AGREEMENT

Between

HAMILTON COUNTY BOARD/HAMILTON COUNTY SHERIFF (DEPUTIES)

And

LABORERS' INTERNATIONAL UNION OF NORTH AMERICA,

DOWNSTATE ILLINOIS LABORERS' DISTRICT COUNCIL, LABORERS' LOCAL 1197

December 01, 2025 through November 30th, 2028

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PREAMBLE

WHEREAS, the Hamilton County Board recognizes the practice and procedure of collective bargaining as a fair and orderly conduct of relations with employees, insofar such practices and procedures do not interfere with the County's right and constitutional obligation to operate those offices affected in an efficient manner for the purposes of best serving the residents of the County, and to make clear all basic terms upon which such relationship depends; and,

WHEREAS, it is the intent and purpose of the parties to set forth herein their entire agreement covering rates of pay, wages, hours of employment, and to provide the procedure for the prompt and peaceful resolution of grievances respecting the terms of this Agreement;

NOW, BE IT RESOLVED, in consideration of the mutual promises and agreements herein contained, the parties do mutually promise and agree as follows:

AGREEMENT

This Agreement is entered into by and between the Laborers' International Union of North America, Downstate Illinois Laborers' District Council and Laborers' Local 1197 (hereinafter referred to as the "Union") and the County Board of Hamilton County, Illinois, Elective Office Holder and/or appointed Department Head (hereinafter referred to as the "Employer").

ARTICLE 1
RECOGNITION: NEW CLASSIFICATIONS

Section 1. Recognition

The Employer recognizes the Laborers' International Union of North America as the sole and Exclusive Bargaining Representative in all matters concerning and pertaining to rates of pay, salaries, hours of employment and other conditions of employment for the following employees employed by Hamilton County, as certified by the Illinois State Labor Relations Board and amended hereafter:

Included: All full-time and permanent part-time deputy sheriffs, school resource officers, as defined in Article 13, Section 12 of this agreement.

Excluded: All other Hamilton County employees, all elected officials, supervisory, confidential, and managerial employees defined by the Act; and all other individuals excluded pursuant to the Act.

Where other employees were historically excluded but are eligible under the Illinois Public Labor Relations Act and may only appropriately be represented in a bargaining unit or where a new classification is instituted, the parties agree to either jointly or separately petition the State Labor Relations Board to seek the necessary classification.

Section 2. New Classifications

The Employer shall notify the Union within twenty-five (25) days of its decision to implement any and all new classifications pertaining to work of a nature performed by employees with the bargaining unit. If the new classification is a successor title to a classification covered by this Agreement, or whose duties are similar to other bargaining unit employees, and the Union notifies the Employer of a desire to meet within ten (10) days of its receipt of the Employer's notice, the parties will then meet to review the proposed classification and, if unable to reach agreement as to its inclusion or exclusion from the unit, shall submit the question to the 3rd step of the grievance procedure. However, the Employer is free to assign a temporary rate pending the resolution of any negotiations or grievance procedures.

In the event an arbitrator is assessing reasonableness of the proposed salary grade, he shall consider:

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

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

(c) Significant differences in working conditions to comparable position classifications. Upon installation of the new position classification, the filling of such position classification shall be in accordance with the posting procedures of this Agreement.

ARTICLE 2
MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the Employer retains traditional right to operate the County, as well as those rights enumerated within the Illinois Public Labor Relations Act. Such management rights include, but are not exclusive of, the following:

(a) to plan, direct, control and determine all operations and services of the County;

(b) to supervise and direct employees;

(c) to establish the qualification for employment and to employ employees;
(d) to establish reasonable work rules and work schedules and assign such;

(e) to hire, promote, transfer, schedule and assign employees in positions and to create, combine, modify and eliminate positions within the County, including the right to employ temporary or seasonal employees, except in departments where a seniority employee is on layoff, for periods not to exceed three (3) months and who shall not accrue seniority as defined in Article 13, Section 1.

(f) to suspend, discharge and take other disciplinary action against employees for just cause (probationary employees without cause);

(g) to establish reasonable work and productivity standards and, from time to time, amend such standards;

(h) to lay off employees;

(i) to maintain efficiency of County operations and services;

(j) to determine the methods, means, organization, and number of personnel by which such operations and services shall be provided;

(k) to take whatever action is necessary to comply with State and/or Federal law;

(l) to change or eliminate methods, equipment and facilities for the improvement of operations;

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

(n) to determine the methods, means and personnel by which operations are to be conducted; and

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

ARTICLE 3
UNION RIGHTS

Section 1. Union Access

One (1) Union representative or his designee shall have access to the premises of the Employer in order to help resolve a serious dispute or issue. In order to receive access, such representative must provide notice to the Employer and make necessary arrangements not to disrupt the employees. Permission must be given by the Employer prior to entering the work premises.

Section 2. No Solicitations

The Union or representative designee, regardless if such person is an employee, shall not solicit with employees during working hours while on duty and must restrict such Union related activity to employee's non-working hours. Such conduct shall not disturb the work of employees who may otherwise be working.

Section 3. Union Officials

The Union shall provide written notice to the Employer with ten (10) working days following election or appointment of Local Union Representatives.

Section 4. Leave Without Pay to Attend Union Meetings

A maximum of one (1) employee may request a leave of absence without pay to attend Union meetings, so long as it does not unreasonably interfere with the Employer operations. Such request must be in writing at least five (5) days prior to the requested leave of absence and shall not be compensated by the Employer.

Section 5. Required Union Activity

Employees shall be allowed necessary and reasonable time during working hours to attend grievance hearings, labor/management and other committee meetings, and other necessary and reasonable activities so long as they have been established by this Agreement, and/or other meetings called or agreed to by the Employer if said employees are entitled or required to attend such by virtue of their status as grievants or witnesses thereto, or as designated representatives of the union requested to assist such grievants during appropriate grievance procedures.

Section 6. Bulletin Boards

The Employer shall make available space on bulletin boards for the posting of official Union notices of a non-political, non-inflammatory nature. The Union shall limit the posting of notices to such bulletin boards

ARTICLE 4
UNION SECURITY

Section 1. Membership Dues Check-Off

Upon receipt of written authorization by the employee, submitted on a form provided by the Union, the Employer shall deduct from each employee's paycheck such Union dues, voluntary benefit programs and Union assessments which have been certified by the Union in writing to the Employer. Such deductions shall continue until the employee revokes his written authorization in the same manner as it was initially given or until the termination date of this Agreement. The amount of deductions provided for herein shall be remitted to the Union on a monthly basis, accompanied by a listing of the employee, his social security number and the specific deductions and amounts for each.

The dues authorization to be signed by the employees will be attached to this Agreement as Appendix "A".

Section 2. Indemnification

The Union shall indemnify, defend and hold the Employer harmless against any claim, demands, suit or liability arising from any action taken by the Employer in complying with this Article.

Section 3. Appeal Procedures

The Union agrees to provide fair share payers with appeal procedures in accordance with applicable law.

ARTICLE 5
NON-DISCRIMINATION

Section 1. Prohibition Against Discrimination

The Employer and the Union shall not discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws regarding race, age, disability, sex, religion, national origin, or politics.

Section 2. Union Activity/Membership

The Employer and the Union agree that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by the Illinois Public Labor Relations Act or by this Agreement, on account of their membership or status in, or lawful activities on behalf of the Union. The Employer, Union and this Agreement shall not infringe on the freedom guaranteed by the Illinois Public Labor Relations Act, of employees to become or not become members of the Union.

Section 3. Gender Clause

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

ARTICLE 6
NO STRIKE AND NO LOCKOUT

Section 1. No Strike/Slowdown

During the term of this Agreement, neither the Union nor any officers, agents, designees or employees of the Employer shall instigate, promote, sponsor, engage in, or condone any strike (including sympathy strike), slowdown, concerted stoppage of work, or any other intentional disruption of the operations of the Employer, regardless of the reasons for doing so.

Section 2. No Lockout

During the term of this Agreement, the Employer shall not instigate a lockout over a dispute with the Union so long as there is not breach of Section 1.

Section 3. Union Responsibility

Upon written notice by the Employer to the Union that certain members/employees are engaged in a violation of this Article, the Union shall immediately, in writing, order such members to return to work, provide Employer a copy of such, and the bargaining agent of the Union shall promptly and publicly order them to return to work and do whatever acts reasonably necessary to secure their immediate return to work.

Section 4. Penalties

Any employee engaging in activity prohibited by this Article, or who instigates or gives leadership to such activity, shall be subject to immediate discharge or discipline by the Employer, including loss of compensation, vacation benefits, holiday pay and any and all seniority rights accrued pursuant to this Agreement. In any arbitration proceeding pursuant to a breach of this Article, the sole and exclusive question for an arbitrator to determine is whether the employee engaged in activity prohibited by this Article.

In addition to penalties provided herein, the Employer may, without objection by the Union, enforce any other legal rights and remedies entitled by law.

ARTICLE 7
LABOR/MANAGEMENT MEETINGS

The Employer representative for each bargaining unit shall meet on an as- needed basis with a Union Committee composed of three (3) bargaining unit employees selected by the Union to discuss and resolve problems of mutual concern.

The meetings shall be scheduled at a time, place and date mutually agreed upon but shall be conducted on the premises and during working hours without loss of pay, and may not be used for campaign or solicitation purposes by the Union.

ARTICLE 8
WORK SAFETY

Section 1. Compliance With Laws

In order to maintain safe working conditions, the Employer shall comply with all laws applicable to its operations concerning the safety of employees covered by this Agreement. All such employees shall comply with all safety rules and regulations established by their supervisors and subject to disciplinary action for violations there from.

Section 2. Unsafe Conditions

Employees who reasonably and justifiably believe that their safety and health are in danger due to an alleged unsafe working condition or equipment, shall immediately inform their supervisors who shall have the responsibility to determine what action, if any, should be taken, including whether or not the job should be discontinued.

Section 3. Safety Grievance

A grievance involving an alleged violation of this Article shall be submitted directly to Step 2 of the Grievance Procedure and a grievance hearing shall be promptly scheduled.

Section 4. Safety Meetings

There shall be established a joint Safety and Health Committee that shall regularly meet for the purpose of identifying and correcting unsafe or unhealthy working conditions. This Committee may, but need not, consist of the same members as the Labor/Management Committee and may, but need not, meet at the same time as the Labor/Management Committee.

Section 5. Ballistic Vests

A ballistic vest shall be issued to all officers. The ballistic vest is to be of a standard threat level, no less than 2-A. Vests will be replaced when the recommended life

span of each vest expires, or when the vest becomes damaged to the point it is no longer safe to use.

When the employee is due to have a vest replaced and the employer has none available, the Employer will contribute the full amount toward the purchase of a new vest that has been approved by the Sheriff. If an employee chooses he may pay additional monies to purchase the vest of his choice, however he agrees that if he leaves employment with the County, the vest remains the property of the County.

All officers shall be required to wear such vest at all times when he is on duty, with the exception of those occasions designated by the Sheriff or Chief Deputy.

ARTICLE 9
PERSONNEL FILES

Section 1. Personnel Files

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

Section 2. Inspection

Upon written 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 no longer than seven (7) days following receipt of request;

(b) Such inspection may occur during employees' working hours upon reasonable written request;

(c) The employee shall not be permitted to remove any part of the personnel file from the premises but may obtain copies of any information contained therein upon reasonable payment for the cost of copying;

(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 the personnel file subject to the procedures contained in this Article;

(e) If an employee disagrees with any information contained in the personnel file, the employee may submit a written statement of his position which shall become an integral part of that portion of the file over which disagreement exists, until such portion is permanently removed from such file;

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

Section 3. Notification

Affected employees and the Union shall be given notice by the Employer when any disciplinary documentation is placed in their personnel file.

ARTICLE 10
EMPLOYEE DISCIPLINE

Section 1. Employee Discipline

The Employer shall not discipline or discharge any post-probationary employee without just cause and shall not harass or discriminate against employees who grieve disciplinary actions imposed. The Employer further agrees that disciplinary action shall be in a timely (not to exceed forty-five (45) days after the incident given rise to such disciplinary action) fashion and shall recognize only that disciplinary action appropriately documented and filed in the employee's central personnel files and not other working files maintained by other management staff.

Section 2. Corrective Discipline

The Employer agrees with the tenets of progressive and corrective discipline and that it shall be imposed only for just cause. Discipline may be imposed pursuant to the following progressive steps of priority:

(1) Oral warning with documentation of such filed in the employee's central personnel file;

(2) Written reprimand with copy of such maintained in the employee's central personnel file;

(3) Suspension without pay with documentation of such maintained in the employee's central personnel file; and,

(4) Discharge with documentation of such maintained in the employee's central personnel file.

Prior to actual imposition of any discipline, above oral reprimand, the employee should be afforded an opportunity to discuss his views concerning the conduct causing such disciplinary action. Such discussion should take place as soon as practicable and not be unduly or unreasonably delayed, and the employee should be informed clearly and concisely of the basis for such action. Furthermore, the County will advise the employee that he has the right to Union representation during any such discussion. Once the employee has requested Union representation, the County will not proceed with the discussion until the Union representative is present and has had the opportunity to meet with the employee.

An employee shall not be demoted for disciplinary reasons. However, the employee shall be restored to his original position retroactively, without any benefit or seniority loss, if subsequent grievance procedures result in the determination that such disciplinary action was not for just cause and shall be extricated from the employee's central personnel files and records.

Section 3. Manner of Discipline

The Employer shall do whatever acts necessary and reasonable, when imposing disciplinary action or counseling an employee, in order to avoid unnecessary embarrassment to the employee.

Section 4 Notice of Discipline

In the event disciplinary action is taken against an employee, the Employer shall promptly furnish written notice to the employee and the Union which shall clearly and concisely state the reasons for such discipline. Copy of such written notice shall be maintained in the employee's central personnel file.

Section 5. Removal of Discipline

Any written disciplinary notices in an employee's central personnel file shall not be used as evidence before an arbitrator if there has been no recurrence of the type or kind of conduct giving rise to the warning after one (1) year.

Section 6. Bill of Rights

The Employer agrees to abide by the terms of the Uniform Peace Officers' Disciplinary Act (50 ILCS 725/1 et. seq) as amended.

ARTICLE 11
GREIVANCE PROCEDURE

"Grievance": "Working Days" Defined

A "grievance" is defined as any meritorious difference, complaint or dispute between the Employer and the Union or any employee regarding the application,

meaning or interpretation of the express provisions contained within this Agreement. This grievance procedure is subject to and shall not conflict with any provisions of the Illinois Public Labor Relations Act.

For purposes of this Article, "working days" shall not include weekend days and holidays recognized under the terms of this Agreement.

Section 2. Representation

Grievances may be processed by the Union on behalf of any employee or group of employees covered by this Agreement. However, grievances may be filed on behalf of two (2) or more employees only if the same facts, issues and requested remedy apply to all employees within the represented group.

Either party may have the grievant or one (1) grievant representing a group of grievants present at any step of the grievance procedure. An employee is entitled to Union representation at each and every step of the grievance procedure.

Section 3. Subject Matter

Only one (1) subject matter shall be covered in any one (1) grievance. In order to constitute a recognizable grievance, each written grievance shall contain a statement of the grievant's allegation, specifying the Article and Section within this Agreement which is alleged to have been violated, the date of the alleged violation, the remedy being sought, and shall be signed by the grievant or his representative. The original statement shall be forwarded to the Employer.

Section 4. Grievance Procedure Steps

Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be settled according to the following steps:

Step 1: The Union and/or the employee shall orally take up the grievance dispute with the employee's immediate supervisor within ten (10) working days of the date of the grievance or of the employee's knowledge of its' occurrence, whichever comes first. In the event of a grievance, the employee shall perform his assigned work task and grieve his complaint later, unless the employee reasonably believes that the assignment endangers his health or safety. The supervisor shall attempt to adjust the matter and shall respond to the Union and/or employee within ten (10) working days.

Step 2: Upon exhaustion of Step 1 above-mentioned, if the grievance has not been settled, it shall be presented in writing by the grieving party or his representative to the ultimate head of their office and/or department, whichever the case may be, within ten (10) working days after their immediate supervisor's

response. Said representative of the Employer shall meet with grievant and respond to the grievant and or Union in writing within ten (10) working days.

Step 3: If the written grievance remains unsettled pursuant to Step 2 above, the Union may present the grievance to the Committee of the Hamilton County Board within ten (10) working days after the response by the Employer's representative was due under Step 2. Said Committee shall hold a meeting and issue a written decision to all interested parties (including the Union) within ten (10) working days.

Step 4: If the grievance still remains unsettled, pursuant to the above Steps, the Union may, within twenty (20) working days after the written decision of the Committee of the Hamilton County Board is due, by written notice to the other party, request arbitration.

Section 5. Arbitration

The parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. The parties shall alternately strike the names of three (3) arbitrators, taking turns, loser of the coin toss taking first strike. The person whose name remains shall be the arbitrator. The arbitrator shall be notified of his selection by a joint letter by the Employer and Union, requesting that he 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. All hearings shall be conducted in Hamilton County unless mutually agreed to otherwise.

The parties shall agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator.

The Employer or Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expenses of producing its own witnesses who are not employees of the Employer.
Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall not have the power, either expressly or implied, to amend, modify, nullify, ignore, add, or subtract from the provisions of this Agreement.

The expenses and fees of the arbitration pursuant to the provisions contained herein shall be equally shared by the parties, except that each party shall maintain and be responsible for paying any and all expenses for their respective legal representatives and witnesses.

The decision and the award of the arbitrator shall be final and binding on all interested parties involved. The verbatim record of the proceeding shall be made available without charge to the arbitrator, with the cost split equally by the parties.

If either party desires a copy, it shall pay the transcription fee and cost of duplicating its copy.

Section 6. Time Limitations

Grievances may be withdrawn at any step of the grievance procedure without prejudice. Those grievances not appealed within specified time limitations shall be treated as a waiver of the right to appeal.

The specified time limitations at any step of the grievance procedure or for any hearing pursuant therein may be extended by mutual agreement of the parties involved at that particular step, except and not inclusive of Step 4.

Section 7. Processing Grievances During Working Hours

The employee or representative designee may investigate and process grievances during scheduled working hours without loss of pay to the employee/employees involved, so long as provisions contained in this Agreement are followed.

ARTICLE 12
HOURS OF WORK

Section 1. General Provisions

(a) Deputies will be scheduled Four (4) Ten (10) hour shifts weekly. Schedules shall be posted a minimum of 2 weeks in advance and once posted may not be changed without mutual agreement between the Deputy and the Sheriff. If additional Deputies of above the current 4 officers are added to the force, the Union agrees that this article may be reopened to discuss the possible changing of work schedules.

(b) Provisions of the Federal Fair Labor Standards Act, which are applicable to units of local government, either through statute or judicial interpretation, shall apply to defining "time worked" in order to assess overtime compensation to employees working in excess of forty (40) hours for any work week. Overtime, actually worked shall be paid for at the rate of 1.5 times the employee's regular rate of pay. Hours may be flexed to allow straight time off for additional hours worked beyond any given day.

Overtime shall be paid in cash unless an employee requests compensatory time off at the rate it was earned, either straight time or time and one-half, whichever is applicable. The employee shall make his choice known to the Employer not later than the end of the work week

in which overtime was earned. Such request shall be considered and granted or denied at the discretion of the Employer.

Employees may accrue compensatory time up to a total of Sixty-five (65) Hours. Compensatory time accumulated above Sixty-five (65) hours shall be used or liquidated and paid by the end of the month. Sixty-five (65) hours of compensatory time may be carried over month to month but shall be liquidated and paid by the end of the fiscal year (November 30th).

(c) Holidays, accumulated vacations, personal days and sick leave, shall be counted as "time worked" for purposes of computing overtime compensation.

Section 2. Rest and Meal Periods and Overtime Definitions

(a) Rest Period: Rest period shall be pursuant to present practices within the respective offices and shall be maintained during the duration of this contract.

(b) Meal Period: Meal period shall be pursuant to present practices within the respective offices and shall be maintained during the duration of this contract.

(c) Call Back: When an employee is called or contacted to return to work after the end of his normal shift and prior to the start of his normal shift he will be paid for a minimum of two (2) hours. If notification for call-back is made by the end of the previous work shift for hours contiguous with the work shift, then overtime will be paid for only the time worked outside of the work shift.

(d) Scheduled Overtime: When an employee is notified prior to the end of the work shift to report to work at a time outside his normal work shift.

(e) Hold Over: When an employee works beyond the end of his normal scheduled shift.

(f) Standby / on call If the last officer on duty at the completion of their shift is to remain in standby or on call status, that officer shall be compensated for that time with pay of ½ their normal hourly rate of pay or ½ hour of compensatory time for each hour they are in standby or on call status. These hours shall not count as hours worked toward 40 hours in the work week and shall not be calculated as time worked for overtime.

Section 3. Work Schedules

While the establishment of reasonable work schedules and assignment thereof is

Management Right retained by the terms of this Agreement and enumerated as such within the Illinois Public Labor Relations Act, such work scheduling and changes therein affecting bargaining unit employees shall be instituted in a manner most conducive to continued harmonious labor relations, and the Union shall maintain the right to discuss such with the Employer. Employees shall be given appropriate, adequate prior notice of work schedules and changes therein.

Where there are permanent or temporary changes in schedules affecting some, but not all, employees within a shift and/or classification, such employees shall be allowed to exercise their seniority to retain their current shift assignment.

Section 4. Overtime Procedure

The Employer shall distribute overtime as equally as possible among employees who regularly perform the work in which overtime is needed within the position classification. It shall be distributed on a rotating basis among those employees having the least number of overtime hours being given the right of first refusal. For the purpose of equalizing the overtime distribution, an employee who is offered but declines overtime assignment shall be deemed to have worked such time offered.

ARTICLE 13
SENIORITY, LAYOFF AND RECALL

Section 1. Definition

"Seniority" shall, for the purpose of this Agreement, be defined as an employee's length of uninterrupted service within their specific offices. Such seniority shall begin with the latest date of hiring with that specific Employer.

Section 2. Application of Seniority

In the application of seniority and ability in promotions, filling of permanent openings within classifications within said specific offices in Section 1 of this Article, layoff and recall, call-ins, seniority shall be the determining factor when, among qualified employees within such specific offices involved, their qualifications, skill and ability to perform the work is relatively equal. When applying this principle of seniority and ability, the Employer's decisions shall be made in good faith.

Section 3. Termination of Seniority

Seniority shall be terminated solely within the specific office when an employee within such specific office:

(a) resigns or otherwise quits;

(b) is discharged for just cause (however, if such discharge is reversed through the grievance procedure, the issue of seniority is subject to the remedy attained within the grievance procedure);

(c) retires;

(d) does not return to work from layoff within three (3) working days after being notified to return, except when such failure to return to work is due to circumstances beyond the employee's control and the Employer was notified prior to the tolling of the three (3) day period;

(e) has been absent from work three (3) consecutive days without notifying the Employer, except when the failure to notify is due to circumstances beyond the employee's control.

In cases of seniority loss, the Employer shall issue written notification to the employee at their last known residence of such loss and that employment is terminated, with a copy of such forwarded to the Union.

Section 4. Reinstatement

All new employees and those hired after loss of seniority and subsequently rehired within twelve (12) months of termination of employment within the same specific office shall be considered probationary employees until they complete the required probationary period under this Agreement.

There shall be no seniority among probationary employees. Upon successful completion of the probationary period, an employee shall acquire seniority which shall be retroactive to his last date of hire with the same specific office in a position covered by this Agreement. The Employer shall, upon request, grant a probationary employee an oral evaluation after three (3) months of service.

In case of an employee who resigns after giving two (2) weeks advanced notice, who is subsequently rehired by the Employer within the same specific office within twelve (12) months of such termination of employment, his original seniority date shall be restored upon completion of three (3) consecutive years of employment. Until such time, seniority shall accrue as of their date of rehire upon successful completion of his probationary period.

Section 5. Seniority Roster

The Employer shall maintain, post and keep current a seniority roster noting date of hire, current position of job classification and/or title. Any objection to the seniority roster by an employee within the unit shall be reported in writing to the appropriate Employer representative within thirty (30) working days of the date of posting or the roster shall stand approved as posted and not subject to subsequent

objection or grievance. The Union shall be provided a copy of the seniority roster on the date of posting. Separate rosters for Full-time, permanent part-time, and part-time.

Appendix "B" of this Agreement contains the seniority list.

Section 6. Layoff

The Employer, in its discretion, shall determine whether layoffs are necessary unless it is clearly established that such a determination is arbitrary. All affected employees and the Union shall receive notice in writing of any impending layoff at least thirty (30) days in advance of the effective date of such layoffs. Although not limited to the following, layoffs shall ordinarily be for lack of work and/or lack of funds. If it is determined that layoffs are necessary, employees will be laid off in the following order within the respective office.

(a) temporary employees; seasonal employees;

(b) part-time employees not included in the bargaining unit affected;

(c) probationary employees; and,

(d) in the event of further reductions in the labor force, employees shall be laid off in accordance with their seniority and their ability to perform the remaining work available without substantial further training. When two (2) or more employees have relatively equal experience, skill, ability, and qualifications to do the work without further training, the employee(s) with the least seniority shall be laid off first. The Employer shall attempt to provide reasonable advance notice of pending layoff decisions to employees affected with a copy of such forwarded to the Union.

Section 7. Recall

When employees are laid off pursuant to Section 6 of this Article of this Agreement, they shall be placed on a recall list for a period of eighteen (18) months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are qualified to perform the work in the job classification to which they are recalled without substantial further training.
If an employee is recalled to a position in a lower rated classification, he shall have the right to return to the job classification he held prior to being laid off in the event it becomes available. If an employee is recalled to a lower rated job classification, the employee shall have the right to refuse the recall. The Employer shall not hire new employees within the specific offices so long as there are still employees on the recall list for that specific office who are presently qualified to perform the work in the affected job classifications within the office and are willing to be recalled to said classification.

Section 8. Recall Notice to Employees

Employees eligible for recall shall be given fourteen (14) calendar days" notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union, provided that the employee must notify the Employer of his intention to return to work within three (3) days after receipt of notice of recall. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered or certified mail, return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide the Employer with his latest mailing address. Any recalled employee shall be given the opportunity to give two (2) weeks notice to another Employer.

Section 9. Evaluations

Each employee's performance may be evaluated on an annual basis and employees with more than five (5) years County service may be evaluated approximately every second year. Probationary employees shall be evaluated at approximately the middle of and at the end of the probationary period. The employee may initially be asked to complete a written self-evaluation before the evaluation is completed by the supervisor in the Department who has the greatest first-hand knowledge of the employee's work. After the employee has completed the self-evaluation and the evaluation has been completed by the supervisor, the employee shall have an opportunity to add written comments to the evaluation form. The supervisor shall review the completed performance evaluation form with the employee and give the employee a copy before the form is placed in the employee's file for retention. An employee's signature on the evaluation form shall signify only that the employee has received a copy. No alterations shall be made in the completed performance evaluation form unless the employee and supervisor concur. Completed performance evaluation form shall not be used as a basis for discipline of an employee.

An employee who disagrees with his completed performance evaluation after same has been discussed with the employee by his immediate supervisor, may request an opportunity to discuss disagreement with the official at the next highest level above that of the official who completed the appraisal initially.

Section 10. Temporary Assignment

The Employer, in order to avoid employee layoffs and to balance workloads between departments may, even on a daily basis if necessary, assign an employee in a given classification and department to work in another department or unit, provided:

(a) no employee in the same classification is on layoff status in the second department;

(b) the period of such assignment shall not exceed ninety (90) calendar days unless agreed otherwise by the Union and the affected supervisor in the second department;

(c) the employee temporarily assigned to a second department shall, if performing work in a classification with a higher rate of pay for a period exceeding five (5) working days during fiscal year, be paid at the higher rate for all such hours worked beginning with the sixth (6th) such workday.

Section 11. Probationary Employees

An employee is "probationary" for the first twelve (12) months of employment.

A temporary employee who becomes an employee in the same unit in which he was performing substantially the same work or for a continuous period immediately preceding the date he became an employee, shall have such period retroactively counted towards completion of his probationary period.

No matter concerning the discipline, layoff, or termination of a probationary employee shall be subject to the grievance and arbitration procedures.

A probationary employee shall have no seniority, except as otherwise provided in this Agreement, until he has completed the required probationary period. Upon such completion, he shall acquire seniority retroactively from the date of employment. An employee who has a continuous period of temporary employment counted towards completion of his probationary period, shall acquire seniority from the date they began such continuous period of employment.

Section 12. Definition of Permanent Part-time.

A permanent part-time employee is an employee who works regularly scheduled and ongoing hours or shifts each week but works less hours than regular full-time employees. Permanent part-time employees will be hired without a predetermined time limit. Casual or temporary part-time employees will be hired for a predetermined period of time less than 999 hours per calendar year and will not be covered by this agreement.

Section 13. Definition of SRO

A School Resource Officer (SRO) shall be assigned to work during school hours and shall only receive pay for holidays covered under this contract if the school is in session and recognizes the holiday as well. Vacation time shall only be taken

in conjunction with days that school is not in session unless otherwise agreed upon by the Sheriff and the School. Days in which school is not in regular session (days other than holidays) the SRO shall not be entitled to compensation unless authorized by the Sheriff to take vacation or sick leave. Discipline shall be handled in conjunction with the School and the Sheriff in accordance with the policies and procedures set forth in this collective bargaining agreement and the County and School employment handbooks.

ARTICLE 14
VACATIONS

Section 1. Vacation Accrual

Employees shall receive vacation as follows:

After one (1) year of service	10 Days
After ten (10) years of service	15 Days
After fifteen (15) years of service	20 Days
After twenty (20) years of service	1 additional vacation day per year over 20 years of service up to a maximum of 25 days

Vacation periods shall not accrue during any form of leaves of absence.

Employees employed on a part-time basis shall receive no vacation rights pursuant to this Article. For full-time employees, vacation days will be accrued on a pro rata basis monthly. Accrued unused vacation days in excess of 80 hours will be paid at the end of the fiscal year.

Section 2. Use

Vacation time can be used only after it is earned and maybe taken in increments of not less than one-half (1/2) day at a time. Vacations shall be used during the year subsequent to which it is earned and no more than 80 hours shall be carried over into the next year without approval of the County Board.

Section 3. Vacation Schedules

Vacations shall be scheduled insofar as practicable at times desired by each employee, provided however, it does not affect the Employer's operating needs and services to the public. Where two (2) or more employees within a specific office as enumerated in Section 1 of Article 13 (Seniority/Layoff/Recall) seek the same vacation period, preference shall be given to the most senior employee where operating circumstances permit. In establishing vacation schedules, the Employer shall consider both employee's preference and the operating needs. Where the Employer is unable to grant and schedule vacation preferences for all employees,

but is able to grant some employees such vacation preferences, employees shall be granted such preferred vacation period on the basis of seniority. An employee who has been granted his/her first preference shall not be granted another preference request if such would require denial of the first preference of a less senior employee.

The Employer shall not deny vacation requests by the employee unless with just cause based on operating needs and providing services to the public.

Vacations shall be used during the year it is earned and no more than 80 hours shall be carried over into the next year without approval of the County Board. Employees shall receive pay in lieu of vacation time off if such is necessitated by the Employer's inability to grant the employee his/her requested vacation time off.

ARTICLE 15
HOLIDAYS

Section 1. Holiday Amounts

The following Holidays will be observed annually:

New Year's Day	Martin Luther King Jr. Day
Lincoln's Birthday	Washington's Birthday
Good Friday	Memorial Day
Juneteenth	Independence Day
Labor Day	Columbus Day
Veteran's Day	Thanksgiving Day
Day after Thanksgiving	Christmas Eve
Christmas Day	New Year's Eve

For the purpose of this Article, all Holidays will be observed on the day that they occur.

Section 2. Advance Notice

Employees scheduled to work a holiday shall be given as much advance notice as practicable.

Section 3. Holiday During Vacation

When a holiday falls on an employee's regularly scheduled workday during the employee's vacation period, the employee will be charged with the holiday and retain the vacation day.

Section 4. Eligibility Requirement

In order to be eligible for holiday pay, employees must work or take an approved leave with pay on their last regularly scheduled workday immediately preceding and their first regularly scheduled workday immediately following the holiday.

Section 5. Holiday Pay

Any employee required to work a holiday shall receive two and one half (2 ½) times the normal hourly rate of pay for all hours worked. Employees who work four (4) hours or less on a holiday shall receive eight of pay at the normal hourly rate of pay, and one and one half (1 ½) times the normal hourly rate of pay for the hours actually worked. Part-time employees shall be given any paid holiday if they worked the entire week of the holiday.

ARTICLE 16
SICK AND PERSONAL LEAVE

Section 1. Sick Leave Accrued

All regular "full-time" employees shall accrue paid sick leave at the rate of twelve (12) days per year. After one year of service, Sick leave benefit days shall be credited to the employee's record on December 1st each year. Sick leave shall accumulate to a maximum of two hundred and forty (240) days with a maximum of ninety (90) days for paid time off per calendar year and shall not exceed the limit regardless of an employee's length of employment. The ninety (90) day maximum shall remain to the employee's credit until used. Days accumulated above ninety (90) are addressed in Section 8 of this Article. Each full-time employee shall be eligible for the above-described sick leave benefits are available during their probationary period. Sick leave shall be interpreted to mean personal illness, illness to the employee's dependent children, grandchildren, spouse and pregnancy and parents.

Section 2. Sick Leave Abuse Sanctions

For purposes of the provisions contained within this Article, "abuse" of sick leave is the utilization of such for reasons other than those stated within Section 4 of this Article. Upon sufficient evidence of the abuse of sick leave, the employee shall not be paid for such leave taken nor shall the employee accrue any rights inherent of such period, such as seniority and other rights. Continued abuse of sick leave shall subject the employee to disciplinary action pursuant to the terms of this Agreement. The employee shall be placed on documentation for three (3) months and use must be verified by a physician or will not be paid. Continued abuse will be subject to additional discipline.

Section 3. Personal Day Accrual

All regular "full-time" employees shall receive paid personal days at the rate of three (3) days per year.

Paid personal days shall be credited on the employee's anniversary date of employment and shall be non-cumulative. If, for whatever reason, an employee does not utilize a personal day for that anniversary year, the Employer shall compensate the employee for the unused personal day at the employee's regular rate of pay. At termination, employees shall receive payment for any unused earned personal days for that particular anniversary year.

Section 4. Personal Day Use

Personal days shall not be used in increments of less than one-half (1/2) day at a time. No personal days may be advanced to regular employees and/or probationary employees. Employees shall give sufficient advance notice to the Employer of their need to use personal time and it shall be granted so long as it does not interfere with Employer operations and staffing. Personal days may not be taken immediately before or after a scheduled holiday or vacation period, unless Employer approval is obtained. Personal days shall be paid as 10 hour days if taken while working a 4 day – 10 hr. schedule.

Section 5. Notification of Balances

Employees shall be notified in writing of all forms of leaves and personal day balances, including vacation, sick leave, holidays, etc., on an annual basis. The Employer shall submit such information on a more frequent basis upon employee's request.

Section 6. Sick Leave Use Notice

An employee taking sick leave days must notify their supervisor on the morning of each days absence, unless the supervisor has a prior understanding of the duration of the employee's expected sick leave.

Section 7. Employee Notice to Supervisor

In any case of illness or injury, adequate notice shall be provided to the appropriate supervisor so that a substitute can be obtained to replace the absent employee. Failure to do so on the part of the employee may lead to loss of sick leave benefit or dismissal.

Section 8. Optional Sick Leave Pay

Employees shall be eligible to receive compensation for sixty (60) sick leave days at one-half (1/2) their then current hourly base rate of pay upon leaving the Employer. Any days above the sixty (60) days shall apply toward retiring employee's IMRF service credit for pension purposes.

ARTICLE 17
LEAVES OF ABSENCE

Section 1. Discretionary Leave

The Employer may grant, at its' discretion, a leave of absence under this subsection to any bargaining unit employee for good and sufficient reason and may prescribe the terms and conditions for such leave, including whether or not such leave shall be with pay. However, such leave may not exceed one (1) month but may, with good cause, be extended. The provision contained within this subsection does not include those remaining leaves of absence provided for within this Article.

Section 2. Military Leave

Eligible employees will be granted military leave with pay up to fifteen (15) days in a calendar year; the leave may be extended without pay. Such pay, however, will be reduced by the amount of payment received from the National Guard or Naval Militia for these services. An employee who is a member of the Illinois National Guard or Illinois Naval Militia will be granted a leave of absence, with pay, for active duty to meet emergency situations within the State when proclaimed by the Governor. Such pay, however, will be reduced by the amount of payment received from the National Guard or Naval Militia for these services.

Section 3. Maternity Leave

After one (1) year of service, an employee may be granted maternity leave of up to 127 days, Seven (7) days shall be with pay. Employees may use any available paid time off as stated in Section 4 (FMLA). Requests for maternity leave should be in writing at least three (3) months prior to the date of the proposed leave and include the expected date of return. The date of return shall be agreed upon by the Employer and the employee in relation to the needs of the employee and the requirements of the job.

Section 4. Family and Medical Leave

Employees covered by this Agreement shall be entitled to the rights set forth in the Family and Medical Leave Act of 1993. Employees may elect to substitute any accumulated paid leave for any portion of the unpaid leave or may take such unpaid leave in addition to any paid leave for which the employee may be eligible.

Employees shall not be required to use any accumulated time prior to going on leave.

Section 5. Funeral Leave

In case of a death in the immediate family, they will be given three (3) days off with pay. Immediate family includes the following: Spouse, father, mother, brother, sister, son or daughter (including step), mother-in-law, father-in-law, son-in-law, daughter-in-law, grandchild, grandparent. If there is a death of similar in-law, grandmother or grandfather, the employee will be allowed up to three (3) days of the employee's accumulated sick or vacation leave to attend each individual's funeral.

Section 6. Court Leave

Court leave shall be granted to employees who are called for jury duty or are required to be absent from work because of a subpoena or any legislative, judicial, or administrative tribunal. Time away from work with pay shall be granted for such purposes. The Employer prefers that employees not accept pay for witness fees. All compensation received for court or jury shall be remitted by the employee to the County Treasurer in order to be paid for such leave and not until such is returned to the County Treasurer.

Section 7. Other Miscellaneous Leaves

Other leaves of absences without pay may be granted for various reasons. If an employee must be absent from his duties for reasons not covered in the foregoing, he should request, in writing, a leave of absence, submit the same to the Department Head for approval by the County Board Finance Committee; the request then should be placed in the personnel file in the Department Office. If an employee is absent for more than three (3) working days and fails to notify the Employer as outlined in Article 17, Section 9, the employee will be subject to termination.

Section 8. Benefits During Leave

Seniority shall not accrue during any unpaid form of leave of absence. When an employee returns from a leave of absence permitted by this Agreement, the Employer shall return the employee to the same position in which the employee was incumbent, seniority prior to the leave permitting. Employees affected by this subsection shall be allowed to exercise their rights under the recall provisions of this Agreement.

Section 9. Failure to Return From Leave

Failure to return from leave of absence within three (3) working days after the expiration date therefrom shall be cause for immediate discharge with loss of all benefits and rights accrued pursuant to the terms of this Agreement. The provisions contained herein shall not apply in cases where it is impossible for the employee to return and evidence of such is provided to the Employer within three (3) working days after the expiration of such leave of absence or as soon as practical.

Section 10. Prohibition Against Misuse of Leaves

Any leaves of absence pursuant to the terms of this Article, regardless of being with or without pay, shall not be used for the purpose of securing alternative employment. An employee during such leave may not be gainfully employed or independently self-employed without prior approval by the Employer.

Violation of the provisions contained within this Article shall subject the employee to immediate discharge and loss of all benefits and rights accrued pursuant to the terms of this Article.

ARTICLE 18
SUBCONTRACTING

Section 1. General Policy

It is the general policy of the Employer to continue to utilize employees to perform work they are qualified to perform. However, the Employer reserves the right to contract out any work it deems necessary in the interests of efficiency, economy, and improved work product or in the event of an emergency. No employee shall be laid off due to subcontracting.

ARTICLE 19
INSURANCE

Section 1. Health Plan

The Employer shall continue for the duration of this Agreement to provide health insurance for full-time employees. The Employer shall pay one hundred percent (100%) of the monthly contribution for full time employees (but not dependents) effective December 01, 2022. The Employer agrees to pay any future increases in the health insurance premiums up to a maximum increase of five percent (5%) per year. Any increases in premiums above five percent (5%) per year will be paid by the employees.

If the premium increases more than $50.00 per month, the Employer and the employee will share equally any additional premium amount.

Any additional amount of premium owed by the employee will be done by payroll deduction.

The County maintains the option of changing health insurance carriers. It is understood by the Union that, in changing insurance carriers, a plan identical to the current plan may not be available. However, the County must endeavor to find a replacement plan as close to the current plan as possible in light of health insurance plans available in this area. The County agrees to allow the Business Manager of Laborers' Local 1197 to appoint one (1) employee from the bargaining unit to be a member of the County's Health Insurance Committee.

The employer agrees to allow for employee participation in dental coverage at a group rate if a group rate can be attained through the current insurance provider. If available, the cost of this coverage shall be the employee's responsibility through payroll deduction.

The County and the Union agree that at the request of either party, negotiations may be re-opened during the term of this agreement for the purpose of addressing increase in cost of insurance only.

Section 2 Deferred Compensation Program

Employees that opt not to participate in the Employer provided insurance shall have fifty dollars ($50.00) per month contributed to their personal account in the County's current deferred compensation program.

Section 3. Health Insurance Continuation

Pursuant to the provisions of the Consolidated Omnibus Budget Reconciliation Act, an employee who is on unpaid leave may maintain his/her health insurance with the Employer by paying the cost of the monthly premiums.

Section 4. Life Insurance

The Employer shall provide each employee, at no cost, $15,000.00 of life insurance.

ARTICLE 20
WAGES

Section 1. Wages

Hourly wage rates will take effect according to this Article as follows:

(Said amounts represent a 3% increase each year.)

12/01/25	12/01/26	12/01/27
$27.72	$28.55	$29.41

It is agreed that probationary employees will be paid one dollar (($1.00) less than the base pay for their first three months of employment with the county, fifty cents less between 3 and 6 months of employment, and shall be paid full base rate after 6 months of employment.

In addition to the wages, above, an employee shall be paid longevity pay according to the schedule in Appendix "C".

Part-time employees shall be paid at seventy-five percent (75%) of proper group base rate. Seasonal employees shall be paid the minimum wage. Employees will be paid twice per month.

The Chief Deputy will receive an additional one dollar and fifty cents ($1.50) per hour.

Field Training Officers shall be limited 8 weeks of the ($1.00) premium pay, unless otherwise approved by the County Board in conjunction with a request from the Sheriff.

Any employees that have an Associate's Degree in Psychology, Sociology, Criminology, Law, or Forensics shall receive an additional thirty cents ($0.30) per hour above the base rate of pay.

Any employees that have a Bachelor's Degree in Psychology, Sociology, Criminology, Law, or Forensics shall receive an additional seventy-five cents ($0.75) per hour above the base rate of pay.

Section 2. Pension

The Employer agrees to contribute to the Laborers' National (Industrial) Pension Fund (the "Pension Fund") for all employees covered by this Agreement in accordance with this Article.

The parties have agreed to the terms of and executed the Preferred Pension Plan Addendum and Schedule. The terms and conditions of the Preferred Schedule shall apply to this collective bargaining agreement. Beginning on December 1, 2025 or as soon thereafter and each subsequent December 1 for the term of this agreement (if permitted by the Pension Plan), the Union and Employer shall submit to the Pension plan a request to reduce the pension contribution by the maximum

permitted and the Employer and Employee shall contribute to the Pension Fund at the following rates for each and every hour or portion af an hour for which an employee covered by this agreement is paid by the Employer (including hours or portions of hours of paid holiday, vacation, sick leave, personal leave, other paid leave, and overtime.) Both parties agree that any reduction in the amount to be contributed shall reduce the Employee's share of the pension contribution until such time as the Employee is no longer contributing, at which time the reduction shall reduce the County's share.The amounts contributed by the County shall be in lieu of wages. The parties agree that these pension contributions that would otherwise be paid in salary or wages, instead will be contributed by the Employer (pre-tax) to the Pension Fund. The contributions are to be considered Employer contributions for purposes of the tax laws and they are not taxable income to the employees, rather taxation is deferred until benefits are paid.

Section 3.

Contributions shall be due and paid on a monthly basis. Specifically, contributions earned during a calendar month shall be due and paid by the Twentieth (20^{th}) day of the immediately following calendar month.

Section 4.

Unless otherwise agreed by the Pension Fund, contributions shall be paid by check made payable to the "Laborers' National (Industrial) Pension Fund" and delivered to the Pension Fund at 905 16^{th} Street N.W., Washington D.C. 20006 by U.S. mail or commercial carrier.

Section 5.

Together with each contribution payment, the Employer shall deliver to the Pension Fund such written reports as the Pension Fund may require to verify and properly credit the contributions. If acceptable to the Pension Fund, the Employer may submit its contributions electronically.

Section 6.

The Employer shall retain the payroll records on which its contribution reports are based. The Pension Fund shall be entitled to have an independent certified public accountant audit the Employer's records from time-to-time to reasonably verify the accuracy and completeness of the Employer's contributions.

Section 7.

Contributions to the Pension Fund are part of the compensation package that the Employer has agreed to pay the employees covered by this agreement for their

labor. In the event that the Employer fails to submit contributions and/or contribution reports as required by this agreement, the Pension Fund shall be entitled to pursue all available legal or equitable recourse to enforce the Employer's obligations under this Agreement, without regard to any grievance or arbitration procedures under this agreement.

Section 8.

The Union and the Employer hereby adopt by reference the Pension Fund's Agreement and Declaration of Trust which governs the operations of the Pension Fund as a trust fund established for the purpose of providing retirement income to eligible participants and beneficiaries. A copy of the Agreement and Declaration of Trust has been provided to the Employer.

Section 9. Political League

The Employer shall deduct LPL contributions from the salaries of all bargaining unit employees who voluntarily request such in writing. The employee shall designate the amount of the contribution. All deductions shall be remitted to LPL no later than the fifteenth (15^{th}) calendar day of the following month.

Section 10. Clothing Allowance

The Employer will provide all non-probationary employees with required uniforms to include three (3) summer shirts, three (3) winter shirts and six (6) pairs of pants. The uniforms will be the property of the Employer and replaced as needed by the Employer.

In addition to the above, the Employer will reimburse each employee up to $800.00 each contract year for the purchase of required clothing, (not including basic uniforms listed above), and equipment. These purchases must be approved by the Sheriff.

Equipment and clothing shall include but not be limited to the following:

(1) Dress Uniform with tie
(1) Nylon Belt with Garrison Belt
(1) Holster
(1) Magazine Belt
(1) Pair of Handcuffs with Case
(1) Winter Coat
(1) Raincoat
(1) Ball Cap
(1) Badge
(1) Nameplate

(1) Ballistic Vest
(1) Pair of Boots

It is further understood by the employees that this equipment belongs to the Employer and should they leave the employ of the Employer it will all be turned over to the Employer.

Any equipment damaged in the line of duty will be replaced by the Employer.

ARTICLE 21
ENTIRE AGREEMENT: SAVINGS CLAUSE

Section 1. Entire Agreement: Waiver

This Agreement constitutes the entire Agreement between the parties and no verbal statements shall supersede any of its provisions. Any amendment supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto. The Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to (1) any subject or matter specifically referred to or covered in this Agreement; and (2) subjects or matters that arose as a result of the parties' proposals during bargaining, but which were not agreed to.

Section 2. Savings Clause

If any Article or Section of this Agreement or any addenda thereto shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and any addendum shall not be affected thereby, and the parties shall immediately negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE 22
TERMINATION

Except where and to the extent expressly stated to the contrary, this Agreement shall be effective as of the 1st day of December, 2025 and shall remain in full force and effect until the 30th day of November, 2028.

It shall be automatically renewed for an additional single year unless either party notifies the other in writing between August 1 and September 1, 2028 that it desires to modify the terms of this Agreement. The terms of this Agreement shall remain in full force and effect during the duration of such negotiations and until such notice of intent to terminate this Agreement is provided the other party.

FOR THE EMPLOYER

Hamilton County Government

Kelly Woodrow, Board Chairman

Date:_____

FOR THE UNION

Laborers' Local 1197

Daniel Wiggins, Business Manager

Date: 4-21-26

Downstate Illinois Laborers' District Council

Date: 4-21-26

APPENDIX A
DUES CHECK-OFF AUTHORIZATION FORM

Laborers' Local 1197
PO Box 56
109 West Market Street
McLeansboro, IL 62859

Hamilton County Government
Deputy Sheriffs

You are hereby authorized and requested to deduct from wages hereafter due me, and payable on the first pay due me in each calendar month, such sums for Union dues, assessments and fees as may be certified due from me to Laborers' Local 1197 by the Secretary / Treasurer of Laborers' Local 1197 for my account on or before the fifteenth (15th) day of the calendar month for which said deductions are made.

You are further authorized and requested to continue monthly deductions unless written thirty (30) day notice is given to you by me advising you to discontinue such deductions.

Dues, fees, contributions or gifts to Laborers' Local 1197 are not deductible as charitable contributions. However, they may be tax deductible as ordinary business expenses.

_____ _____

Date Employee

APPENDIX "B"
SENIORITY LIST

Deputies

Jason Stewart	06-01-2004
Derrick Epperson	03-08-2021
Garrett Rushing	07-01-2022
Treylen Veach	10-03-2024
Austin Hall	04-14-2025

Permanent PT - Court Security

Greg Rapp	03-16-2020

APPENDIX "C"
LONGEVITY PAY SCHEDULE

Years of Service	Hourly Increase
Less than 2 years	$0.00
Over 2 but less than 4 years	$0.25
Over 4 but less than 6	$0.50
Over 6 but less than 8	$0.50
Over 8 but less than 10	$0.50
Over 10 but less than 12	$0.62
Over 12 but less than 14	$0.75
Over 18 but less than 20	$1.12
Over 20 but less than 22	$1.25
Over 22 but less than 24	$1.37
Over 24 but less than 26	$1.50

(The chart above recognizes longevity in alternating steps of $0.12 and ($0.13).

Employees who are hired as lateral transfers from another Police Department shall receive longevity pay in accordance with the Longevity Pay Schedule listed above.