COLLECTIVE BARGAINING AGREEMENT

Between

COUNTY OF MONTGOMERY, ILLINOIS
THE SHERIFF OF MONTGOMERY COUNTY

And

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, THE SOUTHERN AND CENTRAL ILLINOIS LABORERS' DISTRICT COUNCIL
And
LABORERS' LOCAL 773

December 1, 2011 through November 30, 2014

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COLLECTIVE BARGAINING AGREEMENT

This Collective Bargaining Agreement entered into by and between the Montgomery County Sheriff's Office and County Board of Montgomery County, Illinois, hereinafter referred to as the Employers" and Laborers' International Union of North America, The Southern and Central Illinois Laborers' District Council and Laborers' Local 773, hereinafter referred to as the "Union", acting pursuant to the law as the exclusive bargaining agency for the employees covered by the Agreement, and shall become effective December 1, 2011.

Regardless of any provisions herein to the contrary, the Employers and the Union shall not be in violation of this Agreement when they are required by law, or by virtue of any regulations, directive or order of any proper official to perform any act required of them in compliance with such law, regulation, directive or orders. The foregoing shall include compliance with all laws, regulations, directives or orders pertaining to Civil Rights and Equal Employment Opportunity legislation.

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

If any provision of this Agreement or the application of any such provision should be rendered or declared invalid 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 provisions shall be open to immediate negotiations.

ARTICLE 1
PURPOSE AND RECOGNITION

Section 1. General.
It is the intent and purpose of the parties hereto to set forth the Agreement between them for the term hereof, concerning rates of pay, wages, hours of employment and other working conditions, to be observed by them and the employees covered hereby.

Section 2. Recognition.
The Employers recognize the Laborers' International Union of North America, its agents, representatives, or successors, as the sole and exclusive bargaining agent for all regular, full-time and part-time employees who are employed in the Job Classifications as described in Article 21 and such other Classifications as may be added to the bargaining units in matters concerning wages, hours, working conditions, fringe benefits and other working conditions.

Section 3. Integrity of the Bargaining Units.
The Employers recognize the integrity of the bargaining units and will not take any action directed at eroding them which is contrary to law. Conversely, neither shall the Union do so.

Section 4. Union Exclusivity.
The employers shall not meet, discuss, confer, subsidize or negotiate with any other employee organization or its representatives on matters pertaining to hours, wages and working conditions, nor shall the Employers negotiate with employees over their hours, wages and working conditions, except as provided herein.

The Employers agree that they will not sponsor or promote, financially or otherwise, any group or labor organization for the purpose of undermining the Union.

The parties mutually agree not to interfere with, restrain, coerce or discriminate against any employee in connection with their membership in the Union unless said membership is contrary to law.

Section 5. Classifications.
The Job Classifications now contained within Article 21 are for descriptive purposes only. Their use is neither an indication, nor a guarantee that these Classifications or Titles will continue to be utilized by the Employers. The Employers shall, at least six (6) days prior to implementation, notify the Union of any decision to change or alter such Job Classifications. If such change will directly affect any employee otherwise covered by this Agreement, the Employers shall, upon written request, meet and discuss the matter with the Union. If agreement cannot be reached within a very short period of time, either side shall be free to pursue its normal legal remedies.

Section 6. Probation.
All newly hired, full-time employees shall serve a probationary period of one (1) year from the date of hire in the bargaining unit. During the probationary period, the employee shall be subject to dismissal for any reason without recourse to the Grievance Procedure. Upon completion of the probation period, the employee shall be granted seniority rights from his most recent date of hire.

When an employee is transferred, promoted or assigned to another position, he may return to his former position after the one (1) year probationary period if the employee makes the request or the Employers order the employee to return, subject to the Grievance Procedure.

ARTICLE 2
MANAGEMENT RIGHTS

The Employers have, and will continue to retain, the right to operate and manage their affairs in each and every respect. The rights reserved to the sole discretion of the Employers shall include, but not be limited to the following:

(1) to determine the organization and operations of the Sheriff's Office;

(2) to determine and change the purpose, composition and function of each of its constituent Offices and subdivisions;

(3) to set standards for the services to be offered to the public;

(4) to direct the employees of the Sheriff's Office, including the right to assign work and overtime;

(5) to hire, examine, classify, select, promote, restore to career service positions, train, transfer, assign and schedule employees;

(6) to increase, reduce or change, modify or alter, the composition and size of the work force, including, but not limited to, the right to relieve employees from duties because of lack of work or funds, or other proper reasons;

(7) to establish work schedules and determine starting and quitting times, and the number of hours to be worked;

(8) to establish, modify, combine or abolish job positions and Classifications;

(9) to add, delete or alter methods of operation, equipment or facilities;

(10) to determine the locations, methods, means and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made, provided or purchased;

(11) to establish, implement and maintain an effective internal control program;

(12) to suspend, demote, discharge or take other disciplinary action against employees for just cause (according to established rules and regulations or the terms of this Agreement); and

(13) to add, delete or alter policies, procedures, rules and regulations.

Inherent managerial functions, prerogatives and policy-making rights, whether listed above or not, which the Employers have not expressed, restricted by a specific provision of this Agreement, shall remain vested exclusively with the Employers.

The Employers' right of management shall not be amended or limited by any claimed or unwritten custom, past practice or informal agreement, nor by any claim the Employers have claimed or condoned or tolerated any practice or any act or acts of any employees.

Nothing in this Article shall abrogate or alter the other Articles of this Agreement.

ARTICLE 3
DUES CHECK-OFF AUTHORIZATION

Section 1. Deductions.
The Employers agree to deduct from the pay of those employees who individually request, any or all of the following:

(1) Union membership dues, assessments, fair share payments or fees.

(2) Request for any of the above shall be made verbally or on a form agreed to by the parties.

Section 2. Remittance.
Upon receipt of any appropriate written authorization (See Appendix A) from an employee, such authorized deductions shall be made and shall be remitted semi-monthly, to the Union, in accordance with the current procedures, and at the address designated in writing by the Union. The Union shall advise the Employers of any increase in dues or other approved deductions, in writing, at least fifteen (15) days prior to their effective date.

ARTICLE 4
UNION SECURITY

Section 1. Fair Share Deductions.
Employees covered by this Agreement who are not members of the Union paying dues by voluntary payroll deduction shall be required to pay, in lieu of dues, their proportionate fair share of the cost of the collective bargaining process, Contract administration and the pursuance of matters affecting wages and hours and conditions of employment, in accordance with the applicable Labor Relations Act. The fair share payment, a pro rata amount of Union dues as certified in writing by the Union, shall be deducted by the Employers from the earnings of the non-member employee and shall be remitted semi-monthly to the Union at the address designated in writing to the

Employers by the Union. The Union shall advise the Employers of any increase in fair share fee, in writing, at least fifteen (15) days prior to its effective date.

Section 2. Religious Exemption.
Should any employee be unable to pay his contribution to the Union based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, such amount equal to his fair share shall be paid to a non-religious charitable organization mutually agreed upon by the employee affected and the Union. If the Union and the employee are unable to agree on the matter, such payment shall be made to a charitable organization from an approved list of charitable organizations. The employee will, on a monthly basis, furnish a written receipt to the Union that such payment has been made.

Section 3. Notice and Appeal.
The Union agrees to provide notice and appeal procedures to employees in accordance with applicable law.

Section 4. Indemnification.
The Union shall indemnify, defend and hold the Employers harmless against any claim, demand, suit or liability arising from any action taken by the Employers in complying with this Article.

ARTICLE 5
UNION ACTIVITY

The Employers agree to grant the necessary time off without discrimination or loss of seniority rights to any employee designated by the Union to attend a Labor Convention or serve in any capacity on other official Union business without pay.

Employees may utilize personal days or earned vacation time for Union business, subject to the operating needs of the Office.

ARTICLE 6
STEWARDS

A steward or stewards shall be appointed by the Business Manager of the Local Union, and there will be one (1) steward named as the Chief Steward, who will direct the Union business of the employees covered by this agreement. The secondary steward(s) will work in conjunction with the Chief Steward. The name(s) of the steward(s) and any alternate(s) shall be given to the Sheriff upon ratification of the Agreement by the parties. Any change in these positions shall be promptly reported. The steward(s) shall not be discharged or laid off for the fulfillment of his duty to the Union. The steward(s) shall be responsible to see to it that the provisions of this Agreement are adhered to by the Employers and employees. A steward, when performing official Union business,

shall not be penalized nor lose time or wages while performing his duty as steward. Only one (1) steward, at any given time, shall be paid for performing this duty.

ARTICLE 7
SUSPENSION AND DISCHARGE OF EMPLOYEES

Section 1. Just Cause.
The Sheriff shall not suspend nor discharge any employee without just cause. Such matters of suspension and discharge shall be subject to the Grievance Procedure and shall be handled expeditiously. An employee subject to suspension or discharge shall be furnished a written explanation by his supervisor as to the reason or reasons for such suspension or discharge. Such written explanation shall be furnished to the employee within twenty-four (24) hours where practical.

A specific example of just cause includes an employee who leaves his job assignment without being properly relieved.

Section 2. Reinstatement.
Any employee who is reinstated after discharge will be returned to work at the same rate of pay, without loss of seniority.

ARTICLE 8
DISCIPLINE

Section 1. Definition.
The Employers agree with the tenets of progressive and corrective discipline. Disciplinary action or measures shall include only the following, which shall be imposed based upon the severity of the offense.

(1) Oral reprimand;
(2) Written reprimand;
(3) Suspension (notice to be given in writing); and
(4) Discharge (notice to be given in writing).

Disciplinary action may be imposed upon an employee only for just cause. Discipline shall be imposed promptly after the Employers are aware of the event or action giving rise to the discipline and have a reasonable period of time to investigate the matter.

Section 2. Manner of Discipline.
If the Employers have reason to discipline an employee, it shall normally be done in a manner that will not embarrass the employee before other employees or the public.

Section 3. Notification and Measure of Disciplinary Action.

(1) In the event disciplinary action is taken against an employee, other than the issuance of an oral warning or written reprimand, the Employers shall promptly furnish the employee and the Union, in writing, with a clear and concise statement of the reasons therefore, including any names of witnesses and copies of pertinent documents. The measure of discipline and the statement of reasons may be modified, especially in cases involving suspension pending discharge, after the investigation of the total facts and circumstances. But once the measure of discipline is determined and finally imposed by the Sheriff, it shall not be increased for the particular act or misconduct which arose from the same facts and circumstances.

(2) An employee shall be entitled to the presence of a Union representative at an investigatory interview if he requests one and if the employee has reasonable grounds to believe that the interview may be used to support disciplinary action against him.

Section 4. Removal of Discipline.
Any written warning or other discipline shall be removed from an employee's record after a period of fifteen (15) months passes from the date of the last warning or discipline, without the employee receiving an additional warning or discipline for such offense.

Section 5. Illegal use of Cannabis or Controlled Substance/Drug Testing Policy.
Possession and/or use of cannabis or controlled substances by an employee, or the refusal to submit to a drug test, shall constitute just cause to immediately terminate the employment of the employee from the Sheriff's office.

Every employee, upon probationary hire and upon departure from the Sheriff's office, will be required to submit to a drug test.

On a six (6) month basis, a random selection will be made by placing the names of all employees subject to the terms of this Agreement, as well as all non-Union personnel within the Sheriff's Office names into a pool. An employee will pick one name from the pool in the presence of the Sheriff or the Sheriff's designee. The name of the selected employee will be held in confidence until the employee submits to the drug test. The selected employee will be required, during his next tour of duty, to submit to a drug test in accordance with the Montgomery County Probation Office Drug Testing Policies and Procedures. The test will be conducted by the appropriate Hillsboro Hospital staff. If a drug test has a positive reading, the sample will be sent to an independent, properly certified, drug testing laboratory in lieu of the Illinois State Police Crime Laboratory.

The Sheriff or his designee may require an employee to submit to a drug test when there is documentation that an employee is impaired or incapable of performing his

duties as evidenced by, but not limited to, reduced productivity, high absenteeism or other behavior inconsistent with previous performance. The contents of the documentation shall be made available to the employee and the Union.

Employees may be ordered by the Sheriff or his designee to submit to a drug test where there is an allegation of use, possession or sale of drugs or narcotics.

ARTICLE 9
GRIEVANCE PROCEDURE

Section 1. Definition of Grievance.
A grievance is hereby defined as any dispute or difference between the Employers and the Union or an employee, with respect to the meaning, interpretation or application of any of the provisions of this Agreement. Grievances may be processed by the Union on behalf of any employee or on behalf of a group of employees or itself.

Section 2. Settlement Procedure.
Grievances arising after the effective date of the signing of this Agreement shall be raised, discussed and taken up in accordance with the following Procedure.

STEP 1
IMMEDIATE SUPERVISOR.

The employee or the Union, within ten (10) normal working days of the incident giving rise to the grievance, shall present the grievance in writing to the Sheriff. The Sheriff shall have five (5) normal working days in which to respond to the grievance.

STEP 2
JOINT COMMITTEE.

If the grievance is not satisfactorily resolved in Step 1, or an answer is not given in the time specified, the employee or the steward or Union representative may, within ten (10) normal working days of Step 1 answer, or after such answer was due, whichever occurs first, request a review by the County Board Personnel Committee and the Sheriff. The Union or employee may further request, by written notice to the County Board Personnel Committee and the Sheriff, a Union-Employers hearing of the grievance. Within thirty (30) working days of receipt of a request for review made personally or by Certified Mail, Return Receipt Requested, the County Board Personnel Committee or its designee shall render a written decision on the grievance. If no agreement on disposition of the grievance is reached within the required period of time, the grievance shall be deemed denied.

The employee or Union may, within ten (10) normal working days of Step 2 answer or after such answer is due, whichever occurs first, request mediation.

STEP 3
MEDIATION.

If, as a result of Step 2, the grievance remains unsettled, the matter may be submitted to mediation through the Federal Mediation and Conciliation Service within ten (10) days of the receipt of the written answer from the County Board Personnel Committee.

The employee or Union may, within ten (10) normal working days of Step 3 answer or after such answer is due, whichever occurs first, request arbitration.

STEP 4
ARBITRATION.

If, in accordance with the above mediation procedure, the grievance(s) is appealed to arbitration, representatives of the Employers and the Union shall meet to select an arbitrator from a list of mutually agreed-to arbitrators. If the parties are unable to agree on an arbitrator within ten (10) normal working days after Step 3, the parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. The parties shall each alternately strike the names of three (3) arbitrators, taking 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 by a joint letter from the Employers and Union requesting that he set a time and place of the hearing, subject to the availability of the Employers and the Union representatives. The arbitrator shall also be notified of the issue where mutually agreed by the parties.

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 Employers 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 own witnesses.

Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on the question of arbitrability. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute.

The decision of the arbitrator shall be final and binding upon both parties to this Agreement. Such decision shall be within the scope and terms of this Agreement but shall not change any of its terms or conditions. The arbitrator shall have no authority to add to the terms hereof, or to impose on any party hereto, limitations or obligations not specifically provided for in this Agreement. This Agreement, sets out the entire understanding between the Employers and the Union. Nothing shall prevent the parties to this Agreement from using the provisions of the Uniform Arbitration Act as found in 710 ILCS 5/1 et. Seq.

The expenses and fees of the arbitrator and the cost of the hearing room shall be shared equally between the parties.

If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes accounting available, without charge, to the arbitrator. If the other party desires a copy, it shall pay for one-half (1/2) of the total cost of producing the record.

Section 3. Employee May be Present.
In discussions or meetings with the Employers in the Grievance Procedure, the employee shall be entitled to be present and may be accompanied or represented by the exclusive bargaining agent or his representative.

Section 4. Time Limits.

(1) Grievance may be withdrawn at any Step of the Grievance Procedure without prejudice. Grievances not appealed within the designated time limits will be treated as a withdrawn grievance.

(2) The time limits at any Step or for any hearing may be extended by mutual Agreement of the parties involved in that particular Step.

(3) Grievances concerning suspension of thirty (30) working days or less of any employee may be initiated at Step 2 of the Grievance Procedure.

(4) Grievances concerning suspension of more than thirty (30) working days and/or discharge of an employee shall be initiated at Step 2 of the Grievance Procedure.

Section 5. Investigation of Grievances.
Employees required to attend an arbitration hearing beyond work hours shall be compensated at their normal straight-time rate for two (2) hours or actual time spent in the hearing.

Section 6. Advance Filing.
A matter may be raised at any level of the Grievance Procedure by mutual consent of the parties.

ARTICLE 10
NO STRIKE

Section 1. No Strike Commitment.
Neither the Union nor any employee, member of the Union or employee covered by this Agreement will call, institute, authorize, participate in, sanction, encourage or ratify any strike, work stoppage or picket which causes a work stoppage, or other concerted refusal to perform duties by any employee or employee group, or the concerted interference with, in whole or part, the full, faithful and proper performance of the duties of employment with the Employers. Neither the Union nor any employee, member of

the Union or employee covered by this Agreement shall refuse to cross any picket line by whoever established.

Section 2. Discipline of Strikers.
Any employee who violates the provisions of this Article shall be subject to immediate discharge. Any action taken by the Employers against any employee who participates in action prohibited by Section 1 above shall be subject to the provisions of the Grievance Procedure.

Section 3. Resumption of Operations.
In the event of action prohibited by this Article, the Union immediately shall publicly disavow such action and request the offender to return to work and shall exercise its best efforts to achieve a prompt resumption of normal operations.

ARTICLE 11
HOURS OF WORK AND OVERTIME

Section 1. Work week/Lunch/Break.

(1) TELECOMMUNICATORS/CORRECTIONAL OFFICERS
The work week shall consist of forty (40) hours with a minimum of two (2) consecutive days off for the Telecommunications employees and Correctional Officers who are regular-scheduled, full-time employees. The workweek shall begin at 12:01 a.m. Friday and end at 12:00 midnight Thursday. The regular work shift shall be as follows:

TC	CO
7:00 a.m. to 3:00 p.m.	6:30 a.m. to 2:30 p.m.
3:00 p.m. to 11:00 p.m.	2:30 p.m. to 10:30 p.m.
11:00 p.m. to 7:00 a.m.	10:30 p.m. to 6:30 a.m.

The parties agree that the Sheriff shall employ additional Correctional Officers during peak prisoner activity hours of the first and second shifts in an effort to comply with the Rules and Regulations of the State of Illinois Department of Corrections. The Sheriff agrees to meet with the Steward and a representative of the Correctional Officers Classification to determine the peak hours and days of the week when additional personnel are warranted.

Employers will furnish a meal for the Telecommunications/Correctional Officers and they will arrange their meal breaks in accordance with state statute. Telecommunications/Correctional Officers will be allowed two (2) breaks of ten (10) minutes each per eight (8) hour shift in accordance with past practice.

(2) **CLERICAL EMPLOYEES.**

The workweek shall consist of forty (40) hours. The regular work hours shall be between the hours of 7:30 a.m. and 4:00 p.m. with one-half (1/2) hour for lunch that shall be scheduled or approved by the Sheriff or his designee. Clerical employees will be allowed two (2) breaks of ten (10) minutes each, in accordance with past practice.

(3) **FULL-TIME MAINTENANCE EMPLOYEES**

The Full-time maintenance employees' hours of work shall be scheduled by the Sheriff with a one-half (1/2) hour for lunch that shall be scheduled or approved by the Sheriff or his designee. Such employees shall be entitled to two (2) breaks of ten (10) minutes each, one (1) mid-morning and one (1) mid-afternoon.

(4) **FULL-TIME COOK**

The full-time Cook's hours of work shall be 7:00 a.m. to 3:00 p.m. Monday through Friday. The full-time Cook shall be entitled to two (2) breaks of ten (10) minutes each, one (1) mid-morning and one (1) mid-afternoon.

(5) **PART-TIME EMPLOYEES**

All part-time employees' hours of work and shifts shall be determined by the Sheriff. At all times, it shall be the responsibility of all part-time employees to notify the Sheriff in writing, by the filing of the proper request form, of their need or desire to be excused from the seniority call-out list. Once a part-time employee is granted an excused call-out, he may change his request by filing the proper request form in writing to the Sheriff. Part-time employees who accumulate three (3) consecutive unexcused call-outs shall be subject to disciplinary action and/or discharge, at the discretion of the Sheriff.

(6) **OVERTIME LUNCHES**

When an employee works more than three (3) hours past the regular quitting time, the Employers shall furnish a lunch and allow the employee time to eat with no loss of pay. In the event it is not possible or practical to furnish this lunch, the employee will receive, in lieu of it, the sum of five dollars ($5).

(7) **ALL EMPLOYEES COVERED BY THIS AGREEMENT**

All hours worked in excess of eight (8) hours in one (1) regular shift and forty (40) hours in one (1) week shall be paid at the rate of time and one-half (1-1/2) at the straight time rate, or an equivalent amount in compensatory time off. All mandatory overtime shall be compensated at two (2) times the regular rate of pay.

Shift assignments shall be made by the Sheriff in accordance with past practice.

(8) FLOATER SHIFTS

Employees filling a Floater position may be utilized to fill in for scheduled time off, i.e.: vacations, personal days, and compensatory time off. The floater workweek shall consist of forty (40) hours. All Floater shifts are at the discretion of the Sheriff or his designee. If no employees are off or there are no mandatory special work assignments, the Floater regular work shift shall be as follows:

CO Primary Floater:

Tuesday	: 5:00 p.m. to 1:00 a.m.
Wednesday	: 10:30 p.m. to 6:30 a.m.
Thursday	: 5:00 p.m. to 1:00 a.m.
Friday	: 5:00 p.m. to 1:00 a.m.
Saturday	: 12:00 p.m. to 8:00 p.m.

CO Secondary Floater:

Monday through Friday: 9:00 a.m. to 5:00 p.m.

(9) SWING SHIFTS

The workweek shall consist of forty (40) hours with a minimum of two (2) consecutive days off. The regular work shift shall be as follows:

	TC Swing Shift		**CO Swing Shift**	
Sat – Sun:	7:00 a.m. to	3:00 p.m.	Fri–Sat:	6:30 a.m. to 2:30 p.m.
Mon – Tues:	3:00 p.m. to	11:00 p.m.	Sun-Mon:	2:30 p.m. to 10:30 p.m.
Wed:	11:00p.m. to	7:00 a.m.	Tuesday :	10:30 p.m. to 6:30 a.m.

Section 2. Overtime Opportunities.

All employees shall be given equal opportunity for overtime. When overtime is available, the Sheriff shall contact employees from a call list on a rotating basis and according to seniority. Employees who elect to work overtime shall have the option of being compensated with cash or compensatory time.

Employees, at their option, may elect to receive compensatory time in lieu of overtime pay to a cap of two hundred forty (240) hours which may be carried over from year to year. Any employee who currently has more than two hundred forty (240) hours of compensatory time on the books may not accrue compensatory time until such time that their accumulations go below the two hundred forty (240) hour cap.

Section 3. Court Appearances.

Employees covered by this Agreement required to attend court outside their regularly scheduled work hours shall be compensated at the time and one-half (1-1/2) rate for two (2) hours or for the actual time spent in Court, whichever is greater, provided that the employee confirms with the Court, no less than forty-five (45) minutes beforehand, that the employee will be required to appear.

Employees covered by this Agreement required to stand by for Court appearance on their day off shall receive two (2) hours pay and shall be furnished a pager by the Employers.

ARTICLE 12
WORK RULES

The Sheriff may adopt, change or modify work rules. The Sheriff agrees to post or make available in the Office or, where more appropriate, the work location, a copy of applicable work rules where such rules exist. Whenever the Sheriff changes work rules or issues new work rules applicable to bargaining unit employees, the Union shall be given at least six (6) days prior notice before the effective date of the work rules. Upon request of the Union, the parties shall meet and confer to explore alternatives to proposed change(s) to existing work rules. Work rules shall be equitably applied and shall not conflict with any specific provisions of this Agreement. Disputes over any provision of this Agreement shall be subject to the Grievance Procedure.

ARTICLE 13
LABOR MANAGEMENT CONFERENCES

The Union and Employers 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 Employers. 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 mutually agreed to before being held, and the purpose of any such meeting shall be limited to:

(1) Discussion on the employment implementation and general administration of this Agreement;

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

(3) Notifying the Union of changes in non-bargaining conditions of employment contemplated by the Employers which may affect employees.

It is expressly understood and agreed that such meetings shall be exclusive of the Grievance Procedure. Grievances being processed under the Grievance Procedure shall not be considered at "Labor/Management Conferences" nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

When absence from work is required to attend "Labor/Management Conferences," employees shall, before leaving their work stations, give reasonable notice to, and receive approval from, their supervisor in order to remain in pay status. Supervisors shall approve the absence, except in emergency situations. All time off mentioned in this Article shall be subject to the approval of the Sheriff or his designee.

ARTICLE 14
SAFETY ISSUES

Section 1. Safety Committee.
The Sheriff or his designee shall meet with the Union to discuss safety issues.

The Sheriff or his designee shall meet a minimum of once a month with the Union Safety Committee, not to exceed three (3) members of the bargaining unit, 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 Business Manager of the Local Union.

Section 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.

Section 3. Inoculations.
All employees shall receive or have the option to refuse inoculations as recommended by the County Health Department. Those who refuse, shall sign a waiver of refusal for the Sheriff's records. These inoculations will be administered by the County Health Department at the County's expense. An employee may choose to receive the recommended inoculations by his own health care provider at his own expense but must provide the Sheriff or designee proof of all recommended inoculations received from said health care provider.

ARTICLE 15
TRAINING

Section 1. General Policy.
The Montgomery County Sheriff's Office is committed to the principle of training for all employees. Said training shall be arranged insofar as it does not adversely affect and interfere with the orderly performance and continuity of services within the Sheriff's Office. Training shall be scheduled by the Sheriff or his designee. Employees will attend training sessions as assigned by the Sheriff. The scheduling of training sessions

shall be done by the Sheriff on a reasonable basis, taking into consideration the work schedule of the employees.

The parties agree with the need to provide employees of the Telecommunicators Classification with the following training:

Telecommunications, Hazardous Material (Haz-Mat), Blood Borne Pathogens, Jail Officer Training, CPR, Matron, if required, to perform Jail Officer duties, Location and Use of all Medical, Fire and Safety Equipment, Emergency Evacuation Procedures, EMD/EPD/EFD Certification, LEADS, NIMS 700/100/200, Weather Spotting and Alerts, ILEAS and MABAS Emergency Management Systems.

The parties also agree with the need to provide employees of the Correctional Officers and Cooks Classification with the following training:

Basic First Aid, CPR, Blood Borne Pathogens, Syringe handling and disposal, Location and Use of all Medical, Fire and Safety Equipment, Emergency Evacuation Procedures

This training is to be made available to the employees and scheduled through the training committee.

Clerical Personnel shall be cross trained completely in all job requirements.

Section 2. Access.
The Sheriff shall generally encourage equal access to training opportunities to the extent that operational requirements of the Office permit. The Union shall be given an opportunity, upon request, to offer suggestions to the Sheriff on ways to improve access to training opportunities.

Section 3. Posting.
Upon receipt by the Sheriff of a notice of an acceptable school training program, it will be posted in the Sheriff's Office, giving the employees an opportunity to volunteer. Selection will be made taking into consideration those factors deemed appropriate, by the Sheriff, acting in the best interest of the Office.

Section 4. Costs.
Employees may attend training sessions on paid time only when specifically required by the Sheriff to attend a training session as a condition of employment. The Sheriff, in such instances, will continue the status quo of paying the costs of travel at the current County rate per mile and other expenses relating to training programs. Mileage reimbursement will be reimbursed from work or home whichever is closest to the training.

ARTICLE 16
SICK LEAVE

Each full-time employee shall be entitled to eight (8) hours of sick leave at the end of each month. Sick leave may be used for illness, disability or injury, including an employee's immediate family which consists of parents, spouse, children and step children. Sick time must be utilized in increments of a minimum of two (2) hour blocks. Correctional Officers and Telecommunicators must utilize a minimum of two (2) hours at either the beginning or the end of their shift. The employee on sick leave shall inform the Communications Center of the fact and the reason for use of sick leave as soon as possible. Failure to do so may be cause for denial of sick leave for the period of absence. All employees must call at least two (2) hours prior to the commencement of the shift on each day of sickness, unless hospitalized. Sick leave with pay for reasons of illness or injury shall be granted only after presentation of a written statement, if requested by the Sheriff, after three (3) days' absence, by a reputable physician, certifying that the employee's condition prevented him from performing the duties of his position. However, any employee using a sick day prior to, or the day after vacation leave, personal day or a compensatory day off may be required to provide a physician's statement certifying that the employee's condition prevented him from performing the duties of his position.

Part-time employees will not accrue sick leave.

Upon retirement or producing proof of receiving Social Security Disability benefits, employees shall be entitled to the following at that time:

SCHEDULE

Employers agree to buy back accumulated sick leave at the rate of fifteen dollars ($15) per day to a maximum of one thousand five-hundred dollars ($1500), or, at the option of the employee, rollover all accumulated day[s] up to a maximum of two-hundred forty (240) days into IMRF, except in case of discharge for just cause.

Employees who consistently abuse sick leave may be placed on mandatory documentation for a period of ninety (90) calendar days. Employees placed on this status must provide a doctor's excuse to use paid sick leave. Abuse shall be defined as a definite pattern established over at least a ninety (90) day period. Prior to being placed on mandatory documentation, the employee shall meet with the Employers.

ARTICLE 17
VACATION

Section 1. Duration.
Employees who have completed one (1) year of service with the Sheriff's Office shall receive eighty (80) working hours/ten (10) days of vacation with pay.

Employees who have completed five (5) years shall receive one hundred twenty (120) working hours/fifteen (15) days of vacation pay.

Employees who have completed ten (10) years shall receive one hundred sixty (160) working hours/twenty (20) days vacation with pay.

Employees who have completed twenty (20) years shall receive two hundred (200) working hours/twenty-five (25) days of vacation with pay.

For each year completed over twenty (20) years, employees shall receive one (1) day per year in addition to the days they currently receive, up to a maximum of thirty (30) days.

Vacation year shall be December 1st to November 30th. Full-time employees with less than one (1) year of service will have vacation pro-rated based on the fraction:

$$\frac{\text{Number of actual hours worked/year}}{\text{2080 hours}}$$

Section 2. Earned Vacation Time.
All vacation earned must be taken by full-time employees and no full-time employee shall be entitled to vacation pay in lieu of vacation except, however, any employee who has quit, been discharged or laid off shall be entitled to the vacation pay earned on a pro-rata basis. In the event that the operating needs of the Sheriff's Office prevents an employee from scheduling his earned time during the allotted time frame, he may:

(1) be allowed to sell back, at his option, a maximum of forty (40) hours / five (5) days of vacation time.

An Employee shall take all vacation time during the fiscal year after it is earned. There shall be no carry over of vacation time unless the operating needs prevent the scheduling of time off. In that event, the time shall be carried over into the next fiscal year to be taken off by January, but the Sheriff may authorize to March.

Section 3. Scheduling.

(1) Vacation scheduling for the vacation year (December 1st through November 30th) will be open for bidding starting November 1st and end on November 15th. Vacation scheduling will be conducted by a passed-around or posted form. The seniority vacation selection list shall be final as of November 15th or as soon as possible. Vacation requests submitted after November 15th shall be on a first-come, first-served basis, with seniority only considered in requests submitted on the same day and time.

(2) Employees will be granted vacation time in minimum increments of one (1) workday (eight {8} hours) or more. Seniority shall prevail for all vacation periods/days selected during the seniority scheduling period, except that a vacation period or time block of forty (40) hours or more will prevail over a request of less than forty (40) hours, regardless of seniority. A vacation period or time block shall be defined as a period of time involving consecutive workdays separated only by their connecting days off.

(3) Employees shall take all vacation time during the fiscal year after it is earned.

(4) When an employee schedules time off, the Sheriff agrees to give two (2) days' notice of the need to fill the vacant shift.

ARTICLE 18
HOLIDAYS

Employees shall observe all holidays published by the Chief Judge of the Circuit as observed by the Circuit and County employees.

All employees shall receive one shift's pay, as holiday recognition pay, for each recognized holiday, observed by the County. Employees who are scheduled to work on a recognized holiday will receive one and one half (1 ½) times their hourly rate of pay for all hours worked on the holiday in addition to their holiday recognition pay. An employee who works overtime on a holiday shall receive double (2) time for all hours worked over regular time and in addition to their holiday recognition pay.

All employees shall have the option of requesting either pay or compensatory time for those hours due and shall have the option of splitting these hours between compensatory and overtime pay.

For employees required to work shifts on a 24-hour, 7-days-per-week basis, when an actual holiday falls on a Saturday or Sunday and the observed recognized holiday falls on either the Friday before the holiday or the Monday after the holiday, employees will be paid in accordance with paragraph 2 of this Article.

Part-time employees shall be paid for OBSERVED holidays worked in the same way as full-time employees. Part-time employees will not be compensated in any manner for holidays on which such part-time employee does not work.

ARTICLE 19
FUNERAL AND PERSONAL LEAVE

Section 1. Bereavement Leave – Death in the Family.
The Employers agree to provide employees bereavement leave without loss of pay as a result of death in the immediate family, not to exceed three (3) consecutive regularly scheduled, working days.

Section 2. Definition of Family.
A member of the immediate family shall be defined as spouse, children, spouse of children, grandchildren, parents of both the employee and spouse, brothers and sisters of both the employee and spouse, and grandparents.

Section 3. Personal days.
Each non-probationary full-time employee is entitled to thirty-two (32) working hours for personal leave. Employees may request one personal day off per year upon giving the Employer a two (2) hour prior notice. Personal days may be used for reasons other than being sick or injured.

ARTICLE 20
UNIFORM ALLOWANCE

Section 1. Complete Uniforms.
The Employers agree to furnish appropriate uniforms for the Correctional Officers as follows:

Six (6) Pairs of Pants	Three (3) Winter Shirts	Three (3) Summer Shirts
Two (2) Badges	Three (3) Ties	One (1) Spring/Fall Jacket
Name Plate, Patches, etc.		

The Employer shall issue a check in the amount of ninety five ($95.00) dollars to the Correctional Officers, Maintenance Staff and Cooks covered by this Agreement for the purchase of a pair of shoes/boots to be used for working in their respective positions. This check shall be issued following the first pay period of December for each year of this Agreement.

The full-time Cook gets three (3) smock tops as needed.

The Employers agree to furnish the following items to the Telecommunicators, Secretary/Clerk, and Maintenance Employees: Five (5) short-sleeve "Polo" type shirts and Five (5) long-sleeve "Polo" type shirts. The shirts furnished will be selected by the Sheriff.

ARTICLE 21
WAGES

Section 1. Full-Time Employees
Effective December 1, 2011, employees in the Classifications listed below shall be paid in accordance with the following schedule. (Pension contribution amounts already deducted from amounts shown below.)

	12/01/11	12/01/12	12/01/13
Telecommunications Sgt.	$22.53	$22.50	$22.69
Dispatcher (Telecommunicator)	$22.24	$22.21	$22.40
Jailer (Correction Officer)	$22.24	$22.21	$22.40
Clerk	$20.56	$20.53	$20.71
Maintenance	$16.53	$16.50	$16.63
Cook Full-Time	$19.37	$19.34	$19.50
Cook Part-Time	$15.82	$15.79	$15.92
Dispatcher Part-Time (Telecommunicator)	$19.37	$19.34	$19.50
Jailer Part-Time (Correction Officer)	$20.94	$20.91	$21.09

The Employer agrees to maintain at least parity in wages, benefits and conditions with other Departments within the Sheriff's Office and employees covered under this Agreement.

Wages for employees hired after this Agreement is signed will be as follows and do not take into account any newly negotiated annual increase but any annual increase negotiated after 12/01/2013 will be applied to the applicable amounts:

NEW HIRES	New Hire Starting Wage is $3.50 less than 12/01/2011 and $0.03/hr. less for Pension	After 1 year add $1.00/hr Off Probation Less $0.03/hr less for Pension	2nd Year add $0.50/hr Less $0.03/hr for Pension	3rd Year add $0.50/hr Less $0.03/hr for Pension	4th Year add $0.50/hr Less $0.03/hr for Pension	5th Year add $0.50/hr Less $0.03/hr for Pension	6th Year add $0.50/hr Less $0.03/hr for Pension
TC Sgt.	$19.00	$19.97	$20.44	$20.91	$21.38	$21.85	$22.32
TC	$18.71	$19.68	$20.15	$20.62	$21.09	$21.56	$22.03
CO	$18.71	$19.68	$20.15	$20.62	$21.09	$21.56	$22.03
Clerk	$13.31	$14.28	$14.75	$15.22	$15.69	$16.16	$16.63
Maint.	$13.00	$13.97	$14.44	$14.91	$15.38	$15.84	$16.31
FT Cook	$13.31	$14.28	$14.75	$15.22	$15.69	$16.16	$16.63
PT Cook	$10.00	$10.97	$11.44	$11.91	$12.38	$12.85	$13.32
PT TC	$15.84	$16.81	$17.28	$17.75	$18.22	$18.69	$19.16
PT CO	$17.41	$18.38	$18.85	$19.32	$19.79	$20.26	$20.73

Per Union Retirement Program: Wage rates reflect a $0.03 per hour decrease for the Pension Fund for the first year and a $0.03 per hour decrease for the remaining years of this contract. Pension will increase at least 5% per year thereafter.

SHIFT DIFFERENTIAL:

All hours worked after 3:00 p.m. and before 7:00 a.m. shall receive:

- Second Shift: Twenty-five cents ($0.25) per hour shift differential.
- Third Shift: Twenty-five cents ($0.25) per hour shift differential.

PENSION:

All full-time employees and all part-time bargaining unit members who work one thousand (1000) hours or more during a fiscal year of the Pension Plan (October 1 through September 30) shall participate in the Central Laborers' Pension Fund at **sixty-three cents ($0.63) per hour** for the first year of the Agreement, **sixty-six cents ($0.66) per hour** for the second year of the Agreement and **sixty-nine cent ($0.69) per hour** for the third year as outlined in Article 23.

Section 2. Probationary Employees.

Probationary employees, full-time and part-time, will be paid at a rate of one dollar ($1.00) per hour less than the Wage Schedule in Section 1 of this Article during their probation period. Upon completion of the probationary period, such employees will be paid at the rate shown in Section 1 of this Article.

Section 3. Temporary Classification Reassignment.

When an employee is temporarily assigned to a Classification with a higher wage rate, the employee shall receive the higher wage rate. However, no wage rate reduction shall be suffered when assigned to a lower paying Classification.

ARTICLE 22
INSURANCE

Section 1. Liability Insurance.

The Employers agree to provide both personal and vehicle liability insurance policies for the protection of personnel covered by this Agreement while serving on duty. This insurance will include, but shall not be limited to, Civil Rights violations and false arrest.

Section 2. Medical Insurance.

Employees covered by this Agreement who elect to participate in the County Insurance Plan shall follow the conditions of the County's established schedule for Montgomery County Class 1. The current premiums are as follows:

Coverage	Rates as Of 12-01-2011	Effective 01-01-2013 New Monthly Rates
Single	$52.50	$80.09
Employee/Child	$210.00	$268.35
Employee/Spouse	$236.26	$294.61
Family	$472.50	$530.85

Changes to Health Plan Deductibles and Co-Pays:

Coverage	As of 09-01-2012	New Rates Effective 01-01-2013
Deductible Increase $150 (Single)	$1000.00	$1,150.00
Physician Co-Pay	$20.00	$25.00
Retail RX Formulary Co-Pay	$25.00	$30.00
Retail RX Non-Formulary Co-Pay	$40.00	$45.00
Mail Order RX Formulary Co-Pay	$50.00	$55.00
Mail Order RX Non-Formulary Co-Pay	$80.00	$85.00

During the term of this Agreement, if there are changes to the premium schedule listed above, the Union shall be given fifteen (15) days advance notice of any such changes and both parties agree to meet to re-negotiate these terms.

ARTICLE 23
CENTRAL LABORERS' PENSION FUND

Section 1. Pension Fund.
Commencing September 1, 2012, the Employers, the County Board of Montgomery County, and the Montgomery County Sheriff's Office, agree to make payments to the Central Laborers' Pension Fund, (Non-Construction Plan), and to be bound by the Central Laborer's Pension Fund Trust Agreement, including any amendments or changes thereto, and the Employers accept as Trustees those Trustees selected in the manner provided for in said Trust Agreement. The rate to be paid by the Employers to the Central Laborers' Pension Fund, for each employee covered by this Agreement, shall be as shown in the Central Laborers' Pension Fund Addendum attached hereto as Appendix "B".

(1) For the purposes of the Article, each hour worked for which the employee receives pay, and other hours for which the employee is entitled to receive pay in accordance with this Agreement shall be counted as an hour for which contributions are payable.

(2) Payments to the office of the aforesaid Plans and Funds shall be made by the Employers no later than the 15th day of the month next following the month for which payments are required.

(3) Contributions shall be paid on behalf of each applicable employee, starting with the employee's first day of employment in a job classification covered by this Agreement.

(4) The Employer hereby irrevocably designates, as its representatives on the Board of Trustees, such Trustees as are now serving or who will in the future serve as Employer Trustees, together with their successors. The Employers further agree to be bound by all actions taken by the Trustees pursuant to the Trust Agreement as heretofore and hereafter amended.

(5). All contributions shall be made at such time and in such manner as the Trustees require. The Trustees shall have the authority to have an accountant audit the payroll and wage records of the Employer, as set forth in the Trust Agreement, upon reasonable notice, for the purpose of determining the accuracy of the Employers' contributions to the Fund.

(6). If an Employer fails to make contributions within fifteen (15) days after the date required by the Trustees, the Union and/or the Trustees shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any other provision hereof to the contrary notwithstanding, and the Employers shall be liable for all costs for collection of the payments due, together with reasonable attorney's fees, and other such costs or charges as may be assessed by the Trustees pursuant to the Trust Agreement.

The Pension Fund adopted by the Trustees of said Fund shall, at all times, conform with the requirements of the Internal Revenue Code so as to enable the Employers at all times to treat contributions to the Fund as a deduction for income tax purposes.

ARTICLE 24
IMRF

The Employer shall continue to contribute, on behalf of the Employees, to the Illinois Municipal Retirement Fund in the amount the Employer is required to contribute by State Statute.

ARTICLE 25
SENIORITY AND THE EMPLOYMENT RELATIONSHIP

An employee's seniority consists of his continuous service with the Montgomery County Sheriff's Office from his most recent date of hire. An employee's seniority and his employment relationship with the Sheriff's Office shall terminate if the employee:

(1) quits;
(2) is discharged for cause;
(3) is absent for three (3) consecutive days without notifying the Sheriff's Office;
(4) is absent from work for more than one (1) month for any reason other than an approved leave of absence;
(5) does not return to work at the end of an approved leave of absence; or
(6) does not return to work within seven (7) days after being notified of a recall from layoff.

Section 1. All Full-Time Employees Covered by this Agreement.
ALL FULL-TIME EMPLOYEES COVERED BY THIS AGREEMENT shall have the right to bid, according to seniority within classifications, on shift assignments, all vacancies and new positions, if qualified. Employees may bid on all vacancies and new positions out of classification, if qualified. However, if an employee bids on a position out of his current classification, the employee will be considered based on his qualifications for the new position and, if selected, will be paid according to the pay schedule for the new position. Qualifications shall be determined by the Employers. Prior to filling shift assignments, vacancies and new positions, the Employers agree to post same for a period of five (5) days. See Appendix "B": SENIORITY LIST OF EMPLOYEES

(1). Employee shall select his shift assignments and days off within each classification based upon seniority. Shifts shall be bid annually on the first business day of October and conclude on October 15th of each year. When a bid for a shift is submitted, all following vacancies and bids will be conducted according to the Agreement.

(2). During shift assignment changes (barring manning shortages), employees shall not be permitted to work double shifts or more than six (6) consecutive days.

(3). Telecommunicator Shift Bidding: Within the Telecommunicator classification there shall be created two separate squads. Each of the two squads shall be comprised of the current members of the Office of the Sheriff in Squad A and the current members of the E-911 employees in Squad B and there will be NO crossover bidding among the two different squads until members of the respective squads have selected shifts within their squads. All unfilled shifts may then be available to all Telecommunicator employees based

upon seniority. Should a shift vacancy occur on either squad (A) or (B)and no one on that particular squad bids that shift vacancy, a person from the opposite squad may bid or fill that shift. However, they will remain on their original squad "list" for seniority.

Squad "A" by Seniority	***Squad "B" by Seniority***
Thompson	***Boyd***
Graden	***Shipman***
Lusk	***Allen***
Jeffers	

Section 2. Any Part-Time Employee Covered by this Agreement.
Any part-time employee who becomes employed as a full-time employee will begin his time of service and seniority on his date of hire for full-time employment. Such employee will also begin his/her probationary period on his date of hire for full-time employment.

Section 3. Lay-off and Recall.
If it is determined that layoffs are necessary within the classification groups covered by this Agreement, employees covered by this Agreement will be laid off as follows:

1. All probationary, part-time and temporary employees will be first laid off or terminated, as determined by the Employer.

2. If further reductions are necessary, employees shall be laid off in inverse order of their seniority, and according to their classification group. The groups covered by this Agreement are shown in Appendix "A"..

Employees who are laid off shall be placed on a recall list by their respective classification group for a period of twenty-four (24) months. If there is a recall, employees who are still on the recall list shall be recalled in reverse order of their layoff and within their job classification (i.e., the last one laid off shall be the first one recalled). A laid off employee is entitled to participate in training available during the term of the layoff at the expense of the employee.

Employees who are eligible for recall shall be given seven (7) calendar days notice of recall and notice of recall shall be sent to the employee by certified mail with a copy to the Union Representative.

The employee must notify the County of his intention to return to work within three (3) working days after receiving any actual notice of the recall (including notice by personal telephone call or otherwise).

The County shall be deemed to have fulfilled it's obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of each employee to provide the County with his latest mailing address.

If an employee fails to timely respond to a recall notice, his name shall be removed from the recall list. If the County has not heard from the employee within seven (7) calendar days of mailing a properly addressed notice of recall, the employee's name shall be removed from the recall list.

ARTICLE 26
MISCELLANEOUS

Section 1. Unpaid Leave of Absence.
An employee must take an unpaid leave of absence from the Sheriff's Office the day that such employee files papers with the appropriate authorities whereby the employee states the intent to seek the office of Sheriff.

Section 2. Mandated Meetings.
Employees covered by this Agreement required to attend meetings outside their regularly scheduled work hours shall be compensated at the time and one-half (1-1/2) rate for two (2) hours or actual time spent at the meeting, whichever is greater. Mileage reimbursement will be reimbursed from work or home whichever is closest to the training.

Section 3. Sub-Contracting.
In the event the Employers contract out or combine any services, all contractual obligations shall apply to the successors.

ARTICLE 27
TERM OF AGREEMENT

This Agreement shall be effective December 1, 2011 through 11:59 p.m. on November 30, 2014 and shall be automatically renewed from year to year thereafter, unless either party notifies the other in writing at least one hundred twenty (120) days prior to November 30, 2014 or the anniversary date of such yearly extension of a desire to amend it. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary date.

This Agreement shall remain in full force and effect during the period of the negotiation. The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, as amended (5 ILCS 315).

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

FOR THE EMPLOYER:

MONTOMGERY COUNTY, ILLINOIS

Montgomery County Board Chairman

12-11-12

Date

Sheriff, Montgomery County

12-11-12

Date

Clerk, Montgomery County

12-11-12

Date

Personnel Committee Chairman

12-11-2012

Date

FOR THE UNION:

LABORERS' LOCAL 773

Kevin L Starr, Business Manager

12-21-12

Date

The Southern and Central Illinois Laborers' District Council

Clint B. Taylor, Business Manager

12-21-12

Date

APPENDIX "A"
LOCAL 773 SENIORITY LIST

TELECOMMUNICATORS

Tamara Thompson	02/20/1990
Wilma Graden	06/12/2006
Elizabeth Lusk	12/26/2006
Amy Jeffers	06/01/2009
Edward Boyd	06/08/2010
Mary Shipman	06/08/2010
Shawn Allen	06/08/2010
Douglas White	01/25/2011
Shirlene Turner	04/25/2011
Jeffery Wilson	05/09/2011
Kimberley Aaron	10/10/2012
Daniel Rogers	10/12/2012

CORRECTIONAL OFFICERS

Douglas Meyer	09/09/2001
John Morrison	08/04/2002
David Stege	12/10/2005
James Stitt	01/03/2007
Lance Weitekamp	01/24/2011

OFFICE MANAGERS

Jamie Vazi-Huelson	06/05/2006
Betty Simmons	06/08/2010

COOK

Pamela Ott	02/20/1990

CUSTODIANS

Janice Wolfe	01/17/2007
Roy Wilson	05/19/2008

APPENDIX "B"
CENTRAL LABORERS' PENSION FUND

ADDENDUM

TO THE COLLECTIVE BARGAINING AGREEMENT

WHEREAS, the undersigned Laborers' Local Union #773 ("Union") and the undersigned Montgomery County, Illinois, and Montgomery County Sheriff ("Employer") have agreed to participate in the Central Laborers' Pension Fund's Non-Construction Plan for the purpose of providing retirement benefits for certain employees employed by the Employer who are covered by the collective bargaining agreement.

NOW THEREFORE, the undersigned Union and the undersigned Employer hereby agree as follows:

Section 1. Commencing **September 1, 2012**, the Employer agrees (i) to make payments to the Central Laborers' Pension Fund's Non-Construction Plan, (ii) to be bound by the Central Laborers' Pension Fund's Trust Agreement, including any amendments or changes thereto, and (iii) to accept as Trustees those Employer Trustees selected in the manner specified in said Trust Agreement.

Section 2. The Employer and Union agree to adopt the Preferred Schedule of the Pension Fund's Rehabilitation Plan (Dated January 16, 2012). Accordingly, Employer and Union agree as follows:

A. The rate to be paid by the Employer to the Pension Fund, for each employee covered by this agreement, shall be **sixty-six cents ($0.66)** per hour, for each hour that the employee receives pay or is entitled to receive pay pursuant to terms of the collective bargaining agreement. This rate shall be in effect from September 1, 2012 to November 30, 2013. For the remaining years of the collective bargaining agreement, the contribution rate to the Pension Fund shall be increased by five percent (5%) per year effective on each annual anniversary date of the collective bargaining agreement. The contribution rate shall be increased on each subsequent anniversary date according to the schedule delineated in the Preferred Schedule (Attachment A to the Rehabilitation Plan) for the duration of the collective bargaining agreement. The contribution rates for the duration of the collective bargaining agreement are set forth on **Exhibit 1** which is attached hereto.

B. The benefit changes, *i.e., the reduction of certain adjustable benefits*, described in the Preferred Schedule (Attachment A to the Rehabilitation Plan) are incorporated herein as if fully set forth in this Addendum.

C. The Rehabilitation Plan and the Preferred Schedule, as such may be amended from time to time (pursuant to applicable law and as deemed appropriate by the Pension Fund's Board of Trustees) are deemed to be part of this Addendum and are incorporated herein as if fully set forth herein.

Section 3. Payments to the office of the Pension Fund shall be made by the Employer no later than the 15th day of the month next following the month for which the payments are required. The payments to the Pension Fund shall be made payable to the "Central Laborers' Pension Fund" and shall be sent to **Central Laborers' Pension Fund, P.O. Box 1267, Jacksonville, Illinois 62651.**

Section 4. Contributions shall be paid on behalf of each applicable employee, starting with the employee's first day of employment in a job classification covered by this Agreement.

Section 5. The Employer hereby irrevocably designates as its representatives on the Board of Trustees such Trustees as are now serving or who will in the future serve as Employer Trustees, together with their successors. The Employer further agrees to be bound by all actions taken by the Board of Trustees pursuant to the Trust Agreements as heretofore and hereafter amended.

Section 6. All contributions shall be made at such time and in such manner, as the Trustees require. The Trustees shall have the authority to examine and audit the records of the Employer, as set forth in the Trust Agreements, upon reasonable notice for the purpose of determining the accuracy of the Employer's contributions to the Fund. If an Employer fails to make contributions within fifteen (15) days after the date required by the Trustees, the Union and/or the Trustees shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any other provision hereof to the contrary notwithstanding, and the Employer shall be liable for all costs for collection of the payments due, together with reasonable attorney's fees, and other such costs or charges as may be assessed by the Trustees pursuant to the Trust Agreement.

Section 7. The Pension Plan adopted by the Trustees of the Pension Fund shall at all times conform with the requirements of the Internal Revenue Code so as to enable the employer at all times to treat contributions to the Fund as a deduction for income tax purposes.

Section 8. The parties agree that this Addendum to the collective bargaining agreement shall be considered part of the collective bargaining agreement between the undersigned parties.

Section 9. The provisions of this Addendum shall supersede any inconsistent provision or provisions of the collective bargaining agreement.

ADDENDUM SIGNATURE PAGE

Montgomery County, Illinois, Montgomery County Sheriff's Office

By _____ Date 9-11-12

Laborers' International Union of North America
Southern and Central Illinois District Council

By _____ Date Sept 21 2012

Laborers' Local 773

By _____ Date 9-14-12

EXHIBIT 1

Beginning Date of Contract Year	Ending Date of Contract Year	Contribution Rate*
September 1, 2012	November 30, 2013	$0.66
December 1, 2013	November 30, 2014	$0.69
		$
		$
		$
		$

***As mandated by the Preferred Schedule to the Rehabilitation Plan, the contribution rate must increase at least 5% each year throughout the duration of the collective bargaining agreement.**

APPENDIX "C"
LABORERS' LOCAL 773

5102 Laborers' Way
Marion, Illinois 62959
(618) 993-5773
E-mail: laborer@local773.com

Affiliated with
THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA

CHECKOFF AUTHORIZATION AND ASSIGNMENT
MONTGOMERY COUNTY SHERIFF'S OFFICE

I,_____,(print name), do hereby assign to Local Union 773, Laborers' International Union of North America, AFL-CIO such amounts from my wages as shall be required to pay an amount equivalent to the initiation fees, readmission fees, membership dues, and assessments of the Local Union as may be established for its members from time to time. My Employer, including my present Employer and any future Employer, is hereby authorized to deduct amounts from my wages and pay the same to Local Union and/or its authorized representative, in accordance with the collective bargaining agreement in existence between the Union and my Employer.

This authorization shall become operative upon the effective date of each collective bargaining agreement entered into between my Employer and the Union.

This authorization shall be irrevocable for a period of one (1) year, or until termination of the collective bargaining agreement in existence between my Employer and the Union, whichever occurs sooner; and I agree and direct that this authorization shall be automatically renewed and shall be irrevocable for successive periods of one (1) year each, or for the period of any subsequent agreement between my Employer and the Union, whichever shall be shorter, unless written notice is given by me to my Employer and the Local Union not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective bargaining agreement between my Employer and the Union, whichever occurs sooner. Furthermore, this check off authorization shall continue in accordance with the above renewal and revocation provisions irrespective of my membership in the Union.

Union Dues and fees are not deductible as charitable contributions for federal income tax purposes. Local dues may qualify as business expenses, however, and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Service.

This assignment has been executed this _____ day of _____, _____.

_____
Phone Number | Employee Signature

_____
Date of Birth | Social Security Number

_____
Street

_____
City | State | Zip Code

_____
County | Email Address

_____
Initiation Fee | Date Employed | Dues