

**ILLINOIS LABOR RELATIONS BOARD
PETER R. MEYERS, ARBITRATOR**

In the Matter of the Interest
Arbitration between:

**ILLINOIS FRATERNAL ORDER
OF POLICE LABOR COUNCIL
(CORRECTIONS UNIT),**

Union,

And

**COUNTY OF MACON, ILLINOIS
AND THE SHERIFF OF MACON
COUNTY,**

Employer.

FMCS Case No. **110831-03920-A**

ILRB No. **S-MA-11-072**

DECISION AND AWARD

Appearances on behalf of the Union

Rick V. Stewart—Attorney

Appearances on behalf of the Employer

Edward F. Flynn—Attorney

This matter came to be heard before Arbitrator Peter R. Meyers initially for mediation followed by interest arbitration on the 14th day of December 2011 at the offices of Featherstun, Gaumer, Postlewait, Stocks, Flynn & Hubbard, 225 North Water Street, Suite 200, Decatur, Illinois. Mr. Rick V. Stewart presented on behalf of the Union, and Mr. Edward F. Flynn presented on behalf of the Employer.

Introduction

The parties in this matter are the County of Macon, Illinois, and the Sheriff of Macon County (hereinafter, collectively, "the Employer") and the Illinois Fraternal Order of Police Labor Council (hereinafter "the Union"). The parties entered into collective bargaining negotiations for a successor collective bargaining agreement to replace the contract scheduled to expire on November 30, 2010. The parties engaged in extensive negotiations over the new agreement, but they were unable to successfully resolve certain of the issues raised during their negotiations. This matter then was submitted for Compulsory Interest Arbitration with the Illinois Labor Relations Board.

Pursuant to the Illinois Public Labor Relations Act, 5 ILCS 315/1 *et seq.*, this matter came to be heard by Neutral Arbitrator Peter R. Meyers on December 14, 2011, in Decatur, Illinois. Prior to beginning the interest arbitration hearing, the parties requested that Arbitrator Meyers attempt to mediate the issues that were still in dispute. After a lengthy day of mediation, the parties requested that Arbitrator Meyers decide the matters in dispute and issue a written arbitration award. During the arbitration proceeding, the parties submitted detailed evidence and argument in support of their opposing positions on the impasse issues that remain in dispute between them. What follows below is the Final Award resolving all of the open issues relating to the parties' new collective bargaining agreement.

Relevant Statutory Provisions

ILLINOIS PUBLIC LABOR RELATIONS ACT 5 ILCS 315/1 et seq.

Section 14(h) Where there is no agreement between the parties, or where there is an agreement but the parties have begun negotiations or discussions looking to a new agreement or amendment of the existing agreement, and wage rates or other conditions of employment under the proposed new or amended agreement are in dispute, the arbitration panel shall base its findings, opinions and order upon the following factors, as applicable:

- (1) The lawful authority of the employer.
- (2) Stipulations of the parties.
- (3) The interests and welfare of the public and the financial ability of the unit of government to meet those costs.
- (4) Comparisons of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:
 - (A) In public employment in comparable communities.
 - (B) In private employment in comparable communities.
- (5) The average consumer prices for goods and services, commonly known as the cost of living.
- (6) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment and all other benefits received.
- (7) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.
- (8) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in

private employment.

Issues Submitted for Arbitration

The following issues remain in dispute between the parties:

1. Section 7.09 [New] – Duty Trade;
2. Section 11.01 – Sick Leave;
3. Section 11.07 – Illness or Injury Leave;
4. Section 12.01 – Vacation Periods;
5. Section 12.04;
6. Section 13.02(a) – Notice and Bargaining;
7. Section 18.02 – Testing Procedures;
8. Section 19.01 – Wage Scale; and
9. Section 27.01

Discussion and Decision

The Employer and the Union are engaged in the process of completing a new, successor collective bargaining agreement that will cover the terms and conditions of employment for a bargaining unit composed of full-time Correctional Officers and Corrections Corporals working within the Macon County Sheriff's Department. This bargaining unit does not include supervisory, confidential, managerial, executive, craft, student-interns, temporary, seasonal, and casual employees.

This Arbitrator has carefully reviewed all of the evidence and arguments submitted by the parties in this proceeding. All of the evidence in the record must be analyzed in accordance with Section 14(h) of the Illinois Public Labor Relations Act, 5

ILCS 315/14(h) (hereinafter “the Act”), which sets forth certain factors that govern the proper resolution of impasse issues in interest arbitration. Not all of the factors detailed in Section 14(h) of the Act will apply to this matter with equal weight and relevance; one or more of these factors, in fact, may not apply here at all. The proper first step in analyzing the impasse issues in dispute, therefore, is to determine which of the statutory factors are relevant and applicable to the instant proceeding and which are not particularly relevant.

It appears that some of the listed statutory factors have little or no applicability to this matter. The lawful authority of the Employer, for example, does not appear to be at issue, and the evidentiary record herein contains nothing that would suggest that there has been any change in either party’s circumstances during the pendency of this matter that would affect its outcome. Moreover, the parties have not entered into any substantive stipulations that will affect the proper resolution of the impasse issues that remain in dispute.

One statutory factor that is of importance in many interest arbitration proceedings is the proper identification and application of appropriate external comparables. In the instant matter, the record shows that the parties have pointed to Champaign County, McLean County, Peoria County, Rock Island County, Sangamon County, and Tazewell County as external comparable communities. The demographic evidence that has been submitted into the record confirms that, for purposes of this particular interest arbitration proceeding, these communities do constitute appropriate external comparables. A related statutory factor, internal comparables, does not appear to be an issue here in that

the parties have not emphasized contractual provisions governing other bargaining units within the Macon County Sheriff's Department. In these difficult economic times, the Employer's financial ability to pay the costs associated with various contractual terms and proposals also is an important statutory factor that must be considered in analyzing the parties' competing proposals, as is cost-of-living data. Similarly, the overall compensation available to bargaining unit members will have an impact on the resolution of the remaining impasse issues. Finally, the interest and welfare of the public always must be a consideration in resolving issues that govern the terms and conditions of employment for public sector employees.

After careful analysis and consideration of the parties' final offers on each of the issues that remain in dispute between them, and in accordance with the statutory factors set forth in Section 14(h) of the Act and with the competent and credible evidence in the record, this Arbitrator finds that the impasse issues in dispute must be resolved as set forth below.

1. Section 7.09 – Duty Trade

In light of the relevant statutory factors, the competent and credible evidence in the record, and consideration of the parties' arguments, this Arbitrator finds that a new provision on duty trade, as set forth below, shall be adopted and included within the parties' new collective bargaining agreement, and it is set forth in the Appendix attached hereto.

Section 7.09 – Duty Trade [NEW SECTION]

Employees shall be allowed to trade duty shifts by submitting a written

request to each employee's respective shift supervisor prior to the start of the affected employee's shift, as long as the following conditions are met:

1. The duty shift trade occurs within the same pay period;
2. Prior supervisory approval from any and all effected shifts must be obtained;
3. The duty shift trades do not create overtime; and
4. Payroll and time records have to accurately report who has worked and when.

Once an employee has agreed to trade duty shifts, the employee cannot use benefit time, other than sick leave, to avoid working the traded duty shift. Sick Leave may only be used if the employee is sick. Upon returning to work, the employee must bring in verification from a doctor that they were sick.

2. Section 11.01 – Sick Leave

In light of the relevant statutory factors, the competent and credible evidence in the record, and consideration of the parties' arguments, this Arbitrator finds that the provision set forth below on the issue of sick leave shall be adopted and included within the parties' new collective bargaining agreement, and it is set forth in the Appendix attached hereto.

Section 11.01 - Sick Leave

An employee shall earn one (1) day per month of service as sick leave. The employee may utilize such leave for sickness of the employee or a member of the employee's immediate family and/or spouse and/or significant other who resides with him/her, or to attend physical and dental examinations that could not be scheduled during the employee's off duty hours. The employee must notify and gain approval from their supervisor of the intended use of sick leave as soon as possible and no later than ~~one (1) hour~~ **ninety (90) minutes** prior to the start of the employee's work shift.

Sick leave may be accumulated to one hundred twenty (120) days. Upon death, disability or retirement, the employee may elect to cash-out their accumulated sick leave days at a rate of one day pay for two days of accumulated leave up to a maximum of 60 days for 120 accumulated sick leave hours. Unused sick leave upon retirement shall be utilized according to Illinois Municipal

Retirement Fund Regulations to extend retirement benefits.

3. Section 11.07 – Illness or Injury Leave

In light of the relevant statutory factors, the competent and credible evidence in the record, and consideration of the parties' arguments, this Arbitrator finds that the provision set forth below on the issue of illness or injury leave shall be adopted and included within the parties' new collective bargaining agreement, and it is set forth in the Appendix attached hereto.

Section 11.07 - Illness ~~Illness~~ or Injury Leave

Employees who have utilized all of their accumulated FTC and are unable to report to or back to work because of the start, or continuance of, their sickness or injury, including pregnancy related to disability, shall receive a disability leave without pay and with only such benefits as may be required by law. During said leave, the disabled employee shall provide written verification by a person licensed under the Illinois Medical Practice Act or under similar laws of Illinois. Such verification shall show the diagnosis, prognosis and expected duration of the disability; such verification shall be made no less often than every thirty (30) days during a period of disability unless the nature of the illness precludes the need for such frequency. Prior to requesting said leave, the employee shall inform the Employer in writing of the nature of the disability and approximate length of time needed for leave. The written statement shall be provided by the attending physician. If the Employer has reason to believe the employee is able or unable to perform his/her regularly assigned duties and the employee's physician certifies he/she as being able or unable to report back to work, the Employer may rely upon the decision of an impartial physician as to the employee's ability to return to work. Such examination shall be paid for by the Employer. The Employer will not arbitrarily deny such leave request.

4. Section 12.01 – Vacation Periods

In light of the relevant statutory factors, the competent and credible evidence in the record, and consideration of the parties' arguments, this Arbitrator finds that the provision set forth below on the issue of vacation periods shall be adopted and included

within the parties' new collective bargaining agreement, and it is set forth in the Appendix attached hereto.

Section 12.01 - Vacation Periods

All employees covered by this Agreement shall be entitled to the following vacation periods computed from their anniversary dates of employment:

YEARS OF SERVICE COMPLETED	DAYS OF VACATION
Completion of One (1) Year	Six (6) days
Completion of Two (2) Years	Twelve (12) Fourteen (14) days
Completion of Seven (7) Years	Eighteen (18) Twenty-one (21) days
Completion of Fifteen (15) Years	Twenty-four (24) Twenty-six (26) days

Employees hired after December 15, 2011 shall be entitled to the following vacation periods computed from their anniversary dates of employment:

<u>YEARS OF SERVICE COMPLETED</u>	<u>DAYS OF VACATION</u>
<u>Completion of One (1) Year</u>	<u>Five (5) days</u>
<u>Completion of Two (2) Years</u>	<u>Fourteen (14) days</u>
<u>Completion of Seven (7) Years</u>	<u>Twenty-one (21) days</u>
<u>Completion of Fifteen (15) Years</u>	<u>Twenty-six (26) days</u>

Vacation time must be taken in increments of not less than one (1) day at a time.

Vacations that are not taken within the twelve (12) month period immediately following the period in which they accrue, shall be considered waived. If vacation is requested but denied or canceled within the one year period, or if the Sheriff gives approval in writing, unused vacation shall be converted to compensatory time based on forty-eight (48) hours for each unused week of vacation to be used subject to the overtime provisions of this Agreement.

5. Section 12.04

In light of the relevant statutory factors, the competent and credible evidence in the record, and consideration of the parties' arguments, this Arbitrator finds that the provision set forth below, addressing the matters of vacation preferences and approval,

shall be adopted and included within the parties' new collective bargaining agreement, and it is set forth in the Appendix attached hereto.

Section 12.04

Between January 1 and February 1 of each calendar year, employees may submit, in writing to their supervisor, their preferences for vacation, provided an employee may not submit more than three (3) preferences. Such request may include vacation through February 28 of the following calendar year. In establishing vacation schedules, the supervisor shall consider both the employee's preference and the operating needs of the department. Where the supervisor is unable to grant and schedule vacation preferences, for all employees but is able to grant some of such (one or more) employee's 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 requests if such would require denial of the first preference of a less senior employee. An employee's preference shall be defined as a specific block of time uninterrupted by work days.

Employees who file their preference by February 1 shall be notified of the vacation schedules by March 1 of that calendar year. Employees whose vacations have been approved and are moved to a different job assignment or shift shall retain their approved vacation preference.

Employees who choose not to file their preference by February 1 or who have not utilized all their vacation time shall be granted vacation on a first come, first served basis depending upon the operating needs of the department. The Sheriff may cancel any vacation due to emergency situations.

Vacations may be approved for employees before they have accrued the time. (For example, if any employee has an anniversary date of November 1st and he or she requests vacation for November 1st then it shall be awarded.)

6. Section 13.02(a) – Notice and Bargaining

In light of the relevant statutory factors, the competent and credible evidence in the record, and consideration of the parties' arguments, this Arbitrator finds that the provision set forth below on the issue of notice and bargaining shall be adopted and included within the parties' new collective bargaining agreement, and it is set forth in the Appendix attached hereto.

Section 13.02

(a) **Notice and Bargaining:** The Employer shall notify the Labor Council in writing providing all details regarding the proposed change necessary for the Labor Council to evaluate the same and advise bargaining unit members. Such information shall include an explanation of any plan changes to be experienced by the Employer and any increased costs or ~~reduces~~ **reduced** benefits to be borne by the bargaining unit members. The parties immediately shall engage in bargaining during the thirty (30) calendar days following receipt of the Employer's notice. In order to expedite resolution in the event of a bargaining impasse, the parties shall contact the Labor Board for a panel of arbitrators from which to select a neutral by means of alternate striking determined by a coin toss.

7. Section 18.02 – Testing Procedures

In light of the relevant statutory factors, the competent and credible evidence in the record, and consideration of the parties' arguments, this Arbitrator finds that the fifth paragraph of Section 18.02 – Testing Procedures, shall be modified, adopted and included within the parties' new collective bargaining agreement as set forth below, and it is set forth in the Appendix attached hereto.

Section 18.02 - Testing Procedures *[Fifth Paragraph]*

The Employer shall progressively and correctively discipline Employees who are found to have violated this Article. Employees who have taken prescription or over-the-counter ~~medical~~ **medication** shall inform Employer at the time the ordered test is given as well as the medical professionals conducting the test, and the presence of the same shall not constitute grounds for discipline. Employees who consume alcohol in the course of their duties, i.e. covert operations, shall not be subject to discipline for such activity. Employees who are called back to duty outside their normal working hours shall inform the supervisor if they have consumed alcohol so that the supervisor may determine whether or not to relieve the Employee from the call back.

8. Section 19.01 – Wage Scale

In light of the relevant statutory factors, the competent and credible evidence in the record, and consideration of the parties' arguments, this Arbitrator finds that the

provision set forth below on the issue of wage scale shall be adopted and included within the parties' new collective bargaining agreement, and it is set forth in the Appendix attached hereto.

Section 19.01 - Wage Scale

Employees in the bargaining unit shall be compensated as set forth below:

Pay Step Upon Start	Current Pay Plan	12/1/2010	12/1/2011	12/1/2012	12/1/2013
1	\$26,953.14	\$27,761.73	\$28,594.59	\$29,452.42	\$30,336.00
2	\$31,006.69	\$31,936.89	\$32,895.00	\$33,881.85	\$34,898.30
3	\$32,539.23	\$33,515.41	\$34,520.87	\$35,556.50	\$36,623.19
4	\$34,069.52	\$35,091.61	\$36,144.35	\$37,228.68	\$38,345.54
5	\$35,603.18	\$36,671.28	\$37,771.41	\$38,904.56	\$40,071.69
6	\$37,541.71	\$38,667.96	\$39,828.00	\$41,022.84	\$42,253.53
8	\$39,480.24	\$40,664.65	\$41,884.59	\$43,141.12	\$44,435.36
10	\$41,418.75	\$42,661.31	\$43,941.15	\$45,259.39	\$46,617.17
12	\$43,846.85	\$45,162.26	\$46,517.12	\$47,912.64	\$49,350.02
14	\$44,755.85	\$46,098.53	\$47,481.48	\$48,905.93	\$50,373.10
16	\$45,664.85	\$47,034.80	\$48,445.84	\$49,899.21	\$51,396.19
18	\$46,573.85	\$47,971.07	\$49,410.20	\$50,892.50	\$52,419.28
20	\$47,482.85	\$48,907.34	\$50,374.56	\$51,885.79	\$53,442.37
22	\$48,391.84	\$49,843.60	\$51,338.90	\$52,879.07	\$54,465.44
25		\$50,796.35	\$52,320.24	\$53,889.84	\$55,506.54
		3.00%	3.00%	3.00%	3.00%

9. Section 27.01

In light of the relevant statutory factors, the competent and credible evidence in the record, and consideration of the parties' arguments, this Arbitrator finds that the provision set forth below, addressing the term and renewal of the parties' collective bargaining agreement, shall be adopted and included within the parties' new collective bargaining agreement, and it is set forth in the Appendix attached hereto.

Section 27.01

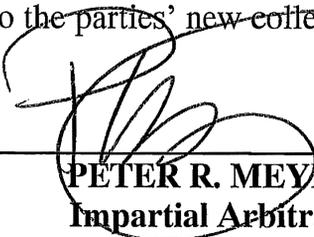
This Agreement shall be effective from December 1, ~~2007~~2010 and shall remain in full force and effect until November 30, ~~2010~~2014. It shall be

automatically renewed from year to year thereafter, unless either party shall notify the other, in writing by certified mail, no earlier than one hundred and twenty (120) days preceding expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark.

In addition to the above-described resolutions to the impasse issues that had remained unresolved between the parties, certain other modifications are necessary in the interest of uniformity. For this reason, the currently titled "Appendix I" shall be changed to "Appendix A," a new Dues Form shall be added, and Step Four shall be deleted from the Grievance Form.

Award

This Arbitrator finds that the language set forth in the attached Appendix shall be adopted and incorporated into the parties' new collective bargaining agreement.



PETER R. MEYERS
Impartial Arbitrator

**Dated this 27th day of December 2011
at Chicago, Illinois.**

APPENDIX

Section 11.07 - Illness ~~Illness~~ or Injury Leave

Employees who have utilized all of their accumulated FTC and are unable to report to or back to work because of the start, or continuance of, their sickness or injury, including pregnancy related to disability, shall receive a disability leave without pay and with only such benefits as may be required by law. During said leave, the disabled employee shall provide written verification by a person licensed under the Illinois Medical Practice Act or under similar laws of Illinois. Such verification shall show the diagnosis, prognosis and expected duration of the disability; such verification shall be made no less often than every thirty (30) days during a period of disability unless the nature of the illness precludes the need for such frequency. Prior to requesting said leave, the employee shall inform the Employer in writing of the nature of the disability and approximate length of time needed for leave. The written statement shall be provided by the attending physician. If the Employer has reason to believe the employee is able or unable to perform his/her regularly assigned duties and the employee's physician certifies he/she as being able or unable to report back to work, the Employer may rely upon the decision of an impartial physician as to the employee's ability to return to work. Such examination shall be paid for by the Employer. The Employer will not arbitrarily deny such leave request.

Section 13.02

- (a) Notice and Bargaining: The Employer shall notify the Labor Council in writing providing all details regarding the proposed change necessary for the Labor Council to evaluate the same and advise bargaining unit members. Such information shall include an explanation of any plan changes to be experienced by the Employer and any increased costs or ~~reduced~~ **reduced** benefits to be borne by the bargaining unit members. The parties immediately shall engage in bargaining during the thirty (30) calendar days following receipt of the Employer's notice. In order to expedite resolution in the event of a bargaining impasse, the parties shall contact the Labor Board for a panel of arbitrators from which to select a neutral by means of alternate striking determined by a coin toss.
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Section 18.02 - Testing Procedures

Fifth Paragraph

The Employer shall progressively and correctively discipline Employees who are found to have violated this Article. Employees who have taken prescription or over-the-counter ~~medical~~ **medication** shall inform Employer at the time the ordered test is given as well as the medical professionals conducting the test, and the presence of the same shall not constitute grounds for discipline. Employees who consume alcohol in the course of their duties, i.e. covert operations, shall not be subject to discipline for such activity. Employees who are called back to duty outside their normal working hours shall inform the supervisor if they have consumed alcohol so that the supervisor may determine whether or not to relieve the Employee from the call back.

Change Appendix I to Appendix A

Add new Dues Form

Delete Step Four from Grievance Form

Section 7.09 – Duty Trade [NEW SECTION]

Employees shall be allowed to trade duty shifts by submitting a written request to each employee's respective shift supervisor prior to the start of the affected employee's shift, as long as the following conditions are met:

- 1. The duty shift trade occurs within the same pay period;**
- 2. Prior supervisory approval from any and all effected shifts must be obtained;**
- 3. The duty shift trades do not create overtime; and**
- 4. Payroll and time records have to accurately report who has worked and when.**

Once an employee has agreed to trade duty shifts, the employee cannot use benefit time, other than sick leave, to avoid working the traded duty shift. Sick Leave may only be used if the employee is sick. Upon returning to work, the employee must bring in verification from a doctor that they were sick.

Section 11.01 - Sick Leave

An employee shall earn one (1) day per month of service as sick leave. The employee may utilize such leave for sickness of the employee or a member of the employee's immediate family and/or spouse and/or significant other who resides with him/her, or to attend physical and dental examinations that could not be scheduled during the employee's off duty hours. The employee must notify and gain approval from their supervisor of the intended use of sick leave as soon as possible and no later than ~~one (1) hour~~ **ninety (90) minutes** prior to the start of the employee's work shift.

Sick leave may be accumulated to one hundred twenty (120) days. Upon death, disability or retirement, the employee may elect to cash-out their accumulated sick leave days at a rate of one day pay for two days of accumulated leave up to a maximum of 60 days for 120 accumulated sick leave hours. Unused sick leave upon retirement shall be utilized according to Illinois Municipal Retirement Fund Regulations to extend retirement benefits.

Section 12.01 - Vacation Periods

All employees covered by this Agreement shall be entitled to the following vacation periods computed from their anniversary dates of employment:

YEARS OF SERVICE COMPLETED	DAYS OF VACATION
Completion of One (1) Year	Six (6) days
Completion of Two (2) Years	Twelve (12) <u>Fourteen (14)</u> days
Completion of Seven (7) Years	Eighteen (18) <u>Twenty-one (21)</u> days
Completion of Fifteen (15) Years	Twenty-four (24) <u>Twenty-six (26)</u> days

Employees hired after December 15, 2011 shall be entitled to the following vacation periods computed from their anniversary dates of employment:

<u>YEARS OF SERVICE COMPLETED</u>	<u>DAYS OF VACATION</u>
<u>Completion of One (1) Year</u>	<u>Five (5) days</u>
<u>Completion of Two (2) Years</u>	<u>Fourteen (14) days</u>
<u>Completion of Seven (7) Years</u>	<u>Twenty-one (21) days</u>
<u>Completion of Fifteen (15) Years</u>	<u>Twenty-six (26) days</u>

Vacation time must be taken in increments of not less than one (1) day at a time.

Vacations that are not taken within the twelve (12) month period immediately following the period in which they accrue, shall be considered waived. If vacation is requested but denied or canceled within the one year period, or if the Sheriff gives approval in writing, unused vacation shall be converted to compensatory time based on forty-eight (48) hours for each unused week of vacation to be used subject to the overtime provisions of this Agreement.

Section 12.04

Between January 1 and February 1 of each calendar year, employees may submit, in writing to their supervisor, their preferences for vacation, provided an employee may not submit more than three (3) preferences. Such request may include vacation through February 28 of the following calendar year. In establishing vacation schedules, the supervisor shall consider both the employee's preference and the operating needs of the department. Where the supervisor is unable to grant and schedule vacation preferences, for all employees but is able to grant some of such (one or more) employee's 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 requests if such would require denial of the first preference of a less senior employee. An employee's preference shall be defined as a specific block of time uninterrupted by work days.

Employees who file their preference by February 1 shall be notified of the vacation schedules by March 1 of that calendar year. Employees whose vacations have been approved and are moved to a different job assignment or shift shall retain their approved vacation preference.

Employees who choose not to file their preference by February 1 or who have not utilized all their vacation time shall be granted vacation on a first come, first served basis depending upon the operating needs of the department. The Sheriff may cancel any vacation due to emergency situations.

Vacations may be approved for employees before they have accrued the time. (For example, if any employee has an anniversary date of November 1st and he or she requests vacation for November 1st then it shall be awarded.)

Section 19.01 - Wage Scale

Employees in the bargaining unit shall be compensated as set forth below:

Pay Step Upon Start	Current Pay Plan	12/1/2010	12/1/2011	12/1/2012	12/1/2013
1	\$26,953.14	\$27,761.73	\$28,594.59	\$29,452.42	\$30,336.00
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3	\$32,539.23	\$33,515.41	\$34,520.87	\$35,556.50	\$36,623.19
4	\$34,069.52	\$35,091.61	\$36,144.35	\$37,228.68	\$38,345.54
5	\$35,603.18	\$36,671.28	\$37,771.41	\$38,904.56	\$40,071.69
6	\$37,541.71	\$38,667.96	\$39,828.00	\$41,022.84	\$42,253.53
8	\$39,480.24	\$40,664.65	\$41,884.59	\$43,141.12	\$44,435.36
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25		\$50,796.35	\$52,320.24	\$53,889.84	\$55,506.54
		3.00%	3.00%	3.00%	3.00%

Section 27.01

This Agreement shall be effective from December 1, ~~2007~~**2010** and shall remain in full force and effect until November 30, ~~2010~~ **2014**. It shall be automatically renewed from year to year thereafter, unless either party shall notify the other, in writing by certified mail, no earlier than one hundred and twenty (120) days preceding expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark.