency or department of the Employer. The employee must keep in mind that if information is posted in violation of Employer or County policy or any law, the disclaimer will not shield the employee from disciplinary action.

iii. Unless given written consent by the Employer and the County, an employee shall not use the Employer’s or County’s logo or trademarks on any social media post.

iv. All postings on social media must comply with the Employer’s or County’s confidentiality ethics, harassment and personnel policies. If an employee is unsure about the confidential nature of information the employee is considering for posting, the employee must first consult with their supervisor.

v. Employees shall not link any post to the Employer’s or County’s website, nor shall an Employee post County material, on a social media site without written permission from County Human Resources.

vi. All employee postings to social media sites must comply with copyright and trademark laws, and must cite or reference sources accurately.

Violation of this policy may lead to discipline up and to including the immediate termination of employment.