

Special  
WASHINGTON COUNTY BOARD MEETING  
Tuesday, December 22, 2020  
7:00 P.M.

(For Webex Meeting Information see below )

PRAYER AND PLEDGE  
CALL TO ORDER  
ROLL CALL  
ACKNOWLEDMENT OF GUESTS

1. F.O.P. Contract
2. Appointment Sheriff's Merit Commission
3. Personnel (Closed Session)
4. Vacation Pay (Closed Session)
5. Medical Leave Compensation (Closed Session)
6. Washington County/SWIMPAC Intergovernmental Agreement for Disaster Mitigation Grant
7. County Property Purchase

Join by meeting number  
Meeting number (access code): 126 006 8097  
Meeting password: 1234

To join from a mobile device (attendees only)  
+1-408-418-9388..1260068097#1234# United States Toll  
Some mobile devices may ask attendees to enter a numeric meeting password

Join by phone  
+1-408-418-9388 United States Toll

Join by video system, application or Skype for business  
Dial 1260068097@webex.com  
You can also dial 173.243.2.68 and enter your meeting number

**\*\*\*OPPORTUNITY FOR THE GENERAL PUBLIC TO ADDRESS THE BOARD\*\*\***

WASHINGTON COUNTY BOARD  
101 E. St. Louis St.  
Nashville, Illinois 62263

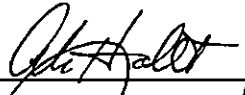


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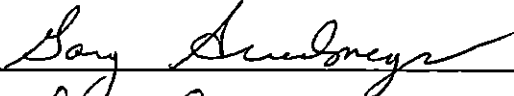
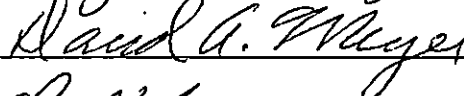

DEC 18 2020

Nancy Hesseman  
COUNTY CLERK  
WASHINGTON COUNTY, ILLINOIS

<u>District #1</u>	<u>District #2</u>	<u>District #3</u>
Eugene Lamczyk Jr.	Leo Barczewski	Douglas Bening
Kate Muentner	Alan Hohlt	Eric Brammeier
Dennis Shemonie	Dave Ibendahl	David Meyer – Chairman
Gary Suedmeyer – Vice-Chairman	Brian Klingenberg	Victor Shubert
Larry Unverfehrt	Rodney Small	Paul Todd

We the undersigned Board Members of the Washington County Board, pursuant to 55 ILCS 5/2-1002,  
Request that a special meeting of the board be held at the Washington County Courthouse, 101 E. St. Louis St.  
Nashville, IL. In the County Board Room on **Tuesday, December 22, 2020 at 7:00 p.m.**

**AGENDA:**

1. F.O.P. Contract
2. Appt. Sheriff's Merit Commission
3. Personal – Closed Session
4. Vacation Pay – Closed Session

5. MEDICAL LEAVE COMPENSATION  
(CLOSED SESSION)
6. WASH. CO / SIMAPC INTERGOV AGREEMENT  
FOR DISASTER MITIGATION GRANT
7. COUNTY PROPERTY PURCHASE

**OFFICIAL PROCEEDINGS**

**WASHINGTON COUNTY SPECIAL BOARD MEETING**

**DECEMBER 22, 2020**

The Special Meeting of the County Board of Washington County, Illinois was held at the Washington County Courthouse in Nashville, Illinois on December 22, 2020 for the purpose of transacting Special County business.

Present and presiding were Chairman Meyer and Nancy Heseman, County Clerk and Clerk of the Board.

Others present were, Dan Janowski, Matt Bierman and Sheriff Campbell. Present by phone were Felchlia, Nashville News, Okawville Times and Linda Tragesser.

Following the Lord's Prayer and the Pledge of Allegiance, Chairman Meyer called the meeting of the Washington County Board to order at 7:09 p.m.

Roll call was taken by Clerk Heseman with 13 members present. Those present in person were, Shubert, Suedmeyer, Small, Shemonic, Brammeier, Hohlt, Lamczyk, Klingenberg, Ibendahl, Unverfehrt and Meyer. Those present by phone were Todd and Muentner. Absent was Bening and Barczewski.

A motion was made by Brammeier to go into executive session under 2-C-2 negotiations, Suedmeyer added 2-C-1, employees and 2-C-5 real estate, requested the Sheriff, State's Attorney and Bierman to remain for the closed session, motion was seconded by Hohlt. Roll call vote was taken with 13 ayes. Entered into close session at 7:19 P.M.

Returned to open session at 7:46 P.m.

A motion was made by Brammeier and seconded by Klingenberg to accept the **FOP Contract** as presented. **(See Exhibit A)** Roll call vote was taken with 13 ayes and 0 nays. Motion carried.

**Sheriff Merit Board:**

Shubert brought before the Board the name of Jennifer- Clem-Pierce to replace the unexpired term of Dick Shew on the Sheriff Merit Board.

Jennifer – Clem - Pierce                      Sheriff Merit Board                      12/22/2020-08/01/2025

A motion was made by Shubert and seconded by Ibendahl to approve the appointment as presented. Motion carried.

**SWIMPAC Intergovernmental Agreement (See Exhibit B)** Tragesser addressed the Board explaining why the County needed this and this would be no cost to the County. This is a Pre-Disaster Litigation Plan to minimize damage that may occur if a disaster were to happen in the County. FEMA strongly urges the County to have this plan. This is not a duplication of any plan the County has at this time. A Motion was made by Shemonic and seconded by Hohlt to enter into this agreement as presented. Motion carried. Todd voting nay.

**Letter of Agreement with the Sheriff's Department (See Exhibit C)** Janowski explained this agreement deals with unused holiday hours for 2 deputies that were unable to take them. A motion was made by Small and seconded by Suedmeyer to approve the agreement. Motion carried.

**Memorandum of Understanding with Ambulance Department (See Exhibit D)** Janowski explained the memorandum of understanding is for 2 employees that were unable to take their Comp/holiday hours. A motion was made by Ibendahl and seconded by Lamczyk to approve the memorandum as presented. Motion carried.

Suedmeyer informed then Board he had nothing new to report on the County Property Purchase, maybe by the January Board meeting.

Chairman Meyer asked if the public would like to address the Board. No comments.

A motion was made by Hohlt and seconded by Todd to adjourn the meeting. Motion carried. The meeting of the Washington County Board adjourned at 8:05 P.M.

Nancy Heseman, Washington County Clerk and Clerk of the Board

# **ILLINOIS FOP LABOR COUNCIL**

---

and

## **COUNTY OF WASHINGTON/ WASHINGTON COUNTY SHERIFF**

**Unit A: Deputy Sheriff, Deputy Corporal and  
Deputy/Patrol Sergeant**

**Unit B: Correctional Officers, Jail Corporal  
and Jail Supervisor/Sergeant**

**December 1, 2019 – November 30, 2022**

Springfield - Phone: 217-698-9433 / Fax: 217-698-9487

Western Springs - Phone: 708-784-1010 / Fax: 708-784-0058

Web Address: [www.fop.org](http://www.fop.org)

24-hour Critical Incident Hot Line: 877-IFOP911



"A"

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## ARTICLE 1 – PREAMBLE

This Agreement is entered into by and between the County of Washington and the Sheriff of Washington County, (herein referred to as “EMPLOYER”), and the Illinois Fraternal Order of Police Labor Council (hereinafter 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 unit, and to make clear the basic terms upon which such relationships depend. It is the intent of both the Employer and the Union to work together to provide and maintain satisfactory terms and conditions of employment, and to prevent as well as to adjust misunderstandings and grievances relating to employees’ wages, hours and working conditions.

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

## ARTICLE 2 – 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 matters relating to wages, hours, and all other terms and conditions of employment of all officers in the bargaining unit. The bargaining unit shall include:

INCLUDED:

Unit A: All full-time sworn personnel in the ranks of Deputy Sheriff, Deputy Corporal and Deputy/Patrol Sergeant of the Sheriff’s Office of Washington County.

Unit B: All full-time correctional officers, Jail Corporal and Jail Supervisor/Sergeant of the Sheriff’s Office of Washington County.

EXCLUDED: Sheriff and all personnel defined in the Illinois Public Labor Relations Act, as amended, in the capacity of Managerial, Confidential, or Supervisory.

Except in emergencies or transfers with twenty-four (24) hours or less notice, employees included in Unit A shall not be pulled from their position for the purpose of completing Unit B work until and unless the work has first been offered to and refused by Unit B employees. Except in emergencies or transfers with twenty-four hours or less notice, Unit B employees shall not be pulled from their positions for the purpose of completing Unit A work until and unless the work has first been offered to and refused by Unit A employees. Management shall keep a record of efforts made to satisfy this requirement in case a dispute should arise.

## ARTICLE 3 - NON-DISCRIMINATION

### Section 3.1. Equal Employment Opportunity

The Employer will continue to provide equal employment opportunity for all officers,

and develop and apply equal employment practices.

### **Section 3.2. Non-Discrimination**

The Employer shall not discriminate against officers, and employment-related decisions will be based upon qualifications and predicted performance in a given position without regard to race, color, sex, age, religion, or national origin of the officer; nor shall the Employer or the Union discriminate against officers as a result of activities on behalf of the Union or membership in the Union, or the exercise of constitutional rights. The Employer agrees to comply with all applicable laws. Officers shall not be transferred, assigned, or re-assigned or have any of their duties changed for reasons prohibited by this Section.

### **Section 3.3. Use of Masculine Pronoun**

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

## **ARTICLE 4 - DUES DEDUCTION AND FAIR SHARE**

### **Section 4.1. Dues Deduction**

Upon receipt of a written and signed authorization form, attached hereto as Appendix D from an employee, the Employer shall deduct the amount of Union dues and initiation fee, if any, set forth in such form and any authorized increases therein, and shall remit such deductions monthly to the Illinois Fraternal Order of Police Labor Council at the address designated by the Union in accordance with the laws of the State of Illinois. The Union shall advise the Employer of any increases in dues, in writing, at least thirty (30) days prior to its effective date.

### **Section 4.2. Dues**

With respect to any officer on whose behalf the Employer receives written authorization in a form agreed upon by the Union and the Employer, the Employer shall deduct from the wages of the employee the dues and/or financial obligation uniformly required and shall forward the full amount to the Union by the tenth (10th) day of the month following the month in which the deductions are made. The amounts deducted shall be in accordance with the schedule to be submitted to the Employer by the Union. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer during the fifteen (15) day period prior to the expiration of this Agreement.

## **ARTICLE 5 - MANAGEMENT RIGHTS**

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

- a. to direct all operations of the County;
- b. to establish reasonable work rules and schedules of work;

- c. to hire or promote, transfer, schedule and assign employees in positions and to create, combine, and modify positions within the County;
- d. to suspend, discharge, and take other disciplinary action against employees for just cause under the established work rules and regulations of the Sheriff's Office, the provisions of this Agreement, and the rules and regulations of the Washington County Sheriff's Office Merit Commission;
- e. to lay off employees in accordance with Article 11;
- f. to maintain efficiency of County operations;
- g. to introduce new or improved methods or facilities;
- h. to change existing methods or facilities;
- i. to determine the kinds and amounts of services to be performed as pertains to County operations and the number and kind of classification to perform such services;
- j. to contract out for services in accordance with Article 10;
- k. to arrive at mutual aid agreements with other sheriffs' departments, police departments, or other government units;
- l. to determine the organization and operations of the Sheriff's Office;
- m. to determine and change the purpose, composition and function of each of its constituent departments and subdivisions;
- n. to set standards for services to be offered to the public;
- o. to determine the overall budget;
- p. to create an organizational structure;
- q. to determine the appropriate training and education for officers;
- r. to take whatever action is necessary to carry out the functions of the County and the Sheriff's Office in situations of emergency.
- s. to utilize the services of a Washington County Sheriff's Auxiliary to perform bargaining unit work. Work performed by auxiliary officers shall not reduce regular hours or benefits of employees covered by this Agreement; and,
- t. to utilize the services of short-term and part-time employees to perform bargaining unit work. Work performed by short-term/part-time employees shall not reduce regular hours or benefits of employees covered by this Agreement.

It is understood and agreed that any of the rights, powers, or authority the County had prior to the signing of this Agreement are retained by the County except those specifically abridged, granted, or modified by this Agreement. Nothing in this Agreement shall be construed to alter or amend the statutory authority granted to the Sheriff or the County under the laws of Illinois.

## **ARTICLE 6 - 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 whomever established.

### **Section 6.2. Resumption of Operations**

In the event of action prohibited by Section 6.1 above, the Union immediately shall disavow such action and request the officer 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 6.2 above, any agent or official of the Union who is an officer covered by this Agreement may be subject to the provisions of Section 6.4 below.

### **Section 6.4. Discipline of Strikers**

Any officer who violates the provisions of Section 6.1 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 6.1 above 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.

### **Section 6.5. Performance of Duty**

It is recognized that employees covered by this Agreement may be required in the line of duty to perform duties growing out of or connected with labor disputes which may arise within the County. The Union agrees that no disciplinary action or other action will be taken by the Union against any employee or employees covered by this Agreement by reason of any such action or conduct in the line of duty.

## **ARTICLE 7 - RESOLUTION OF IMPASSE**

The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, 5 ILCS 315/14, as amended, from time to time.

The Employer and Union agree that any arbitration hearings shall be held in Nashville, Illinois, unless both parties agree otherwise.

## **ARTICLE 8 - BILL OF RIGHTS**

### **Section 8.1. Interrogation of Officer**

If the inquiry, investigation, questioning or interrogation of a law enforcement officer could result in the recommendation of some action, such as transfer, suspension, dismissal, loss of pay, reassignment, or other similar action which would be considered a punitive measure, then, prior to conducting the inquiry, investigation, questioning or interrogation, the Employer shall follow the procedures set forth in 50 ILCS 725/1-7 et seq., the Illinois Peace Officers Disciplinary Act. The officer shall have the right to be represented at such inquiries, investigations, questioning or interrogations by a Union representative.

### **Section 8.2. Discipline Less Than Thirty Days**

In those disciplinary cases where the Sheriff anticipates imposing a suspension of thirty days or less, which the employee decides to appeal, the penalty shall not be imposed until such time as a decision has been rendered by the Merit Commission and/or an arbitrator as to whether there was just cause for the suspension.

### **Section 8.3. Pre-Disciplinary Meeting**

For all disciplinary cases, the Sheriff shall conduct a pre-disciplinary meeting during which the employee shall make a selection of which disciplinary forum will be utilized. At the pre-disciplinary meeting, the Sheriff shall provide copies of all pertinent documents in his possession at the time of the meeting and names of witness(s) related to the incident for which the employee is being disciplined. All discovery of materials to be used at the disciplinary proceeding shall be provided no later than 5 days prior to the hearing.

### **Section 8.4. Discipline in Excess of Thirty Days**

Where the Sheriff seeks a disciplinary suspension of more than thirty days, or seeks to terminate the employee, and the employee selects the Merit Commission as the forum for discipline, the Sheriff may place the deputy in unpaid status for a period not to exceed thirty days pending the Merit Commission hearing and disposition of the case. However, if the employee requests a continuance of the hearing, the unpaid status shall continue until the conclusion of the hearing and the Merit Commission renders a decision on the charges.

In the event the employee selects arbitration as the disciplinary forum the Sheriff shall determine the appropriate discipline up to and including discharge.

### **Section 8.5. Suspension Without Pay**

Suspension without pay shall not commence until the officer has received notice of and the basis for the charges, in writing at the pre-disciplinary meeting.

### **Section 8.6. Administrative Leave**

In the event the Sheriff relieves an employee from duty pending investigation of a complaint, they shall be placed on administrative leave with pay pending the pre-disciplinary meeting.

## **ARTICLE 9 - DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE**

### **Section 9.1. Definition of a Grievance**

A grievance is defined as any unresolved difference between the Employer and the Union or any employee covered by this Agreement 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 9.2. Dispute Resolution**

In the interest of resolving disputes at the earliest possible time, it is agreed that an attempt to resolve a dispute shall be made between the employee and his immediate supervisor.

The employee shall make his complaint to his immediate non-bargaining unit supervisor. This complaint shall be made within 10 working days of the date of the occurrence of the matter which is the subject of the dispute or within 10 working days when the employee first becomes aware of the occurrence of the matter which is the subject of the dispute. The supervisor will notify the employee of the decision within two working days following the day when the complaint was made. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances. In the event of a complaint, the employee shall first complete his assigned work task, and complain later, unless the employee reasonably believes that the assignment endangers his safety.

In the event of a dispute that affects more than one member, the Union may file a "bargaining unit" grievance, which shall be filed at step one of this procedure. Each time a subsequent event occurs with the same facts, additional grievances do not have to be filed, but instead, the Union will notice the Employer within ten (10) days of each subsequent occurrence.

### **Section 9.3. Representation**

Grievances may be processed by the Union on behalf of an employee or on behalf of a group of employees. The Employer may file contract grievances directly at Step 3, Section 8 of this Article. Both parties may have the grievant or one grievant representing group grievances 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 9.4. Subject Matter**

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

### **Section 9.5. Time Limitation**

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

The Employer's failure to respond within the time limits shall not find in favor of the grievant, but shall automatically advance the grievance to the next step, except step 3. Time limits may be extended by mutual agreement.

#### **Section 9.6. Grievance Processing**

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

#### **Section 9.7. Grievance Meetings**

Grievance meetings shall be held at a time and place mutually agreeable to both parties. In the event of a grievance, the employee shall first perform his assigned work task and file his grievance later.

#### **Section 9.8. Steps in Procedure**

Disputes arising under this Agreement shall be resolved as follows:

##### **Step 1**

If no agreement is reached between the employee and the supervisor, as provided for in Section 2-Dispute Resolution, the Union shall prepare a written grievance on a form mutually agreed to and presented to the Sheriff no later than ten (10) working days after the employee was notified of the decision of the supervisor. Within five (5) working days after the grievance has been submitted, the Sheriff shall meet with the grievant and the Union Rep 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 Rep within five (5) working days following the meeting.

##### **Step 2**

If the grievance is not settled at Step 1 the grievance may be referred in writing, within five (5) working days after the decision of the Sheriff, to the Washington County Board. Within thirty-one (31) working days after the grievance has been filed with the County Board the County Board or its representative shall meet with the Union and the grievant to discuss the grievance and make a good faith effort to resolve the grievance. The County Board or its representative shall respond in writing to the grievant and the Union within five (5) working 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 County Board's written decision or the expiration of the five (5) day period if the County Board fails to render a written decision. Within ten (10) working days after the matter has been submitted to arbitration, representatives of the Employer and Labor Council may select an arbitrator from a list of mutually agreed to arbitrators. If the parties are unable to agree to an arbitrator within ten (10) business days after said meeting, they shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. The parties shall alternately strike the arbitrators, one (1) name each. The party striking first shall be determined by a toss of the coin. The person whose name remains shall be the arbitrator. The arbitrator shall be notified of their selection by a joint letter by the Employer and Labor Council, requesting that they

set a time, place and date for the hearing, subject to the availability of the parties and/or their representatives and shall be notified of the issue where mutually agreed to by the parties.

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. If a joint statement of facts cannot be agreed upon, the parties shall submit a statement of agreed to and disputed facts and issues.

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 expenses of its witnesses.

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 arbitration and the cost of the hearing room shall be shared equally by the parties. Costs of arbitration shall include the Arbitrator's fees, room cost, and transcription costs. Nothing in this Article shall preclude the parties from agreeing to use expedited arbitration. 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(s) involved. The arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of the Agreement.

#### **ARTICLE 10 – SUBCONTRACTING**

It is the general policy of the employer to continue to utilize employees to perform work they are qualified to perform. However, the employer reserves the right to contract out any work it deems necessary in the interest of economy, improved work product, or emergency. Work performed through subcontracting will not reduce regular hours or benefits of employees covered by this Agreement.

#### **ARTICLE 11 - LAY-OFF**

Where there is an impending lay-off with respect to the officers in the bargaining unit, the Employer shall inform the Union in writing no later than thirty (30) days prior to such lay-off. The Employer will provide the Union with the names of the officers to be laid off prior to the lay-off. Temporary and part-time employees shall be laid off first, then non-merit officers shall be laid off in accordance with their seniority, then merit officers shall be laid off in accordance with their seniority. The officers with the least amount of seniority shall be laid off first. All officers shall receive notice in writing of the lay-off at least thirty (30) days in advance of the effective date of such lay-offs.

No employee will be hired to perform or permitted to perform those duties normally performed by an officer while any officer is on lay-off status.

Any officer who has been laid off shall be placed on the appropriate reinstatement list and shall be recalled on the basis of seniority in the Sheriff's Office.

## **ARTICLE 12 - MAINTENANCE OF STANDARDS**

All economic benefits, work practices, and standards of performance which are not set forth in this Agreement and are currently in effect shall continue and remain in effect for the term of this Agreement.

## **ARTICLE 13 - EMPLOYEE SECURITY AND PERSONNEL FILES**

### **Section 13.1. Just Cause Standard**

No officer covered by this Agreement shall be suspended, relieved from duty, disciplined in any manner, or separated without just cause.

### **Section 13.2. Personnel Files**

The Employer shall keep a central personnel file within the bargaining unit for each employee. The Employer is free to keep working files, but material not maintained in the central personnel file may not provide the basis for disciplinary or other action against an employee.

### **Section 13.3. Inspection**

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

- (a) Such inspection shall occur within a reasonable time period following receipt of the request;
- (b) The employee shall not be permitted to remove any part of the personnel file from the premises but may obtain copies of any information contained therein upon payment for the cost of copying;
- (c) Such inspection shall occur during daytime working hours Monday through Friday upon reasonable request;
- (d) Upon written authorization by the requesting employee, in cases where such employee has a written grievance pending, and is inspecting his file with respect to such grievance, that employee may have a representative of the Union present during such inspection and/or may designate in such written authorization that said representative may inspect his personnel file subject to the procedures contained in this Article;
- (e) Pre-employment information, such as reference reports, credit checks or information provided to the Employer with a specific request that it remain confidential, shall not be made part of the personnel file.

### **Section 13.4. Notification and Reply**

Employees shall be given immediate notice by the Employer when a formal, written warning or other disciplinary documentation is permanently placed in their personnel file. A copy of the written warning or disciplinary documentation shall be delivered to the employee, at which time the employee may prepare a written reply to the written warning or disciplinary documentation. The written reply shall be permanently attached to the written warning or other

disciplinary documentation prior to placement in the personnel file. Upon receipt of such copy, the employee shall acknowledge such receipt by initialing and dating the original.

#### **Section 13.5. Employee Additions to Personnel File**

An employee may submit without the necessity of supervisory approval, documents to become a permanent part of the personnel file. Such documents shall include, but not be limited to, certificates of special training, letters of commendation, documentation of accomplishment, or other material that would be favorable to the officer's interests.

### **ARTICLE 14 - HOURS AND OVERTIME**

#### **Section 14.1. Work Day and Work Week**

The normal tour of duty shall be defined as not to exceed one hundred twenty (120) hours in a twenty-one (21) day period. The normal workday shall be defined as eight (8) or ten (10) or twelve (12) consecutive hours. The definition of the normal work day and tour of duty may be changed by mutual agreement between the Employer and the Union.

All time worked in excess of the hours worked in the normal workday and the normal tour of duty shall be compensated as in Section 14.2.

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

#### **Section 14.2. Overtime Payment**

All overtime in excess of the hours required of an employee by reason of the employee's regular duty, whether of an emergency nature or of a non-emergency nature, shall receive one and one-half (1 1/2) times their actual hourly rate of pay for work performed in excess of hours in a given work day. Hours worked in this section and in Section 1 above include hours compensated for in furlough and holidays. Overtime rate shall be computed on the basis of completed fifteen (15) minute segments.

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

#### **Section 14.3. Call Back**

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

#### **Section 14.4. Court Time**

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

#### **Section 14.5. Overtime Assignment**

Voluntary overtime shifts shall be filled through a rotating list of full-time and part-time employees. Full-time employees shall be called in order of seniority when an overtime opportunity is available. The Employer may call part-time employees in whatever order they prefer. Full-time employees may submit a written request that they not be included in an overtime call-out list. If an employee, either full-time or part-time, accepts an overtime assignment, they would then rotate to the bottom of the voluntary call-out list. If a full-time or part-time employee refuses two consecutive opportunities, that will be recorded as a worked assignment and they will rotate to the bottom of the voluntary call-out list. A failure to reply within a reasonable time shall constitute a refusal. Inadvertent errors in the distribution of this overtime shall not be subject to the grievance procedure.

When no volunteers can be found to fill an overtime shift, the Employer shall attempt to fill the vacancy with a part-time employee. If the Employer is unable to fill the vacancy with a part-time employee, then for the purpose of filling the vacancy of a Unit B employee, the Employer shall order the least senior available employee in to fill the vacancy. For a vacancy of a Unit A employee, the forced overtime shall be done on a rotating basis based upon reverse seniority. Once an employee has been forced in, they would rotate to the bottom of this list.

### **ARTICLE 15 – INDEMNIFICATION**

#### **Section 15.1. Employer Responsibility**

The Employer shall be responsible for, hold officers harmless from and pay damages or moneys which may be adjudged, assessed or otherwise levied against any officer covered by this Agreement, as provided in Illinois Compiled Statutes.

#### **Section 15.2. Legal Representation**

Officers shall have legal representation provided by the Employer in any civil cause of action brought against an officer resulting from or arising out of the performance of duties, subject to Section 15.4 of this Article.

#### **Section 15.3. Cooperation**

Officers shall be required to cooperate with the Employer during the course of the investigation, administration or litigation of any claim arising under this Article, and comply with all requirements of Illinois Compiled Statutes.

#### **Section 15.4. Applicability**

The Employer will provide the protections set forth in Section 15.1 and Section 15.2 above, so long as the officer is acting within the scope of his employment and where the officer cooperates, as defined in Section 15.3, with the Employer in defense of the action or actions or claims. Acts of willful misconduct are not covered by this Article.

### **ARTICLE 16 – SENIORITY**

#### **Section 16.1. Definition of Seniority**

As used herein, the term “seniority” shall refer to and be defined as the total length of

service or employment covered by this Agreement from date of last hire. The Employer will determine and track Unit seniority within the department. Unit seniority shall be defined as total cumulative time spent in Unit A or Unit B, not in both. Unit seniority shall solely be utilized for purposes of shift bidding and vacation bidding within that unit. Unit seniority shall be utilized prospectively from the date of the ratification of the Collective Bargaining Agreement covering December 1, 2019 and forward.

**Section 16.2. Promotion**

Seniority shall be considered in the promotion of officers covered by this Agreement. All promotional examinations shall be job-related.

**Section 16.3. Seniority List**

The Employer and Union shall prepare a list setting forth the present seniority dates for all officers covered by this Agreement and shall become effective on or after the date of execution of this Agreement. Such lists shall finally resolve all questions of seniority affecting officers covered under this Agreement or employed at the time the Agreement becomes effective. Disputes as to seniority listing shall be resolved through the grievance procedure.

**Section 16.4. Personal Day Selection**

Any dispute within a job classification as to the selection of a personal day shall be resolved by seniority.

**Section 16.5. Termination of Seniority**

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

- a. quits; or
- b. is discharged for just cause; or
- c. is laid off pursuant to the provisions of the applicable agreement for a period of twenty-four (24) months; or
- d. accepts gainful employment while on an approved leave of absence from the Sheriff's Office; or
- e. is absent for two (2) consecutive scheduled work days without proper notification or authorization; or
- f. fails to inform the employer of his desire to return to work after a layoff within ten (10) days after receipt of notification of reemployment by certified mail. It shall be the responsibility of laid-off employees to keep employer notified of current address; or
- g. fails to return to work at the conclusion of an approved leave of absence for a period of three (3) consecutive days.

**Section 16.6. Seniority on Authorized Unpaid Leave**

Employees will not continue to accrue seniority credit for all time spent on authorized

unpaid leave of absence.

#### **Section 16.7. Shift Bidding**

Employees covered by this agreement shall select their shift assignments and days off on the basis of seniority. Shifts shall be bid every six (6) months, such changes to be effective on the first day of the first pay period in April or October of each year. The position of Sergeant shall be bid separately from deputies and correctional officers. No overtime obligation will result from such shift changes. Vacancies (whether caused by transfer, new hire, resignation, or other reasons) within the bargaining unit shall also be filled mid-year through such seniority bidding.

#### **Section 16.8. Exempt Position**

In the event a bargaining unit employee is promoted to the position of Chief Deputy, which is outside the bargaining unit, the employee shall maintain his/her seniority. Upon being removed from the exempt position, they shall return to the bargaining unit as long as the removal is not for just cause for a proper termination offense. Upon reentry to the bargaining unit, he/she will be placed at the appropriate position in the wage matrix matching their years of service.

### **ARTICLE 17 - F.O.P. REPRESENTATIVES**

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

Any employee chosen as a delegate to an F.O.P. State or National Conference will, upon written application approved by the Union and submitted to the Employer with at least fourteen (14) days' notice, be given a leave of absence without pay for the period of time required to attend such Conference. This period of time shall not exceed one (1) week. The employee may utilize existing vacation time in lieu of such unpaid leave, subject to scheduling requirements of the Sheriff's Office. Such requests shall not be unreasonably denied.

### **ARTICLE 18 - SAFETY ISSUES**

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 defect 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 said vehicle.

The Employer shall take all reasonable steps to protect employees during working hours in the performance of their duties. The Employer agrees to equip new marked police vehicles, and current marked vehicles which are to be kept longer than one year, with detention cages and provide shotgun mounts inside the front compartment of the vehicles.

A ballistic vest shall be issued to all officers. Ballistic vests shall be replaced by the Employer five years after being first placed in service.

## **ARTICLE 19 - BULLETIN BOARDS**

The Employer shall provide the Union with designated space for a bulletin board.

## **ARTICLE 20 - LEAVES OF ABSENCE**

### **Section 20.1. Bereavement Leave/Death in Family**

An employee shall be given, upon request, three (3) consecutive working days leave to bereave the loss or attend the service of the death of a parent, spouse, child, stepchild, brother, sister, step-brother, step-sister, mother-in-law, father-in-law, grandchild or grandparent of the employee. Pay will be based on the regular rate of pay to compensate for the actual time lost within the approved period. The employee should notify his immediate supervisor. Additional time off without pay may be granted to an employee who is unable to return to work after three (3) days.

### **Section 20.2.**

In the event of the death of a sister-in-law, brother-in-law, aunt or uncle of the employee, or the employee's spouse's grandparent, an employee will be permitted, upon request, one day off to attend the service. Pay for this day will be based on the regular rate to compensate for the actual time loss of one (1) day. Additional time off without pay may be granted to an employee requesting it.

**Section 2.03.** Employees may be required to present evidence of death, of the relationship of the deceased to him, or evidence of both before payment for time off may be allowed.

### **Section 20.4. Short Term Military Leave**

The Employer shall abide by all Illinois and Federal laws in regard to military leave.

### **Section 20.5. Injury Leave**

An officer who sustains injuries or illness arising out of and in the course of his employment shall be covered by the provisions of 5 ILCS 345/1 Illinois Compiled Statutes. 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 Department.

### **Section 20.6. Sick Leave**

All employees covered by this Agreement shall earn eighty (80) sick hours per year, accrued to a maximum of one thousand nine hundred and twenty (1920) hours. Any unused unpaid sick leave days may be utilized under the IMRF provisions for retirement purposes. Sick leave shall be taken only for bona fide illness or injury of the employee or a member of the employee's immediate family.

At the discretion of the Sheriff, officers may be required to furnish a physician's documentation if more than three consecutive sick days are used or if sick leave abuse is observed. Abuse of said leave shall subject the officer to disciplinary action.

In the event the employee has knowledge of illness that will prevent the employee from reporting for duty that will allow for at least 24-hour notification to the employer, they shall provide

the notice immediately. It is also encouraged for the employee to notify the employer at the earliest possible time of illness so the department may address the operational needs caused by the sick leave. In the event of a sudden illness or emergency, a minimum of two (2) hours notification prior to the start of the employee's shift shall be given to the extent practical.

**Section 20.7. Family Medical Leave Act**

Employees shall be granted leave consistent with the Federal Family Medical Leave Act and may utilize accrued sick days per year along with other accumulated time available for this purpose.

**Section 20.8. Maternity Leave**

Maternity leave shall be treated the same as illness and consistent with law.

**ARTICLE 21 - WAGE RATES**

**Section 21.1. Wage Rates**

Wage rates for the classifications covered by this Agreement appear in Appendix B.

Following hourly pay increases for Patrol and Corrections:

<u>12/1/19</u>	<u>12/1/20</u>	<u>12/1/21</u>
2.25%	2.5%	2.5%

**Section 21.2. Rank Differential**

Employees assigned to supervisory positions shall receive the following differentials applied to their base pay in each year of this Agreement as reflected below:

Corporal	\$750.00
Jail Supervisor/Sergeant:	\$1,700.00
Deputy/Patrol Sergeant:	\$2,250.00

Appointments to the position of Corporal shall be made by the Sheriff and corporals will serve at the will of the Sheriff.

Promotions to future positions of Jail Supervisor/Sergeant and Deputy/Patrol Sergeant will be made from the corporal position by the Sheriff.

**Section 21.3. Sergeant Position Probationary Period**

Sergeants shall serve a probationary period of twelve (12) months and removal from the sergeant's position after the probationary period shall be for just cause.

#### **Section 21.4. Corporal Position Probationary Period**

Corporals shall serve a probationary period of twelve (12) months and removal from the Corporal's position after the probationary period shall be for just cause.

### **ARTICLE 22 – HOLIDAYS**

#### **Section 22.1. Recognized Holidays**

The following shall be recognized and observed as paid holidays:

New Year's Day	Labor Day
Martin L. King's Birthday	Columbus Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Friday following Thanksgiving
Independence Day	Christmas Eve
Personal Day(s)*	Christmas Day

\* - Personal Day(s) - Sixteen (16) hours per year, credited on the day of hire, up to a total accumulation of twenty-four (24) hours. Employees shall be permitted to take accrued personal days at any time of the year. To the extent practical an employee taking a personal day shall provide the Employer with a minimum 24-hour notification. In the event of an emergency or sudden need, a minimum of two (2) hours notification prior to the start of the employee's work shift shall be given.

In addition to the above list, members of this bargaining unit will receive as holidays any days or portions of days designated as holidays by the Chairman of the Washington County Board or his designee.

#### **Section 22.2. Payment While Working on Holiday**

When an employee's regular workday falls on a holiday, he shall receive one and one-half ( $1\frac{1}{2}x$ ) time for all regularly scheduled hours worked on a holiday. Any overtime worked on such a regularly scheduled holiday shall be paid at the double time (2X) rate. When an employee is called in from his regular day off on a holiday, he/she shall be paid at the double time (2x) rate for all overtime hours worked on a holiday.

For the purposes of this Article, holiday pay shall be received by any officer whose workday begins during the twenty-four (24) hour period 0000-2359 hours of the holiday.

All employees will be credited with the annual holiday time on December 1, of each year. Employees shall be permitted to take holiday leave at any time of the year, with a ten-day notice and in any increment of time from one (1) day to the entire accrued credit, providing that doing so does not disrupt departmental scheduling. In the event of an emergency, the sheriff may allow an employee the use of holiday time with less than the ten-day notice. Accrued holiday leave will be taken in increments of no less than one (1) day. Employees with holiday leave scheduled off will not be bumped by senior employees giving 10-day notice after a work schedule is posted. Any employee who terminates their employment, who has taken holiday time off not yet earned, shall reimburse the Employer from their final check.

At the discretion of the Sheriff more than one employee in the same job classification may be allowed to use holiday leave concurrently, however, doing so will not create a precedent or nullify any provision of this section. If staffing allows, time off may be approved with less than ten-day notice.

At the option of the employees, with a thirty (30) day notice, they shall be allowed to sell back to the Employer up to forty (40) hours of holiday time in the first pay period after May 31, and an additional forty (40) hours in the last pay period in November, of each year of this Agreement. Employees should sell back unused holidays accrued in the first half of the year on May 31<sup>st</sup> and should sell back the remaining unused days not to exceed 40 hours in the last pay of November. Any holidays not used or sold back to the Employer will be forfeited at the end of the fiscal year.

#### **Section 22.3. Work Before or After Holiday Leave**

An employee using holiday leave must work the regularly scheduled workday immediately preceding an authorized day off and the regularly scheduled workday immediately following an authorized day off to receive pay for the holiday leave used.

### **ARTICLE 23 - CLOTHING MAINTENANCE ALLOWANCE**

#### **Section 23.1. Uniform and Equipment Issue**

The Employer shall provide the issue of all uniforms and equipment as listed in Appendix C.

#### **Section 23.2. New Uniforms**

In the event the Employer changes the type of uniform to be worn, it shall be responsible for the issue to all employees.

#### **Section 23.3. Detective Clothing Allowance**

Those employees who are assigned as Detective shall be provided a net annual stipend of \$300 for purchase of clothing suitable for the Detective assignment.

### **ARTICLE 24 – VACATIONS**

#### **Section 24.1. Schedule of Vacation Time Earned**

Officers shall accrue credit for vacations according to the following schedule:

<b><u>YEARS OF SERVICE COMPLETED</u></b>	<b><u>WEEKS OF VACATION EARNED</u></b>
One year	40 hours
Two years	80 hours
Eight years	120 hours
Sixteen years	160 hours

Officers shall be permitted to take accrued vacation leave at any time of the year with a ten-day notice and in any increment of time from one (1) day to the entire accrued credit, providing that doing so does not disrupt department scheduling. If staffing allows, employees may receive

time off with less than ten days' notice. In the event of an emergency the Sheriff may allow an employee the use of vacation time with less than the ten-day notice.

During the month of January of each year of this Agreement, employees shall be allowed to select up to a maximum of eighty (80) hours of vacation, in minimum blocks of five (5) working days or forty (40) hours, for the calendar year, with seniority being the deciding factor in the approval of said time.

After the selection of the priority vacation, any accrued vacation time due the employee shall be approved on a first come, first served basis. In the event of requests made for the same day, the date of the request shall determine the approval, if the requests are made on the same date, seniority shall determine approval.

#### **Section 24.2. Carry-Over of Vacation Credit**

Earned vacation time not taken by the end of the calendar year in which it was credited may be carried forward to the next year, for a maximum amount of two (2) weeks or ten (10) workdays. Any unused vacation time in excess of these limits will be forfeited, provided all employees shall be allowed sufficient time off in which to take their vacation when request is made to do so.

### **ARTICLE 25 – INSURANCE**

#### **Section 25.1. Health Insurance**

The County shall provide to the employees a health insurance plan equivalent to the coverage agreed to during the 2011 thru 2015 contract negotiations. As soon as is practical, but no later than February 1, 2012, the insurance deductible will be raised to \$2,500.00. The employee will be responsible for the first \$500.00 of the deductible; the county will reimburse the employee for the last \$2,000.00 of the deductible. Any increase in premium over \$550.00 per month will be split equally between the employer and the employee.

Employees shall complete and return all forms in a timely fashion so that the County may explore other bids for insurance. The parties agree that the insurance premium would cap at \$750.00 otherwise the deductible would increase as determined by a committee comprised of the County and the Union. The parties agree to establish a committee comprised of County and Union employees to allow employees to receive coverage yet allow the County to attempt to cut costs.

The employees agree to execute any release of information so that the County may verify with the insurance company, the service provider, or any other relevant party the amount of any deductibles paid.

The Employer shall provide the employee with reasonable affordable coverage. The Union and the County recognize that insurance costs are likely to increase over time and that the County may during the lifetime of this agreement find it to be in the best interests of the County to change the plan of insurance. Only in the event of a significant or substantial change in the plan would the duty to bargain arise.

The Employer agrees to meet with an employee insurance advisory committee, composed of one (1) member of each bargaining unit, their Union representative if desired and the authorized representative of the Employer, at dates mutually agreed to between April 1<sup>st</sup> and August 15<sup>th</sup> of each year of this Agreement.

The purpose of such meeting shall be to discuss insurance programs/options that will assist in cost containment. Such meetings shall be waived only by mutual written consent of the parties. The Employer will make all relevant information available and this committee will be empowered to research available hospitalization, dental, optical and other relevant plans provided by the Employer, comparing their costs and benefits.

The advisory committee shall recommend to the Employer possible implementation of any such alternative plans and cost containment measures. The Washington County Board shall have the final authority to approve/disapprove such recommendations by the advisory committee members.

Nothing in this Section shall preclude remaining County departments (i.e. highway dept., administration, etc.) from equal representation on such advisory committee so long as their departmental members do not exceed the number of bargaining unit(s) members represented on the advisory committee.

#### **Section 25.2. Dental & Vision Insurance**

The Employer shall provide Dental and Vision insurance at no cost to the employees covered by this Agreement. Dental and Vision insurance shall be made available for dependents at the cost of the employee.

### **ARTICLE 26 - GENERAL PROVISIONS**

#### **Section 26.1. FOP Representatives Visit**

Authorized representatives of the National or State Lodge 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.

#### **Section 26.2. Right To Examine Materials**

The Union or a representative shall have the right to examine time sheets and other records pertaining to the computation of compensation 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 26.3. Repair and Replace Personal Items**

The Employer agrees to repair or replace as necessary an officer's eye glasses, contact lenses, prescription sun glasses, and watches (replacement value of wristwatches up to a value of \$100.00) or other items of personal equipment, if such are damaged or broken in legitimate line-of-duty circumstances. Incident is to be documented with immediate supervisor.

#### **Section 26.4. Inoculation/Immunizations**

The Employer agrees to pay all expenses for inoculation or immunization shots for an officer and for members of an officer's family when such becomes necessary as a result of said employee's exposure to serious contagious diseases, such as hepatitis, excluding diseases such as influenza and the common cold, where said officer has been exposed to said disease in the line of duty.

#### **Section 26.5. Physical Fitness Testing**

There shall be no mandatory physical fitness testing of employees during the term of this Agreement.

### **ARTICLE 27 - DISCIPLINE AND DISCHARGE**

#### **Section 27.1. Discipline**

Discipline in the department shall be progressive and corrective, depending upon the circumstances of each offense, and shall be in all cases based on just cause. Employees shall be afforded all of the rights set forth in the Peace Officers' Disciplinary Act, 50 ILCS 725/1-7.

The Employer's agreement to use progressive and corrective disciplinary action does not prohibit the Employer in any case from imposing discipline which is commensurate with the severity of the offense. The parties understand that certain offenses, such as conviction of a felony, intentionally making a false statement on the application for employment, or failure to maintain any state mandated licensure and certifications, may result in immediate termination.

#### **Section 27.2. Types of Discipline/Review**

The Employer shall have the authority to discipline employees as set forth in Illinois Compiled Statutes and shall afford the employees those rights set forth therein and the following:

- a. discipline in the department shall be limited to oral reprimands, written reprimands, disciplinary suspensions and discharge;
- b. employees may elect to have their discipline cases reviewed by either the Washington County Sheriff's Office Merit Commission in accordance with the above cited statute and the currently existing rules and regulations of that body, or through the grievance procedure of this Agreement;
- c. in no event shall an employee be entitled to both a hearing before the Merit Commission and an arbitrator under the grievance procedure;
- d. individual employees may file grievances concerning discipline and present them to the employer and have them settled with the employer without the intervention of the Union, provided, that the Union shall be notified by the employer of any such grievance and shall be afforded the opportunity to be present at any conference concerning such grievances. Any resolution of such grievance filed by an individual employee shall be consistent with the Agreement;

- e. notwithstanding the right of individuals to file grievances and process them through Step 2 of the grievance procedure, only the Labor Council shall have the right to refer grievances to arbitration;
- f. not more than twenty (20) days after receipt of the employer's Step 2 response, the Labor Council shall have the right to refer any such discipline grievance to arbitration. If the Labor Council declines to refer the matter to arbitration, or if the employee elects on his own to request a hearing before the Merit Commission concerning the discipline, the employee shall file with the employer an election of forums for the discipline case, indicating which forum he has elected and waiving the right to seek arbitration. This choice shall be irrevocable. If the grievance is to be referred to arbitration, the notice of referral must be accompanied by a signed waiver of the employee's right to request a hearing before the Merit Commission. This election shall also be irrevocable. In no event shall an employee have the right to both a hearing before the Merit Commission and review by an arbitrator of the same discipline punishment.

Probationary Employees: New employees, part-time employees becoming full-time employees, or temporary employees becoming full-time employees, shall be employed as a full-time employee on a probationary basis for the first twelve months of employment. During the probationary period of twelve months, an employee may be discharged for any reason whatsoever without any recourse under this agreement, and, in particular, resort to the grievance procedure or binding arbitration. Probationary employees shall retain all contract rights, including that of grievance and arbitration, in those issues not directly referring to the discipline and/or discharge of a probationary employee.

## **ARTICLE 28 - SUBSTANCE ABUSE TESTING**

### **Section 28.1. Statement of County Policy**

It is the policy of the County of Washington that the public has the reasonable right to expect persons employed by the County to be free from the effects of drugs and alcohol. The County, as the employer, has the right to expect their employees to report for work fit and able for duty. The purposes of this policy shall be achieved in such a manner as to not violate any established rights of the officers.

### **Section 28.2. Prohibitions**

Officers shall be prohibited from:

- a. consuming or possessing illegal drugs at any time, or consuming or possessing alcohol at any time during the work day or anywhere on any County premises or job sites, including all County buildings, properties, vehicles and the officer's personal vehicle while engaged in County business, except as required in the line of duty;
- b. selling, purchasing or delivering any illegal substance at any time, except as required in the line of duty;
- c. being under the influence of alcohol or illegal drugs during the course of the work day;

- d. failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.
- e. It is agreed that there is zero tolerance for cannabis usage.

### **Section 28.3. Drug and Alcohol Testing Permitted**

Where the County has reasonable suspicions to believe that an officer is under the influence of alcohol or illegal drugs during the course of the work day, the County shall have the right to require the officer to submit to alcohol or drug testing as set forth in this Agreement. At the County's request, there shall be random or unit-wide testing of officers. The foregoing shall not limit the right of the County to conduct such test as it may deem appropriate for persons seeking employment as police officers prior to their date of hire.

### **Section 28.4. Order to Submit to Testing**

At the time an officer is ordered to submit to testing authorized by this Agreement, the County shall provide the officer with a written notice of the order, setting forth all of the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. The officer shall be permitted to consult with a representative of the FOP at the time the order is given. No questioning of the officer shall be conducted without first affording the officer the right to FOP representation and/or legal counsel. Refusal to submit to such testing may subject the employee to discipline, but the officer's taking of the test shall not be construed as a waiver of any objection or rights that he may have.

Any employee that is involved in an accident, while operating a county owned vehicle, shall submit to an immediate drug/alcohol test. Any injury that is labeled on the job, whether in a vehicle or not, will result in immediate drug/alcohol testing.

### **Section 28.5. Tests to be Conducted**

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

- a. use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);
- b. insure that the laboratory or facility selected conforms to all NIDA standards;
- c. establish a chain of custody procedure for both sample collection and testing that will insure the integrity of the identity of each sample and test result. No officer covered by this Agreement shall be permitted at any time to become a part of such chain of custody;
- d. collect a sufficient sample of the same bodily fluid or material from an officer to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the officer;
- e. collect samples in such a manner as to preserve the individual officer's right to privacy, insure a high degree of security for the sample and its freedom from adulteration. Officers shall not be witnessed by anyone while submitting a sample, except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where

there is reasonable belief that the officer has attempted to compromise the accuracy of the testing procedure;

- f. confirm any sample that test positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography, plus mass spectrometry or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug metabolites;
- g. provide the officer tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the officer's own choosing, at the officer's own expense; provided the officer notifies the Chief within seventy-two (72) hours of receiving the results of the tests;
- h. require that the laboratory or hospital facility report to the County that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the County inconsistent with the understandings expressed herein (e.g. billings for testing that reveal the nature or number of tests administered), the County will not use such information in any manner or forum adverse to the officer's interests;
- i. require that with regard to alcohol testing, for the purpose of determining whether the officer is under the influence of alcohol, test results that show an alcohol concentration of .02 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive (Note: the foregoing standard shall not preclude the County from attempting to show that test results between .01 and .02 demonstrate that the officer was under the influence, but the County shall bear the burden of proof in such cases;
- j. provide each officer tested with a copy of all information and reports received by the County in connection with the testing and the results;
- k. insure that no officer is the subject of any adverse employment action except emergency temporary reassignment with pay during the pendency of any testing procedure. Any such emergency reassignment shall be immediately discontinued in the event of a negative test result.

#### **Section 28.6. Right to Contest**

The FOP and/or the officer, with or without the FOP, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the grievance procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impair any legal rights that officers may have with regard to such testing. Officers retain any such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the FOP.

### **Section 28.7. Voluntary Requests for Assistance**

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

### **Section 28.8. Discipline**

In the first instance that an officer tests positive on both the initial and the confirmatory test for other than illegal drugs or is found to be under the influence of alcohol, and all officers who voluntarily seek assistance with drug and/or alcohol related problems, shall not be subject to any disciplinary or other adverse employment action by the County. In the first instance that officers test positive on both the initial and the confirmatory test for illegal drugs, they shall be subject to discipline up to and including discharge. The foregoing is conditioned upon:

- a. the officer agreeing to appropriate treatment as determined by an Illinois Licensed Evaluator;
- b. the officer discontinues his use of illegal drugs or abuse of alcohol;
- c. the officer completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve months;
- d. the officer agreeing to submit to random testing during hours of work during the period of "after-care";
- e. the officer agreeing to sign all relevant Releases of Information so that the Employer may present their concerns to the Evaluator, and so that the Employer may receive the evaluation, treatment verification, aftercare plan, and discharge summary.

Officers who do not agree to the foregoing, or who test positive a second or subsequent time for the presence of drugs or alcohol during the hours of work shall be subject to discipline, up to and including discharge.

The foregoing shall not be construed as an obligation on the part of the County to retain an officer on active status throughout the period of rehabilitation if it is appropriately determined that the officer's current use of alcohol or drugs prevents such individual from performing the duties of a police officer or whose continuance on active status would constitute a direct threat to the property or safety of others. Such officers shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence pending treatment. The foregoing shall not limit the County's right to discipline officers for misconduct provided such discipline shall not be increased or imposed due to alcohol or drug abuse.

Officers who are taking prescribed or over-the-counter medication that has adverse side effects which interfere with the officers' ability to perform his normal duties may be temporarily reassigned at the discretion of the Sheriff with pay to other more suitable police duties.

## **ARTICLE 29 - SAVINGS CLAUSE**

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

## **ARTICLE 30 - CANINE OFFICER**

### **Section 30.1. Care and Maintenance**

Any officer assigned as a canine officer shall be allotted one-half (1/2) hour per day at the straight time rate to cover the continued care, maintenance, and grooming of the dog. When the canine officer is on vacation and utilizes the option to board the dog under Section 30.6 below, he/she shall not receive one-half (1/2) hour of compensation time while on vacation. Where an officer assigned as Canine Officer is required to expend additional time outside his regularly scheduled duty hours in the care and maintenance of his assigned dog (i.e. veterinary visits etc.), he shall receive the appropriate rate of pay for such additional work, provided the officer obtains advance authorization before engaging in such additional work.

### **Section 30.2. Kennel and Equipment**

The Employer shall be responsible for providing a kennel at the assigned officer's residence for maintaining the dog and all required equipment to support and train the dog.

### **Section 30.3. Food and Medical Costs**

The Employer shall be responsible for all food and veterinary costs incurred by the dog.

### **Section 30.4. Liability**

The Employer shall maintain liability insurance and indemnify the officer for acts of the dog.

### **Section 30.5. Status Compensation**

The officer shall be compensated according to the appropriate provisions for Call-out and being placed on standby for any assignments made specific for the use of the dog.

### **Section 30.6. Boarding**

When any officer assigned to the Canine program is on vacation, at the officer's discretion, he may request the County to board the dog at the County's expense.

### **Section 30.7. Overtime Distribution**

The Employer may call in the Canine officer without being in violation of any provisions for "Overtime Distribution" as long as the service being performed requires the use of the Canine Unit (i.e. building search, vehicle search, drug searches or any other event whereby prudent law

enforcement practices recommend the use of a dog). The Canine Officer shall be eligible for other overtime opportunities pursuant to the overtime distribution provisions.

**Section 30.8. Damaged Clothing**

Any clothing damaged by the dog shall be replaced according to the provisions of Repair and Replace of this Agreement.

**Section 30.9. Training Days**

The Canine Officer may flex one (1) shift per month for the purpose of training the dog, as long as operations allow with the authorization of the Sheriff or his designee.

**ARTICLE 31 – DURATION**

**Section 31.1. Term of Agreement**

This Agreement shall be effective from December 1, 2019, and shall remain in full force and effect until November 30, 2022. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party no earlier than one hundred twenty (120) days preceding expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

**Section 31.2. Continuing Effect**

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

**Section 31.3. Reopener**

The parties agree that if either side decides to reopen negotiations, that party may so notify the other at least sixty (60) and no more than one hundred twenty (120) days prior to the termination date of the Agreement. In the event such notice to negotiate is given, then the parties shall attempt to meet not later than ten (10) days after the date of receipt of such notice, or at such reasonable times as are agreeable to both parties for the purpose of negotiation. All notices provided for in this Agreement shall be served on the other party by certified mail, return receipt requested. Any impasses at negotiations shall be resolved by the procedures of the Illinois Labor Relations Act.

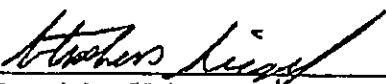
**SIGNATURES**

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this  
17<sup>th</sup> day of December 2020.

**FOR THE EMPLOYER:**

\_\_\_\_\_  
Chairman, Washington County Board  
Representative Washington County Board

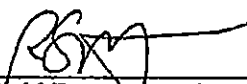
**FOR THE UNION:**

  
Bargaining Unit

  
Bargaining Unit Representative

  
Bargaining Unit Representative

  
Washington County Sheriff

  
Field Representative  
Illinois FOP Labor Council

(SEAL)

\_\_\_\_\_

## APPENDIX A – SENIORITY LIST

**EFFECTIVE 12/16/2020**

### **UNIT A: DEPUTIES**

NAME	DATE OF HIRE/FULL TIME	
J. KENNEDY	07/26/2004	937 W. Maple St., Nashville, IL 62263
D. BAUER	06/15/2006	7251 State Route 177, Okawville, IL 62271
C. CARROLL	03/30/2007	1325 W. Jefferson Ave., Nashville, IL 62263
S. MULLENIX	01/05/2014	476 E. D Ave., Radom, IL 62876
C. CAMPBELL	06/07/2015	789 W. Broadway St., Richview, IL 62877
C. MEYER (DEP:101918)	06/01/2017	11198 Elkendier School Rd., Nashville, IL 62263
K. CUMMINS	11/05/2018	322 N. Center St., Addieville, IL 62214
E. LISK (DEP:020720)	12/14/2018	272 N. Center St., Addieville, IL 62214
R. STYNINGER	02/07/2020	1693 W. Heathwood Dr., Nashville, IL 62263
N. KRUMMRICH (DEP:101620)	04/03/2020	742 E. Adams St., Nashville, IL 62263

### **UNIT B: CORRECTIONAL OFFICERS**

T. HALL	08/31/2008	74 W. St. Louis St., Hoyleton, IL 62803
J. PHILLIPS	06/08/2014	917 W. Lebanon St., Nashville, IL 62263
B. OSTENDORF	06/07/2015	632 S. Center St., Addieville, IL 62214
S. SIEGEL	06/19/2017	8914 Machine Shop Rd., Mascoutah, IL 62258
G. MAHAN	02/21/2020	800 E. Fulton St., Apt. 8, Marissa, IL 62257
C. S. CARROLL	04/03/2020	1325 W. Jefferson Ave., Nashville, IL 62263
C. HARRIS	09/18/2020	231 N. Bryan St., Nashville, IL 62263
D. SZOPINSKI	10/16/2020	915 E. St. Louis St., Nashville, IL 62263
T. EIGENRAUCH	11/27/2020	11480 Jefferson Rd., Addieville, IL 62214

### **PROMOTION DATE (RANK SENIORITY)**

	CORPORAL	SERGEANT	CHIEF DEPUTY
J. KENNEDY	[03/01/2007] 04/03/2020	[09/01/2009]	[12/11/2011-12/01/2019]
C. CARROLL	12/17/2012	04/21/2014	
D. BAUER	12/12/2011	11/23/2014	12/01/2019
C. CAMPBELL	[02/2017-2020]		
J. PHILLIPS	[05/03/2019]	[05/17/2019-Oct 2019]	
T. HALL-Road	[12/12/2018]	2019-[10/03/19]	
T. HALL-Jail	Oct 2019	2020 [03/26/2020]	

## APPENDIX B – WAGE RATES/LONGEVITY

### Patrol

Years of Service	12/1/2019	12/1/2020	12/1/2021
Start	Hourly \$21.45	Hourly \$21.99	Hourly \$22.54
Base	\$21.71	\$22.25	\$22.81
2	\$22.01	\$22.56	\$23.12
4	\$22.32	\$22.88	\$23.45
6	\$22.63	\$23.20	\$23.78
8	\$22.93	\$23.50	\$24.09
10	\$23.24	\$23.82	\$24.42
12	\$23.45	\$24.04	\$24.64
14	\$23.65	\$24.24	\$24.85
16	\$23.85	\$24.45	\$25.06
18	\$24.06	\$24.66	\$25.28
20	\$24.26	\$24.87	\$25.49
22	\$24.42	\$25.03	\$25.66
24	\$24.57	\$25.18	\$25.81
26	\$24.72	\$25.34	\$25.97
28	\$24.88	\$25.50	\$26.14
30	\$25.03	\$25.66	\$26.30

### Corrections

Years of Service	12/1/2019	12/1/2020	12/1/2021
Start	Hourly \$19.92	Hourly \$20.42	Hourly \$20.93
Base	\$20.17	\$20.67	\$21.19
2	\$20.48	\$20.99	\$21.51
4	\$20.79	\$21.31	\$21.84
6	\$21.09	\$21.62	\$22.16
8	\$21.40	\$21.94	\$22.49
10	\$21.71	\$22.25	\$22.81
12	\$21.91	\$22.46	\$23.02
14	\$22.12	\$22.67	\$23.24
16	\$22.32	\$22.88	\$23.45
18	\$22.53	\$23.09	\$23.67
20	\$22.73	\$23.30	\$23.88
22	\$22.88	\$23.45	\$24.04
24	\$23.04	\$23.62	\$24.21
26	\$23.19	\$23.77	\$24.36
28	\$23.34	\$23.92	\$24.52
30	\$23.50	\$24.09	\$24.69

## **APPENDIX C - UNIFORM ITEMS**

### **Section 1 Deputy Sheriff**

#### **Clothing:**

Long Sleeve Shirt (4)

Short Sleeve Shirt (4)

Trousers (4)

Clip on Tie (2)

Winter Coat/Jacket (1)

Footwear (1 pair)

Raincoat

Garrison Belt/Duty Belt: Components include

(1) Radio Carrier Leather or Nylon

(1) Double Magazine Pouch Leather or Nylon

(1) Handcuff Case Leather or Nylon (1 double or 2 single)

(1) Duty Belt Leather or Nylon

(4) Belt Keepers Leather or Nylon

(1) Holster Leather or Nylon (level 2 or higher for Department approved weapon)

(1) Pepper Spray Holder Leather or Nylon

(1) Expandable Baton Holder Leather or Nylon

(1) Expandable Baton (21" or larger)

(1) Key Holder Leather or Nylon

(2) Handcuffs

(1) O/C Pepper Spray

(1) Ballistic Vest

(1) Winter Fur Hat

(1) Campaign Hat

(1) Ball cap Style Hat

#### **Uniform Accessories:**

(2) Deputy Sheriff Badge

(2) Nameplate

(2) Collar Insignia or tape

(1) Tie Bar

(2) Rank Insignia

## **Section 2 Correction Officers**

### **Clothing:**

Short Sleeve (4)

Shirts Long (4)

Trousers (4)

Footwear (1 pair)

Winter Coat/Jacket

The following items to be made available at the Corrections facility for Correction Officers use when needed:

### **Rain Gear**

#### **Garrison/duty Belt:**

#### **Components include**

(1) Radio Carrier

(1) Handcuff case

(1) Duty Belt (inner/outer)

(1) Key Holder

(4) Belt Keepers

### **Uniform Accessories:**

(2) Correction Officer's Badges

Nameplate or Tape

Collar Insignia

Rank Insignia

Note: Issue amounts are one (1) unless otherwise noted.

With prior written approval of the Sheriff, or his designee, employees will be authorized to place orders for the replacement of uniform items contained in Appendix C with an approved vendor.

**APPENDIX D – DUES AUTHORIZATION FORM**

**ILLINOIS FRATERNAL ORDER OF POLICE  
LABOR COUNCIL  
974 CLOCK TOWER DRIVE  
SPRINGFIELD, ILLINOIS 62704**

I, \_\_\_\_\_ (insert your name), understand that under the U.S. Constitution I have a right not to belong to a union. By my signature I hereby waive this right and opt to join the IL FOP Labor Council.

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

Date: \_\_\_\_\_ Signed: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Personal E-mail: \_\_\_\_\_

Employment Start Date: \_\_\_\_\_

Title: \_\_\_\_\_

-----  
**Employer, please remit all dues deductions to:**

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

(217) 698-9433

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

Lodge No. / Year Grievance No. /

GRIEVANCE FORM  
(use additional sheets where necessary)



Date Filed: \_\_\_\_\_  
Department: \_\_\_\_\_

Grievant's Name: \_\_\_\_\_  
Last \_\_\_\_\_ First \_\_\_\_\_ M.I. \_\_\_\_\_

STEP ONE

Date of Incident or Date Knew of Facts Giving Rise to Grievance: \_\_\_\_\_  
Article(s) and Sections(s) of Contract Violated: \_\_\_\_\_  
Briefly state the facts: \_\_\_\_\_

Remedy Sought: \_\_\_\_\_

Given To: \_\_\_\_\_  
Date/Time: \_\_\_\_\_

Grievant's Signature \_\_\_\_\_  
FOF Representative Signature \_\_\_\_\_

EMPLOYER'S STEP ONE RESPONSE

Employer Representative Signature \_\_\_\_\_  
Date \_\_\_\_\_  
Position \_\_\_\_\_

STEP TWO

Reasons for Advancing Grievance: \_\_\_\_\_  
Given To: \_\_\_\_\_  
Date/Time: \_\_\_\_\_

Grievant's Signature \_\_\_\_\_  
FOF Representative Signature \_\_\_\_\_

EMPLOYER'S STEP TWO RESPONSE

Employer Representative Signature \_\_\_\_\_  
Date \_\_\_\_\_  
Position \_\_\_\_\_

Person to Whom Response Given

**STEP THREE**

Reasons for Advancing Grievance: \_\_\_\_\_

Given To: \_\_\_\_\_

Date/Time: \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
FOP Representative Signature

**EMPLOYER'S STEP THREE RESPONSE**

\_\_\_\_\_  
Employer Representative Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Person to Whom Response Given

\_\_\_\_\_  
Date

**STEP FOUR**

Reasons for Advancing Grievance: \_\_\_\_\_

Given To: \_\_\_\_\_

Date/Time: \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
FOP Representative Signature

**EMPLOYER'S STEP FOUR RESPONSE**

\_\_\_\_\_  
Employer Representative Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Person to Whom Response Given

\_\_\_\_\_  
Date

**REFERRAL TO ARBITRATION by Illinois FOP Labor Council**

\_\_\_\_\_  
Person to Whom Referral Given

\_\_\_\_\_  
Date

\_\_\_\_\_  
FOP Labor Council Representative



**SIGNATURES**

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this  
17<sup>th</sup> day of December 2020.

**FOR THE EMPLOYER:**

David A. Meyer  
Chairman, Washington County Board  
Representative Washington County Board

**FOR THE UNION:**

Harold King  
Bargaining Unit

Bruce Dwyer  
Bargaining Unit Representative

John Kennedy  
Bargaining Unit Representative

Lee Campbell  
Washington County Sheriff

RSK  
Field Representative  
Illinois FOP Labor Council

(SEAL)

Nancy Seeman

AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
SOUTHWESTERN ILLINOIS METROPOLITAN  
AND REGIONAL PLANNING COMMISSION  
AND  
THE COUNTY OF WASHINGTON, ILLINOIS

This Agreement is made and entered into by and between the Southwestern Illinois Metropolitan and Regional Planning Commission of 10025 Bunkum Road, Fairview Heights, Illinois 62208, hereinafter referred to as the "COMMISSION," and

The County of Washington, Illinois, 101 E. St. Louis Street, Nashville, Illinois, 62263, hereinafter referred to "COUNTY"

WITNESSETH:

WHEREAS, COMMISSION and COUNTY (collectively sometimes referred to herein as "Parties") are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) and are authorized by Section 3 of the Intergovernmental Cooperation Act (5 ILCS 220/3), and Article VII, Section 10 of the 1970 Constitution of the State of Illinois to enter into intergovernmental agreements of cooperation; and,

WHEREAS, the COMMISSION is authorized to provide planning, management, and technical assistance to local governments within its jurisdiction; and

WHEREAS, the COUNTY desires to engage the COMMISSION to undertake and perform the following services: to facilitate the project to complete the Washington County Multi-Hazard Mitigation Plan and to provide assistance in the administration of an Illinois Emergency Management Agency (IEMA) Grant Agreement in support of the State-Local Hazard Mitigation Grant Program; and

WHEREAS, the COMMISSION desires to provide the aforementioned services to the COUNTY pursuant to the terms and conditions contained herein; and

NOW, THEREFORE, for and in consideration of the foregoing and of the mutual promises hereinafter expressed and undertaken, the Parties hereto do mutually agree as follows:

**Section 1: Scope of Services**

The COMMISSION hereby agrees to provide, perform, or undertake the following: ("Scope of Services" or sometimes referred to herein as "Work").

- The COMMISSION will assist the COUNTY with facilitation and administration of the Illinois Emergency Management Agency (IEMA) Grant Agreement in support of the State-Local Hazard Mitigation Grant Program to complete the

County's Multi-Hazard Mitigation Plan. As such the COMMISSION agrees to provide the following services:

1. Assist the COUNTY with ensuring participation in the planning process from all incorporated jurisdictions in the County.
2. Assist the COUNTY in the scheduling and coordination of required meetings for the planning process and in helping to ensure public participation in the planning process.
3. Provide expertise, analyses, assistance with project management, and resources to the COUNTY as needed to assist with the completion of a multijurisdictional Multi-Hazard Mitigation Plan.
4. Assist the COUNTY as needed with the adoption and implementation of the plan

## **Section 2: Consultant Professional Services**

COMMISSION is employed to render professional services in relation to the Scope of Services only, and any payments made to COMMISSION are compensation solely for such services rendered and recommendations made in carrying out the Scope of Services. COMMISSION shall follow the standard of care applicable to the practice of the consulting profession to make findings, provide opinions, make factual presentations, and provide professional advice and recommendations. COMMISSION shall perform the Scope of Services in accordance with generally accepted standards and practices customarily utilized by competent governmental planning commissions in effect at the time COMMISSION'S services are rendered.

## **Section 3: Performance Period/Term**

The COMMISSION agrees to provide the services specified in Section 1 : Scope of Services hereof for the period starting on January and ending at such time as the COUNTY receives notification from the Illinois Emergency Management Agency (IEMA) that the grant has been successfully closed.

## **Section 4: Compensation and method of payment**

The COMMISSION shall be compensated for those services provided in Section 1 above, and the County shall pay the COMMISSION in accordance with invoices issued by the COMMISSION to the COUNTY.

The PARTIES hereto agree that the COMMISSION'S invoices will be: in the amount of **TEN THOUSAND (\$10,000)** in accordance with the schedule specified in Section 5 hereof and as follows

Project Activities including associated mileage	
at the current Federal Reimbursement rate	\$ 8,500
Grant Administration	\$ 1,500
Total	\$10,000

Total compensation due the COMMISSION for services provided in Section 1 and Section 2 above shall be paid by the COUNTYs in two installments according to the following schedule:

The first of two installments in the amount of FIVE THOUSAND 00/100 DOLLARS (\$5,000) is due within thirty (30) days of signing of this Contract. The second installment of FIVE THOUSAND 00/100 DOLLARS (\$5,000) is due July 1, 2021.

COUNTY shall pay the COMMISSION's invoices within thirty (30) days of the receipt of any invoices. Any invoices remaining outstanding after forty-five (45) days from the date of invoice shall incur interest charges at the rate of 1.5% per month. Any interest charges incurred shall not count towards calculating the Maximum Amount.

**Section 5.     Modification of Scope of Services After Substantial Performance.**

In the event that the COUNTY determines during the course of the COMMISSION'S performance of any portion of the Scope of Services hereunder, to modify the Scope of Services after such Scope of Services has been substantially completed by the COMMISSION, the COMMISSION shall make such changes in work product or services affected as the COUNTY shall notify it in writing to make, provided that the COMMISSION shall be entitled in each case to additional compensation, which compensation shall not be included in calculating the Maximum Amount as set forth in Section 4 or the Maximum Amount should be amended to reflect the modification(s). Any modification of the Scope of Services shall be agreed to in writing between the Parties before the COMMISSION is obligated to undertake any such modifications.

Substantial Performance shall be defined as follows: upon the successful close-out of the IEMA grant.

**Section 6.     Additional Services.**

The COMMISSION, upon written request by the COUNTY, may undertake to perform Additional Services that are beyond the Scope of Services contained in Section 1 hereof, and which are within the COMMISSION'S competence (the COMMISSION in its sole discretion determines its competence to provide Additional Services), provided that the specific terms of said Additional Services and the additional compensation to be paid to the COMMISSION for said Additional Services shall first be agreed upon in writing between the Parties.

Compensation paid to COMMISSION for Additional Services shall not be included in calculating the Maximum Amount as referred to in Section 4 unless this Agreement is amended to modify the Maximum Amount.

**Section 7.     Non-discrimination in employment.**

During the performance of work under this Agreement, the COMMISSION agrees to conform its employment policies and practices with all applicable requirements of the U.S. Civil Rights Act of 1964, as amended, and of the Illinois Fair Employment Practices Act, as amended, and of such other laws, regulations, or ordinances having jurisdiction over COMMISSION operations.

**Section 8. Workers' Compensation Insurance/Social Security and Taxes.**

The COMMISSION shall provide Workers' Compensation insurance where such is required through such procedures as the State of Illinois determines for the COMMISSION as a public body, and shall accept responsibility for the payment of unemployment insurance in such manner as the State of Illinois determines for it as a public body, and further assumes responsibility for payment of premiums for Workers' Compensation (as applicable) and social security (as applicable), as well as all income tax deductions and any other taxes or payroll deductions required by law for the COMMISSION'S employees who are performing services under this Agreement.

**Section 9. Authorized Agent.**

The Parties hereto agree that each of them respectively will designate a person in their respective employment to act as an Authorized Agent for the party with respect to the Work to be performed under this Agreement. The person so designated in each case shall have authority, within any limits defined by law, to represent the party in transmitting instructions or information to the other party, and to interpret and define policy and decisions of the respective party with respect to work under this Agreement.

The Parties hereto identify and designate the following person as its Authorized Agent and provides his/her respective contact information:

COMMISSION:

Kevin Terveer  
Executive Director  
Southwestern IL Metro & Regional Planning Commission  
618-344-4250, ext 108 (phone)  
kterveer@simapc.com (e-mail)

COUNTY:

David Meyer  
Chairman  
Washington County Board  
\_\_\_\_ (phone)  
\_\_\_\_ (e-mail)

Either party may change its Authorized Agent listed in this Section 9 upon written notification to the other party at the address indicated in the introductory paragraph contained on page 1 of this Agreement. Written notification must be given three (3) business days in advance of any change of Authorized Agent.

**Section 10. Successors and Assigns.**

Each of the Parties hereto hereby binds itself, its successors, assigns and/or legal representatives to the other party and to such other party's successors, assigns, and/or legal representatives in respect to all terms and conditions of this Agreement.

#### **Section 11. Assignability.**

Neither the COMMISSION nor the COUNTY shall assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the other party; provided, however, that claims for money due or to become due to the COMMISSION from the COUNTY under this Agreement may be assigned to a bank, trust company, other financial institution, attorney, or collection agency without such prior approval. Notice of any such assignment or transfer, however, shall be furnished to the COUNTY.

#### **Section 12. Suspension of Work.**

COUNTY may suspend, in writing, all or a portion of the COMMISSION'S Work, upon twenty-one (21) days written notice sent via certified mail (return receipt) to the COMMISSION. COMMISSION may request that its Work be suspended upon twenty-one (21) days written notice sent via certified mail (return receipt) to COUNTY of circumstances that are interfering with the normal progress of its Work. In addition, the COMMISSION may suspend its Work in the event COUNTY does not pay any invoice when due. The Performance Period/Term (Section 3) shall be extended by the number of days suspended. If a period of suspension exceeds 90 days, the COMMISSION is granted the option to terminate this Agreement pursuant to Section 13.

#### **Section 13. Cancellation/Termination.**

Either Party to this Agreement may terminate the Agreement, with or without cause, by providing written notice delivered either by certified mail (return receipt) or hand delivery to the party's Authorized Agent identified in Section 9 above, specifying the effective date of termination to the other party, which shall be at least thirty (30) days in advance of said effective date of termination. In the event of termination, the COMMISSION shall be paid an amount which bears the same ratio to total compensation under Section 4 hereof as the services actually performed as of the date of effective termination bear to the total services contemplated under Section 1 hereof. Further, in the event of termination, the COMMISSION shall be under no obligation or requirement to discontinue active work on services under this Agreement until written notice to terminate is received as contemplated hereunder, and the Parties mutually agree that the COMMISSION shall be entitled to payment for all services actually performed through the date of effective termination as defined herein, notwithstanding that the COMMISSION may have received verbal notice of the COUNTY'S intent to terminate.

#### **Section 14. Default.**

If the COUNTY fails to pay for services rendered and billed by the COMMISSION as set forth in Section 4 above, or any failure by the COUNTY to provide any additional information, documentation, or the COUNTY'S failure to take action in furtherance of the Scope of Services, or any Additional Services as agreed to between the Parties herein, shall constitute a default by the COUNTY.

In the event of default by COUNTY, the COMMISSION, in addition to any and all legal and equitable remedies it may have, shall have the following remedies:

- a. At any time after default, declare this Agreement terminated upon immediate notice to the COUNTY; and
- b. COUNTY shall immediately be liable to the COMMISSION for any and all sums of compensation currently due and owing as of the time of default and for any services and materials that have been provide by the COMMISSION at the time of default; and
- c. COMMISSION shall retain all work product, i.e., drawings, plans, reports, or other documents or materials produced by the COMMISSION under this Agreement.

**Section 15. Title to Work Product.**

It is mutually agreed by and between the Parties that any and all original drawings, plans, reports, or other documents or materials produced under this Agreement for the use or benefit of the COUNTY shall not become the property of the COUNTY unless and until all fees, charges, or compensation due the COMMISSION for services or otherwise performed under the terms of this Agreement shall first have been paid, or arrangements satisfactory to the COMMISSION securing the payment thereof shall have been made by the COUNTY.

COMMISSION may retain reproducible copies of all original drawings, plans, reports, or other documents or materials produced under this Agreement.

COUNTY hereby releases COMMISSION from all damages, claims, and losses arising out of any use of any drawings, plans, reports, or other documents or materials produced under this Agreement by COUNTY. COUNTY further agrees that it will not hereafter disseminate any of such original drawings, plans, reports, or other documents or materials produced under this Agreement or copies thereof for use by other parties. Nothing stated herein shall prevent the COMMISSION from using its copies of any such documents in connection with rendering professional services to others provided that in so doing no confidential information of COUNTY is disclosed to such other client or any other party.

COMMISSION agrees that any electronic documents provided to the COMMISSION by the COUNTY for the COMMISSION'S use in providing work pursuant to the Scope of Services herein belong and remain the property of the COUNTY. The COMMISSION will not disseminate any such documents to third parties without the COUNTY'S written approval and will not make use of any such documents in connection with rendering professional services relative to the scope of services for other clients.

#### **Section 16. Resolution of Disagreement.**

It is mutually agreed by and between the Parties that any disagreements or discrepancies arising out of or in any way related to Work contemplated or completed pursuant to this Agreement, or in any way related to the terms of this Agreement, however, specifically excepting therefrom any action to enforce compliance with any term or condition of this Agreement, including the term/condition to pay for services provided in Section 4, shall first be in good faith resolved through discussion between the Parties, and, if that is not successful, the Parties agree to resolve such matters through submission of the dispute to a three-member body to be composed of two representatives chosen unilaterally, one by the COMMISSION and one by the COUNTY, both of which shall be a currently licensed attorney admitted to practice in the State of Illinois, and a third member to be chosen mutually and together by the two members so unilaterally chosen, who shall also be a currently licensed attorney admitted to practice in the State of Illinois or an expert in the field of those types of services being provided pursuant to this Agreement, as identified in Section 1 above. Each party shall pay for the cost and expense of their respective unilaterally selected member, and the cost and expense of the third member shall be split equally (50/50) between the Parties. It is mutually agreed that an attempt under this provision will be made in all cases prior to resorting to filing a court action between the Parties, excepting therefrom any action to enforce compliance with any term or condition of this Agreement, including the term/condition to pay for services provided in Section 4. Venue for any litigation or cause of action to be filed arising out of this Agreement shall be that of St. Clair County, Illinois.

In the event either party brings any action in court against the other party pursuant to the terms of this Agreement, the non-prevailing party in such action shall pay to the prevailing party all costs and expenses incurred by such prevailing party in bringing and prosecuting or defending such action, including reasonable attorney fees.

#### **Section 17. Conflict of Interest.**

No officer or employee of the COMMISSION having any direct responsibilities in the approval or execution of this Agreement, shall participate in any decision relating to this Agreement which affects his/her personal interest or the interest of any corporation, partnership, or association in which he/she is, directly or indirectly interested, or have any interest, direct or indirect, in this Agreement or the proceeds thereof.

#### **Section 18. General Provisions.**

- a. **Breach Waiver:** No waiver by either party hereto of any breach of any term, condition or agreement herein contained shall operate as a permanent waiver of such term, condition, or agreement itself, or any subsequent breach thereof. In addition, no endorsement or statement on any check, draft or letter accompany a check or draft for payment of any sums due to COMMISSION pursuant to this Agreement shall be deemed an accord and satisfaction, and COMMISSION may accept such check, draft, or payment without prejudice to COMMISSION's

right to recover the balance of such monies owed or to pursue any other remedy provided in this Agreement.

- b. **Independent Contractor:** COMMISSION shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to establish COMMISSION or any of its employees as the agent, employee, or representative of COUNTY, except that the Scope of Services described herein may include having employees of COMMISSION serve as a representative of COUNTY during this project.
- c. **Entirety of Agreement:** This Agreement and any exhibits thereto represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- d. **Amendments:** Any amendments to this Agreement, from time to time, which are mutually agreed upon by and between the Parties to this Agreement shall be incorporated by written instrument, and effective when executed and signed by all Parties to this Agreement.
- e. **Applicable Law:** The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Illinois. The courts of the State of Illinois shall have jurisdiction over any action arising out of this Agreement and the Parties, and the venue shall be the Circuit Court of St. Clair County, Illinois.
- f. **Interpretation:** Both Parties to this Agreement have participated fully in negotiation and preparation hereof; and, accordingly, this Agreement shall not be more strictly construed against any one of the Parties.
- g. **Exclusivity:** The Parties agree that this is not an exclusive service agreement. COMMISSION may provide similar services to other entities; provided that COMMISSION must at all times fulfill the obligations and duties and meet the standards established in this Agreement.
- h. **Severability:** To the maximum extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by, or held to be invalid under applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this Agreement.
- i. **Third Party Beneficiary Rights:** The Parties hereto do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Agreement shall not be construed so as to create such status.

- j. **Section Headings:** The section headings contained in this Agreement are for convenient reference only and shall not in any way affect the meaning or interpretation hereof.

**Section 19. Signatures and Further Assurances.**

In witness whereof, the Parties to this Agreement through their duly authorized representatives have executed this Agreement on the days and dates set out below, and certify that they have read, understood, agreed to the terms and conditions of this Agreement as set forth herein, and represent by their signature that they have the full authority to execute the same on behalf of their respective boards/corporate authorities. Further, each of the Parties hereto expressly agrees to execute such other and further instruments, documentation, and to perform such acts as may be necessary or convenient to effectuate the purposes of this Agreement.

**IN WITNESS WHEREOF**, the Parties hereunto have caused this Agreement to be execute the day and year last executed below.

ATTEST:

SOUTHWESTERN ILLINOIS METROPOLITAN  
AND REGIONAL PLANNING COMMISSION

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date  
KEVIN TERVEER, Executive Director

ATTEST:

Nancy Heseman  
Witness

WASHINGTON COUNTY, ILLINOIS

David R. Meyer Date Dec 22  
DAVID MEYER, Board Chairman 2020

## Proposal :Washington County

# Multi-Jurisdictional Multi-Hazard Mitigation Plan



## Letter Agreement

By and Between

Scott Mullenix, Keith Cummins & The County of Washington/ Washington County Sheriff

### Issue: Excess Holiday Hours for Deputies

As a result of the Covid-19 pandemic combined with limited manpower at the Washington County Sheriff's Department, Deputies Mullenix and Cummins have been unable to utilize the holiday hours credited to them for the period from December 1, 2019, to November 30, 2020. Without an agreement between the parties, Deputies Mullenix and Cummins would forfeit any holiday hours that were not used or sold back to the County in accordance with the provisions of Section 22.2 of the Collective Bargaining Agreement as of November 30, 2020. The parties hereto agree that Deputies Mullenix and Cummins shall be paid for the unused holiday hours.

The County and Deputies Mullenix and Cummins agree that the number of holiday hours each is being paid for and the amount being paid are as follows:

Deputy Scott Mullenix	52 hours	\$ 1,150.76
Deputy Keith Cummins	48 hours	\$ 1,033.44

The County and Deputies Mullenix and Cummins agree that this Letter Agreement applies only to this limited circumstance and shall have no precedential effect. This Letter Agreement shall in no way be considered to constitute past practice by the County. This Letter Agreement shall become effective upon execution by all parties.

BY: David A. Meyer  
David A. Meyer,  
Chairman of the County Board

BY: Len Campbell  
Len Campbell,  
Washington County Sheriff

Date: Dec 23, 2020

Date: 12/22/2020

BY: Scott Mullenix  
Deputy Scott Mullenix

BY: Keith Cummins  
Deputy Keith Cummins

Date: Dec 23, 2020

Date: 12/23/20

"C"

## Memorandum of Understanding

By and Between

I.B.E.W. Local 702 & The County of Washington, Washington County Clerk, Treasurer,  
State's Attorney, Supervisor of Assessments and Sheriff

### Issue: Excess Comp/Holiday Hours for Paramedics

As a result of the Covid-19 pandemic combined with limited manpower at the Washington County Ambulance Department, certain Ambulance Department Paramedics have been unable to utilize the comp/holiday hours credited to them for the period from January 1, 2020, to December 31, 2020. Without an agreement between the parties, these comp/holiday hours not used would be forfeited by the Paramedics otherwise entitled thereto as of December 31, 2020. In this limited circumstance, the parties hereto agree that the Paramedics so affected shall be paid for the unused comp/holiday hours.

The County and the I.B.E.W. Local 702 agree that the affected Paramedics, the number of comp/holiday hours each is being paid for and the amount being paid are as follows:

Carl Adams	8 hours	\$ 108.48
James Hodge	24 hours	\$ 361.44

The County and the I.B.E.W. Local 702 further agree that this Memorandum of Understanding applies only to this limited circumstance and shall have no precedential effect. This agreement shall in no way be considered to constitute past practice by the County. This Memorandum shall become effective upon execution by both parties.

BY: David A. Meyer  
Chairman of the County Board

BY: \_\_\_\_\_  
Field Representative

Date: Dec 28, 2020

Date: \_\_\_\_\_

"D"