

AGREEMENT

Between

Illinois Council of Police

and

**Clark County Sheriff's Sworn Personnel
(A)**

December 1, 2018 through November 30, 2021

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PREAMBLE

This Agreement is entered into by and between: County of Clark and the Clark County Sheriff, a body politic (herein referred to as the "EMPLOYER") and the Illinois Council of Police (herein referred to as the "Union"). The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Union representing the employees in the bargaining both the Employer and the Union to work together to provide and maintain satisfactory terms and conditions of employment, and to prevent as well as to adjust misunderstandings and grievances relating to employee's wages, hours and working conditions, in consideration of mutual promises, covenants and Agreement contained herein, the parties hereto, by their duly authorized representative and/or agents, do mutually covenant and agree as follows:

ARTICLE I

RECOGNITION

The Employer hereby recognizes the Union as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on any and all matter relating to wages, hours, and all other terms and conditions of employment of all officers in the bargaining unit. The bargaining unit shall include:

All sworn Deputies of Clark County in the rank of Chief Deputy Sheriff, Deputy Sheriff, and Detective.

Positions EXCLUDED from the above described bargaining unit shall include: All other Sworn Officers and all non-sworn personnel, and others defined in the Illinois State Labor Relations Act, and any others excluded by the Illinois Public Labor Relations Act, Art 5 ILCS, Sec. 315/1 of the Illinois Compiled Statutes.

ARTICLE II

NON-DISCRIMINATION

Section 2.1 Prohibition Against Discrimination

Both the Employer and the Union agree to refrain from any act of discrimination in violation of any state or federal law on the basis of race, sex, creed, religion, color, marital or parental status,

age, national origin, political affiliation and/or beliefs, mental or physical handicap or other non-merit factors. Claims of discrimination under this Section are not subject to the grievance procedure contained in this Agreement.

Section 2.2 Union Membership or Activity

Neither the Employer nor the Union shall interfere with the right of employees covered by this Agreement to become or to refrain from becoming members of the Union, and there shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status.

Section 2.3 Use of the 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 III

DUES DEDUCTION/FAIR SHARE

Section 3.1 Dues Deduction

Upon receipt of proper written authorization from an employee, the Employer shall deduct each month Union dues in the amount certified by the Union from the pay of all officers covered by this Agreement, who, in writing, authorize such deductions. Such money shall be submitted to the Union at the address designated by the Union together with an itemized statement, on or before the fifteenth (15th) day of the month immediately following the month in which the amount was withheld.

The Union hereby indemnifies and agrees to hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of, any action taken by the Employer for the purpose of complying with the provisions of this Article.

Section 3.2 Fair Share

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

to exceed the amount of dues uniformly required of members, all officers hired on or after the effective date of this Agreement and who have not made application for membership shall, on or after the thirtieth (30th) day of their hire, also be required to pay a fair share as defined above.

The Employer shall with respect to any officer in whose behalf the Employer has not received a written authorization as provided for above, the Employer shall deduct from the wages of the officer, the fair share financial obligation including any retroactive amount due and owing, and shall forward said amount to the Union no later than the fifteenth (15th) day of the month following the month in which the deduction is made, subject only to the following:

- (a) The Union has certified to the Employer that the affected officer has been delinquent in his obligations for at least thirty (30) days;
- (b) The Union has certified to the Employer that the affected officer has been notified in writing of the obligation and the requirement for each provision of this Article, and that the employee has been advised by the Union of his obligations pursuant to this Article and of the manner in which the Union has calculated the fair share fee;
- (c) The Union has certified to the Employer that the affected officer has been given a reasonable opportunity to prepare and submit any objections adjudicated before an impartial arbitrator assigned by the employee and the Union for the purpose of determining and resolving any objections the officer may have to the fair share fee.

ARTICLE IV

MANAGEMENT RIGHTS

The Sheriff possesses the sole right to operate the Sheriff's Department of Clark County, Illinois, and all management rights repose in it. Nothing herein shall affect the internal control authority of the Sheriff or his designee. 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 Sheriff's Department in the County;
- (b) To establish reasonable work rules and schedules of work;
- (c) To hire or promote, transfer, schedule and assign employees in positions and to create, combine, modify and eliminate positions within the County;

(d) To suspend, discharge and take other disciplinary action for just cause against employees under the established work rules and regulations of the Sheriff's Department of Clark County, Illinois, and the provisions of this Agreement;

(e) To lay off employees;

(f) To maintain efficiency of Sheriff's Department 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 Sheriff's Department operations; and the number and kind of classifications to perform such services;

(j) To contract out for goods or services and to use part-time employees as has been past practice;

(k) To take whatever action is necessary to carry out the functions of the Sheriff's Department;

(l) To determine the methods, means and personnel by which Sheriff's Department operations are to be conducted including but not limited to the following:

(1) To set assignment of cars and equipment to personnel and to change these as needed to meet Sheriff's Department needs and priorities;

(2) To determine proper attire for all sworn personnel, to change, alter or amend this clothing and equipment as needed;

(3) To determine the shift or duty assignments, the number of personnel per shift or duty assignments;

(4) To require compliance with regular written department rules and regulations, and to all general orders, special orders, official notices or memorandum issued by the Sheriff of Clark County and the established Clark 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 or his designee; and,

(9) To schedule overtime work in accordance with this Agreement.

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 or by State or Federal law.

ARTICLE V

SUBCONTRACTING/SUPERVISORS

Section 5.1 General Policy

It is the general policy of the Employer to continue to utilize employees to perform work for which they are qualified and available to perform. Except in case of an emergency, when the Employer contemplates changing its policy involving the subcontracting of work in the bargaining unit area, and such change amounts to a significant deviation from past practice and would result in the layoff of significant number of bargaining unit employees the Employer shall notify the Union and offer the Union an opportunity to discuss and to participate in considerations involving the desirability of such subcontracting of work, including means by which to minimize the impact on such employees.

Section 5.2 Supervisors

Supervisors may perform bargaining unit work which is incidental to their jobs. Supervisors 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 or reduction of hours of the bargaining unit employees.

ARTICLE VI

NO STRIKE

Section 6.1 No Strike Commitment

Neither the Union nor any officer 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 Union nor any officer shall refuse to cross any picket line, by whoever established.

Section 6.2 Resumption of Operations

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

Section 6.3 Union Liability

Upon the failure of the Union to comply with the provisions of Section 23 above, any agent or official of the Union who is an officer covered by this Agreement may be subject to the provisions of Section 4 below.

Section 6.4 Discipline of Strikers

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

ARTICLE VII

RESOLUTION OF IMPASSE

If in any case of a dispute between the Employer and the Union the collective bargaining process reaches an impasse with the result that said Employer and Union are unable to effect a

settlement, then either party to the dispute, after written notice to the other party containing specifications of the issue or issues in dispute, may request the appointment of a Board of Arbitration, as provided for in Section 315/14 of the Ill. Public Labor Relations Act.

For purposes of this Section, an impasse shall be deemed to occur in the collective bargaining process if the parties agree in writing that an impasse exists. The Board of Arbitration shall be composed of three (3) persons: one appointed by the Employer, one appointed by the Union, and a third member to be agreed on by the Employer and the Union. The members of the Arbitration Board representing the Employer and the Union shall be named within five (5) days from the date of the request for the appointment of such Board. If, after a period of ten (10) days from the date of the appointment of the two arbitrators appointed by the Employer and the Union, the third arbitrator has not been selected by them, then either arbitrator may request the Federal Mediation and Conciliation Service or its successor in function, to furnish a list of five (5) arbitrators who are residents of the State of Illinois from which the third arbitrator shall be selected. The arbitrator appointed by the Employer shall eliminate two (2) names from the list within five (5) days after publication of the list, following which the arbitrator appointed by the Union shall eliminate two (2) names from the list within five (5) days thereafter. The individual whose name remains on the list shall be the third arbitrator and shall act as Chairman of the Board of Arbitration. The Board of Arbitration thus established shall commence arbitration proceedings with ten (10) days after the third arbitrator is selected and shall make its determination within thirty (30) days after the appointment of the third arbitrator. Where there is no agreement between the parties, or where there is an agreement but the parties have begun negotiations or discussions looking to a new Agreement or Amendment of the existing Agreement, and wage rates or other conditions of employment under the proposed new or amended agreement are in dispute, the arbitration panel shall base its findings, opinions, and order upon the following factors, as applicable:

- (a) The lawful authority of the Employer;
- (b) Stipulations of the parties;
- (c) The interests and welfare of the public and the financial ability of the government to meet those costs.
- (d) Comparison of the wages, hours, and conditions of employment of the employees

involved in the arbitration proceeding with the wages, hours, and conditions of employment performing similar services in neighboring communities;

(e) The average consumer prices for goods and services, commonly known as the cost-of-living index;

(f) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays, and other excused time, insurance medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received;

(g) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings;

(h) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours, and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration, or otherwise between the parties, in the public service or in private employment.

The arbitration decision shall be limited to wages, hours, and conditions of employment and shall not include the following:

(a) Residency requirements;

(b) The type of equipment, other than uniforms, issued or used;

(c) Manning;

(d) The total number of employees employed by the department;

(e) Mutual aid and assistance agreements to other units of government; and

(f) The criterion pursuant to which force, including deadly force, can be used.

Provided, nothing herein shall preclude an arbitration decision regarding equipment or manning levels if such decision is based on a finding that the equipment or manning considerations in a specific work assignment involve a serious risk to the safety of a member of the bargaining unit beyond that which is inherent in the normal performance of police duties.

The determination of the majority of the Board of Arbitration thus established shall be final on the issue or issues in dispute and shall be binding upon the Employer and the Union involved, and said determination will be based upon the final offer of settlement of each party as to each economic issue submitted to the Board of Arbitration. Such determination shall be in writing and a

copy thereof shall be forwarded to both parties to the dispute. Such determination shall constitute a mandate to the Employer to take the action necessary to carry out the determination of the Board of Arbitration. The compensation, if any, of the arbitrator appointed by the Employer shall be paid by the Employer. The compensation paid to the Chairman of the Board of Arbitration, as well as all other expenses of the arbitration proceedings, shall be shared equally by the Employer and the Union.

ARTICLE VIII

BILL OF RIGHTS

Whenever a law enforcement officer is under investigation or subject to interrogation by the Sheriff's Office, the investigation or interrogation shall be conducted in accordance with the provisions of "Uniform Peace Officers Disciplinary Act," Ill. Compiled Statutes, 50 ILCS 725/1, et seq. In addition to the provisions of the above-cited act:

(a) The Employer shall not adopt any resolution or ordinance and the Sheriff's Department shall not adopt any regulation which prohibits the right of an officer to bring suit arising out of his duties as an officer.

(b) No photo of any officer under investigation shall be made available to the media prior to a conviction for a criminal offense or prior to a decision being rendered.

(c) The Sheriff's Office shall not compel an officer under investigation to speak or testify before, or to be questioned by, any non-governmental agency without subpoena powers relating to any matter or issue under investigation.

(d) Nothing in this Article is intended to or should be construed to waive employees' right to Union Representation during questioning that the employee(s) reasonably believe 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 Department of Central Management Services and Corrections (Morgan) decision, 1 PERI par. 2020 (ISLRB, 1985).

ARTICLE IX
DISCIPLINE AND DISCHARGE

Section 9.1 Definition

Employer agrees with the tenets of corrective and progressive discipline. Disciplinary action shall include only the following:

- (a) Oral warning
- (b) Written warning
- (c) Suspension without pay
- (d) Discharge

Section 9.2 Just Cause

Employer agrees that disciplinary action shall only be imposed for just cause and shall be imposed as soon as practical after Employer learns of the occurrence giving rise to the need for disciplinary action and after Employer has a reasonable opportunity to investigate the facts.

Section 9.3 Limitation

The requirement to use progressive disciplinary action does not prohibit Employer from using a severe measure, including discharge, when the offense indicates that a substantial shortcoming or action of an employee renders the continuation of employment of the employee in some way detrimental to Employer or the public. Such actions shall include, but are not limited to:

- (a) Possession of a controlled substance or alcohol;
- (b) Gross insubordination;
- (c) Intentional destruction or theft of property;
- (d) Fighting on the job;
- (e) Appearing for work under the influence of drugs or alcohol or other substance that may impair an employee's ability to perform any of the duties required.

Both the employee and Union shall be notified of disciplinary action. Such notification shall be in writing and reflect the specific nature of the offense.

Section 9.4 Written Notice

Both the employee and the Union representative shall be notified of disciplinary action; such notification shall be in writing and reflect the specific nature of the offense and directions to the

employee for future behavior.

ARTICLE X

GRIEVANCE PROCEDURE

Section 10.1 Definition of a Grievance

A grievance is defined as any unresolved difference, complaint, or dispute between the Employer and the Union 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 10.2 Representation

Grievances may be processed by the Union on behalf of an employee or on behalf of a group of employees. 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 Union 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 10.3 Subject Matter

Only one subject matter shall be covered in 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, and the signature of the grieving employee(s) and the date.

Section 10.4 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.

Section 10.5 Investigation

The Union representative shall be permitted reasonable time at the beginning and end of the work day to investigate established grievances on the Employer's property without loss of pay.

Section 10.6 Grievance Meetings

The Sheriff and the Union representative shall agree on a time and place to hold grievance

meetings so that employees on duty can be excused to attend such meetings, such meetings shall not interfere with operation of the Sheriff's Office, nor shall employees be paid for 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/her assigned work task and file his/her grievance later.

Section 10.7 Steps in Procedure

Disputes arising under this Agreement shall be resolved as follows:

Step 1: The Union shall prepare a written grievance on a form mutually agreed to and presented to the Sheriff no later than seven (7) days after the occurrence that gave rise to the grievance. Within five (5) working days after the grievance has been submitted to the Sheriff, the Sheriff shall meet with the grievant and the Union representative to discuss the grievance and make a good faith attempt to resolve the grievance. The Sheriff shall respond in writing to the grievant and the Union representative within five (5) working days following that meeting. If the resolution of the grievance requires the expenditure of money beyond available budget funds, the grievance shall be referred to Step 2.

Step 2: If the grievance is not settled at Step 1, the grievance may be referred in writing to the County Board within five (5) working days after the decision of the Sheriff. Within fifteen (15) days after the grievance has been filed with the Board, the Board shall meet with the Union and the grievant to discuss the grievance and make a good faith effort to resolve the grievance. The Board shall respond in writing to the grievant and the Union within ten (10) days following the meeting.

Step 3: If the dispute is not settled at Step 2, the matter may be submitted to arbitration within ten (10) working days after the Board's written decision or the expiration of the five (5) day period if the Board fails to render a written decision. Within ten (10) working days after the matter has been submitted to arbitration, a representative of the Employer and the Union shall meet to select an arbitrator from a list of mutually agreed-to arbitrators. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union. Such letter shall request the arbitrator to set a time and a place for the hearing subject to the availability of the Employer and

Union representatives and shall be notified of the issue where mutually agreed by the parties. All hearings shall be held in the City of Marshall, 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 Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its witnesses.

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 arbitral or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute.

The expenses and fees of the arbitrator mutually agreed to and the cost of the hearing room shall be shared equally by the parties. The decision and award of the arbitrator shall be made within forty-five (45) days following the hearing and shall be final and binding on the Employer, the Union, and the employee or employees involved. The arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of the Agreement.

ARTICLE XI

LABOR-MANAGEMENT CONFERENCES

Section 11.1 Meetings

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Union representatives and responsible administrative representatives of the Employer. Such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a "labor-management conference" and expressly providing the agenda for such meeting, such meetings and locations shall be limited to:

- (a) Discussion on the implementation and general administration of this Agreement.
- (b) A sharing of general information of interest to the parties.
- (c) Notifying the Union of changes in non-bargaining conditions of employment

Sheriff's Office and does not successfully complete the probationary period as a Sworn Sheriff's Employee, may at his choosing return to the former position which the employee transferred from with no loss of seniority in that position.

Section 12.2 Definition of Seniority

Seniority is defined as the employee's length of continuous full-time service with the Sheriff's Office since the employee's last date of hire for any accumulated benefit time, (vacation, etc.). Seniority shall apply to all full-time Clark County Sheriff's Sworn personnel whose original date of appointment was as a sworn employee of the Sheriff's Department. Seniority earned as Sworn Deputy will remain intact if a Deputy transfers within the Sheriff's Department and then returns later to resume his/her appointment as a Sworn Deputy. Any seniority time earned as a Non-sworn Sheriff's employee will not be counted towards Sworn Deputy seniority.

Section 12.3 Loss of Seniority

Seniority and the employment relationship shall be terminated if an employee:

- (a) Quits;
- (b) Is discharged;
- (c) Is absent from work three (3) consecutive days without notification to and approval by the Employer, other than because of proven sickness, or is unable to notify the Employer because of physical incapacity or other reasonable excuse;
- (d) Is laid off for more than one (1) year or fails to report to work within five (5) working days after having been recalled from layoff;
- (e) Fails to report to work at the termination of a leave of absence;
- (f) If an employee on a leave of absence for personal or health reasons accepts other employment without permission; or
- (g) If he or she is retired.

Section 12.4 Seniority List

The Employer shall post and supply to the Union an updated seniority list for bargaining unit employees on a current basis.

Section 12.5 Layoffs

When the Employer determines that layoffs are necessary, the Employer shall have the sole

discretion to determine the number of employees to be laid off. In cases where the work force is to be reduced, employees with the greatest seniority as a Sworn Sheriff's Deputy Employee, shall be retained, provided they are qualified to perform the available work. The Employer will notify the Union no later than thirty (30) days prior to such layoff.

Section 12.6 Recalls

Employees shall retain recall rights for one (1) year. If the Employer authorizes that a vacancy be filled, employees on layoff with recall rights shall be recalled by seniority so long as the recalled employee is qualified to perform the available work. Employees who are eligible for recall shall be given five (5) calendar days' notice of recall by registered or certified mail sent to the employee's last known address. It is the responsibility of the employee on layoff to provide the Employer with his latest mailing address. The employee must notify the Employer within five (5) days after receipt of the notice whether the employee will accept recall.

ARTICLE XIII

ICOPS REPRESENTATIVES

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

Section 13.1 Attendance at Union Meetings

Subject to the need for orderly scheduling and emergencies, the Employer agrees that elected officials of the Board of Directors of the Union shall be permitted reasonable time off, without pay, to attend general, board, or special meetings of the Union, provided that at least forty-eight (48) hours' notice of such meeting shall be given to the Employer, and provided further that the names of all such officials and officers shall be certified in writing to the Employer.

Section 13.2 Delegates

Employee(s) who are chosen as a delegate(s) to a State Conference will, upon written application approved by the Union and submitted to the Sheriff with at least fourteen (14) days' notice, be given a leave of absence without pay for a period not to exceed one (1) week, to attend such Convention or Conference.

Section 13.3 Union Negotiating Team

Members designated as being on the Union negotiating team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay, as long as such attendance does not adversely affect the operation of the Sheriff's Office. If a designated Union negotiating team member is in regular day-off status on the day of negotiations, he will not be compensated for attending the session.

ARTICLE XIV

PAST PRACTICE

All economic benefits and work practices not in conflict with this Agreement and currently in effect shall continue and remain in effect for the term of this Agreement.

ARTICLE XV

PERSONNEL FILES

Section 15.1 Inspection

Upon written request by an employee, the Employer shall permit the employee to inspect his or her personnel file twice per calendar year. Such inspection shall occur within seven (7) days following receipt of the employee's written request. The employee shall not be permitted to remove any part of the personnel file from the premises, but may obtain a copy of any information contained in the file.

Section 15.2 Union Access

An employee who is involved in a current grievance against the Employer may designate in writing that a Union representative may inspect his or her personnel file subject to the procedures contained in Section 1 of this Article.

Section 15.3 Employee Rights

If an employee disagrees with any information contained in his or her personnel file, the employee may submit a written statement which will be included in the file.

ARTICLE XVI
INDEMNIFICATION

Section 16.1 Employer Responsibility

The Employer shall adhere to the applicable provisions and conditions set forth in Art. 55 ILCS (Illinois Compiled Statutes). The maximum amount of liability shall be in the amount set forth in Illinois Compiled Statutes, Art. 55.

Section 16.2 Legal Representation

Officers shall have legal representation by the Employer in any civil cause of action brought against an officer resulting from or arising out of the performance of duties, pursuant to Illinois Compiled Statutes, Art. 55.

Section 16.3 Cooperation

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

Section 16.4 Applicability

The Employer shall provide the protection set forth above, so long as the officer is acting within the scope of his employment and where the officer cooperates, as defined in the paragraph entitled "Cooperation", with the Employer in defense of the action or actions or claims.

ARTICLE XVII
BULLETIN BOARDS

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

ARTICLE XVIII
SICK LEAVE

Effective December 1, 2015, each member of the bargaining unit will be credited with one (1) day of sick leave at the beginning of each month for a total of 12 sick days for the fiscal year for

the term of this Agreement. The maximum amount of sick leave that an individual employee may accumulate is seventy (70) days. Beginning December 1, 1995, employees can accrue, but not accumulate, an additional ten (10) days of sick time (from 70 to 80 days). The County will buy back the sick days above 70 at the end of each fiscal year. Upon separation or retirement from the Clark County Sheriff's Office, employees shall receive 100% reimbursement at the then current straight time hourly rate of pay for all unused sick leave days to a maximum of 80 days. For purposes of this Article, a sick leave day is equal to eight (8) hours. Beginning December 1, 1998, employees may "accrue" up to two hundred and forty (240) days of sick leave for IMRF purposes.

ARTICLE XIX

FUNERAL LEAVE

Section 19.1 Family Death

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

ARTICLE XX

PERSONAL LEAVE

Each year three (3) days with full pay may be used by the employee for personal leave for the purpose of attending to personal, legal, household, or family matters that require absence during working hours. Except in emergencies, the employee shall request such leave on a form provided by the Employer at least one (1) working day in advance of the day to be taken.

ARTICLE XXI

LEAVE OF ABSENCE

Section 21.1 Short Term Military Leave

Any employee covered by the terms of this Agreement who is a member of a reserve force of the Armed Forces of the United States, or the State of Illinois, and who is ordered by the appropriate authorities to attend training programs or perform assigned duties shall be granted a

leave of absence, without pay, for the period of such activity and shall suffer no loss of seniority rights. Employees who are called up for two (2) weeks active duty training may take a leave of absence without pay or take the option of using their earned vacation time.

Section 21.2 Educational Leave

Employees covered by the terms of this Agreement may be granted, upon written request, a leave of absence, without pay, not to exceed a period of one (1) year after authorization from the Sheriff.

Section 21.3 Maternity Leave

A leave of absence shall be granted for maternity upon request. Such request must be presented in writing to the officer's immediate supervisor, setting forth a date each leave is to begin, as soon as that date can be determined by the officer and the officer's physician. Upon receiving the physician's report, the Sheriff shall transfer the officer to a suitable position to eliminate possible injury to the fetus and officer. Return to work shall be as soon as reasonable after delivery, as permitted by a signed release by the officer's physician.

Section 21.4 Injury Leave

An officer, who sustains injury or illness arising out of, and in the course of his employment, shall be covered by the provisions of Art. 5, ILCS. No officer will lose any benefits while injured on duty, and will continue to accumulate all benefits provided by this Agreement. Officers on injury leave may be returned to light duty if able to perform the work and placed at the discretion of the Sheriff.

Section 21.5 Family Medical Leave Act

The Employer agrees to abide by the Family Medical Leave Act of 1993.

ARTICLE XXII

HOLIDAYS

Paid Holidays observed shall be, New Year's Day, Christmas Day, Easter, and July 4, as well as those holidays designated in advance by the Chief Judge of the Circuit Court. Employees are paid eight (8) hours at straight time for each holiday unless they work the holiday, in which case each employee will be paid straight time plus 1 ½ time for all hours worked on the holiday. In the event

less than eight (8) hours is worked on the Holiday, the employee will be paid straight time plus 1 ½ times for the hours worked and straight time for the remaining balance to total eight (8) hours.

Days off declared county wide or locally because of inclement weather, or highway conditions, do not apply to members of the Bargaining Unit.

ARTICLE XXIII

VACATIONS

Section 23.1 Vacation Leave

All employees in the bargaining unit shall receive paid vacation leave according to the following schedule:

- (a) One (1) calendar week after one (1) year of service;
- (b) Two (2) calendar weeks after two (2) years of service;
- (c) Three (3) calendar weeks after ten (10) years of service;
- (d) Four (4) calendar weeks after fifteen (15) years of service;
- (e) Five (5) calendar weeks after twenty (20) years of service.

For the purpose of this Article, a calendar week is defined as seven working days.

Section 23.2 Vacation Pay

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

Section 23.3 Working During Vacation

The allowable vacation leave must be taken within 90 days of the year it is due, unless the Sheriff approves the carryover of such vacation. Employees may elect to work vacation days at straight time.

Section 23.4 Vacation Requests

Except for an occasional day which is taken as vacation leave, all employees must submit, in writing, to the Sheriff, a schedule of desired vacation at least thirty (30) days in advance of the start of such vacation. At least one (1) days' notice shall be given for a one (1) days' leave. The Sheriff or his designee shall have the right to alter any schedule if he deems it to be in the best interest of the Office to do so to accomplish the work of the bargaining unit.

ARTICLE XXIV
PERSONNEL POLICIES

Personnel policies and procedures established in accordance with the Clark County Personnel Code and the Clark County Sheriff's Memoranda not in conflict with this Agreement shall remain in force.

ARTICLE XXV
MISCELLANEOUS PROVISIONS

Section 25.1 Work Rules and Personnel Policies

To the extent that the Clark County Sheriff's Work Rules and the Clark County Employees Personnel Policies Handbook does not conflict with the provisions of this Agreement, such policies shall continue in full force and affect.

Section 25.2 Uniform Allowance

All bargaining unit members shall be paid an annual uniform maintenance allowance of Eight Hundred (\$800.00) Dollars in the first pay period of each new fiscal year in a separate check. New employees will be furnished the items listed on Appendix "A" of this Agreement and will receive their Eight Hundred (\$800.00) annual uniform maintenance allowance in the first pay period of each new fiscal year in a separate check after they have completed one year of service. Employees who have had departmental furnished items reclaimed by the Employer shall receive the same items at the time they are required to use those items.

Section 25.3 ICOP Union Representatives

Authorized ICOP representatives shall be permitted to visit the department during working hours to talk with officers of the local Union and/or representatives of the Employer concerning matters covered by this Agreement, as long as the Sheriff has prior notification of such visit.

Section 25.4 Time Sheets and Records

The Union or a representative shall have the right to examine time sheets and other records pertaining to the computation of any employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance, at reasonable times with the employee's consent.

Section 25.5 County to Replace Personal Effects

The Employer agrees to repair or replace as necessary an officer's personal effects and equipment, if such are damaged, broken, lost (for example, in the course of a foot pursuit in rough terrain), or stolen in the course of the employee's duties.

Section 25.6 Exposure to Contagious Diseases

The Employer agrees to pay all expenses for inoculation or immunization shots at a medical facility designated by the Sheriff for the employee and for members of an employee's family when such becomes necessary as a result of said employee's exposure to contagious diseases where said officer has been exposed to said disease in the line of duty.

Section 25.7 Funeral Expenses

The Employer agrees to defray reasonable funeral and burial expenses of any officer of the Sheriff's Office killed in the line of duty.

Section 25.8 Employee Testing

The Employer agrees that it will first meet and negotiate with the Union should they (Employer) propose to implement any employee testing (i.e. drugs or alcohol) during the term of this Agreement.

Section 25.9 Call Back

If a vacancy occurs on a shift due to illness, vacation, personal day, etc., said vacancy shall be filled by seniority rotation by those qualified to fill vacancy. (A list shall be maintained in order of seniority-the most senior qualified will be given the opportunity to work first, should he turn the time down, the next senior qualified person will be asked. If the most senior qualified accepts the opportunity, his name will go to the bottom of the list, and the second most senior qualified person will be the first person asked the next time a shift vacancy occurs).

Section 25.10 Call Out

The reasoning for "call-out" pay is to insure being compensated for giving up part of our off time and maybe the cancellation or postponement of previously made plans and the interruption of our private lives.

If called one (1) hour prior to beginning of shift, employees will be paid at the overtime rate for up to one (1) hour. If called out more than one (1) hour before start of shift, employee will be

paid the minimum three hours as described above.

ARTICLE XXVI

SAFETY ISSUES

Section 26.1 Safety Committee

The Sheriff shall appoint a designee(s) to represent him in meeting with the Union to discuss safety issues. The designee(s) of the Sheriff shall meet a minimum of once a month with the Union Safety Committee, unless both parties agree that no meeting is necessary, to discuss safety issues, which will be submitted in writing by the Union. Any report or recommendation which may be prepared by the Union or designee(s) of the Sheriff as a direct result of these meetings will be in writing and copies submitted to the Sheriff and the President of the Union.

Section 26.2 Disabling Defects

No employee shall be required to use any equipment that has been designated by both the Union and the Employer as being defective because of a disabling condition unless the disabling condition has been corrected. When an assigned department vehicle is found to have a disabling effect or is in violation of the law, the officer will notify his supervisor, complete required reports, and follow the supervisor's direction relative to requesting repair, replacement, or the continued operation of the vehicle. The Employer shall take all reasonable steps to protect employees during working hours in the performance of their duties.

ARTICLE XXVII

WAGES

Section 27.1 Wages

Retroactive to December 1, 2018, wages are determined by the attached Appendix C. The starting wage is 90 percent of the Year 1 wage for Deputies. Annual increases begin December 1 of each year. Step increases begin on the date of most recent hire of each employee.

The hourly rate is determined by dividing the yearly amount by 2080 hours.

Payment of retroactivity shall be paid no later than two (2) pay periods after this Agreement is approved by the Clark County Board.

Section 27.2 Direct Deposit

The County, if not cost prohibitive, shall at their earliest opportunity, offer each bargaining unit employee, at their option, to be paid via direct deposit of the employee's pay check to the bank of the employee's choosing. The employee will execute any authorization necessary to effectuate said direct deposit.

ARTICLE XXVIII

INSURANCE

Full-time employees with 30 days or more of service with the Sheriff's Department shall be eligible to participate in the group health insurance plan with a \$1,500 deductible. Beginning October 1, 2016, the employees will pay 14% of the monthly premium for the term of this Agreement as well as all deductibles and co-pays. Employees shall continue to pay the full premium cost of dependent and family coverage. County will offer a medical insurance plan which would allow the bargaining unit members the option of establishing a Health Savings Account (HSA) or federally approved account in accordance with the terms and conditions of the insurance plan as set by the insurance provider.

The Employer reserves the right to change plans, coverage or provide alternative insurance carries or to self-insure. New coverage or benefits will be substantially similar to the current plan. In the event such coverage is cancelled, the parties agree to reopen negotiations regarding insurance. The employer shall notify the Union at least 30 days in advance of the change in insurance carriers to review the new benefits.

The Employer agrees to establish a Labor Management Health Care Advisory Committee during the first year of this Agreement. The Committee shall be responsible for the review of the health care plan covering employees. The committee shall be comprised of equal numbers of management representatives and representatives of this bargaining unit. The numbers may be expanded to include additional representatives from other bargaining units and additional members named by the Employer so long as the numbers of labor and management representatives remain equal.

The purpose of the committee shall be to review the operation of the health care plan, make

suggestions for change in the plan and recommend changes to the County Board. This committee shall be advisory in nature only and shall meet at least twice per year.

The parties agree to comply with the provisions of the Affordable Care Act, as amended or until repeal.

ARTICLE XXIX – SEPARABILITY AND SAVINGS CLAUSE

Section 29.1 Savings

If any Article or Section of this Agreement, or of any Riders thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Rider thereto shall not be affected thereby.

Section 29.2 Separability

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

ARTICLE XXX

COMPLETE AGREEMENT

The parties acknowledge that during the negotiations which preceded this Agreement, each has the unlimited rights and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. This Agreement constitutes the entire agreement reached by the parties during their negotiations. Subject to the provisions of Sections 4 and 7 of the Public Labor Relations Act, this concludes collective bargaining between the parties over those matters which were the subject of bargaining during the negotiations leading to this Agreement.

ARTICLE XXXI

TERMINATION/DURATION

Section 31.1 Term of Agreement

This Agreement shall be effective as of the first (1st) day of December, 2018, and shall remain in full force and effect until Midnight on the thirtieth (30th) day of November, 2021. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing, via certified mail, return receipt requested, or by personal delivery, not sooner than ninety (90) nor later than sixty (60) 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 forty-five (45) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and/or impasse and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph: In the event that either party desires to terminate this Agreement, 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 11th day of June, 2019.

Clark County, Illinois

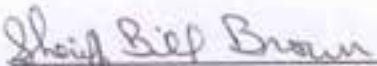
Illinois Council of Police




John Hammond, Chairman
Clark County Board



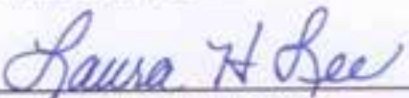
Norm Freese, President



Bill Brown
Clark County Sheriff



General Counsel



Laura H. Lee, County Clerk
Clark County, Illinois



Union Representative

APPENDIX A
UNIFORM LIST

The following list of items are Basic issue to a new employee:

- 2 pair of Uniform Pants
- 2 Long Sleeve Shirts
- 2 Short Sleeve Shirts
- 1 Shirt Badge
- 1 Jacket Badge
- 1 Wallet Badge
- 1 Winter Coat
- 1 pair of Black Shoes/Boots
- 1 Black Dress Belt
- 1 Black Wide Gun Belt
- 1 Black Duty Holster
- 1 Spare Ammo Pouch
- 1 Hand Cuff Case
- 1 pair of Hand Cuffs
- 1 Straw Hat
- 1 Brown Winter Hat
- 1 Hat Badge
- 1 Ballistic Vest
- 1 Tie
- 1 Rain Coat

APPENDIX B

DUES AUTHORIZATION FORM

I hereby voluntarily apply for membership in ILLINOIS COUNCIL OF POLICE and authorize said Union to represent me as my exclusive collective bargaining representative to negotiate on my behalf all terms and conditions of employment, either into agreements on my behalf and to otherwise represent me in any and all claims and matters arising out of my employment. I hereby agree to be bound by the Constitution and By-Laws of the ILLINOIS COUNCIL OF POLICE and by any collective bargaining agreement negotiated by the Union with my Employer

I authorize and direct my Employer _____ to deduct from my wages each pay period as provided by the Agreement between the Union and said Employer the monthly dues which may be charged by the Union in order to maintain my membership in good standing.

Unless this authorization is revoked by me by notice to my Employer as permitted under law, the authorization shall continue in force and effect until expiration of the collective bargaining agreement and thereafter or under successive collective to bargaining agreements.

Date: _____

Signed: _____

Name: _____

Address: _____

City: _____

State: _____ Zip: _____

Telephone: _____

Employment Start Date: _____

Title: _____