AGREEMENT

BETWEEN

LIVINGSTON COUNTY, ILLINOIS AND THE

SHERIFF OF LIVINGSTON COUNTY, ILLINOIS

AND

ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

ON BEHALF OF AND WITH LODGE NO. 186

FOR THE

SHERIFF'S POLICE OF

LIVINGSTON COUNTY, ILLINOIS

BARGAINING UNIT

DECEMBER 1, 2019 TO NOVEMBER 30, 2022

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PREAMBLE

This Agreement is entered into by Livingston County, Illinois, and the Sheriff of Livingston County, Illinois, hereinafter referred to as "Employer", and the Fraternal Order of Police, Livingston County Peace Officers, Lodge No. 186, and the Illinois F. O .P. Labor Council, hereinafter referred to as the "Lodge".

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

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

ARTICLE I
RECOGNITION

Section 1. Unit Description

The Employer hereby recognizes the Lodge as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on any and all matters relating to wages, hours, and all other terms and conditions of employment of all full-time sworn patrol officers in the bargaining unit. The bargaining unit shall include: All sworn peace officers below the rank of Captain, and excluding the Chief of Detectives, Chief Deputy, all supervisory positions created above the rank of Lieutenant, the Sheriff and all other employees of the Livingston County Sheriff's Office. A member or the members of the bargaining unit are hereinafter referred to as "employee" or "employees".

Section 2. Supervisors

Supervisors may continue to perform bargaining unit work which is incidental to their jobs. They may also perform bargaining unit work in emergency situations and where such work is necessary to train a bargaining unit employee. Such work by supervisors shall not cause any layoffs

of the bargaining unit employees.

Section 3. Sheriff's Auxiliary and Part-Time Officers

The Employer may continue to utilize the services of the Livingston County Sheriff's Police Auxiliary in accordance with Illinois statutes. The Employer may continue to utilize part-time officers as relief officers or in emergencies as necessary.

ARTICLE II

NEW CLASSIFICATION, VACANCIES AND PROMOTIONS

Section 1. New Classifications

Where the Employer finds it necessary to create a new job classification, the work of which falls within the scope of the bargaining unit, the Employer and Lodge agree to jointly petition the State Labor Board to seek the necessary unit clarification.

If the inclusion of a new position classification is agreed to by the parties or found appropriate by the Labor Board, the parties shall negotiate as to the proper pay grade for the classification. If no agreement is reached within thirty (30) calendar days from the date of inclusion, the Lodge may appeal the proposed pay grade to the 2nd step of the grievance procedure.

The second step grievance committee shall determine the reasonableness of the proposed salary grade in relationship to:

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

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

(c) Significant differences in working conditions to comparable position classifications.

The pay grade originally assigned by the Employer shall remain in effect pending the decision.

If the decision of the second step grievance committee is to increase the pay grade of the position classification, such rate change shall be applied retroactive to the date of its installation.

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

Section 2. Vacancies

Vacancies shall be created and filled in accordance with past practice using the established Merit Commission procedures without waiver thereof. The Sheriff shall fill vacancies for new positions by selecting the most qualified person from an eligibility list created by the Merit Commission in accordance with past practice.

Section 3. Promotions

(a) To be eligible to take promotion examinations for any rank, the employee must meet the following requirements:

(1) Sergeant –

Be a commissioned deputy with the Livingston County Sheriff's Department whose duties are as defined in 720 ILCS 5/2-13 for a "Peace Officer"; and

Have at least five (5) years' experience as a deputy sheriff with the Livingston County Sheriff's Department; or

In the case of a deputy hired in at an accelerated step, a combination of at least three (3) years' experience with the Livingston County Sheriff's Department and a minimum of two (2) years of prior experience as a sworn peace officer that is pre-certified by the Law Enforcement Training Standards Board equaling a total of five (5) years' experience.

(2) Lieutenant –

Be a commissioned deputy with the Livingston County Sheriff's Department whose duties are as defined in 720 ILCS 5/2-13 for a "Peace Officer"; and

Have at least three (3) years' experience as a sergeant with the Livingston County Sheriff's Department.

(3) Captain –

Be a commissioned deputy with the Livingston County Sheriff's Department whose duties are as defined in 720 ILCS 5/2-13 for a "Peace Officer"; and

Have at least one (1) years' experience as a Lieutenant with the Livingston County Sheriff's Department.

(4) No employee will be allowed to test for any position as defined in paragraph(s) (1), (2) or (3) for a period of one (1) year from the last date of any suspensions from duty, other than suspensions with or without pay when said deputy has been exonerated or the charge not sustained against him.

(5) No employee will be allowed to take the examination who is on any unpaid leave of absence from the department

(b) The testing procedure will consist of a written examination and a departmental evaluation, with the evaluation completed before the written test is administered.

(1) The written test will be obtained from a professional police testing organization with the test being as specific as possible for the type and size of agency such as the Livingston County Sheriff's Department. Those taking the test will be ranked in descending order with the highest score ranked first.

(2) The departmental evaluation shall be made by the candidate's immediate supervisor covering the year preceding the date of testing and shall include relevant information concerning the applicant's demonstrated skills including job knowledge, demeanor, and potential for supervisory responsibility.

(3) The departmental evaluation form will be one approved by the Sheriff and Lodge #186.

(4) In the event a candidate has more than one supervisor, the supervisor with the greatest amount of contact will be considered the immediate supervisor. However, in every case, the immediate supervisory contact must exceed thirty three percent (33%).

(5) In the event of multiple supervisors, the candidate will select an evaluation from the other supervisors. The Sheriff and Lodge #186 representative will select the third evaluation.

(6) The candidate shall be allowed to review his evaluation. Where a disagreement exists, the candidate may enter a written explanation. The candidate and Sheriff will be allowed to select another supervisor's

evaluation in accordance with subparagraph (5).

(7) Upon completion of both departmental evaluation and written test, a composite score shall be computed for all eligible applicants. The written test score(s) shall form seventy five percent (75%) of the total score. The remaining twenty percent (20%) shall be based upon the departmental evaluation.

(8) After the candidate's scores are completed in accordance with subparagraph (7), seniority points will be added according to the following formula: .25 points per year of service. The total points allowed for seniority may not exceed a total of five (5) points.

(9) After completion of subparagraphs (7) and (8), a final list ranking all candidates with the highest composite score ranked first, shall be made and posted.

(10) The promotional list will be valid for a period of two (2) years from the date of its issuance or when all names have been exhausted, whichever comes first.

(11) In the event that the list expires according to the definition of subparagraph (10), another promotional examination will be scheduled without unreasonable delay.

(c) Candidates will be selected for promotion from the top four (4) positions on the list. Placement will be decided by the numerical score of their composite ranking (written test, department evaluation and seniority).

(d) When a vacancy occurs within any rank, it will be filled as department needs dictate.

(e) Any employee promoted according to the provisions of this article will be on probation for a period of six (6) months within the new rank. Removal from the position will be only for just cause relating to the ability to supervise and not be punitive in nature.

(f) Any employee promoted according to the provisions of this article will be required to successfully complete an approved management or supervisory course of instruction within a reasonable time period.

(g) Any disputes that arise in the application of this article are subject to the article dealing with grievance and arbitration.

(h) This promotion procedure shall be effective for promotions made after July 1, 1993. Promotions made prior to this date shall be made by the Sheriff by selecting the most qualified person in accordance with past practice.

ARTICLE III

NON-DISCRIMINATION

Section 1. Equal Employment Opportunity

The Employer will continue to provide equal employment opportunity for all employees, and develop and apply equal employment practices.

Section 2. Lodge Membership or Activity

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

Section 3. Use of Masculine Pronoun

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

ARTICLE IV

MANAGEMENT

RIGHTS

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

(a) To direct all operations of the County;

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

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

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

(e) To lay off employees;

(f) To maintain efficiency of County operations;

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

(h) To change existing methods or facilities;

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

(j) To contract out for goods or services other than law enforcement services or as provided in this Agreement;

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

(1) To set patrol zones, number of squad cars per shift, assignment of cars and equipment to personnel and to change these as needed to meet department needs and priorities;

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

(3) To determine the shift or duty assignments, the number of personnel per shift or duty assignments, and not to change or alter these without at least five (5) days' notice except in emergencies or by mutual agreement. Refusal by the employee to agree to changes or alterations in non-emergency situations shall not be cause for any disciplinary action against the employee;

(4) To require compliance with regular written department rules and regulations, and to all general orders, special orders, official notices or memorandum issued from the Sheriff of Livingston County on department letterhead, memorandum, general or special order, or other identifiable department documents, as well as both the Sheriff's Merit Commission rules and regulations and the established County personnel policy and procedure manual;

(5) To require prior notification of any outside part-time employment and to set reasonable restrictions thereon and annually to renew the notification or provide additional notification upon a change of any outside part-time employment.

(6) 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;

(7) To determine the proper utilization of department vehicles and equipment, the proper cleaning, care and maintenance of those vehicles and equipment, the number of personnel assigned to each vehicle and the location of vehicles when not in service;

(8) 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 Sheriff; and,

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

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

ARTICLE V
SUBCONTRACTING

Section 1. General Policy

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 interests of economy, improved work product, or emergency.

ARTICLE VI

F. O .P. REPRESENTATIVES

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

Section 1. Grievance Processing

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

Section 2. Lodge Negotiating Team

Members designated as being on the negotiating team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay. This shall include reasonable time before and after each session to confer with the Council representative on the matters under negotiations. Lodge negotiators who are scheduled to work the night before scheduled contract negotiations shall be granted reasonable time off with pay at the discretion of the Sheriff, prior to the end of his shift. Such factors taken into consideration in determining the amount of time off shall include the starting time of negotiations and the duration of negotiations. If a designated Lodge negotiating team member is in regular day- off status on the day of negotiations, he will not be compensated for attending the session.

ARTICLE VII

DUES DEDUCTION AND FAIR SHARE

Section 1. Dues Deduction

Upon receipt of a written and signed authorization form from an employee, the Employer shall deduct the amount of Lodge dues and initiation fee, if any, set forth in such form and any authorized increase thereof, and shall remit such deductions monthly to the Illinois Fraternal Order of Police Labor Council at the address designated by the Lodge in accordance with the laws of the State of Illinois. The Lodge shall advise the Employer of any increase in dues, in writing, at least

thirty (30) days prior to its effective date. A copy of the Dues Deduction Authorization Form is attached hereto as Exhibit A and made a part hereof by reference.

Section 2. Dues

With respect to any employee on whose behalf the Employer receives written authorization in a form agreed upon by the Lodge and the Employer, the Employer shall deduct from the wages of the employee the dues and/or financial obligation uniformly required and shall forward the full amount to the Lodge by the tenth (10th) day of the month following the month in which the deductions are made. The amounts deducted shall be in accordance with the schedule to be submitted to the Employer by the Lodge. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Lodge during the fifteen (15) day period prior to the expiration of this Agreement. The Employer will not similarly deduct dues in any other organization as to employees covered by this Agreement.

ARTICLE VIII
BILL OF RIGHTS

The provisions of the Uniform Peace Officers' Disciplinary Act, 50 ILCS 725/1, are incorporated herein and made a part of this Agreement by reference. Nothing in this Article is intended or should be construed to waive employee's right to union representation during questioning that the employee reasonably believes may lead to discipline. Bargaining unit employees shall have such rights as set forth in the United States Supreme Court decision in NLRB v. Weingarten, 420 U.S. 251 (1975) and Central Management Services and Corrections (Morgan) 1 PERI par. 2020 (ISLRB, 1985).

ARTICLE IX
INDEMNIFICATION

Section 1. Employer Responsibility

The Employer shall be responsible for, hold employees harmless from, and pay for damages, except punitive damages, or moneys which may be adjudged, assessed or otherwise levied against any employee covered by this Agreement arising from the performance of his duties or assignments.

Section 2. Legal Representation

Employees shall have legal representation provided by the Employer in any civil cause of action brought against an employee resulting from or arising out of the performance of duties.

Section 3. Cooperation

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

Section 4. Applicability

The Employer will provide the protection set forth in Section 1 and Section 2 above, so long as the employee is acting within the scope of his employment and where the officer cooperates, as defined in Section 3 above, with the Employer in defense of an action or actions or claims. Intentional acts or willful acts or misconduct are not covered by this Agreement.

ARTICLE X

NO STRIKE

Section 1. No Strike Committment

Neither the Lodge nor any employee will call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage or the concerted interference with the full, faithful and proper performance of the duties of employment with the Employer during the term of this Agreement. Neither the Lodge nor any employee shall refuse to cross any picket line, by whomever established.

Section 2. Resumption of Operations

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

Section 3. Lodge Liability

Upon the failure of the Lodge to comply with the provisions of Section 2 above, any agent or official of the Lodge who is an employee covered by this Agreement may be subject to the provisions of Section 4 below.

Section 4. Discipline of Strikers

Any employee who violates the provisions of Section 1 of this Article shall be subject to

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

ARTICLE XI
RESOLUTION OF IMPASSE

In order to resolve impasses, the Employer and the Lodge agree to abide by the provisions of Section 14 of the Illinois Public Labor Relations Act with the following exceptions:

(a) All arbitration hearings shall be conducted in Pontiac, Illinois, at a mutually agreeable location.

ARTICLE XII
PERSONNEL FILES

Section 1. 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 2. Inspection

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

(a) Such inspection shall occur immediately following receipt of the request.

(b) Such inspection shall occur during daytime working hours Monday through Friday upon reasonable request.

(c) The employee shall not be permitted to remove any part of the personnel file from the premises but may obtain copies of any information contained therein upon payment of the cost of copying. The Employer will provide any copies requested.

(d) Upon written authorization by the requesting employee, in cases where such employee has a written grievance pending, and is inspecting his file with respect to

such grievance, that employee may have a representative of the Lodge present during such inspection and/or may designate in such written authorization that said representative may inspect his personnel file subject to the procedure contained in this Article. Any such inspection shall be done with an Employer representative present.

(e) 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.

(f) 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 the disputed portion of the personnel record is released to a third party as long as the disputed record is a 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 Employer agrees with its content. If either the Employer or the employee places in the personnel record information which is false, the Employer or employee, whichever is appropriate, shall have remedy through the grievance procedure to have that information expunged.

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

(h) 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 the 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 3. Notification

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

Section 4. Limitation on Use of File Material

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

Section 5. Use of File Material

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

ARTICLE XIII

DISCIPLINE AND DISCHARGE

Section 1. Discipline and Discharge

The parties recognize the principles of progressive and corrective discipline. Disciplinary action or measures shall include only the following:

oral reprimand

written reprimand

demotion

suspension with or without pay (notice to be given in writing)

discharge

The authority of the Sheriff to suspend shall be limited to an aggregate of not more than thirty (30) days in any twelve (12) month period.

Disciplinary action may be imposed against an employee only for failing to fulfill his responsibilities as an employee and for just cause. Any disciplinary action or measure imposed against an employee may be processed as a grievance through the regular grievance procedure.

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

Section 2. Predisciplinary Meeting

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

Section 3. Investigatory Interviews

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

Section 4. Merit Commission

The Employer and the Lodge agree that the provisions of this Agreement relating to discipline, discharge, grievance procedures and arbitration shall be in lieu of similar procedures heretofore available under the Sheriff's Merit Commission. Provided, however, that nothing herein shall infringe on the function of the Sheriff's Merit Commission in testing applicants for new positions or promotions and creating eligibility lists for any such positions from which the Sheriff shall fill any such positions.

ARTICLE XIV

DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

Section 1. Definition of a Grievance

A grievance is defined as any unresolved difference between the Employer and the Lodge

or any employee regarding the application, meaning or interpretation of this Agreement. This grievance procedure is subject to and shall not conflict with any provisions of the Illinois Public Labor Relations Act.

Section 2. Representation

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

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

Section 3. Subject Matter

Only one subject matter shall be covered in any one grievance. A grievance shall contain a statement of the grievant's position, the Article and Section of the Agreement allegedly violated, the date of the alleged violation, the relief sought, the signature of the grieving employee or employees and the date.

Section 4. Time Limitations

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

The Employer's failure to respond within the time limits shall not find in favor of the grievant, but shall automatically advance the grievance to the next step, except Step 2. Time limits may be extended by mutual agreement.

Section 5. Grievance Processing

No employee or Lodge representative shall leave his work assignment to investigate, file or process grievances without first making mutual arrangements with his supervisor, and such mutual arrangements shall not be denied unreasonably. In the event of a grievance, the employee shall always perform his assigned work task and grieve his complaint later, unless the employee reasonably believes that the assignment endangers his safety.

Section 6. Grievance Meetings

A maximum of two (2) employees (the grievant and/or Lodge Representative) per work shift shall be excused from work with pay to participate in a Step 1 or Step 2 grievance meeting. The employee or employees shall only be excused for the amount of time reasonably required to

present the grievance. The employee or employees shall not be paid for any time during which a grievance meeting occurs outside of the employee's work shift. In the event of a grievance, the employee shall first perform his assigned work task and file his grievance later.

Section 7. Steps in Procedure

Disputes arising under this Agreement shall be resolved as follows:

Step 1. The Lodge shall prepare a written grievance and present it to the Sheriff no later than ten (10) business days after the employee knew or should have known of the incident giving rise to the grievance. If the grievance concerns a financial or economic matter, the grievance shall also be presented to the County Board Chairperson by the Sheriff. A copy of the Grievance Form to be utilized is attached hereto as Exhibit B and made a part hereof by reference. Within five (5) business days after the grievance has been submitted to the Sheriff, the Sheriff (and County Board Chairperson, if it concerns an economic or financial matter) shall meet with the grievant and the Lodge Representative to discuss the grievance and make a good faith attempt to resolve the grievance. The Sheriff (and County Board Chairperson, if the grievance concerns a financial or economic matter) shall respond in writing to the grievant and the Lodge Representative within five (5) days following the meeting.

Step 2. If the grievance is not settled at Step 1, the grievance may be referred to in writing, within five (5) business days after the decision of the Sheriff and County Board Chairperson, to a Committee consisting of a designee of the Sheriff, a designee of the County Board Chairperson, and Human Resources. Within twenty (20) business days after the grievance has been filed at the Step 2 level, the designated three (3) person panel will meet with the Lodge and the grievant to discuss the grievance and make a good faith effort to resolve the grievance. A written response will be submitted to the Lodge within five (5) business days following the meeting.

Step 3. If the dispute is not settled at Step 2, the matter may be submitted to arbitration within ten (10) business days after the Step 2 Panel's written decision or the expiration of the five (5) day period if the Employer fails to render a written decision at Step 2. Within ten (10) business days after the matter has been submitted to arbitration, a representative of the Employer and the Lodge shall attempt to mutually agree on an arbitrator. If the parties are unable to agree on an

arbitrator, the parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. Either party shall have the right to reject an entire list of arbitrators. The arbitrator shall be selected from the list of seven (7) by alternate strikes by the Employer representative and the Lodge. The order of strikes shall be determined by coin toss, with the winner designating the first party to strike. The person whose name remains on the list shall be the arbitrator, provided that either party before striking any names shall have the right to reject one (1) of the arbitrators on the list. The arbitrator shall be notified of his selection by a letter from the Federal Mediation and Conciliation Service. All hearings shall be held in the City of Pontiac, Illinois, unless otherwise agreed to.

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

The Employer or Lodge shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its witness.

Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination of the question of arbitrability. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute. The expenses and fees of arbitration and the cost of the hearing room shall be shared equally by the parties. Costs of arbitration shall include the arbitrator's fees, room costs and transcription costs.

Nothing in this Article shall preclude the parties from agreeing to use the expedited arbitration procedures of the Federal Mediation and Conciliation Service. The decision and award of the arbitrator shall be made within forty five (45) days following the hearings and shall be final and binding on the Employer, the Lodge and the employee or employees involved.

The arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of the Agreement.

ARTICLE XV
SENIORITY

Section 1. Definition of Seniority

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

Section 2. Probation Period

An employee is a "probationary employee" for his first twelve (12) months of employment if not required to participate in a FTO program. If the employee participates in an FTO program (normally ten (10) weeks in length), the employee shall be a "probationary employee" for the first twelve (12) months after completing the program. No matter concerning the discipline, layoff or termination of a probationary employee shall be subject to the grievance and arbitration procedures. A probationary employee shall have no seniority, except as otherwise provided in this Agreement, until he has completed his probationary period. Upon the completion of his probationary period, he will acquire seniority from his date of hire.

Section 3. Seniority List

The Employer and Lodge have agreed upon the initial seniority list setting forth the present seniority dates for all employees covered by this Agreement and shall become effective on or after the date of execution of this Agreement. Such lists shall finally resolve all questions of seniority affecting employees covered under this Agreement or employed at the time the Agreement becomes effective. Disputes as to seniority listing shall be resolved through the grievance procedure. The initial agreed list is attached hereto as Exhibit C and made a part hereof by reference. Employees hired on the same date shall have their seniority determined by their ranking on the final eligibility list. The person with the highest cumulative score shall be senior to the next person below him/her if both are hired on the same date.

Section 4. Termination of Seniority

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

(a) quits; or

(b) is discharged for just cause; or

(c) is laid off pursuant to the provisions of this Agreement for a period of twenty four (24) months; or

(d) accepts gainful employment while on an approved leave of absence from the Employer; or

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

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

Section 5. Seniority While on Leave

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

Section 6. Conflicts in Vacation or Personal Days

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

(b) Conflicts in scheduling the selection of a personal day shall be resolved in favor of the most senior employee.

Section 7. Shift Bidding

(a) Employer shall continue to use a shift bidding procedure based upon seniority or time in rank to determine which personnel will work the shifts and days off determined by Employer and shall change the shift and day-off assignments every four-schedule period. As of the date this Agreement is signed, the next shift bid period shall commence on the first day of the immediate next pay period after the previous bidding process has been completed. Any change in assignment from a twelve (12) hour shift to an eight (8) hour shift or vice versa shall commence with the next new pay period.

The intended result is that the next four (4) schedule period shall coincide with the beginning of a bi-weekly pay period. A sign-up list will be posted approximately thirty (30) days prior to the end of a four (4)-schedule period and each employee may sign up for the shift of his or her preference not less than fourteen

(14) days prior to the beginning of the next four- 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 determined by the Sheriff for the following four-schedule period. Shift bidding will be done within the division the particular employee is a part of and shift bidding shall not apply to any special assignment positions designated by the Sheriff which are positions that require special expertise such as the detectives, proactive officers, or Task Force officers. An employee shall have the option of refusing any special assignment position. Employees shall be able to change the shift they have bid if the employee has obtained the consent of another employee who would like to switch shifts and if Employer has also consented to the change.

(b) Employees with less than one (1) year of employment will not be eligible to participate in shift bidding. The Sheriff, at his discretion, shall determine the shift and days off for each of these employees and the Sheriff, at his discretion, can change the shift of these employees at any time during the year.

(c) In an emergency, the Sheriff shall have the authority to change any employee's shift immediately. Illness or injury affecting an employee for seven (7) or less continuous days shall not be deemed an emergency. An emergency shall be defined as unforeseen or unanticipated circumstances not initiated or caused by the Sheriff which create immediate personnel needs on a particular shift or shifts.

(d) In the event an employee requests a shift change because of personal reasons and the Sheriff determines that the shift change is appropriate, then Article IV(k)(3) shall not apply and the Sheriff shall be able to make this shift change immediately for a period of time not to exceed two (2), twenty-eight (28) day cycles. The Sheriff shall be able to extend this shift change for an additional period of time not to exceed two (2), additional twenty-eight (28) day cycles, provided that the Sheriff schedules and holds a labor management conference prior to the expiration of the initial shift change period.

Section 8. Special Assignments

"Special Assignment" positions shall include detective, proactive officers, canine officer, animal control officer, School Resource Officer, and Task Force officers provided that Employer participates in the proactive and Task Force programs. D.A.R.E. officer, computer officer and

training officer are deleted as "Special Assignments" since these positions no longer exist. If Employer reinstates these deleted positions, they shall again be special assignment positions. When a vacancy occurs in an existing position considered a "Special Assignment" or if a new permanent position is created which is designated "Special Assignment", then there shall be a posting listing the qualifications and the expected date for filling the job position. Non-probationary employees or probationary employees with more than one (1) year of prior law enforcement experience may then notify the Sheriff, in writing, of their interest in the position. The Sheriff shall then select the most qualified employee from the list of those who have applied for the position. Probationary employees without prior law enforcement experience shall not be able to apply for any such position.

Section 9. Transferring Employee

An employee is a "transferring employee" if employed by Livingston County, Illinois, at the time he or she transfers to a position included in the bargaining unit. A transferring employee shall retain their then existing Vacation Leave and Sick Leave and shall accrue additional Vacation Leave and Sick Leave according to the terms and conditions of Article XVIII and Article XIX based on their continuous length of service for Livingston County, Illinois. By way of example, a probationary employee who was a correctional officer for eight (8) years of service with Livingston County before becoming a deputy with twenty-four (24) unused sick leave days would be entitled to the same vacation leave as a bargaining unit employee with eight (8) years of service as a deputy and would carryover the sick leave in the form of one hundred ninety two (192) hours (8 x 24). A transferring employee shall be considered a probationary employee for all other purposes set forth in this Agreement and will be hired in at the beginning salary level.

ARTICLE XVI
LAYOFF

Section 1. Layoff

In the event the Employer determines a layoff is necessary, employees shall be laid off within each particular job classification in the inverse order of their seniority unless compliance with state or federal law requires otherwise. The Employer agrees to inform the Lodge in writing not less than thirty (30) days prior to such layoffs and to provide the Lodge with the names of all employees to be laid off in such notice.

Section 2. Layoff Order

(a) Probationary employees, temporary and part time employees shall be laid off first, then full-time employees shall be laid off in inverse order of their seniority. Individual employees shall receive notice in writing of the layoff not less than thirty (30) days prior to the effective date of such layoff.

(b) In the event that it is necessary to lay off a ranking employee either through abolition of the employee's position, department reorganization or otherwise, that ranking employee may elect to return either to a lesser rank or to the position of patrol officer by bumping an employee with less seniority in the lower position. In such case, the ranking employee shall be paid at the lower rate of pay for the position he assumes.

Section 3. Recall

Employees shall retain recall rights for twenty four (24) months. Employees shall be recalled from layoff within each particular job classification according to their seniority. No new employees shall be hired until all employees on layoff in that particular job classification desiring to return to work shall have been given the opportunity to return to work.

In the event of recall, eligible employees shall receive notice of recall either by actual notice or by certified mail, return receipt requested. It is the responsibility of all employees eligible for recall to notify the Sheriff of their current address. Upon receipt of the notice of recall, employees shall have five (5) working days to notify the Sheriff of their acceptance of the recall. The employee shall have five (5) business days thereafter to report to duty.

ARTICLE XVII
HOLIDAYS

Section 1. Paid Holidays

Except in cases of emergency, all employees shall have the following days off at full pay:

New Year's Day	Labor Day
Easter Sunday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

Good Friday shall be considered an additional day off at full pay if the County Board of

Livingston County, Illinois, shall schedule it as a holiday and close the Livingston County Courthouse. If the County Board does not schedule Good Fridayas a holiday, then the employees shall not have the day off at full pay.

Section 2. Working on Holidays

Employees scheduled to work eight (8) hours on a paid holiday shall be paid straight time for actual hours worked, plus an additional eight (8) hours pay or eight (8) hours compensatory time off, at the election of the officer. Such employees scheduled to have a day off on a paid or other holiday shall receive eight (8) hours compensatory time off.

Employees scheduled to work twelve (12) hours on a paid holiday shall be paid straight time for actual hours worked, plus an additional twelve (12) hours pay or twelve (12) hours compensatory time off, at the election of the officer. Such employees scheduled to have a day off on a paid or other holiday shall receive twelve (12) hours compensatory time off.

Section 3. Other Holidays

The County Board, annually, will schedule other holidays by resolution. Employees scheduled to work any of those other holidays will receive eight (8) hours or twelve (12) hours compensatory time off, depending on the number of hours per day employees are scheduled to work.

Section 4. Accumulation

No more than one hundred twenty (120) hours of Holiday Time may be accumulated and carried over from one fiscal year to the next by an employee. All holiday time in excess of the holiday cap shall be purchased at the rate it was earned (i.e. eight (8) or twelve (12) hours.) All holiday time taken off shall be based on the employee's working day. Each fiscal year any accumulated Holiday Time in excess of one hundred twenty (120) hours per employee shall be paid to each employee in a single, lump sum payment with the second paycheck in December at the employee's rate of pay in effect as of the previous November 30th 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.

ARTICLE XVIII
VACATION

Section 1. Vacation Leave

All full-time employees shall earn vacation time. Employees on leave of absence or layoff shall not accrue vacation time. Eligible employees shall earn vacation time as follows:

(a) 0-7 years of service, an employee receives an annual accrual of 144 hours for 12 hour employees (12 hours x 12 months). An employee receives an annual accrual of 96 hours for an 8 hour employee (8 hours x 12 months).

(b) 8-15 years of service, an employee receives an annual accrual of 216 hours for 12 hour employees (18 hours x 12 months). An employee receives an annual accrual of 144 hours for 8 hour employees (12 hours x 12 months).

(c) After 15 years of service, an employee receives an annual accrual of 288 hours for 12 hour employees (24 hours x 12 months). An employee receives an annual accrual of 192 hours for 8 hour employees (16 hours x 12 months).

The per pay period accrual will be calculated through the payroll system.

Employees may not utilize vacation time not yet earned. 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 six months of employment may be taken during the second six (6) months of an employee's first year of employment. The use of Vacation time may be taken in one hour increments subject to the prior written approval of the Sheriff or his designee.

Section 2. Vacation Pay

All vacation leave will be paid for at the regular hourly rate and on the basis of eight (8) hours per day or twelve (12) hours per day, depending on the number of hours employees are scheduled to work.

Section 3. Vacation Requests

All employees must submit in writing, to the Sheriff, the dates of desired vacation between December 1st and December 15th for the following year. Conflicts in scheduling will be resolved in favor of the most senior employee. All conflicts will be resolved prior to December 31st. No employee shall be entitled to priority in selecting his vacation for more than eighty (80) hours for

an eight (8) hour employee or eighty-four (84) hours for a twelve (12) hour employee in each calendar year. Priority time will be utilized in one week blocks, Monday-Sunday, providing for two, one week blocks, of priority time. Employee may only request vacation time for the amount of vacation time employee currently has accrued, in addition to vacation time that will be accrued prior to the date of use, for that request. Vacation request prior to December 31st will be given preference over Holiday, and or, Compensatory time request for the year. Post January 1st, all days off will be on a first request basis. In the event of a conflict, post January 1st vacation time off requests submitted at the same time will be resolved in favor of the most senior employee. Approved Vacation time off will be deducted from Employee's accrued Vacation time to reflect the type of time off requested, at the time used. Employer shall return a copy of the vacation request to the employee checked either Approved or Denied. At least twenty four (24) hours' notice shall be given for a period of not less than four (4) hours leave for eight (8) hour employees or six (6) hours leave for twelve (12) hour employees. The Sheriff shall have the right to alter any schedule if he deems it to be in the best interest of the Department to do so. The use of Vacation time may be taken in one hour increments subject to the prior written approval of the Sheriff of his designee.

Section 4. 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 1 above to be carried over from one fiscal year to the next based on the anniversary date of the date of hire. 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 fiscal 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, each fiscal year hereafter, any accumulation of more than one (1) year of Vacation Leave, each fiscal year hereafter, any accumulated Vacation Leave in excess of one (1) year shall be paid to each employee in a single, lump sum payment with the second paycheck in December at the employee's rate of pay in effect as of the previous November 30th 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 purpose of verification.

ARTICLE XIX
SICK LEAVE

Section 1. Allowance

It is the policy of the Employer to provide protection for its employees against loss of income because of illness. Employees are encouraged to save as much sick leave time as possible to meet serious illness situations. Sick leave time is not intended to be used for a one day vacation nor to be used to extend vacation periods or holidays. Any employee contracting or incurring any non-service connected sickness or disability, which renders such employee unable to perform the duties of his employment, shall receive sick leave time with pay in accordance with this Agreement.

Section 2. Accumulation

Sick leave time will be calculated as follows: 12 hour employees receive 144 hours annually (12 hours x 12 months) and 8 hour employees receive 96 hours annually (8 hours x 12 months). The per pay period calculation will be housed in the payroll system. Each fiscal year, any accumulated sick leave in excess of one thousand four hundred forty (1,440) hours shall be paid to each employee in a single lump sum payment with the second paycheck in December at the employee's rate of pay in effect as of the preceding November 30th 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. Employees who work both eight (8) hour and twelve (12) hour shifts during the same month have the number of hours of sick leave time that accrues pro-rated based on the amount of time worked in each shift category. Sick leave time may not be converted into vacation leave. If an employee's employment terminates, other than for disciplinary reasons, the employee shall be compensated for unused accumulated sick leave time up to one thousand four hundred forty (1,440) hours in accordance with the following schedule:

(a)	0-7 years service	None
(b)	8-15 years service	50% at his daily wage rate
(c)	After 15 years service	100% at his daily wage rate

Unused sick leave time in excess of one thousand four hundred forty (1,440) hours shall not be compensated upon termination or retirement. Compensation, if any, for unused, accumulated sick leave time for termination not related to retirement shall be paid to the employee

in a single, lump sum payment within thirty (30) days of the date of termination with the usual and customary deductions taken for withholding, FICA, Medicare, IMRF and the like.

If retirement is the cause of termination, unused sick leave compensation shall be handled in one of the following three ways at the option of the employee.

First, if the employee elects to retire and notifies IMRF accordingly in order to draw his IMRF pension, compensation for unused, accumulated sick leave time shall be paid to the Officer in the same manner and time interval and at an amount equal to his regular periodic paycheck received at the time employment was terminated by retirement with the usual and customary deductions taken for withholding, FICA, Medicare, IMRF to the extent required, and the like until such time as the entire amount due has been paid. This employment termination caused by retirement shall be initiated by the employee submitting his written notice of intent to retire on a specific date to Employer and notification to IMRF. The employee in this situation will be responsible for paying the cost of his health insurance beginning with the effective date of retirement.

Second, an employee who is contemplating retirement may elect to go on a paid leave of absence, without police power, turning in his uniforms, equipment, weapon, identification, and badge. There will be no additional accrual of holidays, sick leave time or vacation time nor will the employee be allowed a clothing or medical allowance from the date the paid leave of absence goes into effect, but the employee will be paid at the same rate of pay he would receive as if a full-time officer on duty, including receiving the same other benefits such as IMRF contribution and health insurance paid by the Employer in the same manner as other employees. This termination of employment in contemplation of retirement resulting in a paid leave of absence shall be initiated by the employee submitting his written notice of intent to retire effective on the appropriate specific date in the future determined by the amount of unused sick time for which compensation is to be paid.

Third, upon retirement, up to 1440 hours of accumulated sick leave time shall be credited to IMRF benefits as per IMRF rules and regulations to increase the amount of pension benefits available to the employee and there is no additional compensation paid for accumulated sick leave time.

Once an employee has elected to retire, utilizing any one of the three alternatives set forth above, and submits his written notice of intent to retire or intent to retire effective on the appropriate specific date in the future, and Employer has initiated the sick leave compensation

process selected by the employee, the employee's decision shall be irrevocable. If the employee desires to be re-employed, he must comply with existing, established Merit Commission procedures for new hires applying to fill a vacancy.

Section 3. Procedures

No employee will be permitted to take sick leave time if it has not yet been earned.

Sick leave shall be paid at full pay at the current rate of compensation.

Sick leave may be utilized by employees when they are sufficiently ill so that good judgment would determine it best not to report to work or in the event of injury not arising out of or in the course of their employment and for routine medical and dental appointments, for absences due to illness, injury, or medical appointment of the employee, their child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent on the same terms upon which the employee is able to use personal sick leave benefits for the Employee's own illness and injury. The Employer may limit the use of personal sick leave benefits for absences due to an illness, injury, or medical appointment of the employee's child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent to an amount not less than the personal sick leave that would be earned or accrued during six months at the employee's then current rate of entitlement. In the event of sick leave for any purpose, the Sheriff may require the certificate of a medical doctor giving information as to the circumstances involved.

Employees who are working eight (8) consecutive hours of work when they miss a day of work due to illness shall have eight (8) hours deducted from their accumulated sick leave time and employees who are working twelve (12) consecutive hours of work when they miss a day of work due to illness shall have twelve (12) hours deducted from their accumulated sick leave time.

Employees who are unable to return to work upon expiration of sick leave benefits and all other authorized benefit time must request a leave of absence without pay. Non- paid sick leave shall be equivalent to the total accumulated sick leave available on the first day of illness, or thirty (30) calendar days, whichever is greater. Failure to apply for a leave of absence for extended illness upon expiration of all such benefits will result in automatic termination.

Any absence of three (3) working days or longer may require a physician's statement of release and verification substantiating that the employee may return to work. In addition, the Sheriff may request a physician's statement of verification of absence of shorter periods of time. The Sheriff may also require the employee to be examined by a physician of the Sheriff's choice

at the expense of the Employer.

Notice of an employee's desire to return to work after an extended illness must be given to the Sheriff no less than twenty four (24) hours in advance.

The Sheriff or any authorized authority may direct an employee who appears ill to leave work to protect the health of other employees. Compliance with such an order will not be charged to sick leave for the first day.

An employee shall be paid sick leave equivalent to the normally scheduled straight time day.

The Sheriff shall maintain a record of sick leave accrual, sick leave taken, and the balance of sick leave allowance available for the individual employees.

Section 4. Abuse of Leave

Sufficient evidence of abuse of leave is subject to the disciplinary procedures of this Agreement.

Section 5. Personal Leave Days

Each employee shall be allowed to use two (2) sick leave days each year as personal leave days with pay, provided the advance approval of the Sheriff or his designee is obtained, in which case a request for a personal leave day shall be given to the Sheriff at least one (1) working day prior to the leave date being requested, if practicable. Requests for personal leave shall not be unreasonably denied but personal leave days shall be granted to no more than one (1) employee per shift on any given day provided minimum staffing levels are maintained for each shift. Multiple requests for the same shift on the same day shall be determined by the order of request on a first come, first serve basis.

The fact that Employer may have to pay overtime shall not be a sufficient basis for reasonable denial of a request for a personal leave day.

ARTICLE XX

LEAVES OF ABSENCE

Section 1. Discretionary Leave

(a) The Sheriff may grant leaves of absence, without pay or salary, to employees under his 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, or for other valid reasons (such as prolonged illness of the

employee, his spouse, or his child or children, or such as childbirth).

(b) The Sheriff may assure an employee who is granted such leave, that the employee's position, or job, will be restored to him 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 County Board of Livingston County, Illinois, or the enactment or amendment of State or Federal legislation which results in the elimination of such position or job. In that event, any person hired by the Employer to fill the employee's position, or to perform his usual and customary duties during the employee's leave will be discharged so as to permit such employee to resume his employment by the Employer.

(c) 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 both the Finance Committee and the County Officers Committee of the County Board of Livingston County, Illinois, being first obtained.

Section 2. Absence Due to Death in Immediate Family

(a) 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 with supervisor approval, and for each such day's absence, the employee shall receive compensation at his normal rate of pay. If the employee desires to be absent for more than three (3) days, he may utilize previously earned, unused, vacation days and receive compensation for each such additional day's absence at his normal rate of pay, provided that his immediate superior approves such additional absence.

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

(c) 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.

Section 3. Jury Duty

An employee required to serve on a grand jury or petit jury shall be granted leave for a period required to serve on such jury without loss of pay. Such employees shall sign a waiver of any compensation otherwise due them for serving on such jury.

Section 4. Family and Medical Leave of Absence (FMLA)

(a) General Policy. Eligible employees may take up to twelve (12) work weeks of unpaid FMLA leave in a twelve (12)-month period for specified family and medical reasons. The twelve (12)-month period is measured forward from the date an employee's first FMLA leave begins.

(b) Eligibility. Employees are eligible if they have worked for a covered employer for at least one (1) year, for one thousand two hundred and fifty (1,250) hours over the previous twelve (12) months, and if at least fifty (50) employees are employed by the employer within seventy-five (75) miles.

(c) Conditions Triggering Leave. FMLA leave may be taken for the following reasons:

(i) For incapacity due to pregnancy, prenatal medical care, or child birth;

(ii) To care for the employee's child after birth, or placement for adoption or foster care;

(iii) To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or

(iv) 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. Spouse who both work for the county 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.

(d) 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 three (3) consecutive calendar days combined with at least two (2) visits to a health care provider or one (1) 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.

(e) Calculation of FMLA Leave. Eligible employees may receive up to twelve (12) workweeks of unpaid leave during the twelve (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 twelve (12) months of the birth or placement of the child.

(f) 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.

(g) 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.

(h) 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.

(i) 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 thirty (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 employer if the requested leave is for a reason for which FMLA leave was previously taken or certified.

(j) 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 (15) 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.

(k) 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 FMLA 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.

(l) 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 5. Military Leave

The parties agree to abide by State and Federal Law as it relates to Military Leave and Benefits. The parties may, through contract or policy, provide additional benefits but shall not diminish any current statutory benefits.

Section 6. Personal Leave of Absence

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

(b) Personal leave may be granted for a period of up to twelve (12) weeks each calendar year or until appropriate benefit time has been exhausted whichever results in the greater period of time. Employees must submit a request for leave of absence in writingto their department official at least thirty (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.

(c) At the end of the month in which the employee exhausts vacation, comp time, 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.

(d) 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.

(e) 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.

(f) 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.

(g) Job reinstatement is not guaranteed with a Personal Leave of Absence. If the employee's job has been filled or eliminated, the employee may apply for other open positions with the County 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 7. School Visitation Leave

(a) Employees who have exhausted all paid time off (except sick leave) may have unpaid 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 gal wards of the employee.

(b) To be eligible for leave under this section, employees must have been employed by the County at least six (6) months working at least half time. Employees must provide at least seven (7) days advance notice of the need for leave under this section whenever possible. Employees must provide at least twenty-four (24) hours notice in an emergency situation.

(c) Employees may request up to eight (8) hours leave per school year under this section. However, no more than four (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 8. Child Bereavement Leave Act

Leave for the death of a child shall be granted in accordance with the Child Bereavement Leave Act. For purposes of this section, a child shall be defined as the employee's son or daughter who is a biological, adopted or foster child, a stepchild, a legal ward or a child of a person standing in loco parentis.

ARTICLE XXI
HOURS OF WORK/OVERTIME

Section 1. Work Day

Commencing with the pay period beginning on August 1, 2005, certain employees as set forth below will work eight (8) consecutive hours within a twenty-four (24) hour period and other employees will begin working twelve (12) consecutive hours within a twenty-four (24) hour period.

Eight (8) consecutive hours of work within a twenty four (24) hour period constitutes the regular work day with sixteen (16) hour periods between regularly scheduled eight (8) hour shifts for detectives, special assignment positions set forth in Article XV, Section 8, and town contracts, hereinafter referred to as "eight (8) hour employees." This sixteen (16) hour period between regularly scheduled eight (8) hour shifts shall not apply to call out, overtime or emergencies.

Twelve (12) consecutive hours of work within a twenty-four (24) hour period constitutes the regular work day with twelve (12) hour periods between regularly scheduled twelve (12) hour shifts for all other employees, hereinafter referred to as "twelve (12) hour employees."

Section 2. Work Period

Eight (8) hour employees shall be scheduled to work or credited with holidays, vacation leave or compensatory time for a total of forty (40) hours in a seven (7) day work period computed from Monday to Sunday. All time in excess of forty (40) hours, including sick leave time, in the normal work period of seven (7) days shall be compensated as provided in Section 3. Eight (8) hour employees shall report on duty by radio at the start of their scheduled tour of duty.

Twelve (12) hour employees shall be scheduled to work or credited with holidays, vacation leave or compensatory time for a total of eighty four (84) hours in a fourteen (14) day work period computed from Monday to the second subsequent Sunday but will be compensated for only eighty (80) hours during the fourteen (14) day work period, it being understood that the four (4) hour difference is compensated in other ways. All time in excess of eighty four (84) hours, including sick leave time, in the normal work period of fourteen (14) days shall be compensated as provided in Section 3. Twelve (12) hour employees shall report on duty by radio at the start of their scheduled tour of duty.

Detectives and Pro-Active Unit Members shall have the ability to work a flex schedule to accommodate workload subject to the written approval of their supervisor. However, all benefit time (vacation days, training days, holidays, compensatory time off, personal days, sick days) shall be accrued on the basis of an eight-hour shift regardless of the number of hours worked in each shift or workweek. For example, a vacation day shall be considered eight hours of time off with pay.

Section 3. Overtime Payment

All overtime must be pre-approved by a supervisor. Each eight (8) hour employee who works in excess of forty (40) hours per work period and each twelve (12) hour employee who works in excess of eight-four (84) hours per work period, whether of an emergency nature or non-emergency nature, shall receive one and one-half (1½) times their actual hourly rate of pay for work performed. The hourly rate of pay for each eight (8) hour employee and twelve (12) hour employee shall be the same. Sick leave time shall be included in computing the forty (40) hours or eighty four (84) hours per work or credit period. Compensatory time may be paid in lieu of

overtime payment if the employee in his discretion so elects at the time overtime is worked. Compensatory time will be calculated at the same rate as overtime pay. The overtime rate shall be computed on the basis of completed fifteen (15) minute segments. Notwithstanding the above provisions concerning overtime payment, the following restriction shall apply:

Overtime immediately following an eight (8) hour shift for eight (8) hour employees or immediately following a twelve (12) hour shift for twelve (12) hour employees shall be compensated by one and one-half (1½) compensatory time for the first Fifty-Nine (59) minutes worked. Sixty (60) minutes or more of time worked immediately following an eight (8) hour or twelve (12) hour shift will be compensated at the employees' choice of either one and one-half (1½) times of their actual hourly rate of pay or compensatory time. Whether the time worked following an eight (8) hour or twelve (12) hour shift qualifies as overtime will be determined at the end of the seven (7) day work period for eight (8) hour employees and the end of the fourteen (14) day work period for twelve (12) hour employees. If the time worked following an eight (8) hour or twelve (12) hour work day qualifies as overtime, whether the employee is entitled to compensation based upon one and one-half (1½) his daily wage rate or one and one-half (1½) compensatory time shall be determined by the amount of time worked immediately following each eight (8) hour or twelve hour shift. For example, if an employee works 30 minutes of overtime after one eight (8) hour or twelve (12) hour shift and 30 minutes of overtime after the following eight (8) hour or twelve hour shift, at the end of the seven (7) day or fourteen (14) day work period he would be entitled to only compensatory time for the overtime worked on both days. If this same employee works 30 minutes of overtime one day and 60 minutes of overtime the next day, at the end of the seven (7) day or fourteen (14) day work period, he would be entitled to compensatory time for 30 minutes of overtime and payment for 60 minutes of overtime at the rate set forth above.

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

Section 4. Voluntary Non-shift Work

Work created by a shortage of help due to illness, injury or training of an employee scheduled to work an assigned shift during a regular work day where the Employer does not order the employee to return to work on a call out and where the employee is given the opportunity to

work and voluntarily accepts the extra work, shall be compensated at the employee's regular daily wage rate or compensatory time if the employee has not worked forty (40) hours during the seven (7) day work period for eight (8) hour employees or eighty four (84) hours during the fourteen (14) day work period for twelve (12) hour employees, or the employee's choice of either one and one-half (1½) times his or her actual hourly rate of pay or compensatory time if the employee has worked forty (40) hours in the seven (7) day work period if an eight (8) hour employee or eighty four (84) hours in the fourteen (14) day work period if a twelve (12) hour employee. An employee may refuse voluntary overtime which shall not be subject to the five (5) day notice required by Article IV(k)(3) and shall be limited to all shift work and town assignments.

Voluntary overtime shall be handled in the following manner:

(a) A list of those interested in working voluntary overtime and the times that he or she is available to work overtime will be provided by FOP Lodge #186 on a monthly basis on the first day of each month;

(b) All voluntary overtime will be taken from this list on an equal distribution of offers to work, except for emergency situations which require immediate response.

Section 5. Meal Periods and Breaks

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

Section 6. Call Out

A call out is defined as an official assignment of work which does not continuously follow an employee's regularly scheduled working hours. Employees reporting back to the Employer's premises at a specified time on a regularly scheduled work day or day off shall be compensated for two (2) hours at the approximate overtime rate or be compensated for the actual time worked, whichever is greater, at the overtime rate.

Each weekend, Saturday and Sunday, one detective who is on call shall receive one (1) hour of compensatory for each of the two days of the weekend he or she is on call.

Section 7. Court Time

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

Section 8. Use of Compensatory Time

The use of compensatory time off, whether for holidays or overtime, must be approved by the Sheriff. Holiday and Compensatory time off will be deducted from Employee's accrued holidays or compensatory time to reflect the type of time off requested, at the time used. Compensatory time off, whether holidays or overtime, cannot be requested until after the holiday or compensatory time is accrued. All Holiday and Compensatory time off may be requested after January 1st for that year and will be on a first request basis. In the event of a conflict, post January 1st Holiday and Compensatory time off requests submitted at the same time will be resolved in favor of the most senior employee. The current practice of requesting paid leave shall continue in full force and effect.

Section 9. Effective Date

Article XXI as set forth herein shall be effective beginning August 1, 2005.

Section 10. Accumulation of Compensatory Time

No more than forty (40) hours of Compensatory Time may be accumulated and carried over from one fiscal year to the next by an employee. Each fiscal year any accumulated Compensatory Time in excess of forty (40) hours shall be paid to each employee in a single, lump sum payment with the second pay check in December at the employee's rate of pay in effect the preceding November 30th 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.

ARTICLE XXII
COMPENSATION/ALLOWANCES

Section 1. Wages

Effective December 1, 2019, and for the term of this Agreement, employees shall receive wages pursuant to Exhibit D which is attached hereto and made a part hereof by reference. Exhibit D has step increases for each year of service with each employee to receive a step increase on the employee's anniversary date of hire and subsequent annual increases consisting of two and one quarter percent (2.25%) to the base pay of each employee commencing December 1, 2019, and two and one quarter percent (2.25%) to the base pay of each employee commencing December 1, 2020, and two and one quarter percent (2.25%) to the base pay of each employee commencing December 1, 2021. The base pay shall be the amounts set forth on Exhibit D and shall not include any additional amounts paid to proactive unit members, detectives, sergeants, lieutenants, canine

officer, animal control officer, school resource officer and officers in charge by virtue of their assignment or rank. 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. Exhibit D has twenty-seven (27) steps and any employee who works more than twenty-seven (27) years shall no longer receive a step increase on the employee's anniversary date of hire but shall receive an annual increase only.

Employees who have twenty-eight (28) years of service shall receive a lump sum payment of $250.00 on their anniversary date of hire with the usual and customary deductions taken for withholding, FICA, Medicare, IMRF and the like and employees who have twenty-nine (29) years of service shall receive a lump sum payment of $375.00 on their anniversary date of hire with the same usual and customary deductions as set forth above. These annual lump sum payments shall be non-cumulative and not added to the base salary for any purpose including calculation of the straight-time hourly rate of pay or overtime. Employees who have thirty (30) or more years of service shall not receive an annual lump sum payment but shall receive only the annual increases in salaries as set forth above.

The base pay for secretaries and the office manager shall be as set forth on Exhibit H and shall not include the amounts paid to the "LEADS" supervisor by virtue of this assignment. Secretaries and the office manager do not receive step increases. Effective December 1, 2019, and for the term of this Agreement, secretaries and the office manager shall receive the pay increases set forth on Exhibit E, attached hereto.

Section 2. Starting Wage

(a) Employees hired after December 1, 2019, shall be hired at the starting base payset forth in Exhibit D;

(b) Any employee hired as a sworn peace officer that is pre-certified by the Law Enforcement Training Standards Board may, at the discretion of Employer, be hired with the starting pay set forth up to Step 3 of Exhibit D. Seniority within the bargaining unit shall still be determined by Article XV set forth above.

(c) Secretaries and any office manager hired after November 30, 2019, shall be hired at

a starting wage of 13.50 per hour beginning 12/1/19; $14.00 per hour beginning 12/1/20; $14.25 per hour beginning 12/1/21.

Section 3. Canine Officer, Animal Control Officer, School Resource Officer, Proactive Unit, Detective, Sergeant, Lieutenant and Officer in Charge Compensation

(a) In addition to the wages set forth on Exhibit D, employees assigned as a canine officer shall receive an additional Two Thousand Two Hundred Dollars ($2,200) per year paid on a pro-rata basis bi-weekly, for the continued care, maintenance, feeding, training and grooming of the dog otherwise known as "kennel time" which the parties acknowledge is fair and reasonable and the employee is not owed any additional compensation for the time spent transporting the dog for which he is responsible to and from work or for the off-duty care and feeding of the dog or for exercising the dog while the employee is off duty or for cleaning the kennel of the dog while off- duty and there is no obligation on part of Employer to make any additional payments in the form of additional compensation to the employee by virtue of this assignment.

(b) In addition to the wages set forth on Exhibit D, employees assigned to the proactive unit and School Resource Officer shall receive an additional Two Thousand Two Hundred Dollars ($2,200) per year paid on a pro-rata basis bi-weekly.

(c) In addition to the wages set forth on Exhibit D, employees assigned to detective duty shall receive an additional Two Thousand Two Hundred Dollars ($2,200) per year paid on a pro-rata basis bi-weekly;

(d) In addition to the wages set forth on Exhibit D, employees who have attained the rank of sergeant shall receive an additional Four Thousand Dollars ($4,000) per year paid on a pro-rata basis bi-weekly;

(e) In addition to the wages set forth on Exhibit D, employees assigned as an animal control officer shall receive an additional Two Thousand Two Hundred Dollars ($2,200); However, an employee who is both an animal control officer and a Sergeant or Lieutenant shall not receive the additional Animal Control stipend but shall receive the additional Sergeant's or Lieutenant's pay.

(f) In addition to the wages set forth on Exhibit D, employees who have attained the rank of lieutenant shall receive an additional Five Thousand Dollars ($5,000) per year paid on a pro-rata basis bi-weekly;

(g) An employee who is both a canine officer and a member of the proactive unit or a

detective shall receive only the additional Two Thousand Two Hundred Dollars ($2,200.00) per year detective pay. An employee who is a canine officer, detective or a member of the proactive unit and a sergeant or lieutenant shall not receive the additional canine officer, proactive or detective pay but shall receive only the additional sergeant's pay or lieutenant's pay;

(h) An employee who previously was a sergeant and is promoted to lieutenant will receive only the lieutenant's pay, not a combination of the previously received sergeant's pay and lieutenant's pay;

(i) In addition to the wages set forth on Exhibit D, the base pay of a secretary or office manager assigned to be the "LEADS" supervisor shall be increased to Nine Hundred ($900) upon attaining this position to be paid on a pro- rata basis bi-weekly.

(j) In addition to the wages set forth on Exhibit D, the base pay of an employee assigned by Employer as an officer in charge in the capacity of an acting sergeant shall be increased by $1.00 per hour for all hours so assigned.

(k) The additional amounts received by an employee as a proactive unit member, school resource officer, detective, sergeant, lieutenant, canine officer, animal control officer, or officer in charge shall be included in calculating the straight and overtime hourly rate of pay for that employee but the additional amounts received by an employee as a proactive unit member, school resource officer, detective, sergeant, lieutenant, canine officer, animal control officer, or officer in charge shall not be increased by any percentage step increases for each year of service or annual increases as set forth in Section 1 of this Article.

(l) The additional amounts received by an employee as a proactive unit member, school resource officer, detective, sergeant, lieutenant, canine officer, animal control officer, or officer in charge shall not be included in calculating the accumulation payments made in December of each year for holiday time, vacation leave, sick leave time or compensatory time.

Section 4. Uniform and Medical Expense

Effective December 1, 2019, all bargaining unit members, excluding secretaries, (beginning the first December following one year of employment) shall receive a lump sum payment of Two Thousand Dollars ($2,000) representing a clothing allowance of $900 and a medical allowance of $1,100 to be paid on the second pay period of December with the usual and customary deductions mandated by law. Secretaries shall receive the medical allowance of $1,100 to be paid on the second pay period of December (beginning the first December following one year of employment) with the usual and customary deductions mandated by law.

Section 5. Damaged Apparel Account

The Employer shall create a damaged apparel account and from this account will replace those items of clothing, uniforms and equipment damaged beyond repair in the line of duty. The employee shall not be expected to exhaust his clothing allowance prior to qualifying for the benefits of this provision. The Employer shall pay up to $100.00 for an employee's damaged watch and will replace or pay the cost of replacement glasses or contact lenses damaged beyond repair in the line of duty.

Section 6. Field Training Officer Compensation

An employee assigned as a Field Training Officer (FTO) shall receive one and one- half (1½) hours of compensatory time per day while assigned a trainee on a twelve (12) hour shift and one (1) hour of compensatory time per day if assigned a trainee on an eight (8) hour shift.

Section 7. Pre-Employment Agreement

The Employer may enter into pre-employment agreements with new hire employees that provide for reimbursement for expenses if the employee separates employment prior to thirty (30) months of employment. Reimbursement shall be required only for expenses for which the Employer has not or will not receive reimbursement from other sources. Expense incurred for which reimbursement shall be required are:

(a) Uniforms and Equipment paid for by the Employer and issued to the employee.

(b) Costs associated with transportation to and from the training academy.

(c) Tuition and room and board expenses at the training academy. Reimbursement obligations shall be determined according to the following schedule:

0-12 months = 100%

13-24 months = 75%

25-30 months = 25%

30 months or more = 0%

This provision shall apply only to employees hired on or after December 1, 2013.

Section 8. Canine Officer

The following special provisions shall apply to the canine officer:

(a) In addition to the compensation and allowances set forth above, an employee assigned as a canine officer shall receive two (2) hours of compensatory time per two (2) week pay period.

(b) The Employer shall be responsible for providing a kennel at the residence of the employee for maintaining the dog and a vehicle for his use while on duty.

(c) Two (2) days per month shall be pre-designated for K-9 training. This training may be performed by the employee or jointly with other area K-9 units. Any training outside of Livingston County, Illinois, must be pre-approved by the officer in charge of the shift the employee is working.

(d) Employer shall be responsible for all food and veterinary costs incurred on behalf of the dog. Except in an emergency situation, all veterinary costs must be pre-approved by Employer.

(e) The Employer shall maintain liability insurance and indemnify the employee for the acts of the dog.

(f) The canine officer shall be compensated according to the provisions of Article XXI, Section 6. Call Out, for assignments that do not continuously follow his regularly scheduled working hours and shall be subject to Article XV, Section 3. Shift Bidding, to determine which shift and what days off the canine officer will have.

(g) Employer may discontinue and disband the canine officer program at any time and dispose of all equipment and the dog and the canine officer will no longer receive the additional compensation as set forth above and the canine officer will be assigned to other duties on a different shift by the Employer which is subject to the existing shift bidding procedure.

(h) In the event that the canine program is temporarily suspended or terminated because the canine officer is unable to perform his or her regular duties as set forth above, the canine officer shall not be paid the additional compensation during such time as the program is not operational. The canine officer shall receive the same compensation during his or her period of vacation unless the dog is boarded in

which case the officer will not receive the additional compensation set forth above and the Employer will pay the cost of boarding. The choice shall be at the discretion of the officer.

ARTICLE XXIII

INSURANCE AND PENSION

Section 1. Insurance

The 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 the Employer paying eighty percent (80%) of the cost of the individual premium and the employee shall pay twenty percent (20%) of the cost of an individual premium. The employee shall pay all deductibles, co-pays and out-of-pocket expenses as well as the entire premium costs for family and dependent coverage. 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 cost of his/her premiums.

Section 2. Compliance with the Patient Protection and Affordable Care Act (PPACA)

Notwithstanding the other provisions of Article XXIII, 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 3. Survivor's Insurance Coverage

Employer shall provide the current coverage for Health and Life Insurance to the spouse and/or the dependent minor child or children of any employee who is killed in the line of duty. This Health and Life Insurance coverage shall be at no cost to the surviving spouse and/or the dependent minor child or children and shall continue until the spouse dies, remarries or cohabits with another person on a resident, continuing conjugal basis and shall continue for the dependent minor child or children until emancipation or reaching the age of majority at age eighteen (18),

whichever shall occur first.

Section 4. Insurance Advisory Committee

Employer and the Lodge mutually agree that it is in their mutual best interest to continue to have an insurance advisory committee composed of employee representatives from each of the 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.

Section 5. Pensions

The Employer and employees shall continue to make their respective contributions to the Illinois Municipal Retirement Fund in the amount required by State statute.

Section 6. Life Insurance

All bargaining unit members who are regularly scheduled to and do work thirty-two (32) or more hours per week shall receive a $10,000 term life and Accidental Death & Disability policy and all full-time employees may purchase additional term life insurance coverage for themselves and their families through payroll deduction, so long as such coverage is offered by the insuring company.

ARTICLE XXIV

LABOR MANAGEMENT/SAFETY COMMITTEE

Section 1. Labor Management Conferences

The Lodge and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Lodge representatives and responsible administrative representatives of the Employer. Such meetings may be requested at least forty eight (48) hours in advance by either party by placing in writing a request to the other for a labor-management conference and expressly providing the agenda for such meeting. Such meetings and locations shall be limited to:

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

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

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

(d) Discussion of potential grievances on a non-binding basis to attempt to adjust such grievances and to discuss procedures to avoid further grievances;

(e) Items concerning safety issues;

(f) Items concerning training issues;

(g) Extension of shift change requested by employee for personal reasons for an additional period of time not to exceed fifteen (15) days.

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

To effectuate the purposes and intent of the parties, both parties agree to meet as necessary.

Section 2. Integrity of Grievance Procedure

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be discussed in detail at labor-management conferences, and any such discussions of a potential grievance shall be non-binding on either party and solely for the purpose of exploring alternatives to avoid such grievances and such grievance discussion shall only be held by mutual agreement of the Employer and the Lodge, nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 3. Safety Issues

Any report or recommendation which may be prepared by the Lodge or the Employer as a direct result of a labor-management conference discussion will be in writing and copies shall be submitted to the Employer and the Lodge.

Section 4. Defects

The Employer recognizes its obligation to provide safe equipment and vehicles to the employees and to take such reasonable steps to protect the health and safety of employees during their work hours and in the performance of their duties as are mutually agreed between the Lodge and the Employer. No employee shall be required to use any equipment that the Employer and the Lodge mutually agree is defective because of a disabling condition. When an assigned department vehicle has a disabling defect as mutually agreed between the Lodge and the Employer or is in violation of the law, the employee may notify his supervisor, complete required reports and follow the patrol commander's direction relative to requesting repair, replacement or the continued operation of said vehicle.

Section 5. Lodge Representatives Attendance

When absence from work is required to attend a labor-management conference, Lodge members shall, before leaving their work station, give reasonable notice and receive approval from, their supervisor in order to remain in pay status. Supervisors shall approve the absence except in emergency situations. Lodge members attending such conferences shall be limited to three (3). Travel expenses associated with any labor-management conferences shall be the responsibility of the employee.

ARTICLE XXV

GENERAL PROVISIONS

Section 1. Work Rule

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

Section 2. Bulletin Boards

The Employer shall provide the Lodge with designated space on available bulletinboards, or provide bulletin boards on a reasonable basis, where none are available for purposes of the Lodge.

Section 3. Livingston County Personnel Policy Manuel

The following provisions of the Livingston County Personnel Policy Manuel as set forth in the attached Exhibit E shall be incorporated by reference as a part of this Agreement:

(a) 11-3 Anti-Harassment and Complaint Procedure

(b) 11-7 Electronic Communications

(c) 11-16 Confidential Information

(d) 11-17 Conflicts of Interest

(e) 11-18 Outside Employment

(f) 11-19 Working Off-Premises

Section 4. Residency

All employees in the bargaining unit shall be required to reside within forty (40) miles of the Livingston County Public Safety Complex located at 844 West Lincoln Street, Pontiac, Illinois, 61764 ("Complex"). A newly hired employee shall have twelve (12) months from the date of hire

to comply with this residency requirement.

Those employees who reside within the corporate boundaries of Livingston County, Illinois ("County") shall be able to drive the squad car assigned to them by the Sheriff to and from their personal residence, beginning and ending their shift at their residence in the manner of past practice by reporting their status by radio to a dispatcher.

Those employees who reside within the forty (40) mile limit set forth above, but outside the corporate boundaries of the County will not be allowed to drive the squad car assigned to them by the Sheriff to and from their personal residence unless permitted to do so by the Sheriff or his designee because of an emergency or other special circumstance of a non-reoccurring nature. These employees, including newly hired employees not residing within the corporate boundaries of the County, shall report for duty and procure their assigned squad car at the Complex at the beginning of their shift, returning the squad car to the Complex at the end of their shift.

Section 5. Social Media Policy

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

Section 6. Modified Duty Policy

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

ARTICLE XXVI

DRUG AND ALCOHOL TESTING

Section 1. Statement of County 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. Deputies are designated as Safety Sensitive employees and will not partake in recreational or medical cannabis use.

Section 2. Prohibitions

Employees shall be prohibited from:

(a) 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 County business;

(b) Illegally possessing, using, selling, purchasing or delivery any illegal drug at any time;

(c) Failing to report to their supervisor any known adverse side effects of medication or prescription drugs they are taking which they knew or should have known has the potential to impair job performance;

(1) The employee shall advise employee's supervisor of the known side effects of such medication and the prescribed period of use;

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

(3) The employee may temporarily be reassigned to other duties, where appropriate.

(d) From 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 County business;

Section 3. Employee Responsibilities

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 or the health and safety of other employees or the public;

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 4. Applicant Drug and Alcohol Testing

(a) 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;

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

(c) 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 5. Reasonable Suspicion Drug and Alcohol Testing

(a) 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;

(b) 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;

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

(1) Abnormal conduct or aberrant behavior;

(2) Information provided by reliable and credible sources; and/or

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

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

Section 6. Random Drug and Alcohol Testing

Employees in the bargaining unit may be selected by the Sheriff for drug and alcohol testing on a random basis. At any time random drug testing is initiated, those employees to be tested which shall not exceed five (5) employees per fiscal year, shall be chosen, utilizing a method of selection in which every employee not on a leave of absence pursuant to Article XX of this Agreement at the time of the test has an equal chance of being selected. The Lodge has the right to have one (1) representative from the bargaining unit present at the random drawing. Upon completion of the testing, the names of the person or persons tested shall return to the pool from which the next random sampling is chosen.

Any employee who has been chosen for the random test, and is not on-duty, shall report for testing during his immediate next shift or immediately prior to or after said shift as determined by the Sheriff or his designee.

Probationary employees may be tested at any time during their probationary period,

including testing prior to appointment as a full time deputy sheriff. Nothing in this Agreement shall limit the right of the Sheriff to conduct such tests of persons seeking employment as a deputy prior to their date of hire.

Any employee who discloses the identity of another employee selected for random testing, that a random selection is scheduled or the date on which specimens will be collected, is subject to disciplinary action. No employee who has been selected for random drug and alcohol testing and successfully passed the test may be tested more than two (2) times during a period of one year from the date of the first test. If such an employee is again selected for random testing, the employee shall not again be tested for a period of one year from the date of the first test although his name shall return to the pool from which the next random sampling is chosen.

Section 7. 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) shootings and other critical incidents as determined by Employer.

Section 8. Tests to be Conducted

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

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

(b) 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;

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

(d) 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 be considered positive;

(e) Collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening and a confirmatory test;

(f) 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;

(g) Provide each employee tested with a copy of all information and reports received by the Employer in connection with the testing and the results;

(h) Insure that no employee is the subject of any adverse employment action except temporary reassignment of 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;

(i) 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;

(1) Reasonable amounts of water may be given to the employee to encourage urination;

(2) 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;

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

(j) 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 9. 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 10. 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 such 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 11. 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:

(a) The employee agreeing to appropriate treatment as determined by the Employer;

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

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

(d) 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 deputy sheriff 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.

ARTICLE XXVII

SAVINGS CLAUSE

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

ARTICLE XXVIII

COMPLETE AGREEMENT

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

ARTICLE XXIX

DURATION AND SIGNATURE

Section 1. Term of Agreement

Except as otherwise set forth above, this Agreement shall be effective from December 1, 2019, and shall remain in full force and effect until November 30, 2022. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party to the other not more than one hundred twenty (120) nor less than ninety (90) days prior to expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written day of receipt.

Section 2. Continuing Effect

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

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 12th day of November, 2020.

FOR THE EMPLOYER:

County Board Chairman Kathy Arbogast

County Clerk Kristy Masching

Sheriff Tony Childress

Negotiator

FOR THE LODGE:

Livingston County
FOP Bargaining Committee
Ryan Bohm

Livingston County
FOP Bargaining Committee
Leland Brooke

Livingston County
FOP Bargaining Committee
Douglas Bunting

Livingston County
FOP Bargaining Committee
Brian Hoffmeyer

Livingston County
FOP Bargaining Committee
David Netter

Livingston County
FOP Bargaining Committee
Heather Sancken

Chief Negotiator
Illinois FOP Labor Council
Jeff Burke

EXHIBIT A

DUES AUTHORIZATION FORM

ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL
974 CLOCKTOWER 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, in such manner as it so directs.

Date:_____

Signed:_____

Address:_____

City:_____

State:_____Zip:_____

Telephone:_____

Personal E-mail:_____

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.

GRIEVANCE

(use additional sheets where necessary)

Lodge/Unit No.: **Year:** **Grievance No.:**

Date Filed: _____

Department: _____

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

STEP ONE

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

Article(s)/Sections(s) violated: _____, and all applicable Articles

Briefly state the facts:

_____

_____

_____

_____

Remedy Sought:

_____

_____

, in part and in whole, make grievant(s) whole.

Given To: _____ Date: _____

_____ _____
Grievant's Signature FOP Representative Signature

EMPLOYER'S RESPONSE

_____

_____

_____

_____ _____
Employer Representative Signature Position

_____ _____
Person to Whom Response Given Date

STEP TWO

Reasons for Advancing Grievance: _____

_____

Given To: _____ Date: _____

_____ _____
Grievant's Signature FOP Representative Signature

EMPLOYER'S RESPONSE

_____

_____

_____

_____ _____
Employer Representative Signature Position

_____ _____
Person to Whom Response Given Date

Lodge/Unit No.: **Year:** **Grievance No.:**

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 Given

Date

STEP FOUR

Reasons for Advancing 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 C

SENIORITY LIST

	SHERIFF START DATE	COUNTY HIRE DATE
AC. David J. Turner	09-05-2000	09-05-2000
Sgt. Derrick L. Renken	12-24-2001	02-05-2001
Dep. Brian Hoffmeyer	03-12-2001	03-12-2001
Sgt. Douglas L. Bunting Jr.	03-25-2002	03-25-2002
Det. Ryan D. Bohm	03-31-2003	03-31-2003
SRO Leland J. Brooke	06-09-2003	06-09-2003
Pro. Jason E. Draper	02-13-2006	02-13-2006
Dep. David M. Netter	05-14-2007	05-14-2007
Sgt. Ryan S. Donovan	08-05-2007	08-05-2007
Dep. Brett S. Adams	09-16-2007	09-16-2007
Sgt. Andrew G. Rork	10-26-2008	10-26-2008
Sgt. Bradley J. DeMoss	01/12/2009	01-12-2009
K9 Samuel P. Fitzpatrick	10-04-2010	10-04-2010
Dep. Blake A. Krewer	12-27-2010	12-27-2010
Det. Emily Frobish	05-02-2011	05-02-2011
SRO Andrea L. Zavada	09-03-2012	10-24-2011
Det. Zachary Benning	06-22-2015	06-22-2015
Dep. Matthew J Howard	01-21-2019	01-21-2019
Dep. Samer A Assaf	01-21-2019	01-21-2019
K9 Karl D Ladtkow	01-28-2019	01-28-2019
Dep. Keith L Semmerling	01-13-2020	01-13-2020
Dep. Kevin M Shaughnessy	05-04-2020	05-04-2020
Dep. Jared P Meinart	07-13-2020	07-13-2020
SRO Drew B Chase	07-13-2020	07-13-2020
Dep. Jordan M Blain	09-08-2020	09-08-2020
Dep. Katie N Wilson	09-14-2020	09-14-2020

EXHIBIT D

ANNUAL AND HOURLY RATES

Yrs. of Service		Current		12/1/2019	12/1/2019	12/1/2020	12/1/2020	12/1/2021	12/1/2021
		Current	Hourly Rate	.10% Adj. Yrs 5-20 then2.25%	Hourly Rate	2.25%	Hourly Rate	2.25%	Hourly Rate
Start		$45,016	$21.64	$46,030	$22.13	$47,070	$22.63	$48,131	$23.14
After	1	$46,366	$22.29	$47,403	$22.79	$48,485	$23.31	$49,566	$23.83
After	2	$47,716	$22.94	$48,797	$23.46	$49,878	$23.98	$51,002	$24.52
After	3	$49,066	$23.59	$50,170	$24.12	$51,293	$24.66	$52,458	$25.22
After	4	$50,417	$24.24	$51,542	$24.78	$52,707	$25.34	$53,893	$25.91
After	5	$51,318	$24.67	$52,520	$25.25	$53,706	$25.82	$54,912	$26.40
After	6	$52,217	$25.10	$53,435	$25.69	$54,642	$26.27	$55,869	$26.86
After	7	$53,118	$25.54	$54,371	$26.14	$55,598	$26.73	$56,846	$27.33
After	8	$54,018	$25.97	$55,286	$26.58	$56,534	$27.18	$57,803	$27.79
After	9	$54,918	$26.40	$56,202	$27.02	$57,470	$27.63	$58,760	$28.25
After	10	$55,819	$26.84	$57,138	$27.47	$58,427	$28.09	$59,738	$28.72
After	11	$56,495	$27.16	$57,824	$27.80	$59,134	$28.43	$60,466	$29.07
After	12	$57,169	$27.49	$58,510	$28.13	$59,821	$28.76	$61,173	$29.41
After	13	$57,845	$27.81	$59,197	$28.46	$60,528	$29.10	$61,901	$29.76
After	14	$58,521	$28.14	$59,904	$28.80	$61,235	$29.44	$62,629	$30.11
After	15	$59,194	$28.46	$60,590	$29.13	$61,942	$29.78	$63,336	$30.45
After	16	$59,870	$28.78	$61,277	$29.46	$62,650	$30.12	$64,064	$30.80
After	17	$60,545	$29.11	$61,963	$29.79	$63,357	$30.46	$64,792	$31.15
After	18	$61,220	$29.43	$62,670	$30.13	$64,064	$30.80	$65,520	$31.50
After	19	$61,896	$29.76	$63,357	$30.46	$64,771	$31.14	$66,227	$31.84
After	20	$62,571	$30.08	$64,043	$30.79	$65,478	$31.48	$66,955	$32.19
After	21	$63,246	$30.41	$64,667	$31.09	$66,123	$31.79	$67,621	$32.51

After	22	$63,922	$30.73	$65,416	$31.42	$66,830	$32.13	$68,328	$32.85
After	23	$64,596	$31.06	$66,040	$31.75	$67,538	$32.47	$69,056	$33.20
After	24	$65,272	$31.38	$66,747	$32.09	$68,245	$32.81	$69,784	$33.55
After	25	$65,948	$31.71	$67,434	$32.42	$68,952	$33.15	$70,491	$33.89
After	26	$66,622	$32.03	$68,120	$32.75	$69,659	$33.49	$71,219	$34.24
After	27	$67,298	$32.35	$68,806	$33.08	$70,366	$33.83	$71,947	$34.59

EXHIBIT E

PERSONNEL POLICY MANUAL PROVISIONS

(a) 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 of 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

(b) 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 again 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 defame 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.

(c) 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.

(d) 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.

(e) 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.

(f) 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 F

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 views 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 to and including the immediate termination of employment.

Livingston County Sheriff's Department
Modified Duty Policy

Employees who are released to return to work on a regular or reduced schedule basis but with temporary job restrictions, as supported by medical evidence documented on the "Physician's Release to Return to Work" form may be eligible for a Modified Duty assignment as defined in this section. The Sheriff or his designee, with the concurrence of Human Resources, may require the employee to perform certain Modified Duty assignments on a temporary basis. The goal of this program is to enable employees to continue using skills and abilities temporarily limited by injury, sickness or disability when modified duty positions are available. This shall apply to any employee who has a temporary injury, sickness or disability, that prevents him/her from performing his/her full duties or meeting the minimum standards established for his/her position.

An employee must adhere to any restriction noted on the "Physician's Release to Return to Work" form.

Modified Duty is an assignment which is for a specified and limited period and fulfills a necessary job function, appropriate to the employee's skills and level of experience as determined by the Sheriff or designee, and which the employee can perform without violating any medical restrictions imposed as a result of a temporary disability, sickness or injury, for which the employee is compensated at his or her normal rate of pay and benefits.

Modified Duty assignments are not a matter of right. The number, availability and duration of such assignments are limited by departmental needs as defined by the Sheriff or designee. If restrictions as noted on the "Physician's Release to Return to Work" form are determined to be permanent, the employee is not eligible for a Modified Duty assignment.

The Modified Duty assignment ends on the earliest of:

- The date the employee is released to his/her regular schedule with no restrictions as evidenced on the "Physician's Release to Return to Work" form;
- The date the Physician determines the employee has permanent restrictions;
- The date the Maximum Assignment Period ends;
- The date the employee fails to take a required medical examination, without good cause.

The Maximum Assignment Period shall be limited to a three (3) month period. After the three (3) months, the individual must be re-evaluated by their physician. The Modified Duty Assignment may be extended up to an additional three (3) months with approval of the Sheriff. Modified Duty Assignments will not exceed six months.

The "Physician's Release to Return to Work" form will be completed by a physician and shall include the probable length of the restrictions and the nature of the restrictions. An additional statement confirming the ability to perform the Modified Duty assignment may also be required.

Once the employee has seen a physician and the physician has completed the "Physician's Release to Return to Work" form indicating that the employee can return to work, the following procedures will be followed:

Return to work with regular hours and no restrictions:

- The employee obtains the completed "Physician's Release to Return to Work" form from his/her physician noting no restrictions and the ability to work his/her regularly scheduled hours. This form must be presented to the Supervisor and Human Resources upon the employee's return to work.

Return to work with restrictions:

- Restrictions noted by the physician on the "Physician's Release to Return to Work" form may be:
    1. Restricted duties (i.e. limitations on lifting, walking, stooping, bending, etc.) and/or
    2. Restricted number of hours worked per day or per week, with or without limitations on the duties performed.

- If the physician releases the employee to return to work with restrictions, as evidenced by completion of the "Physician's Release to Return to Work" form, the form must be submitted to the employee's supervisor and Human Resources prior to or immediately upon return to work for consideration of a Modified Duty Assignment. The supervisor and Human Resources will review the restrictions and determine if the employee is eligible for a Modified Duty assignment. The employee must report for work at the designated time.

- If the employee is approved for a Modified Duty assignment, the employee must make sure that he/she complies with the restrictions outlined in the "Physician's Release to Return to Work" form. If the employee's restrictions change at any time, he/she must notify his/her supervisor immediately and give the supervisor and Human Resources a copy of the revised "Physician's Release to Return to Work" form.

  While working a Modified Duty assignment, the employee may be required to provide periodic update from his/her physician up to every 30 days. In conjunction with such review, the employee may be required to submit to a periodic physical examination as a condition of continued modified duty status.

- If a Modified Duty assignment is not available, Human Resources will determine what leave of absence options are available to the employee, if any.

EXHIBIT H

SECRETARY WAGES

Section 1. Special Adjustments

For purposes of computing the pay increases set forth in Section 2 below, effective November 30, 2019, the rate of pay for Sarah Cook is $16.00 per hour, the rate of pay for Beth A. Limberg is $16.87 per hour and the rate of pay for Heather A. Sancken is $14.91 per hour.

Section 2. Annual Base Pay Increases

Effective December 1st on each of the years set forth below, each secretary in the bargaining unit shall receive the following base pay increases:

2019 - Two and one quarter percent (2.25%) added to the base pay set forth above.

2020 - Two and one quarter percent (2.25%) added to the base pay of the previous year.

2021 - Two and one quarter percent (2.25%) added to the base pay of the previous year.