

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

Illinois Council of Police

And

COUNTY OF LIVINGSTON

December 1, 2018 – November 30, 2022

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PREAMBLE

This Agreement is entered into by Livingston County, Illinois, hereinafter referred to as “Employer”, and the Illinois Council of Police, hereinafter referred to as the “Union”, on behalf of the employees described in Article I.

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

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

ARTICLE I

RECOGNITION AND REPRESENTATION

Section 1.1 Recognition

All full time employees of the County of Livingston in the Facility Services Department in the following titles: Courthouse Custodian, H & E Custodian, Jail Custodian, Maintenance Laborer and Maintenance Mechanic.

All other County employees are excluded, including but not limited to the Facilities Services Manager; Assistant Facilities Services Manager; and part-time employees.

ARTICLE II

NO DISCRIMINATION

Section 2.1 Prohibition Against Discrimination

In accordance with applicable legislation, neither the Employer nor the Union shall discriminate against any employee in a manner prohibited by law because of race, creed, color, national origin, or sex. Any violation of this Article may be grieved through Step 3 of the grievance

procedure but no further.

Section 2.2 Gender

Whenever the male gender is used in this Agreement, it shall be construed to include male and female employees covered by this Agreement.

Section 2.3 Union Activity

The Employer and the Union agrees that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights gained by the Agreement, or in the exercise of any protected concerted activities, or on account of membership or non-membership in the Union.

Nothing in this agreement is intended to abridge or abrogate any state, federal or local law or ordinance pertaining to discrimination.

ARTICLE III

DUES DEDUCTION

Section 3.1 Dues Deduction

During the term of this Agreement, the Employer will deduct from each employee's paycheck one each pay period, the uniform, regular Union dues for each employee in the bargaining unit who has filed with the Employer a lawfully written authorization form. The Employer will send the dues collected under this Section to the Union each month.

The actual dues amount to be deducted, as determined by the Union shall be uniform in each classification and step in order to ease the Employer's burden of administering this provision. The Union may change the fixed uniform dollar amount each calendar year during the life of this Agreement by giving the Employer at least thirty (30) days' notice of any such change in the amount of the uniform dues to be deducted.

If an employee has no earnings or insufficient earnings to cover the amount of the dues deduction, the Union shall be responsible for collection of the dues. The Union agrees to refund the employee any amount paid to the Union in error on account of this dues deduction provision.

Section 3.2 Indemnity

The Union shall indemnify and hold harmless the Employer, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken by the Employer in complying with the provisions of this Article, or in reliance on any written checkoff authorization furnished under any of the provisions of this Article.

ARTICLE IV

GENERAL PROVISIONS

Section 4.1 Personnel Records

An employee shall have the right to inspect his personnel records no more than two (2) times per calendar year at a time mutually agreed upon by the Employer and the employee. An employee may obtain a copy of his records upon request to the County Human Resources Department. Copies shall be provided, at a charge to the employee, within seven (7) business days.

Section 4.2 Bulletin Board

The employer shall provide a Union bulletin board in a central location and environment to all members of the bargaining unit. The board shall be for the sole and exclusive use of the Union, upon which the Union may not post notices of or inflammatory nature or of a political nature. The Union will limit the posting of Union notices to such bulletin board. The Employer, after notice to a Representative, has the right to remove Union notices that are not in compliance with this Section.

Section 4.3 Probationary Period

All new employees and those hired after loss of seniority shall be considered probationary until they have completed a probationary period of twelve (12) months of work. Time absent from duty that is not credit for seniority purposes shall not apply toward satisfaction of the probationary period. During an employee's probationary period, the employee may be disciplined, suspended, laid off or terminated without just cause at the sole discretion of the Employer. Such probationary employee shall have no recourse to the grievance procedure to contest such discipline, suspension, layoff or termination. Employees who are promoted to another bargaining unit position shall be required to serve an additional probationary period.

Section 4.4 Light Duty

The employer is not required to create light duty assignments and employees may be allowed to work on light duty, or be assigned to light duty at the sole discretion of the Employer.

Section 4.5 Americans with Disabilities Act

The parties agree that they will comply with the Americans With Disabilities Act.

Section 4.6 Union Access

Non-employee Union representatives may have access to Employer property in order to help resolve a dispute or problem so long as same is approved in advance by the Department Head. In order to receive access, the union representatives must provide reasonable advance notice to the Department Head or his designee and make reasonable arrangements in advance to minimize any disruption of the work of employees or non-bargaining unit employees on duty. The representative may visit the employees during their non-work time if such visit does not unduly disturb the work of any employees or non-bargaining unit employees who may otherwise be working so long as the visit is approved in advance by the Department Head.

Section 4.7 Job Posting

If there is a permanent vacancy in a full-time bargaining unit position which the County decides to fill, then a notice of such vacancy will be posted on the bargaining unit bulletin board for at least five (5) business days. Any employee interested in applying for the vacancy must file an application for the vacant position with the appropriate County personnel no later than the

fifth business day from the day on which the notice was posted. Even though a job opening has been posted, the County retains the final right to determine whether or not the opening should be filled, and by whom, including the right to select the applicant in its sole discretion.

ARTICLE V

DISCIPLINE

Section 5.1 Employee Discipline

The Employer shall not discipline or discharge any regular employee without just cause. The Employer further agrees that disciplinary action shall be in a timely fashion and shall be done in a manner that will not embarrass the employee. Before disciplining an employee, an Employer representative shall meet with and inform him/her of the events giving rise to the discipline and the contemplated action to be taken, and the employee shall be given an opportunity to respond before discipline is imposed. The Employer shall indicate to the employee that the meeting may result in disciplinary action. The employee may request and have a Union representative present at such meeting. Any meeting called by the Employer to discuss discipline shall be conducted without loss of pay.

Section 5.2 Progressive Discipline

The Employer agrees with the tenets of progressive and corrective discipline and disciplinary action will generally follow the following pattern: oral reprimand (noted in writing); written reprimand; suspension; discharge. The Employer may initiate discipline at any step based on the seriousness of the misconduct. However, any employee who has previously been suspended for any infraction within the previous 12 months may be subject to discharge for any new founded infraction. Once the measure of discipline is determined and imposed, the Employer shall not increase it for the particular act of misconduct unless new facts or circumstances become known and are substantially related to the misconduct. An employee shall be informed of any notations entered into a situation log regarding him/her, as soon as possible.

Section 5.3 Right to Union Representation

An Employee shall have the right to Union representation at any investigatory interview if the Employee requests one and if the Employee has reasonable grounds to believe that the

interview may lead to disciplinary action. Employees may request a representative from the Union Office which shall be made available within forty-eight (48) hours.

Section 5.4 Coaching

The parties agree that a “coaching” is not discipline. The parties agree that a “coaching” is not a prerequisite to discipline.

Section 5.5 Unpaid Leave Pending Investigation

Employees may be placed on unpaid leave pending investigation upon prior notice to the Union office. The Employer commits to conduct investigations as quickly as possible. If discipline is determined to be merited but does not result in termination, or an unpaid suspension of an equal or greater number of scheduled work days in an unpaid status, the employee shall be paid for the non-applicable unpaid scheduled work days off during the investigation. At the discretion of the Employer in lieu of a suspension pending investigation, with an assessment of risk to the other employee(s) safety, the Employer may assign the employee to other duties (inside or outside of their present classification) that the employee is qualified to do at the same rate of pay.

Section 5.6 Work Rules

The Employer may adopt, change, or modify reasonable work rules or rules of conduct, including an attendance policy. The Employer agrees to post or make available in the appropriate work location, a copy of its applicable work rules/rules of conduct where such rules exist which include but shall not be limited to the Livingston County Personnel Policy Manual, and all work rules, policies, and directives currently in place. Whenever the Employer changes or issues new work rules/rules of conduct applicable to bargaining unit employees, the Union shall be given at least 30 days prior notice before the effective date of the new or changed rule. The 30-day notice period does not apply in an emergency or in the case of a regulation that requires action in less than 30 days, in which case the Employer will give as much notice as is practicable. Upon request of the Union the parties shall meet and discuss alternatives to the proposed change(s). Work rules/rules of conduct shall be reasonable, and shall not conflict with any specific provision(s) of this Agreement.

ARTICLE VI
GRIEVANCE PROCEDURE

Section 6.1 Definition of Grievance

A grievance is defined as a dispute or difference of opinion raised by an employee and the Union against the Employer, involving the meaning, interpretation or application of an express provision of this Agreement.

Section 6.2 Grievance Procedure

The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications. If, however, the informal process does not resolve the matter, the grievance will be processed as follows:

Step 1: Supervisor of the Department

A grievance shall be submitted and signed by the grievant and the Union in writing to the Supervisor of the Department with a copy provided to the Livingston County Human Resources Specialist. The grievance shall specify the specific sections(s) and/or article(s) allegedly violated and shall also state the specific relief sought, specifically indicating the matter is a grievance under this Agreement. The grievance shall contain a statement of all relevant facts, the provision or provision of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than ten (10) calendar days from the date of the first occurrence of the matter giving rise to the grievance or within ten (10) calendar days after the employee or the Union, knew or should have known of the occurrence of the event giving rise to the grievance. The Supervisor shall render a written response to the grievant within ten (10) calendar days after the grievance is presented.

Step 2: County Board

If the grievance is not settled at Step 1 and the grievant or the Union wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted

in writing to the County Board Chairperson within ten (10) calendar days after receipt of the supervisor's answer at Step 1 with a copy provided to the Livingston County Human Resources Specialist. Upon receipt of this appeal, the County Board Chairperson will arrange for a select committee of County Board Members and the Supervisor to consider the appeal. The select committee shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within ten (10) calendar days with the grievant and/or authorized representative of the Union at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the select committee shall provide a written answer to the grievant and/or the Union within ten (10) calendar days following their meeting.

Step 3: Arbitration

If the grievance is not settled at Step 2 and the Union wishes to appeal the grievance from Step 2 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, ten (10) calendar days of receipt of the County's written answer as provided to the Union as Step 2.

The parties shall attempt to agree upon an arbitrator within ten (10) calendar days after receipt of notice of referral. In the event the parties are unable to agree upon the arbitrator within said ten (10) day period, the Union shall request the Federal Mediation and Conciliation Service submit a panel of seven (7) Arbitrators. A coin toss will determine the order of striking for the first grievance. For subsequent grievances, the parties will take turns as to the first strike. The person whose name remains shall be the Arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators.

The arbitrator shall be notified of his selection and shall be requested to set a time and place for hearing, subject to the availability of the Union and Employer representatives.

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator. The Employer and the Union shall have the right to request the arbitrator to request the presence of witness or documents. Each party shall bear the costs of its own witnesses.

Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on the question of arbitrability. If it is determined that the matter is arbitrable, the arbitrator shall then proceed to determine the merits of the dispute.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the provisions of this Agreement.

The expenses of the arbitrator and the costs of the hearing room shall be shared equally by the parties. Nothing in this Article shall preclude the parties from agreeing to the appointment of a permanent arbitrator(s) during the term of this Agreement or to use the expedited arbitration procedures of the American Arbitration Association.

If either party desires a verbatim record of the proceedings, it may cause such to be made, and the cost of same shall be shared equally by the parties, and a copy shall be provided to the arbitrator.

The Arbitrator shall render his decision in writing to the parties within thirty (30) calendar days following the close of the arbitration hearing or the submission of briefs, whichever is later. The arbitrator shall support his findings with a written opinion. The decision and opinion shall be based solely on and directed to the issue presented in the grievance submitted at Step 1. The award shall clearly direct the parties as to what action(s) must be taken in order to comply with the award. The decision and award of the arbitrator shall be final and binding to the Union, employee(s) and Employer.

Section 6.3 Grievance Forms

The written grievance required under this Article shall be on a form which shall be provided by the Union. It shall contain a statement of the Grievant's complaint, the section(s) of this Agreement that have been allegedly violated, the date of the alleged violations and the relief being sought. The form shall be signed and dated by the Grievant and his representative.

Section 6.4 Time Limits

Any grievance not appealed to the next succeeding step in writing and within the appropriate number of work days of the Employer's last answer will be considered settled on the basis of the Employer's last answer and shall not be eligible for further appeal. If the Employer fails to provide an answer within the time limits so provided, such failure to answer shall constitute a proper denial of the grievance on the date the answer was last due and the grievant or the Union, as appropriate, may immediately appeal to the next step, or forego further processing of the grievance. The parties may mutually agree to extend any of the time limits set.

Section 6.5 Union Representatives

One (1) duly authorized bargaining unit representative shall be designated by the Union as Representative. In addition, one (1) authorized bargaining unit representatives shall be designated by the Union as Alternates and shall serve in the place as the official Representative when the official Representatives are unavailable. The Union will provide written notice to the Employer identifying the Alternate within thirty (30) days of the effective date of this Agreement and thereafter within thirty (30) days of any change in the identity of any alternate.

ARTICLE VII

MANAGEMENT RIGHTS

It is understood and agreed that the Employer possesses the sole right and authority to operate and direct the employees of the Employer and its various departments in all respects. These rights include, but are not limited to, the following: to determine the mission, policies and all standards of service offered to the public by the Employer; to plan, direct, control and determine all the operations and services of the Employer; to determine the places, means, methods, effort and number of personnel needed to carry out the Employer's mission; to

manage, supervise, and direct the working forces; to establish work and productivity standards and, from time to time, to change those standards, to assign overtime pursuant to this Agreement; to determine whether goods or services are provided, made or purchased; to make, alter and enforce rules, regulations, policies and procedures; to discipline, suspend and discharge employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities; to lay off employees pursuant to this Agreement; to contract out for goods and services after the Union is given the opportunity for effects or impact bargaining; to evaluate performance and productivity and establish awards or sanctions for various levels of performance from time to time; to promote or demote employees, and to take any and all actions as may be necessary to carry out the mission of the Employer.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement.

ARTICLE VIII

NO STRIKE-NO LOCKOUT

Section 8.1 No Strike

During the term of this Agreement, neither the Union nor any officers, agents or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit-down, stoppage of work, refusal to perform overtime, work-to-rule situation, mass absenteeism, refusal to cross a picket line, picketing for or against the County, at the home or outside business or any elected official of the County, or in a County uniform or any other intentional interruption or disruption of the operations of the County, regardless of the reason for doing so.

Any employee who violates this Section will be subject to immediate discharge. Any action taken by the Employer against any employee who participates in activities prohibited by this Section, 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 whether an employee in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure.

Section 8.2 Resumption of Operations

In the event of action prohibited by Section 1 above, the Union shall immediately 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.

Section 8.3 No Lockout

The County will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

Section 8.4 Judicial Restraint

Nothing contained herein shall preclude the County or the Union from obtaining judicial restraint and damages in the event the other party violates this Article.

ARTICLE IX

HOURS OF WORK AND OVERTIME

Section 9.1 Application of Article

This Article is intended to define the normal hours of work, the regular work period and provide the basis for overtime calculation. This Article does not provide a guarantee of any certain number of hours of work per day or per week.

Section 9.2 Normal Work Week and Work Day

The normal work week for all bargaining unit personnel shall be five (5) days per week, Monday through Friday.

The normal work day for employees will either be a forty (40) hours per week, eight hours per day with a 30 minute unpaid lunch, or a thirty-two (32) hours per week schedule with a 30 minute unpaid lunch. The employer shall have the right to schedule full-time employees to work from 32 hours per week up to 40 hours per week.

Should it be necessary, in the County judgment to establish a schedule departing from the normal work day, or work week, or to temporarily change the normal work week schedule of

an employee or employees, the County will give, if practicable, at least seventy-two (72) hours advance notice of such change to all employees directly affected by such change.

If the County desires to permanently alter employee work weeks, work days or work schedules, the County shall where practicable, inform the Union of any such proposed change no less than thirty (30) days prior to implementation. The Employer will, upon request, discuss the effects of such changes with the Union in a Labor Management meeting. However, under no circumstances shall the union's request prohibit or delay the Employer from implementing such changes.

The normal work week for all bargaining unit personnel shall be five (5) days per week, Monday through Friday.

Section 9.3 Overtime Pay

Each employee covered by this Agreement shall be paid one and one-half (1-1/2) times his regular straight time hourly rate of pay for all hours of work in excess of forty (40) hours in a regular 7 day work period. Hours of work include all time than an employee is required to be on duty, whether scheduled or unscheduled. For purposes of overtime eligibility only, paid time off in the form of vacation, holiday leave, compensatory time, sick leave or personal leave shall not be counted as "hours worked." If the Employer requires an employee to work unscheduled hours on a regular recognized holiday, then the employee shall be paid his regular straight-time hourly rate of pay for all unscheduled hours worked on the holiday in addition to the Holiday pay computed in Section 1 of this Article. The regular work day shall not be shortened to avoid paying overtime.

Section 9.4 Overtime Assignments

Overtime work will be offered and equitably distributed to employees in the job classification in which the need arises. When the Employer, in its discretion, decides than an overtime need arises for a particular job classification, overtime assignments shall be offered to the employee in that job classification with the longest seniority. Should the Employer exhaust an overtime list for a particular job classification because no employee has accepted the overtime assignment, the least senior employee, who, in the Employer's discretion, is qualified to perform

the overtime assignment, may then be ordered to work the overtime assignment. However, the Employer reserves the right to utilize part-time, temporary or non-bargaining unit personnel for such purposes up to a maximum of 25 hours per week per employee.

Section 9.5 Training Time

Employees covered by this Agreement who are required to attend a training program shall be considered at work while engaged in such training and, accordingly, they shall be compensated for such hours of training. In addition, when an employee is required to use his personal vehicle to attend a training session, mileage reimbursement for sites beyond the boundaries of Pontiac Township, shall be paid at the standard business rate for an automobile as set by the Internal Revenue Service and reimbursement will be made quarterly upon request of the employee. Employees shall be reimbursed for actual cost of meals up to twenty dollars (\$20.00) per day. Receipts must be submitted to the County for reimbursement purposes. To receive reimbursement for overnight lodging arrangements for training sessions, an employee must receive pre-approval from the County before the employee attends the training session, and the County has the discretion to reject such proposed lodging arrangements as it deems inappropriate.

Section 9.6 Call Back

A call-back is defined as an official assignment of work which does not continuously precede or follow an employee's regularly scheduled work hours. Employees who are required to work a call-back assignment shall be compensated at the employee's applicable overtime rate of pay for all hours worked with a minimum of two (2) hours compensated.

In the event an employee is called back or begins work before the beginning of his shift, the employee may request the County to grant him vacation, personal or compensatory time off for the remainder of his shift, which the County may grant pursuant to the terms outlined in the vacation, personal or compensatory time sections of this Agreement.

Section 9.7 No Pyramiding

Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

Section 9.8 Electronic Time Clock System

Employees will comply with the requirements of an electronic time clock system for full time and attendance, which Employer has implemented for the purpose of keeping track of hours worked by each employee.

ARTICLE X

SENIORITY, LAYOFF AND RECALL

Section 10.1 Definition

For purpose of this Agreement, seniority shall be defined as an employee's length of continuous full-time service since the employee's last date of hire excluding time off due to layoff or any other unpaid leave of absence which exceeds ninety (90) consecutive days of absence unless otherwise agreed by the Employer.

Section 10.2 Seniority List

The Employer shall maintain a current seniority list. This list shall be made available to the Union within thirty (30) days after the execution of this Agreement. Any alleged error in the list must be brought to the attention of the Employer within thirty (30) days after the list has been made available to the Union. Thereafter, the Employer will make available a revised seniority list on or about every December 1st.

Section 10.3 Termination of Seniority

Seniority and employment shall be terminated when an employee:

- (a) quits; or
- (b) is discharged for just cause (probationary employees without cause) or;
- (c) is absent for more than one (1) day without authorization by the Employer; or
- (d) is laid off for a period in excess of twelve (12) months or the length of his seniority, whichever occurs first; or
- (e) is laid off and fails to report to the Employer his intentions to return to work within fourteen (14) calendar days after recall and /or to report for duty within two (2) weeks after recall; or

- (f) does not report to work after the termination of an authorized leave of absence;
or
- (g) retires.

Section 10.4 Layoff and Recall

The Employer, in its discretion, shall determine whether layoffs are necessary. Layoffs and recall shall be based upon seniority by job classification (maintenance or custodial). Although not limited to the following, layoffs shall ordinarily be for lack of work and/or lack of funds. The Employer shall provide the Union with thirty (30) days' notice of a layoff, except in emergency circumstances. The Employer will, upon request, discuss the effects of such layoff with the Union in a Labor Management meeting. However, under no circumstances shall the union's request prohibit or delay the Employer from implementing such layoff. If it is determined that layoffs within a particular classification of employees are necessary, employees in the affected position(s) will be laid off in the following order:

- (a) temporary personnel; seasonal personnel; provisional personnel, in the same classification;
- (b) part-time personnel in the same classification not included in the bargaining unit;
- (c) probationary employees in the same classification in their original probationary period as defined in Section 4.3, and;
- (d) in the event further reductions are necessary, employees will be laid off from the affected position(s) in inverse order of seniority within each of the two classifications of employees.

Employees who are laid off shall be placed on a recall list for a period of twelve (12) months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job position to which they are recalled without further training.

If an employee is recalled to a position in a lower-rated job classification, he shall have the right to return to the job position he had prior to being laid off in the event it subsequently becomes available. If an employee is recalled to a lower rated job classification, the employee

shall have the right to refuse the recall. The Employer shall not hire new full-time employees as long as there are still employees on the recall list who are presently qualified to perform work in the affected job classification and are willing to be recalled to said classification.

Employees who are eligible for recall shall be give fourteen (14) calendar days' notice of recall and notice shall be sent to the employee by regular mail with a copy to the Union to the employee's last known address provided to the Employer. It shall be the responsibility of an employee on the recall list to provide the Employer with an address to which a recall notice can be sent. Any employee who declines a recall under this Section or who fails to notify the Employer of his intent to return to work within ten (10) calendar days after his notice of recall is mailed to the address he provides shall forfeit further recall rights.

ARTICLE XI

VACATION & HOLIDAY PAY

Section 11.1 Vacation Policy

Employees are entitled to vacation time as set forth in the Employer's vacation policy attached to this Agreement as Appendix A.

Section 11.2 Vacation Scheduling

Between January 1 and March 1 of each calendar year, employees may submit in writing to the Employer their preferences. Such request may include vacation through February 28 of the following calendar year. In establishing vacation schedules, the Employer shall consider both the employee's preferences and the operating needs of the facility. Where scheduling requests conflict, seniority shall govern. An employee who has been granted his/her first preference shall not be granted another preference request if such would require denial of the first preference of a less senior employee. An employee's preference shall be defined as a specific block of time uninterrupted by work days.

Employees who file their preference by March 1 shall be notified of the vacation schedule by March 31 of that calendar year. Those employees who have not filed their preference by March 1 shall be scheduled on the basis of the employee's preference and the operating needs

of the Employer. Such requests occurring after March 1 will be granted on a first come, first served basis. Seniority shall break any ties. The Employer will, where possible, inform an Employee of whether it can grant the request of a particular day off within five days of such request. Requests shall not be unreasonably denied.

Section 11.3 Payment upon Separation

Upon separation, the employee shall be paid all accrued and unused vacation.

Section 11.4 Holidays

- (a) Official Holidays – Except as otherwise provided by statute, the annual holiday schedule for Livingston County shall be set by the Sheriff and approved by the County Board. The Chief Judge of the 11th Judicial Circuit shall consult with the Sheriff in an attempt to resolve any differences between the holiday schedule prescribed by the Illinois Supreme Court for judicial employees and the Circuit Clerk’s office and the holiday schedule recommended by the Sheriff to the County Board.
 - (1) In observance of those holidays hereinafter specified, all County Offices and Departments, as well as the Livingston County Courthouse, will be closed. In the event that any such holiday falls, or is observed on, either a Saturday or Sunday, the Livingston County Sheriff shall determine whether such holiday will be observed by the State of Illinois on either Friday or Monday. The various County Offices and Departments, as well as the Livingston County Courthouse, will be closed on the same day that such holiday is observed by the State of Illinois.
 - (2) The Holidays that will be observed by the closing of the County Offices and Departments, as well as the Livingston County Courthouse, shall be established by the Sheriff, with the consent of the County Board, prior to January 1st of each year.
- (b) Holiday Observance – Where an employee is scheduled and required to work on a holiday, equivalent time off will be granted within a reasonable period at a time

convenient to the employee and consistent with the Department's operating needs.

- (c) Holiday During Vacation – A holiday falling during an employee's regularly scheduled vacation period shall be counted as a holiday and not as a vacation day.
- (d) Eligibility for Holiday Pay – To be eligible for a paid holiday, the Employee shall work the last scheduled work day before the holiday and the first scheduled work day after the holiday, unless absence on either or both of these work days is for good cause and approved by the Officer. Employees working a holiday are eligible for equivalent time off or pay, consistent with the Department's operating policy.
- (e) Part-Time Employees – Part-time employees will receive holiday pay for those holidays on which they were regularly scheduled to work, in accordance with the above guidelines. Employees will be paid for the number of hours they were scheduled to work on that day.

ARTICLE XII

ADDITIONAL LEAVES

Section 12.1 Funeral Leave

When a death occurs in an employee's immediate family, and employee covered by this Agreement, upon request, shall be excused for three (3) consecutive days for purposes of attending the funeral. Immediate family shall be defined as follows: spouse, child (including step or adopted), parent, parent-in-law, sibling, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and grandparent or grandparent-in-law. An eligible employee shall be paid his normal daily rate of pay for any day, or days on which he is excused and but for such excuse would have been scheduled to work. To qualify for funeral leave, an employee must notify his supervisor or designee of the need for funeral leave as soon as practical. Additional time needed by the employee may be deducted from the non-sick leave time, consistent with the normal procedures for the approval of such leave as outlined in other parts of this Agreement.

Section 12.2 Jury/Witness Duty

Any employee who is required to serve on a jury shall be excused from work without loss of regular straight-time pay for the days or portions thereof on which the employee must be present for such jury service and on which the employee would otherwise have been scheduled to work. To receive regular straight time pay for jury duty served the 11th Judicial Court in Livingston County, Illinois employees must complete the court waiver voucher for jury duty pay. For jury duty served before any other court or outside of Livingston County, employees will receive their regular earnings for the period of time they are required to be absent from work for jury duty upon submission of their jury duty pay to the County.

The employee shall submit a copy of the certificate evidencing that he appeared and served as a juror. During jury time, if the employee is not actually performing jury duty, the employee shall return to work for the remainder of the workday. The employee shall remit any jury fee to the Employer in order to receive his regular straight-time pay for such jury service. An employee may retain, however, any jury duty funds specifically designated as reimbursement for travel expenses.

Section 12.3 Personal Leave of Absence

Employees shall be entitled to a personal leave of absence consistent with the terms and conditions as set forth in the Livingston County Personnel Policy Manual.

Section 12.4 Military Leave

Military leave shall be granted in accordance with applicable law.

Section 12.5 Sick Leave Policy

Employees are entitled to sick leave as set forth in the Employer’s sick leave policy attached to this Agreement as Appendix A.

Section 12.6 Personal Leave Policy

Employees are entitled to personal leave as set forth in the Employer’s personal leave policy attached to this Agreement as Appendix A.

ARTICLE XIII

WAGES

Section 13.1 Salaries

The hourly rates and pay increases for bargaining unit members during the term of the agreement are set forth on Appendix B.

ARTICLE XIV

INSURANCE AND PENSION BENEFITS

Section 14.1 Insurance

Employer shall make available health and life insurance coverage that is substantially similar to the coverage that is provided for all other County employees. Effective December 1, 2016, the Employer shall pay ninety percent (90%) of the cost of the individual single premium with the employee paying ten percent (10%) of the cost of an individual single premium. Effective December 1, 2017, the Employer shall pay eighty percent (80%) of the cost of the individual premium and the employee paying twenty percent (20%) of the cost of the individual premium. The employee shall pay all deductibles and co-pays, as well as the premium costs for family and dependent coverage. In the event the coverage is changed or cancelled through no fault of the Employer, the parties agree to immediately meet and negotiate the impact of change or cancellation. The Employer reserves the right to change insurance carriers to self-insure or to participate in a health maintenance organization if it deems appropriate. Retired employees drawing their pension from the Illinois Municipal Retirement Fund may elect to have coverage for Health and Life Insurance from the Employer provided the retired employee pays the entire cost of his/her premiums.

Section 14.2 Compliance with the Patient Protection and Affordable Care Act (PPACA)

Notwithstanding the other provisions of Article XV, 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 Employer shall have the right to amend, modify or change the insurance plan including the deductible and co-pays.

Section 14.3 Insurance Advisory Committee

Employer and the Union 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 Director 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 14.4 Life Insurance

For the period of time from December 1, 2015 until November 30, 2018, all employees 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.

Section 14.5 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.

ARTICLE XV

FAMILY AND MEDICAL LEAVE (FMLA)

Section 15.1 General Policy

Eligible employees may take leave consistent with the Family Medical Leave Act and the Livingston County Personnel Policy Manual.

Employees must first use their available paid time off (vacation, sick leave, etc.) during the leave period concurrently with FMLA. When an employee has taken all available accrued paid leave, any additional leave under the County's FMLA policy will be unpaid.

ARTICLE XVI

LABOR-MANAGEMENT MEETINGS

Section 16.1 Labor-Management Conferences

For the purpose of maintaining communications between labor and management in order to cooperatively discuss and solve problems of mutual concern, there shall be labor management meetings and such meetings shall be scheduled at a time, place and date mutually agreed upon. Such meetings may be held when necessary with the mutual agreement of the parties. Each party shall prepare and submit an agenda to the other one-week prior to the scheduled meeting. The parties may by mutual agreement discuss issues not on the agenda.

The Union shall be represented by no more than one bargaining unit employee and the Union Representative. Other members of the Bargaining Unit covered by this Agreement with information pertinent to the agenda may attend upon the mutual agreement of the parties. Employees attending shall do so without loss of pay if conducted during the normal scheduled work hours for such employees.

ARTICLE XVII

SUBCONTRACTING

It is the general policy of the Employer to continue to utilize its employees to perform work they are qualified to perform. However, the Employer reserves the right to contract out any work it deems necessary. Except where an emergency situation (including natural and/or man-made disasters) exists, before the Employer contracts out work and where such contracting out would result in the layoff of any non-probationary bargaining unit employees, the Employer will notify the Union and offer the Union an opportunity to meet and discuss the impact of the decision at least thirty (30) calendar days before the date of an existing non-probationary bargaining unit employee is laid off, *i.e.* removed from the active payroll, as a direct result of such contracting out. Such discussion may include, among other items, the relative economic costs and the effects of such action upon bargaining unit employees who may be laid off as a result of such contracting out. Following notice, the Employer reserves the right to proceed with such

subcontracting and under no circumstances shall the Union's request for a meeting prohibit or delay the Employer from implementing the decision.

ARTICLE XVIII

DRUG AND ALCOHOL TESTING

Drug and alcohol testing shall be conducted in accordance with the Livingston County Personnel Policy Manual.

ARTICLE XIX

LIVINGSTON COUNTY PERSONNEL POLICY MANUAL

The Livingston County Personnel Policy Manual in effect as of November 1, 2015, as such may be amended from time to time, shall be incorporated by reference as a part of this Agreement and applicable to the employees in the bargaining unit. To the extent there is a conflict between the terms and conditions of the Policy Manual and this Agreement, then the terms and conditions of this Agreement shall control.

ARTICLE XX

SAFETY

The County, the Union and the employees recognize the importance of maintaining safe working conditions, and in complying with all applicable safety and health laws, rules and regulations, as they may change from time to time.

ARTICLE XXI

ENTIRE AGREEMENT

This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein. This Agreement constitutes the complete and entire agreement between parties, and concludes collective bargaining for its term. Amendments and modifications to this Agreement may only be made by mutual written agreement of the parties. If a past practice is not addressed in this Agreement, it may be changed by the Employer. Employer's right of management shall not be amended or

limited by a claimed or unwritten custom, past practice, or informal agreement, nor by any claim the Employer has condoned or tolerated any practice or any act or acts of any employee.

Except as otherwise set forth above, the Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including the impact of the Employer's exercise of its rights as set forth herein on wages, hours or terms of conditions of employment. In so agreeing, the parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE XXII

SAVINGS CLAUSE

If any provision of this Agreement or the application of any such provision should be rendered or declared by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this agreement shall remain in full force and effect and the subject matter of such invalid provision shall be open to immediate renegotiation.

ARTICLE XXIII

TERM OF AGREEMENT

Except as otherwise set forth above, this Agreement shall become effective as of the date of execution, and shall remain in full force and effect until November 30, 2022. Notwithstanding the foregoing, it shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the

following paragraphs.

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

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this ____ day of _____, 2019.

Illinois Council of Police

Livingston County, Illinois

Norm Frese, President

Robert Young, Chairman
Livingston County Board

ATTEST

Kristy Masching, County Clerk
Livingston County, Illinois

APPENDIX A

VACATION/SICK LEAVE

Full-time employees regularly scheduled 32 hours per week are eligible for vacation benefits. Years of continuous service are used to determine when an employee moves from one accrual rate to the next. Vacation may be used as it is earned and is available upon completion of 180 days of employment.

- Employees may use vacation in 1 hour increments for pre-approved time off.
- Payment of vacation is limited to the available balance. Negative balances will not be allowed. Vacation balances are recorded on employee paychecks.
- Vacation shall be granted to employees based on workloads and subsequent staffing levels for requests submitted. Requests will be approved or denied based upon staffing needs and overall employee performance and attendance. Vacation requests will be approved on a rotating basis, one request at a time until all requests have been reviewed. Changes to vacation may be made prior to the posting of the work schedule. If the work schedule is already posted, any request for vacation for that schedule must be reviewed / approved by the department manager.
- Time off beyond the available vacation balance, as an unpaid personal leave of absence, may be requested; approval is at the discretion of the department director and/or Human Resources Director.
- The maximum vacation accumulation shall be in accordance with the Livingston County Personnel Policy Manual, as amended from time to time. Once the maximum is achieved, no further accrual will occur until the balance falls below the accrual limit. Employees will not be paid for hours in excess of the vacation balance.
- Accrued and unused vacation is paid out at termination.
- Unplanned time off (i.e. weather absences, etc.) and planned time off requires the use of vacation provided the employee is eligible and has an available balance of vacation benefit.

VACATION LEAVE

Employees will be credited with paid vacation leave days during the period of time in which he or she receives compensation pursuant to the Illinois Workers' Compensation Act, and he or she shall be permitted to accumulate such paid vacation leave days during said period of time. Employees will not accumulate vacation time during unpaid leaves or during leaves covered by short or long term disability.

Vacation time is accrued on the last day of the month. If an employee's start date is the 1-15th day of the month, the employee will accrue the full month accrual for vacation. If the employee's start date is the 16th-31st of the month, the employee will accrue a half month of accrual for vacation. If the employee terminates employment from Livingston County and their last day of work is the 1-15th of the month, the employee will receive a half month of accrual for vacation. If the employee's last day of work is the 16-31st of the month, the employee will receive the full month accrual rate:

Years of Service	Scheduled Hours per Pay Period	Accrued Vacation Hours per Month
0-7	80	8
0-7	75-79	7.5
0-7	70-74	7.2
0-7	64-69	6.4
0-7	60-63	6
0-7	55-59	5.6
0-7	50-54	5
0-7	45-49	4.8
0-7	40-44	4
0-7	32-39	3.2
After 7	80	12
After 7	75-79	11.25
After 7	70-74	10.8
After 7	64-69	9.6

After 7	60-63	9
After 7	55-59	8.4
After 7	50-54	7.5
After 7	45-49	7.2
After 7	40-44	6
After 7	32-39	4.8
After 15	80	16
After 15	75-79	15
After 15	70-74	14.4
After 15	64-69	12.8
After 15	60-63	12
After 15	55-59	11.2
After 15	50-54	10
After 15	45-49	9.6
After 15	40-44	8
After 15	32-39	6.4

PERSONAL DAY

Employees may choose to have two (2) personal days per calendar year. If an employee chooses to use personal days, the personal days will be deducted from the employee’s accumulated sick days. If the Employee does not use any personal days, the accumulated sick days will remain the same.

SICK LEAVE

Sick Leave functions as a short-term disability plan providing income for time lost due to an illness/disability for oneself, spouse, or a dependent child.

Sick Leave is available upon completion of 180 days of employment.

- Employees may use sick leave in 1 hour increments for pre-approved time off.
- Payment of sick leave is limited to the available balance. Negative balances will not be allowed. Sick leave balances are recorded on employee’s paychecks.
- Should an employee be absent from work for more than three (3) consecutive

work days due to the illness/disability of self, spouse, or a dependent child, contact must be made with Human Resources Director and the employee’s department head to notify them of continued absence.

- An employee is expected to provide a “return-to-work” certification from a medical provider should his/her illness/disability extend three (3) work days or longer.
- The maximum sick leave accumulation shall be in accordance with the Livingston County Personnel Policy Manual, as amended from time to time. Once the maximum accrual is reached, no further accrual will occur. Employees are not compensated for hours in excess of their sick leave balance.
- Should an employee exhaust their sick leave account, he/she must return to the use of vacation for the illness/disability to make them whole.
- Accrued, unused sick leave balances are not paid out upon either voluntary or involuntary termination of employment.

Sick Leave Accrual

Sick time is accrued on the last day of the month. If an employee’s start date is the 1-15th day of the month, the employee will accrue the full month accrual for sick. If the employee’s start date is the 16th-31st of the month, the employee will accrue a half month of accrual for sick. If the employee terminates employment from Livingston County and their last day of work is the 1-15th of the month, the employee will accrue a half month of accrual for sick. If the employee’s last day of work is the 16th-31st of the month, the employee will accrue the full month accrual for sick. Following is a table representing the full month accrual rate:

Scheduled Hours per Pay Period	Accrued Sick Hours per Month
80	8
75-79	7.5
70-74	7.2
64-69	6.4

60-63	6
55-59	5.6
50-54	5
45-49	4.8
40-44	4
32-39	3.2

Sick Leave is hereby declared to be a privilege granted by the County and any abuse thereof shall result in the discharge of the offending Employee or the forfeiture of all Sick Leave benefits previously granted to the offending Employee. The Officer who is in charge of the Department may require proof, in written form or otherwise, of the illness, including but not limited to submit a physician’s statement indicating that the employee is fit to resume his or her duties.

If, as a consequence of a job-related injury, illness, or disability, an Employee will receive compensation pursuant to provisions of the Illinois Workers’ Compensation Act. Employees may not use sick leave to supplement the difference between Workers’ Compensation payments and the employee’s regular pay. Employees will accrue paid sick leave and vacation days during the period of time in which he or she receives Workers’ Compensation. Accumulated paid sick leave may not be converted into vacation days.

APPENDIX B

Effective upon execution of this Agreement, all employees in the bargaining unit shall receive the following hourly wage:

Andrew Brockett	\$15.50
Jacqueline Cool	\$15.80
Jeff Durham	\$20.90
Sharon Durham	\$11.20
Ray Gerth	\$15.80
Keith Parrish	\$11.20
Steve Shoop	\$18.68

Effective December 1, 2019, and for the term of this agreement, the bargaining unit employees will receive a 2% increase added to base commencing December 1, 2019; a 2% increase added to base commencing December 1, 2020; a 2% increase added to base commencing December 1, 2021.

All new hires employed after the date of execution of this agreement shall receive a starting wage as follows:

Mechanic -	\$18.50
Laborer -	\$15.50
Custodian-	\$11.00