

ILLINOIS FOP LABOR COUNCIL

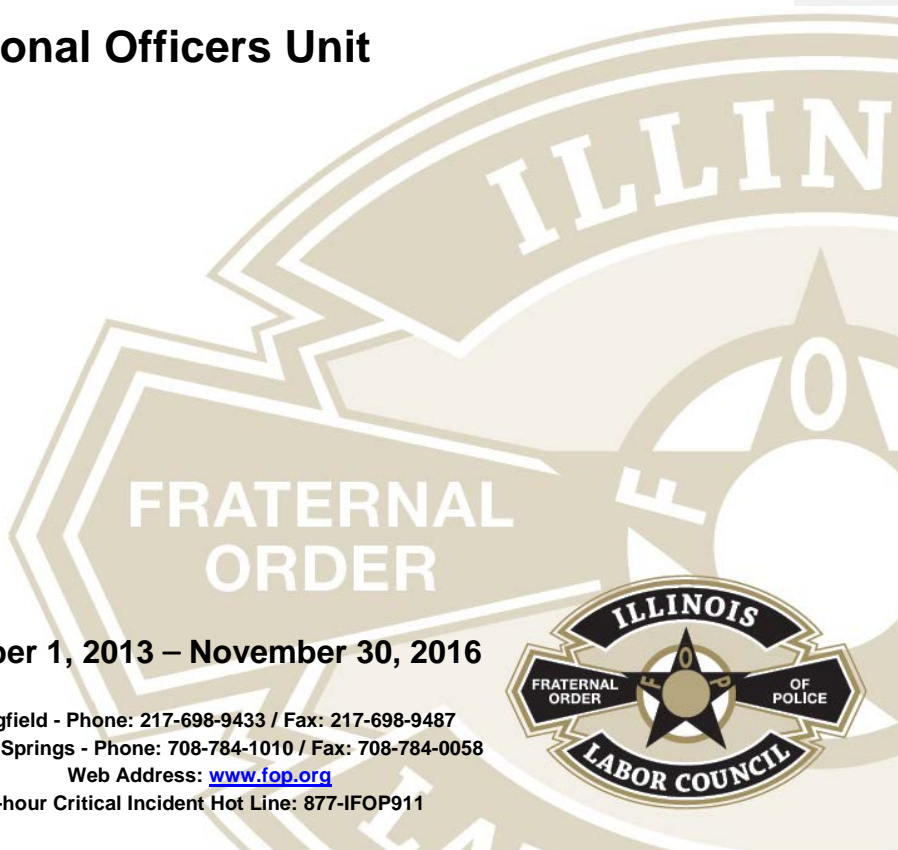
and

Adams County Board/Adams County Sheriff

Correctional Officers Unit

December 1, 2013 – November 30, 2016

Springfield - Phone: 217-698-9433 / Fax: 217-698-9487
Western Springs - Phone: 708-784-1010 / Fax: 708-784-0058
Web Address: www.fop.org
24-hour Critical Incident Hot Line: 877-IFOP911



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ARTICLE 1 - PREAMBLE

This Agreement is entered into by the County of Adams, a body politic, by its duly constituted County Board and the Sheriff of Adams County, hereinafter referred to as the "Sheriff", and the Illinois Fraternal Order of Police Labor Council, hereinafter referred to as the "Union".

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Sheriff and the Union representing the employees in the bargaining unit, and to make clear the basic terms upon which such relationship depends. The parties agree to abide by the terms as established in 5 ILCS 315/1 in regard to any changes in policy or other matters that are enumerated as mandatory topics of collective bargaining prior to implementing said changes. It is the intent of both the Sheriff and the Union to work together to provide and maintain satisfactory terms and conditions of employment, and to prevent as well as to adjust misunderstandings and grievances relating to employees wages, hours and working conditions.

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

ARTICLE 2 - RECOGNITION

Section 2.1 - Unit Description

The Sheriff hereby recognizes the Union as the sole an exclusive collective bargaining representative for the purpose of collective bargaining on matters relating to wages, hours, and other terms and conditions of employment as follows:

Included: All full-time corrections officers employed at the Adams County Sheriff's office below the rank of Jail Administrator

Excluded: All regular patrol officers, and all other ranks utilized at the Adams County Sheriff's office including the Adams County Sheriff, all other employees employed at the Adams County Sheriff's office or the County of Adams, and all confidential, managerial and professional employees and all other supervisors as defined in the Illinois Public Labor Relations Act.

Section 2.2 - Supervisors/Bargaining Unit Work

Supervisors may continue to perform work normally performed by the bargaining unit which is incidental to their jobs. They may also perform bargaining unit work in emergency situations and where such work is necessary to train a bargaining unit employee. Such work by supervisors shall not be used to avoid payment of overtime or cause any layoffs of the bargaining unit employees.

ARTICLE 3 - NEW CLASSIFICATIONS AND JOB VACANCIES

Section 3.1 - New Classifications

Where the Sheriff finds it necessary to create a new job classification, the work of which falls within the scope of the bargaining unit, the Sheriff and Union agree to jointly petition the State Labor Board to seek the necessary unit clarification.

If the inclusion of a new position classification is agreed to by the parties or found appropriate by the Labor Board, the parties shall negotiate as to the proper pay grade for the classification. If no agreement is reached within thirty (30) calendar days from the date its inclusion was determined, the Union may appeal the proposed pay grade to the 2nd step of the grievance procedure.

The second step grievance committee or arbitrator shall determine the reasonableness of the proposed salary grade in relationship to:

- (a) The job content and responsibilities attached thereto in comparison with the job content and responsibilities of other position classifications in the Sheriff'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.

The pay grade originally assigned by the Sheriff shall remain in effect pending the decision.

If the decision of the second step grievance committee or arbitrator is to increase the pay grade of the position classification, such rate change shall be applied retroactive to the date of its installation.

Upon installation of the new position classification, the filling of such position classification shall be in accordance with the posting and bidding procedures of this Agreement.

Section 3.2 - Vacancies

Job Vacancies shall be posted for bid by current departmental personnel who are qualified to apply for said opening prior to offering the opening to outside applicants.

ARTICLE 4 - NO STRIKE

Section 4.1 - No Strike Commitment

Neither the Union nor any Employee will call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage, slow down, or the concerted interference with the full, faithful and proper performance of the duties of employment with the Sheriff during the term of this Agreement. Neither the Union nor any Employee shall refuse to cross any picket line, by whomever established.

Section 4.2 - Performance of Duty

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

Section 4.3 - Resumption of Operations

In the event of action prohibited by Section 1 above, the Union immediately shall disavow such action and request the Employees to return to work, and shall use its best efforts to achieve a prompt

resumption of normal operations. The Union, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

Section 4.4 - Union Liability

Upon the failure of the Union to comply with the provisions of Section 2 above, any agent or official of the Union who is an Employee covered by this Agreement may be subject to the provisions of Section 5 below.

Section 4.5 - Discipline of Strikers

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

Section 4.6 - No Lockout

The County will not lock out any employee(s) covered by this Agreement during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE 5 - MANAGEMENT RIGHTS

The Office has, and continues to retain, all powers, rights, duties and responsibilities traditionally recognized as belonging thereto and vested in it by the laws of the State of Illinois in each and every respect, except as limited by the express and specific terms of this Agreement. These matters which are reserved to the sole discretion of the Office include, but are not limited to the following:

- a. to determine the organization and operations of the Office;
- b. to determine and change the purpose, size, composition and function of the work force;
- c. to set standards for the services to be offered the public;
- d. to direct the employees, including the right to assign work and overtime;
- e. to hire, examine, evaluate, classify, investigate the conduct and performance of, select, promote, reinstate, restore to positions, train, transfer and assign employees;
- f. to increase, reduce or change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work or funds or other proper reasons;
- g. to establish, modify, combine, abolish and determine the work content and functions of all job positions and classifications;
- h. to determine methods of operation, equipment or facilities;

- i. to suspend, demote, discharge or take other disciplinary action against employees for just cause;
- j. to establish and amend policies, procedures, rules and regulations relating to the operations of the Office and job duties, conduct and activities of its employees and the terms of employment except as otherwise expressly provided or restricted by the collective bargaining agreement. The Union will receive a thirty (30) day notice of any changes in policies or procedures as defined herein, the Union shall be allowed input on an advisory basis. Any changes made shall be provided in writing to all employees prior to implementation.

The exercise of such powers and the use of judgment on matters which by law are vested exclusively in the discretion of the Office, are limited by the terms of this Agreement only to the extent such limitations are permitted by the laws of the State of Illinois.

ARTICLE 6 - IMPASSE ARBITRATION

The parties agree that impasses subject to 5 ILCS 315/14 shall be resolved in accordance with that Section and the Rules and Regulations of the Illinois State Labor Relations Board.

ARTICLE 7 - PERSONNEL FILES

Section 7.1 - Personnel Files

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

Section 7.2 - Inspection

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

- (a) Such inspection shall occur within a reasonable time following receipt of the request;
- (b) Such inspection shall occur during daytime working hours Monday through Friday upon reasonable 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 at no cost;
- (d) Upon written authorization by the requesting employee, in cases where such employee has a written grievance pending, and is inspecting their file with respect to such grievance, that employee may have a representative of the Union present during such inspection and/or may designate in such written authorization that said representative may inspect his personnel file subject to the procedures contained in this Article;
- (e) Pre-employment information, such as reference reports, credit checks or information provided the Sheriff with a specific request that it remain confidential, shall not be subject to inspection or copying.

Section 7.3 - Notification

Employees shall be given immediate notice by Sheriff when a formal, written warning or other disciplinary documentation is permanently placed in their personnel file.

Section 7.4 - Limitation on Use of File Material

It is agreed that any material and/or matter not available for inspection, such as provided in Section 1 and 2 above, shall not be used in any manner or any forum adverse to the Employee's interests.

ARTICLE 8 - DISCIPLINE AND DISCHARGE

Section 8.1 - Discipline and Discharge

The parties recognize the principles of progressive and corrective discipline. Disciplinary action or measures shall include only the following:

- oral reprimand
- written reprimand
- suspension (notice to be given in writing)
- discharge

Disciplinary action may be imposed upon an employee only for just cause.

If the Sheriff has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Section 8.2 - Limitation

The Sheriff's agreement to use progressive and corrective disciplinary action does not prohibit the Sheriff in any case from imposing discipline which is commensurate with the severity of the offense. The Sheriff shall notify both the employee and Union of disciplinary action. Such notification shall be in writing and shall reflect the specific nature of the offense.

Section 8.3 - Pre-disciplinary Meeting

For discipline other than oral and written reprimands, prior to notifying the employee of the contemplated discipline to be imposed, the Sheriff shall notify the local Union of the meeting and then shall meet with the employee involved and inform the employee of the reason for such contemplated discipline, including any names of witnesses and copies of pertinent documents. The employee shall be informed of his contract rights to Union representation and shall be entitled to such, if so requested by the employee, and the employee and Union Rep shall be given the opportunity to rebut or clarify the reasons for such discipline. If the employee does not request Union representation, a Union Rep shall nevertheless be entitled to be present as a non-active participant at any and all such meetings.

Section 8.4 - Investigatory Interviews

Where the Sheriff desires to conduct an Investigatory interview of an employee where the results of the interview might result in discipline, the Sheriff agrees to first inform the employee that the employee has a right to Union representation at such interview. If the employee desires such Union representation, no interview shall take place without the presence of a Union representative. The role of

the Union representative is limited to assisting the employee, clarifying the facts and suggesting other employees who may have knowledge of the facts.

Section 8.5 - Written Notice

The employee shall be notified in writing of disciplinary action imposed, be advised of the specific nature of the offense and be given direction as to future behavior.

Section 8.6 - Psychological Testing

Employees cannot be ordered to undergo psychological testing unless the Sheriff has reasonable suspicion to believe that the employee is impaired and cannot perform the functions of his job duties

At the time an employee is ordered to submit to psychological testing, the County shall provide the employee with a written notice of the order setting forth all of the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test.

The employee shall retain all rights as afforded to him under the provisions of the ILCS dealing with Mental Health.

Section 8.7 - Appeals of Discipline and Discharge

Employees may not appeal oral or written reprimands; however, the employee shall receive written notice of the reprimands and may attach a written rebuttal to any reprimands placed in their personnel file.

Employees may appeal suspensions and discharges by filing a written grievance with the Sheriff within three (3) calendar days of being notified of the discipline. If no written grievance filed with the Sheriff within three (3) calendar days, the discipline shall not be appealable.

The Sheriff shall have seven (7) calendar days from receipt of the grievance to respond to the grievance. If the Sheriff does not respond within the seven-calendar day period, the grievance shall be deemed denied.

If the Sheriff denies the grievance, the Union may advance the grievance directly to the Step 3 of Section 13.8 of this Agreement. The Union must notify the Sheriff or his designee in writing within fourteen (14) calendar days of the receipt of the Sheriffs denial that the grievance is being advanced to arbitration.

If an Employee elects to appeal their discipline via the grievance procedure, that Employee shall immediately begin serving their suspension or be discharged pending the appeal.

ARTICLE 9 - SICK LEAVE

Section 9.1 - Allowance

It is the policy of Adams County to provide protection for its full-time employees against loss of income because of illness. All eligible employees are encouraged to save as much sick leave as possible to meet serious illness situations. Sick leave shall not be used to extend vacation periods or holidays.

Any employee contracting or incurring any non-service connected sickness or disability, which renders such employee unable to perform the duties of his employment, shall receive sick leave with pay in accordance with this Agreement.

Section 9.2 - Accumulation

~~Each employee shall accrue annually ten (10) working days of sick leave at the rate of one (1) day per month for the first ten months of each year. Sick leave may be accumulated and carried over from year to year up to ninety (90) days and may be used in one (1) hour increments. Any sick leave earned beyond the ninety day cap shall accrue to the maximum allowed by IMRF for retirement purposes only. Up to November 30, 2016, any current employee may elect to forego the buy back under Section 9.7 in order to use the accrued sick leave for IMRF retirement purposes.~~

Section 9.2 - Accumulation

~~Each employee shall accrue annually ten (10) working days of sick leave at the rate of one (1) day per month for the first ten months of each year. Sick leave may be accumulated and carried over from year to year up to ninety (90) days and may be used in one (1) hour increments. Any sick leave earned beyond the ninety day cap shall accrue to the maximum allowed by IMRF for retirement purposes only.~~

Section 9.3 - Procedures

No employee will be permitted to take leave if it has not yet been earned. Sick leave shall be paid at full pay at the current rate of compensation.

Sick leave may be utilized by employees when they are sufficiently ill so that good judgment would determine it best not to report to work or in the event of injury not arising out of or in the course of their employment and for routine medical and dental appointments. All foreseeable leave for such purposes shall require a specific prior approval of the Sheriff; if sick leave abuse is suspected, the Sheriff may require the certificate of a physician giving information as to the circumstances involved.

Employees who are unable to return to work upon expiration of sick leave benefits and all other authorized benefit time must request a leave of absence without pay.

Any absence of two (2) working days or longer may require a physician's statement of release and verification substantiating that he may return to work. In addition, the Sheriff may request a physician's statement of verification of absence of shorter periods of time if sick leave abuse is suspected. The Sheriff may also require the employee to be examined by a physician of the Sheriff's choice and at the expense of the Sheriff. Notice of an employee's desire to return to work after an extended illness must be given to the Sheriff no less than twenty four (24) hours in advance.

The Sheriff or any authorized supervisor may direct an employee who appears ill to leave work to protect the health of other employees. For compliance with such an order the employee shall only be charged for the actual time used against his sick leave accumulations.

An employee shall be paid sick leave equivalent to the normally scheduled straight time pay. The Sheriff shall maintain a record of sick leave accrual, sick leave taken, and the balance of sick leave allowance available for the individual employees.

Section 9.4 - Sick Leave Abuse Sanctions

For the purposes of the provisions contained in this Article, "abuse" of sick leave is the utilization of such for reasons other than those stated in Section 1 of this Article.

Upon sufficient evidence of the abuse of such sick leave, the employee shall not be paid for such leave taken nor shall the employee accrue any rights such as seniority or other rights. Continued "abuse" of sick leave shall subject the employee to disciplinary action pursuant to the terms of this Agreement. All employees agree to cooperate fully with the Office in verifying illness, including the admission of a supervisor to the employee's home during their normally assigned working hours, when requested, if reasonable suspicion of sick leave abuse exists.

Section 9.5 - Sickness in the Family

An employee shall be entitled to use up to three (3) paid sick leave when there is a sickness or disability involving a member of the family residing within the household, which requires the employee's personal care and attendance. This leave shall only be taken when requiring the employee to report for work would cause a serious hardship on the member of the immediate family suffering from the illness or disability.

Section 9.6 – Sick Time Donation

In the event an employee has exhausted their sick leave during a serious illness of the employee, other employees shall be allowed to donate up to five (5) days per year (in the aggregate for all employee donees) sick leave time from their sick leave accumulation to the employee on a voluntary basis. The Union shall keep track of the time used with written notice to the Employer.

Section 9.7 – Sick Leave Non-use Bonus

Any employee who reaches the sick leave cap shall receive cash reimbursement for ten (10) days of sick leave subtracted from the ninety (90) day cap.

ARTICLE 10 - CONFERENCES AND TRAVEL ALLOWANCE

Attendance at and participation in professional conferences, training, conventions and technical meetings shall be considered part of the employee's normal duties. With the prior approval of the Sheriff, on the form provided by the Sheriff, employees may attend such functions without loss of pay and at County expense. Employees traveling on County business shall either be provided with County vehicles, given mileage at the rate of \$.31 per mile for the use of their private vehicles, or provided with an allowance for other transportation expenses.

Time at training sessions will be considered as the normal tour of duty. For the provisions of this Article only, the usual and customary travel time will be compensated at the appropriate rate.

Reimbursement for meal expenses shall be in accordance with Appendix F – Per Diem.

ARTICLE 11 - COLLECTIVE BARGAINING

Section 11.1 - Negotiations

Adams County, or its' designated representative, agrees to meet with and negotiate with a committee representing the Union for the purpose of negotiating and executing a new Agreement covering wages, rate of pay, hours, and other terms and conditions of employment. Such negotiations shall be participated in by the parties to the end that a full formal Agreement is adopted and effectuated within a reasonable period of time.

Any member of the Union negotiating team assigned to work on a day negotiations are scheduled, shall be released to attend negotiations without loss of pay. Bargaining committee members on off-duty status shall not be compensated for their presence at collective bargaining sessions.

Section 11.2 - Bargaining Unit

The bargaining unit may create a Lodge comp time pool to accumulate hours that can only be used to attend to business or meetings for Union labor functions. Bargaining unit members can elect to assign comp-time to the comp time pool at any time the Comp-time Pool requires time. Once the time is assigned, it cannot be withdrawn. All requests for time from the comp-time pool must be in writing specifying the function to be attended and signed by the Chairman of the bargaining unit. The granting of this time will require the permission of the Sheriff or his designee and shall not be unreasonably denied.

ARTICLE 12 - SUBCONTRACTING

If the current practice will no longer be in effect, the parties agree to negotiate over new terms. In regard to employees subcontracting to perform any off-duty law enforcement work for villages after the date of signing of this Agreement, must receive prior approval from the Sheriff and all employees shall provide the Sheriff with a monthly report of hours worked.

Any off-duty extra employment opportunities provided through the Sheriff shall be posted for two (2) days with notice of posting provided by email to all employees, with sign up to be based on seniority with the Employer not rank and limited to two (2) sign-ups. The sign up priority is offered to patrol deputies and sergeants first, then correction officers. Once the list has been filled and marked "final" or within twenty-four hours of the assignment, bumping shall not occur.

ARTICLE 13 - DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

Section 13.1 - Definition of a Grievance

A grievance is defined as any unresolved difference between the Sheriff and the Union or any employee regarding the application, meaning or interpretation of this Agreement. This grievance procedure is subject to and shall not conflict with any provisions of the Illinois Public Labor Relations Act.

Any matters falling under the jurisdiction of the Merit Commission are specifically not covered by this Article and shall not be processed as a grievance nor be the subject of arbitration.

Section 13.2 - Dispute Resolution

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

The employee shall make his complaint to the Chief Deputy within ten (10) working days of when the employee knew or should have known of the occurrence. (working days are defined as Monday through Friday) The Chief Deputy will notify the employee of the decision within ten (10) working days following the day when the complaint was made. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances. In the event of a complaint, the employee shall first complete his assigned work task, and complain later. In the event the Chief Deputy is not available within the prescribed time limits, that grievance shall commence at step 1 of the grievance procedure.

Section 13.3 - Representation

Grievances may be processed by the Union on behalf of an employee or on behalf of a group of employees. Either party may have the grievant or one grievant representing group grievants present at any step of the grievance procedure, and the employee is entitled to Union representation at each and every step of the grievance procedure upon his request.

Grievances may be filed on behalf of two or more employees only if the same facts, issues and requested remedy apply to all employees in the group.

Section 13.4 - Subject Matter

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

Section 13.5 - Time Limitations

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

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

Section 13.6 - Grievance Processing

No employee or Union representative shall leave his work assignment to investigate, file or process grievances without first securing permission of his supervisor. In the event of a grievance, the employee shall always perform his assigned work task and grieve his complaint later, unless the employee reasonably believes that the assignment endangers his safety.

Section 13.7 - Grievance Meetings

A maximum of two (2) employees (the grievant and/or Union Rep) per work shift shall be excused from work with pay to participate in grievance meetings. The employee(s) shall only be excused for the amount of time reasonably required to present the grievance. The employee(s) shall not be paid for any time during which a grievance meeting occurs outside of the employee's work shift. In the event of a grievance, the employee shall first perform his assigned work task and file his grievance later.

Section 13.8 - Steps in Procedure

Disputes arising under this Agreement shall be resolved as follows:

Step 1. If no agreement is reached between the employee and the Chief Deputy, as provided for in Section 2 Dispute Resolution, the Union shall prepare a written grievance on a form mutually agreed to and presented to the Sheriff no later than five (5) working days after the employee was notified of the decision by the Chief Deputy. Within five (5) working days after the grievance has been submitted or some other mutually agreed to date, the Sheriff shall meet with the grievant and the Union Rep to discuss the grievance and make a good faith attempt to resolve the grievance. The Sheriff shall respond in writing to the grievant and the Union Rep within five (5) working days following the meeting. If the grievance is not the type that involves the shared responsibilities of the Employer, the settlement of which would involve monies beyond the budgeted funds of the Sheriff, the Sheriff shall indicate in his answer to the grievance that his response shall be the final response of the Employer. In this instance, if the matter is not deemed settled by the Union, the matter shall be referred to Step three of the grievance procedure.

Step 2. If the grievance is not settled at Step 1 and involves the shared responsibilities of the Employer, the settlement of which would involve monies beyond the budgeted funds of the Sheriff, the grievance may be referred in writing, within five (5) working days after the decision of the Sheriff, to a Committee consisting of the Sheriff and the designated County Board Committee. The Committee shall meet with the Union and the grievant to discuss the grievance and make a good faith effort to resolve the grievance within five (5) working days or some other mutually agreed to date. The Committee shall respond in writing to the grievant and the Union within five (5) working days following the meeting.

Step 3. If the dispute is not settled at Step 2, the matter may be submitted to arbitration within ten (10) working days after the Committee's written decision or the expiration of the five (5) day period if the Committee fails to render a written decision. The parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. Either party shall have the right to reject an entire list of arbitrators. The arbitrator shall be selected from the list of seven (7) by alternate strikes by the Sheriff representative and the Union. (The Sheriff and the Union shall flip a coin to determine who should strike first.) The person whose name remains on the list shall be the arbitrator. The arbitrator shall be notified of his selection by a joint letter from the Sheriff and the Union. Such letter shall request the arbitrator to set a time and a place for the hearing subject to the availability of the Sheriff and Union representatives and shall be

notified of the issue where mutually agreed by the parties. All hearings shall be held in the City of Quincy, Illinois unless otherwise agreed to.

Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator.

The Sheriff or Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its witness.

Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute.

The expenses and fees of arbitration and the cost of the hearing room shall be shared equally by the Sheriff and Union. Costs of arbitration shall include the arbitrator's fees, room cost and transcription costs. Nothing in this Article shall preclude the Sheriff and Union from agreeing to use the expedited arbitration procedures of the Federal Mediation and Conciliation Service. The decision and award of the arbitrator shall be made within forty-five (45) days following the hearing and shall be final and binding on the Sheriff, the Union and the employee or employees involved. The arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of the Agreement.

ARTICLE 14 - SENIORITY

Section 14.1 - Definition of Seniority

As used herein, the term "seniority" shall refer to and be defined as the continuous length of service with the Sheriff from the date of last hire.

Section 14.2 - Definition of "In-Rank" Seniority

As used herein, the term "in-rank" seniority shall refer to seniority in the position covered by this agreement. All time-generated benefits shall be determined by seniority with the Sheriff. Seniority to determine time off approval or shift selection and so on shall be determined by seniority in rank.

Section 14.3 - Probation Period

An employee is a "probationary employee" for his first twelve (12) months of employment after completing the corrections academy. 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 his probationary period. Upon the completion of his probationary period, he will acquire seniority from his date of appointment or hire.

Section 14.4 - Seniority List

The Sheriff and Union have agreed upon the initial seniority list setting forth the present seniority dates for all employees covered by this Agreement and shall become effective on or after the date of execution of this Agreement. Such lists shall finally resolve all questions of seniority affecting employees covered under this Agreement or employed at the time the Agreement becomes effective. Disputes as to seniority listing shall be resolved through the grievance procedure. The initial agreed list is attached hereto as Appendix B and made a part hereof.

Section 14.5 - Termination of Seniority

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

- (a) quits by written resignation; or
- (b) is discharged for just cause; or
- (c) accepts gainful employment while on an approved leave of absence from the Sheriff's Office; or
- (d) is absent for three consecutive scheduled work days without proper notification, authorization or acceptable excuse; or
- (e) fails to return to work at the conclusion of an approved leave of absence for a period of three (3) consecutive days without good cause.

Section 14.6 - Seniority While On Leave

Employees will not continue to accrue seniority credit for all time spent on authorized unpaid leave of absence.

Section 14.7 - Conflicts in Vacation

Employees shall select the periods of their annual vacation on the basis of seniority.

Section 14.8 - Seniority With the Sheriff

Any employee of Adams County who joins the Sheriff's Office shall retain his original hire date with Adams County as seniority for time generated benefits only. Any employee who transfers from one Sheriff's Office bargaining unit to another shall maintain his hire date seniority for time generated benefits only. For purposes of utilizing seniority it shall be determined by the date assigned to the appropriate bargaining unit as described herein. The appropriate unit's wage schedule shall not be considered a time-generated benefit.

Section 14.9 – Same Date Of Appointment Seniority Determination

If more than one employee is appointed to the position of deputy sheriff on the same date, the first determination of who has seniority rights over the other shall revert to hire date with the Sheriff regardless of bargaining unit. If all factors are equal, then a coin toss shall determine who has seniority over the other.

Section 14.10. – Shift Bidding by Seniority

Employees shall be allowed to bid for shifts and days off by seniority once each year. The Sheriff shall post a list of shifts and days off available for bid one month prior to January of each year with the assignment taking effect in the first new pay period of January.

In the event any employee excluded from bidding is reassigned to a shift bidding position, they shall be placed in the position opened by the reassignment of the replacement officer until the next shift bidding period. In the event the position is eliminated, then the employee shall select the shift of their preference.

The Sheriff reserves his management rights to move employees based on operational needs.

ARTICLE 15 - LABOR/MANAGEMENT CONFERENCES

Section 15.1 - Labor Management Conferences

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

- (a) Discussion of the implementation and general administration of this Agreement.
- (b) A sharing of general information of interest to the parties.
- (c) Notifying the Union of changes in non-bargaining conditions of employment contemplated by the Sheriff which may affect employees .
- (d) Discussion of pending grievances on a non-binding basis to attempt to adjust such grievances and to discuss procedures for avoiding further grievances.

The Sheriff and the Union agree to cooperate with each other in matters of the administration of this Agreement and to the degree that standards of law enforcement can be maintained for the maximum protection of the citizens of the State of Illinois.

To effectuate the purposes and intent of the parties both parties agree to meet as necessary.

Section 15.2 - Integrity of Grievance Procedure

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be discussed in detail at labor-management conferences and any such discussions of a pending grievance shall be non-binding on either party and solely for the purpose of exploring alternatives to settle such grievances and such grievance discussion shall only be held by mutual agreement of the Sheriff and the Union nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 15.3 - Union Rep Attendance

When absence from work is required to attend labor management conferences employees shall before leaving their workstation give reasonable notice to and receive approval from their supervisor in order to remain in pay status. Supervisors shall approve the absence except in emergency situations. Employees attending such conferences shall be limited to two (2).

ARTICLE 16 - SAFETY COMMITTEE

Section 16.1 - Cooperation

The County and the Union agree to cooperate to the fullest extent reasonably possible to promote the use of safe equipment facilities practices and procedures.

Section 16.2 - Safety Committee

Employees designated by the Union and persons designated by the County shall comprise a safety committee for the purpose of discussing safety and health issues relating to employees and to recommend reasonable safety and health criteria relating to equipment facilities practices and procedures. The Committee shall meet as needed; by mutual agreement. Formal recommendations of the committee shall be submitted in writing to the Sheriff with a copy to the Union but shall not be binding upon the County or the Union. Within a reasonable time after the formal recommendations are submitted to the Sheriff he shall give his written response to the recommendations to the committee.

Section 16.3 - Disabling Defects

No employee shall be required to use any equipment that has been designated by both the Union and the County as being defective because of a disabling condition unless the disabling condition has been corrected. When an assigned Office vehicle is found to have a disabling defect or is in violation of the law the employee will notify his supervisor, complete required reports and follow the supervisor's direction relative to requesting repair, replacement or the continued operation of said vehicle.

ARTICLE 17 - GENERAL PROVISIONS

Section 17.1 - Use of Masculine Pronoun

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

Section 17.2 - Work Rules

Work rules of the Adams County Sheriff which are not in conflict with this Agreement and are in force at the time this Agreement is signed shall continue in full force and effect.

Section 17.3 - Bulletin Board

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

Section 17.4 - Time Sheets and Records

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

Section 17.6 - County to Replace Personal Effects

The Sheriff agrees to repair or replace based on reasonable and customary cost of replacement as necessary, an Employee's eye glasses, contact lenses and other personal effects, items over two hundred (\$200.00) dollars as documented with and approved by the Sheriff, including uniforms if such are

damaged or broken, if during the course of the employee's duties the employee is required to exert physical force, is attacked by another person or damage is caused during the performance of their duties. Incident to be documented with immediate supervisor as soon as possible after the incident occurs.

Section 17.7 - Exposure to Contagious Diseases

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

The Sheriff also agrees to inoculate all employees for Hepatitis B and all other inoculations as recommended by the County Health Department.

Section 17.8 - Accumulated Time to be Provided

Quarterly, the Sheriff will provide a current log of accumulated time to each member of the bargaining unit indicating their current accumulated time due for compensatory time, vacation time, personal days and sick time if the employees do not have access to their computer records. Upon request, the employee may view the books on accumulated time.

Section 17.9 - Continuing Compensation

The Sheriff agrees to abide by the provisions of 5 ILCS 345/1 for any injury incurred in the line of duty.

Section 17.10 – Accumulation and Use of Benefit Time

Sick leave, Holiday Comp-time, Vacation Days and Personal Days shall be prorated and adjusted to the calendar year for any new employees. Thereafter, all leave time as defined herein, shall be awarded on January 1 to be used by December 31 of each year of this Agreement. If any time has been used and not yet earned when an employee leaves the employment of the Sheriff, the employee shall reimburse the Sheriff who is authorized to deduct any time owed from their final paycheck.

Section 17.11 – Exempt Position

Any employee, who is a member of the bargaining unit and is promoted to an exempt position outside the bargaining unit, shall have his seniority frozen on the effective date of the promotion. In the event the employee is removed from the exempt position for reasons other disciplinary cause for termination, they shall return to the bargaining unit and their seniority shall continue from the date the seniority was frozen. This provision does not apply to any employee hired to the exempt position who was not a member of the bargaining unit at the time of appointment.

Section 17.12. Overtime List

The overtime turn sheet shall be updated and posted on the FOP bulletin board at all times.

ARTICLE 18 – EMPLOYEE TESTING

Section 18.1 - Statement of County Policy

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

Section 18.2 - Prohibitions

Employees shall be prohibited from:

- (a) consuming or possessing alcohol (unless in accordance with duty requirements) or illegal drug at any time during the work day or anywhere on any County premises or job sites including all County buildings properties vehicles and the employee s personal vehicle while engaged in County business; and
- (b) consuming, possessing, illegally selling purchasing or delivering any illegal drug (including steroids) at any time; and
- (c) shall report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

Section 18.3 - Drug and Alcohol Testing Permitted

Where the County has reasonable suspicion to believe that an employee is then under the influence of alcohol or illegal drugs during the course of the work day the County shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. At least one (1) (non-bargaining unit) supervisory personnel who are not members of the bargaining unit represented by the Union must certify their reasonable suspicions concerning the affected employee prior to any order to submit to the testing authorized herein. There shall be no random or unit-wide testing of employees except random testing of an individual employee as authorized in Section 8 below. The foregoing shall not limit the right of the County to conduct such tests as it may deem appropriate for persons seeking employment prior to their date of hire.

Section 18.4 - Order to Submit to Testing

At the time an employee is ordered to submit to testing authorized by this Agreement the County shall provide the employee with a written notice of the reasonable suspicion which formed the basis for the order to test.

The employee shall be permitted to consult with a representative of the Union at the time the order is given. In the case of suspected abuse of alcoholic beverage, a telephone contact with a representative of the Illinois Fraternal Order of Police Labor Council will be considered sufficient for the purpose of consulting with a Union representative as defined herein. This contact must occur within sixty (60) minutes of being ordered to submit to a breath test. No questioning of the employee shall be conducted without first affording the employee the right to F.O.P. representation and/or legal counsel.

Refusal to submit to such testing may subject the employee to discipline but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he may have.

Section 18.5 - Tests to be Conducted

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

- (a) use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);
- (b) insure that the laboratory or facility selected conforms to all NIDA standards;
- (c) establish a chain of custody procedure for both sample collection and testing that will insure the integrity of the identity of each sample and test result. No employee covered by this Agreement shall be permitted at any time to become a part of such chain of custody;
- (d) collect a sufficient sample of the same body fluid or material from an employee to allow for initial screening a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the employee;
- (e) collect samples in such a manner as to insure a high degree of security for the sample and its freedom from adulteration;
- (f) confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography mass spectrometry (gcms) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;
- (g) provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing at the employee's own expense provided the employee notifies the Sheriff within seventy-two (72) hours of receiving the results of the tests;
- (h) require that the laboratory or hospital facility report to the County that a blood or urine sample is positive only if both the initial screening and confirmation tests are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the County inconsistent with the understandings expressed herein (e.g. billings for testing that reveal the nature or number of tests administered) the County will not use such information in any manner or forum adverse to the employee's interests;
- (i) require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results that showing an alcohol concentration of .04 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive. (Note: The foregoing standard shall not preclude the County from attempting to show that test results between .01 and .04 demonstrate that the employee was under the influence but the County shall bear the burden of proof in such cases.);

- (j) provide each employee tested with a copy of all information and reports received by the County in connection with the testing and the results;
- (k) insure that no employee is the subject of any adverse employment action except temporary reassignment or relief from duty with pay during the pendency of any testing procedure. Any such temporary reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.
- (l) for the purpose of determining whether an employee is under the influence of alcohol, the Sheriff may use a properly certified breath testing machine.

Section 18.6 - Right to Contest

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

Section 18.7 - Voluntary Requests for Assistance

The County shall take no adverse employment action against an employee who voluntarily seeks treatment (if not involved in an incident that might lead to an order to test), counseling or other support for an alcohol or prescription drug related problem other than the County may require reassignment of the employee with pay if he is then unfit for duty in his current assignment. The County shall make available through its Employee Assistance Program a means by which the employee may obtain referrals and treatment. All such requests shall be confidential and any information received by the County, through whatever means, shall not be used in any manner adverse to the employee's interests except reassignment as described above.

Section 18.8 - Discipline

In the first instance that an employee tests positive on both the initial and the confirmatory for non-reported or abused prescription drugs or is found under the influence of alcohol may be subject to thirty (30) days discipline without pay. For any employee required to test under these provisions whose BAC is more than .01 but less than .04 may be subject to discipline up to a maximum of thirty (30) days. Any employee who tests positive for the presence of illegal drugs shall be subject to discipline up to and including discharge.

All employees who voluntarily seek assistance with abuse of prescription drugs and/or alcohol related problems, shall not be subject to any disciplinary or other adverse employment action by the County unless charged with a criminal offense, except as provided below in section B, provided that the procedures set forth in Article 7, "Discipline and Discharge" and Article 24, "Peace Employee's Bill of Rights" of this Agreement are followed. The foregoing is conditioned upon:

- (1) the employee agreeing to appropriate treatment as determined by the physician(s) involved;
- (2) the employee discontinues his abuse of prescription drugs or abuse of alcohol;
- (3) the employee completes the course of treatment prescribed including an after-care group for a period of up to twelve (12) months;
- (4) the employee agrees to submit to random testing during hours of work during the period of "after-care" .

Employees who do not agree to or who do not act in accordance with the foregoing or who test positive a second or subsequent time for the presence of non-reported prescription drugs or alcohol during the hours of work shall be subject to discipline up to and including discharge.

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

Section 18.9- Random Drug Testing

The Sheriff may institute random drug testing. At any time random drug testing is initiated, those officers or sworn supervisory personnel to be tested shall be chosen using random sampling methods and shall not exceed 50% of officers per year except as otherwise provided in this article. The Union has the right to have two (2) representatives present at the random drawing. Upon completion of the testing, the names of the person shall return to the pool from which the next random sampling is chosen.

Any officer assigned to the Drug Investigation Unit may be tested prior to entering such unit and may be tested at any time during his or her assignment to that unit up to three times per year. In the event an officer, who is assigned to the drug investigation unit, name is selected in the general random testing pool, such test shall count towards the maximum three time per year testing. In the event the officer has already been tested three times during the year, he shall not be required to be tested again. Such officers may also be subject to drug testing prior to his or her leaving that assignment. The Sheriff may institute random testing of other persons assigned to special units in which there is a high degree of contact with illegal drugs.

Probationary officers may be tested at any time during their probationary period, including testing prior to appointment as a full time police officer. Nothing in this agreement shall limit the right of the Sheriff to conduct such tests of persons seeking employment as an officer prior to their date of hire.

Refusal to submit to drug and/or alcohol testing or proven adulteration by an officer of a sample submitted to testing may be grounds for discipline up to and including termination.

Any officer who tests positive for the presence of illegal drugs on both the preliminary and confirmatory tests may be subjected to discipline up to and including termination from the department.

In conducting the testing authorized by this Section the County shall follow the guidelines as established in section 5 of this Article.

ARTICLE 19 - WORKING OUT OF CLASSIFICATION

If an employee is assigned to work a position of a higher classification he will receive the compensation of that position. Such work assignment shall be solely within the Sheriff's discretion.

ARTICLE 20 - HOLIDAYS

Section 20.1. Designated Holidays

All employees will be credited with all designated holidays on January 1, of each year, to be taken off during the year or sold back according to the provisions of section (20.3) below. Any employee, who terminates their employment and has taken holiday time not yet earned, shall have the time deducted from their final pay. Designated holidays are:

- | | |
|--|---|
| New Years Day | Labor Day |
| Martin Luther King's Birthday | Columbus Day |
| Lincoln's Birthday | Veterans Day |
| Washington's Birthday | Thanksgiving Day |
| Good Friday <u>Spring Holiday</u> | _____ Day After Thanksgiving |
| Memorial Day | Christmas Day |
| Independence Day | |

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Section 20.2 – Holiday Compensation

~~All employees whose regularly schedule work day falls on a designated holiday shall be compensated paid at the time and one half (1 1/2 X) rate; the half time may be taken as cash or comp time, option employee. If the employees select comp time, it shall be placed in the compensatory time bank subject to the cap.~~

~~All employees whose regular day off falls on a designated holiday, shall receive their holiday time as cited in section 20.1 above.~~

Section 20.3 – Holiday Comp-time Buy-Back

- ~~(a) Effective January 1, 2014, employees shall not be able to bank or take holidays off for Martin Luther King's Birthday, Washington's Birthday and Veteran's Day each year. Instead shall have the cash value of thirty-six (36) hours added to their base pay effective December 1, 2013.~~
- ~~(b) On May 1 and November 1, of each year, at the option of the employee, they do one (1) of the following:
 - ~~(i) Sell back to the Employer up to one hundred and fifty six (156) one-hundred and twenty (120) hours of holiday time;~~~~

(ii) At the option of the employee, they may waive the cash value of the one hundred and twenty (120) hours of holiday time and have up to the full untaxed amount deducted from their family health insurance premiums, so long as the law allows health insurance premiums to be paid pre-tax; or

(iii) At the option of the employee, in the event they do not qualify for the wellness exemption and are required to pay a portion of the individual health insurance costs, they may convert holiday time due to cover the cost on a non-tax basis, so long as the law allows health insurance premiums to be paid pre-tax.

Section 20.2 - Holiday Compensation

~~All employees whose regularly schedule work day falls on a designated holiday shall be compensated at the time and one half (1 1/2 X) rate; the half time may be taken as cash or comp time; option employee. If the employees select comp time, it shall be placed in the compensatory time bank subject to the cap.~~

~~All employees whose regular day off falls on a designated holiday, shall receive their holiday time as cited in section 20.1 above.~~

Section 20.3 - Holiday Comp time Buy-back

~~On May 1 and November 1, of each year, at the option of the employees, they may sell back to the Employer up to one hundred and fifty six (156) hours of holiday time~~

ARTICLE 21 - NON-DISCRIMINATION

Section 21.1 - Equal Employment Opportunity

The Sheriff will continue to provide equal employment opportunity for all Employees and develop and apply equal employment practices.

Section 21.2 - Prohibition Against Discrimination

Both the Employer and the Union agree not to discriminate against any employee on the basis of race, gender, creed, religion, marital or parental status, sexual orientation, age, national origin, political affiliation and/or beliefs, disability or other prohibited factors.

Section 21.3 - Union Membership or Activity

Neither the Sheriff nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union and there shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status.

Section 21.4 - No Dual Remedies

~~Alleged violations of this Article which may also be the subject of a charge before a state State or federal Federal administrative agency shall **not** be grievable, **but not arbitrable, under this Agreement but must instead be filed with the appropriate State of Federal Agency.**~~

Section 21.4 - No Dual Remedies

~~Alleged violations of this Article which may also be the subject of a charge before a state or federal administrative agency shall be grievable, but not arbitrable, under this Agreement.~~

ARTICLE 22 - LAY-OFF/RECALL

Section 22.1 - Layoff

In the event the Sheriff determines that there are insufficient funds or the lack of work and a layoff is necessary, employees shall be laid off by classification, in the inverse order of their seniority unless compliance with State or Federal law requires otherwise.

Section 22.2 - Layoff Order

Probationary employees temporary and part-time employees shall be laid off first then full-time employees shall be laid off in inverse order of their seniority. Individual employees shall receive notice in writing of the layoff not less than thirty (30) days prior to the effective date of such layoff.

Section 22.3 - Recall

Employees shall be recalled from layoff according to their seniority. No new positions will be created or positions filled that could be filled by a corrections officer until all employees on layoff desiring to return to work shall have been given the opportunity to return to work. Recall rights under this provision shall terminate twenty-four (24) months after layoff.

In the event of recall, eligible employees shall receive notice of recall either by actual notice or by certified mail, return receipt requested. It is the responsibility of all employees eligible for recall to notify the Sheriff of their current address. Upon receipt of the notice of recall, employees shall have five (5) working days to notify the Sheriff of their acceptance of the recall. The employee shall have five (5) working days thereafter to report for duty.

ARTICLE 23 - BILL OF RIGHTS

In the event the Sheriff deems it necessary to interrogate an employees' for any action that may lead to a suspension without pay, the Sheriff agrees to provide at least seventy-two (72) hours notice and follow the guidelines as established in the Peace Officers Disciplinary Act as defined in the Illinois Compiled Statutes (50 ILCS 725 et. seq.) as may be amended from time to time.

Nothing in this section is intended to or should be construed to waive employees' right to union representation during questioning that the employees' reasonably believe may lead to discipline.

ARTICLE 24 - VACATION DAYS

Section 24.1 - Entitlement

Full-time employees receive vacation benefits following the schedule below. Benefits begin accruing the first day of employment, but vacation days cannot be used until the employee completes the first six (6) months. Vacation days will accrue subject to successful completion of the probationary period up to a maximum of ten days the first year.

If the employee is not retained after the probationary period, he/she shall be entitled to a prorated amount of vacation days due.

Section 24.2 - Accrual

1 year to 9 years	10 working days
10 years to 14 years	15 working days
15 years to 19 years	20 working days

Section 24.3 - Approval

Vacation time must be approved by the supervisor in advance, but shall not be unreasonably denied.

Section 24.4 - Minimum Increments

Vacation benefits can be used in one (1) hour increments.

Section 24.5 - Priority Vacation Requests

During the month of January of each year of this Agreement, employees on the twelve (12) hour schedule shall be allowed to select up to a maximum of three (3) blocks not exceeding fifteen (15) working days of vacation, in minimum blocks of two (2), three (3) or five (5) working days and those employees on the eight (8) hour schedule shall be allowed up to fifteen (15) working days in minimum blocks of five (5) days or forty (40) hours, for the calendar year, with seniority being the deciding factor in the approval of said time.

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

Section 24.6 - Call-out While on Vacation

When an employee is on vacation they shall be placed on the do not call list for mandated overtime. Vacation for this purpose shall include the adjacent days off to the approved vacation leave. If the employee wishes to be available for overtime during their vacation leave, they shall advise their supervisor in writing.

ARTICLE 25 - HOURS OF WORK/OVERTIME

Section 25.1 - Intent of Article

This Article is intended to define the normal hours of work and to provide the basis for the calculation of overtime. It is not intended to be a guarantee of hours of work per day or work period, nor is it intended to establish a right to pay for time not worked except as specifically provided for in this Agreement. The foregoing however is not intended to permit the County to schedule or require employees to work short work weeks solely for the purpose of avoiding the overtime obligations.

Section 25.2 - Workday and Work Period

The work day shall consist of twelve (12) hours and for the twelve hour work day schedule only, the regular work period shall be a two week eighty-four (84) hour period with rotating days off as follows: on-duty Monday and Tuesday followed by off-duty Wednesday and Thursday, on duty Friday, Saturday and Sunday followed by off-duty Monday and Tuesday, on-

duty Wednesday and Thursday followed by off-duty Friday, Saturday and Sunday. Then the schedule repeats itself. Starting and quitting times for the regular shifts shall be 6:00 a.m. to 6:00 p.m. and 6:00 p.m. to 6:00 a.m. There will be two (2) power shifts with the hours to be determined and incorporated herein

There shall be four (4) squads consisting of four (4) correction officers each comprising two day watches and two night watches. The power shift shall consist of two (2) teams with two (2) correction officers assigned to each team. Power shift team members may be reasonably flexed to cover shift shortages and trips. The Sheriff will make every effort to afford power shift team members advance notice for flexed shifts.

All benefit time shall be defined as working day.

Each employee working a twelve (12) hour shift covered by this Agreement shall be allowed a sixty (60) minute lunch break and two fifteen (15) minute breaks during a full day's work. These breaks shall be included in the workday. If an employee is scheduled to work less than eight (8) consecutive hours or less, they shall not only be entitled to a thirty (30) minute lunch break. The employees recognize that from time to time it may be necessary to perform work during their lunch and break periods. Employees shall not be entitled to any additional compensation in the event that they do not receive their full lunch or break periods. The pay period shall be every two weeks and the pay period ends one week prior to the pay date.

~~Each employee covered by this Agreement shall be allowed a sixty (60) minute lunch break and two fifteen (15) minute breaks. These breaks shall be included in the workday. The employees recognize that from time to time it may be necessary to perform work during their lunch and break periods. Employees shall not be entitled to any additional compensation in the event that they do not receive their full lunch or break periods. The pay period shall be every two weeks and the pay period ends one week prior to the pay date.~~

Section 25.3 - Basis for Calculating Overtime

For all hours worked in excess of the regular work day, including time worked in excess of the regularly scheduled hours because of changes back and forth from Standard Time to Daylight Savings Time, (in the event the employee works one (1) hour less due to the change, one (1) hour of compensatory time shall be used to make up the difference) and for all hours worked on days that an employee is not scheduled to work in accordance with his regular duty schedule and for all hours during which an employee is in a pay status (i.e. not on an unpaid leave of absence) an employee shall be paid at one and one-half (1-1/2) times his regular hourly rate of pay. For purposes of establishing the hourly rate of pay, the annual salary shall be divided by 2080 hours. Overtime shall be earned and paid in thirty (30) minute increments.

Section 25.4 - No Pyramiding

There shall be no pyramiding of overtime for the same hours worked and compensation shall not be paid more than once to the same employee for the same hours under any provision of this Agreement.

Section 25.5 - Court Time/Call-back

An Employee who is required by the County to be in court or is called back to work while off duty where such time does not immediately precede or follow his scheduled duty hours shall receive a guaranteed minimum of two (2) hours pay at the overtime hourly rate of pay or actual time worked, whichever is greater. If a scheduled court appearance is within two (2) hours of the employee's regular

scheduled shift, the employee has the option to either work or request off early, subject to supervisor's approval. Court time which immediately precedes or follows an employee's scheduled duty hours shall be compensated at applicable overtime hourly rate of pay.

Section 25.6 - Trade Days

With the Sheriff's approval, employees may trade days.

Section 25.7 - Compensatory Time

At the option of the employee in lieu of pay for overtime, overtime shall be banked at the rate of one and one-half (1-1/2) hours of compensatory time off for each overtime hour. Compensatory time may accrue to a maximum of sixty (60) hours which shall carry-over from year to year.

Compensatory time off shall be subject to approval of supervision and will not be unreasonably denied.

Section 25.8 - Adjusting Work Hours For Individual Employees

Other than as established in subparagraph (e) and (f), upon at least three (3) days notice an Employee's regular work period may be changed to a different work period provided that:

- a) the change is for the purpose of filling an identified operational need;
- b) an attempt is first made to fill the need with a qualified volunteer;
- c) the new shift to which the Employee is assigned has specified and constant starting and ending times; and
- d) the Employee is not subjected to more than one (1) completed change (i.e. a change from the Employee's regular shift to his new shift and back again) in a twenty-eight (28) day period.
- e) Upon reasonable advance notice to the employee, the Office may alter an employee's scheduled shift and /or regular days off in order to staff special details of short duration, investigations, training programs or similar special assignment. The provisions of this paragraph and paragraph (f) below shall not be used to avoid payment of overtime.
- f) In order to meet a legitimate operational need, an employee's scheduled shift starting and quitting time may be altered plus or minus four (4) hours.

Section 25.9 - Overtime Distribution

- a) Should a vacancy occur within the unit for any reason the overtime assignment shall be offered to the employees on a seniority basis.
- b) In emergency situations, the closest person concept may be utilized.
- c) Overtime shall be distributed as equally as possible among those employees qualified to perform the work. Overtime shall be offered on a rotation based on seniority.

The most senior employee, who is both, qualified and available shall have the first opportunity to accept or decline a maximum of one (1) work period of overtime. Once accepted or declined, the next most senior employee will be eligible for the next work period of overtime. This pattern will repeat itself until the least senior employee accepts or declines one (1) work period. Once all qualified employees have had an opportunity for one (1) work period of overtime the process shall repeat itself.

- d) If all employees decline the overtime offered, the Sheriff shall assign overtime in inverse rotating seniority for all those qualified to perform the duties. The maximum ordered overtime for one (1) employee during a rotation shall be one (1) work period.
- e) A list of female corrections officers shall be established by seniority for call-out on the same basis as established in paragraph (c) above, for the purpose of attending to female inmate needs or booking as required by the Employer. Female Correction Officers called in for this purpose shall not have this call-out count towards their position in the regular overtime rotation.

ARTICLE 26 - WAGES

Section 26.1 Base Annual Wage

The base annual wage rates effective during the term of this contract are as follows:

	<u>12/1/2010</u>	<u>12/1/2011</u>	<u>12/1/2012</u>	
<u>Start</u>	<u>\$13.19</u>	<u>\$13.45</u>	<u>\$13.72</u>	
<u>After 1</u>	<u>\$14.64</u>	<u>\$14.93</u>	<u>\$15.23</u>	
<u>After 2</u>	<u>\$15.75</u>	<u>\$16.07</u>	<u>\$16.39</u>	
<u>After 3</u>	<u>\$16.84</u>	<u>\$17.18</u>	<u>\$17.52</u>	
<u>After 4</u>	<u>\$17.11</u>	<u>\$17.45</u>	<u>\$17.80</u>	
<u>After 5</u>	<u>\$17.67</u>	<u>\$18.02</u>	<u>\$18.38</u>	
	<u>12/1/2012</u>	<u>12/1/2013</u>	<u>12/1/2014</u>	<u>12/1/2015</u>
<u>Start</u>	<u>\$13.72</u>	<u>\$14.34</u>	<u>\$14.68</u>	<u>\$15.02</u>
<u>After 1</u>	<u>\$15.23</u>	<u>\$15.91</u>	<u>\$16.27</u>	<u>\$16.65</u>
<u>After 2</u>	<u>\$16.39</u>	<u>\$17.11</u>	<u>\$17.50</u>	<u>\$17.90</u>
<u>After 3</u>	<u>\$17.52</u>	<u>\$18.28</u>	<u>\$18.70</u>	<u>\$19.12</u>
<u>After 4</u>	<u>\$17.80</u>	<u>\$18.57</u>	<u>\$18.99</u>	<u>\$19.43</u>
<u>After 5</u>	<u>\$18.38</u>	<u>\$19.17</u>	<u>\$19.61</u>	<u>\$20.05</u>

Section 26.2. Longevity

Effective 12/1/07, commencing with the start of the sixth year of service, the employees shall receive an additional \$.05 per hour for each year of service added to their base pay.

Longevity shall be based on the hire date with the Employer and not on rank or movement to a new bargaining unit with the same Employer.

Section 26.3 - Compensatory Time Buy-Back

At the option of the Sheriff, funds may be made available to buy-back compensatory time. It is the option of the employee to sell back compensatory time if the Sheriff makes this available.

Section 26.4 - Movement to Another Bargaining Unit

In the event that an employee is promoted to another bargaining unit, the employee shall not be reduced in pay. If the starting wage is below that the employee is currently receiving, the employee shall remain at his current pay level until such time that the appropriate wage step is equal to or greater than his pay.

Section 26.5 – Training Officer

Any corrections officer assigned as a training officer shall receive \$1.25 per hour for each day assigned a trainee.

ARTICLE 27 - MAINTENANCE OF STANDARDS

Section 27.1 - Benefits and Work Practices

The County agrees that wages now paid above the minimums set forth in this Agreement, and all economic benefits and work practices not in conflict with this Agreement and currently in effect shall continue and remain in effect for the term of this Agreement.

Section 27.2 - Inadvertent Errors

It is agreed that the provisions of this Section shall not apply to inadvertent or bona fide errors made by the County or the Union in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of discovery of error.

Section 27.3 - Use of Vehicles

Members of this bargaining unit shall have the same minimum right to the use of Sheriff's Office vehicles as do other employees within the Sheriff's Office.

Section 27.4 - Warrants

It is understood by the parties that the practice of payment of \$5.00 per warrant served shall no longer be in effect.

ARTICLE 28 - INSURANCE

Section 28.1 – ~~Health Insurance~~ Cost of Health Insurance

~~The Employer shall provide health insurance coverage at no cost to the employees covered by this Agreement. Effective December 1, 2014, the cost of single coverage health insurance shall be split between the Employer and the employees covered by this Agreement as follows:~~

- (a) Effective December 1, 2014 the Employer shall pay 95% of the cost and the Employee shall pay 5% of the cost based on terms of Section 28.3.**

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(b) Effective December 1, 2015 the Employer shall pay 90% of the cost and the employee shall pay 10% of the cost based on the terms of Section 28.3.

Health insurance shall be available for dependents at the cost of the employee.

Section 28.2 – Changes in Health Insurance Plan

The Employer shall provide the employees with the current coverage, which was effective on ~~December 1, 2004~~, **September 1, 2013** through August 31, ~~2005~~ **2014**. The Union and the County recognize that insurance costs are likely to increase over time and that the County may during the lifetime of this agreement find it to be in the best interests of the County to change the plan of insurance. Only in the event of a significant or substantial change in the plan would the duty to bargain arise.

The terms "significant or substantial" means a change in the order of **greater than a twenty percent (20%)** increase ~~change~~ in the deductibles, ~~the~~ co-pays, ~~and/or~~ ~~increase from~~ ~~\$2,000 to \$3,000~~ would be a significant or substantial change but a change from \$1,250 to \$1,500 would not. A change in the prescription drug card **program** from \$10, \$25 and \$40 to \$20, \$50 and \$80 would be significant and substantial but a change from \$10, \$25 and \$40 to \$12, \$27 and \$42 would not. No more than two of the items listed above ~~in any one policy year~~.

The Employer agrees to meet with an employee insurance advisory committee, composed of one (1) member of each bargaining unit, their Union representative if desired and the authorized representative of the Employer, at dates mutually agreed to between April 1st and ~~August 15th~~ **September 30th** of year of this Agreement.

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

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

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

Section 28.3 – Wellness Incentive

The Employer shall offer a voluntary Wellness Incentive Program to all employees covered by this Agreement.

If an employee successfully completes the Wellness Incentive Program in any contract year, the Employer shall pay 100% of the cost of the employees' health insurance coverage.

Successful completion shall be defined as follows:

(a) Effective December 1, 2014, successful completion shall be defined participation in the Wellness Incentive Program.

(b) Effective December 1, 2015, successful completion shall be defined as:

(i) Obtaining a score of 71 or better;

(ii) Improving your score by at least five (5) points; or

(iii) Has obtained a waiver from the employee's primary-care physician.

~~Newly hired employees hired after the annual wellness test in 2014 shall pay the premium percentages under Section 2 until the next annual wellness screening. If they chose to participate in the screening, they will be exempted for the next year after which they will be subject to the Wellness Incentive standards under Section 3(b) of this Article.~~
Section 28.1 – Health Insurance

~~The Employer shall provide health insurance coverage at no cost to the employees covered by this Agreement. Health and insurance shall be available for dependents at the cost of the employee.~~

~~The Employer shall provide the employees with the current coverage, which was effective on December 1, 2004, through August 31, 2005. The Union and the County recognize that insurance costs are likely to increase over time and that the County may during the lifetime of this agreement find it to be in the best interests of the County to change the plan of insurance. Only in the event of a significant or substantial change in the plan would the duty to bargain arise.~~

~~The term "significant or substantial" means a change in the order of a change in deductible from \$350 to \$1,000, while a change from \$350 to \$600 would not be "significant or substantial." An 80/20 co-pay increase from \$2,000 to \$4,000 would be "significant or substantial" but a change from \$2,000 to \$3,000 would not. A change in the prescription drug card from \$5 and \$10 to \$15 and \$20 would be "significant or substantial" but a change from \$5 and \$10 to \$7 and \$12 would not.~~

~~The Employer agrees to meet with an employee insurance advisory committee, composed of one (1) member of each bargaining unit, their Union representative if desired and the authorized~~

~~representative of the Employer, at dates mutually agreed to between April 1st and August 15th of each year of this Agreement.~~

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

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

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

ARTICLE 29 - UNIFORMS

Section 29.1 - Uniforms Provided

The Sheriff shall maintain a quartermaster system and provide all employees with the initial allotment of all uniforms and equipment according to Appendix D. When a uniform or equipment item is worn to the point of not being suitable for use, the employee shall turn in the worn item to the Sheriff who shall then replace the worn item.

Section 29.2 - Body Armor Provided

The Sheriff shall provide each employee who by job assignment requires body armor, a ballistic vest that is fitted to the employee. The body armor shall be replaced consistent with the manufacture's warranty in the continued interest of employee safety.

Section 29.3 - New Uniforms

In the event the Sheriff changes the uniform, the Sheriff shall provide a complete initial issue to all employees.

ARTICLE 30 - UNION SECURITY/DUES DEDUCTION

Section 30.1. Maintenance of Membership

Each Employee who on the effective date of this Agreement is a member of the Union, and each Employee who becomes a member after that date, shall maintain his membership in good standing in the Union during the term of this Agreement; if that member should not be in good standing, that member shall be required to pay a Fair Share (not to exceed the amount of the Union member's share) of the cost of the collective bargaining process and contract administration, as certified by the Union to the County.

Any bargaining unit member hired on or after the effective date of this Agreement who has not made application for membership shall also be required to pay a Fair Share of the cost of the collective bargaining process and contract administration. Monthly Fair Share fee deductions shall be made at the time and in the manner described in Sections Three and/or Four.

Section 30.2. Union Presentation at Registration

The County shall grant the Union an opportunity during the registration of new employees to present the benefits of membership in the Union. This privilege is subject to being discontinued in the event that a labor organization other than the Union should seek or claim to represent a majority of the employees in the bargaining unit or should demand "equal time" at registration.

Section 30.3. Dues Deduction

Upon receipt of proper written authorization from the employee, the County shall deduct each month Union dues in the amount certified by the Labor Union from the pay of all employees covered by this Agreement who authorize such deductions in writing. Such money shall be submitted to the Illinois Fraternal Order of Police Council within thirty (30) days after the deductions have been made. Said deductions will be terminated upon the employee's written request.

Any present employee who is not a member of the Labor Council shall be required to pay a fair share (not to exceed the amount of Labor Council dues) of the cost of the collective bargaining process, contract administration in pursuing matters affecting wages, hours, and other terms and conditions of employment. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall, on or after the thirtieth (30th) day of their hire, also be required to pay a fair share as defined above.

The Sheriff shall with respect to any employee in whose behalf the Sheriff has not received a written authorization as provided above, deduct from the wages of the employee the fair share financial obligation, including any retroactive amount due and owing, and shall forward said amount to the Labor Council, subject only to the following:

- (1) The Labor Council has certified to the Sheriff that the affected Employee has been delinquent in this obligation for at least thirty (30) days;
- (2) The Labor Council has certified to the Sheriff that the affected Employee has been notified in writing of the obligation and the requirement for each provision of this Article and that the Employee has been advised by the Labor Council of his obligations pursuant to this Article and the manner in which the Labor Council has calculated the fair share fee;
- (3) The Labor Council has certified to the Sheriff that the affected Employee has been given a reasonable opportunity to prepare and submit any objections to the payment and has been afforded an opportunity to have said objections adjudicated before an impartial arbitrator assigned by the employee and the Labor Council for the purpose of determining and resolving any objections the Employee may have to the fair share fee

Section 30.4. Fair Share Objection Procedure

The Union agrees to assume complete responsibility for insuring full compliance with the requirements laid down by the United States Supreme Court in Chicago Teachers Union v. Hudson, 106 U.S. 1066 (1986), with respect to the constitutional rights of Fair Share fee payers. Accordingly, the Union agrees to do the following:

- a) Give timely notice to Fair Share fee payers of the amount of the fee and an explanation of the basis for the fee, including the major categories of expenses, as well as verification of same by an independent auditor.
- b) Advise Fair Share fee payers of an expeditious and impartial decision-making process whereby Fair Share fee payers can object to the amount of the Fair Share fee. The procedure established by the Illinois State Labor Relations Board is hereby declared to be the procedure for resolution of Fair Share fee objections. To the extent possible, objections shall be consolidated for the purposes of hearing.
- c) Place the amount reasonably in dispute into an escrow account pending resolution of any objections raised by Fair Share fee payers to the amount of the Fair Share fee.

It is specifically agreed that any dispute concerning the amount of the Fair Share fee and/or the responsibilities of the Union with respect to Fair Share fee payers as set forth above shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

Non-members who object to this Fair Share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such Fair Share fee to a non-religious charitable organization mutually agreed upon by the employee and the Union. If the affected non-member and the Union are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois State Labor Relations Board and the payment shall be made to said organization.

Section 30.5. Union Indemnification

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

Section 30.6. Dues Deduction Form

The Sheriff will provide a copy of the Dues Deduction Form to all applicants upon hiring. A copy of this form is attached to this Agreement as Appendix C

Section 30.7 - Employee List

The Sheriff agrees to provide a list of all employees for whom dues deductions have been made. This list will contain the name and amount of dues deducted for each individual and will be included with the monthly remittance to the Illinois Fraternal Order of Police Labor Council.

On a quarterly basis, the Sheriff shall provide an updated list of all employees subject to the bargaining unit including their home addresses and telephone numbers.

ARTICLE 31 -LEAVES

Section 31.1 - Personal Days

Employees shall provide as much notice as possible with at least twenty-four hour notice when practical to take a personal day off. Each employee shall be allowed three (3) personal days off to be taken annually subject to the approval of the Sheriff or his designee not to be unreasonably denied. Personal time may be taken in increments of one (1) hour or more.

Section 31.2 - Short-term Military Leave

The Employers agree to follow all State and Federal Laws regarding Military Leave.

~~Any employee covered by the terms of this Agreement who is a member of a reserve force of the Armed Forces of the United States, or the State of Illinois, and who is ordered by the appropriate authorities to attend training programs or perform assigned duties, shall be granted a leave of absence with or without pay for the period of such activity and shall suffer no loss of seniority rights in accordance with State or Federal Law. Employees who are called up for two (2) weeks active duty training may take a leave of absence without pay or take the option of using their earned vacation time, or receive benefits as allowed by applicable State or Federal legislation as may be amended from time to time.~~

~~Employees are required to provide written verification of the time served in the military indicating where, when, and how long the duty assignment is.~~

Section 31.3 - Educational Leave

Employees covered by the terms of this Agreement may be granted, upon written request, a leave of absence without pay, not to exceed a period of six (6) months after authorization from the Sheriff. During said leave, the employee will be responsible for payment of benefits.

Section 31.4 - Funeral Leave

If a death occurs among members of an employee's immediate family, the employee will be excused from work to attend the funeral and make other necessary arrangements without loss of pay from the day of the death until the day after the funeral, but not more than a total of three (3) days. However, leave may be extended beyond three (3) days at the discretion of the County in the event that excessive travel is required, or other unique circumstances are involved that act to extend the time period between the day of death and the day after the funeral beyond the three (3) days.

Immediate family includes only parents, step-parents, brother, sister, child, step-child, step-sister, step-brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, wife, husband, grandchildren, grandparents, and grandparents-in-law.

Employees shall be granted one day without loss of pay to attend a funeral for any member of the employee's household.

Section 31.5 - Jury Duty

An employee required to serve on a grand jury or petit jury shall be granted leave for the period required to serve on such jury without loss of pay. Such employees shall sign a waiver of any compensation otherwise due them for serving on such jury.

Section 31.6 - Family Medical Leave Act

Employees shall be granted leave consistent with the Federal Family Medical Leave Act and may utilize all accumulated time available and up to five (5) sick days per year.

Section 31.7 – Requests for Accumulated Leave Time Off

For vacation days remaining after priority selection, holiday comp-time, regular comp-time or personal days, the time off request must be submitted in writing. The Sheriff shall respond with approval or denial within one (1) week of receiving the written request.

ARTICLE 32 - SAVINGS CLAUSE

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

ARTICLE 33 - POST SHOOTING OR TRAUMATIC INCIDENT PROCEDURE

Section 33.1 - Intent

It is the intent of the parties to provide a method for dealing with post-traumatic stress that is resultant of being involved either directly or indirectly in a shooting or other critical incident that can produce post-traumatic stress syndrome.

Section 33.2 - Procedure

For any employee who critically injures another, or other post traumatic stress cases as determined by a mental health professional, the following procedures shall be utilized:

- (a) Any employee who is directly involved in a shooting incident, or other incident as described in section 1 hereinabove, shall be placed on administrative leave, at no loss of pay, for a minimum period of three working days, or if warranted, until released by an MD or mental health professional.
- (b) Any other employee present at, or affected by the incident, may also be placed on administrative leave under the provisions of section 2 paragraph (a) above, at the discretion of the Sheriff.
- (c) The Critical Incident Debriefing Team or some other comparable organization or person shall be contacted to debrief and discuss the critical incident with the remaining employees who are or may be affected by the critical incident.

- (d) The family of the employee directly involved in the incident shall be allowed to present for the debriefing as outlined in section 2 paragraph (c).

ARTICLE 34 - INDEMNIFICATION

Section 34.1 - Sheriff Responsibility

The Sheriff shall adhere to the applicable provisions and conditions set forth in 65 ILCS 5/1-4-6, as may be amended from time to time. The maximum amount of liability shall be the amount set forth in 65 ILCS 5/1-4-6.

Section 34.2 - Legal Representation

Employees shall have legal representation selected by the Sheriff in a civil cause of action brought against an employee resulting from or arising out of the performance of duties, pursuant to 65 ILCS 5/1-4-6, as may be amended from time to time.

Section 34.3 - Cooperation

Employees shall be required to cooperate with the Sheriff during the course of the investigation, administration, or litigation of any claim arising under this Article.

Section 34.4 - Applicability

The Sheriff will provide the protections set forth above, so long as the employee is acting within the scope of his employment and where the employee cooperates, as defined in paragraph entitled "Cooperation," with the Sheriff in defense of the action or actions claimed.

ARTICLE 35 - F.O.P. LABOR COUNCIL REPRESENTATIVES

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

Section 35.1 - Authorized Representatives

Upon notification to the Sheriff, authorized representatives of the Union shall be permitted reasonable visits to the Office during work hours to talk with employees of the local Union and/or representatives of the Sheriff concerning matters covered by this Agreement.

Section 35.2 - Attendance at Union Meetings

Subject to the need for orderly scheduling and emergencies, the Sheriff agrees that one elected official of the Union shall be permitted reasonable time off without loss of pay to attend general, board, or special meetings of the Union, provided that at least forty-eight (48) hours of notice of such meetings shall be given in writing to the Sheriff, and provided further that the names of all such officials shall be certified in writing to the Sheriff. Additionally, on duty members shall be allowed to attend Union meetings held on the Sheriff's premises with prior notice to the Sheriff, but employees shall be subject to perform their job duties if necessary.

Section 35.3 - Grievance Procedure

Reasonable time while on duty shall be permitted one Union representative for the purpose of aiding or otherwise representing employees in the handling and processing of grievances or exercising

other rights set forth in this Agreement, attendance at hearings and such reasonable time shall be without loss of pay.

Section 35.4 - Convention Delegates

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

ARTICLE 36 - DURATION & SIGNATURE

Section 36.1 - Duration

This Agreement shall be effective from December 1, 2010, and shall remain in full force and effect until November 30, 2013, except as herein provided. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by registered or certified mail by either party not less than sixty (60) or more than one-hundred twenty (120) days before the expiration date. In the event that such notice is given, negotiations shall begin no later than fifteen (15) calendar days after notice unless a later time is mutually agreed to. Nothing in this paragraph shall preclude commencing negotiations by mutual agreement earlier if so desired. Termination notices shall be considered to have been given as of the date shown on the postmark.

Section 36.2 - Continuing Effect

Notwithstanding the foregoing, this Agreement shall remain in full force and effect after any expiration date while negotiations are continuing for a new contract between the parties. All provisions of this contract shall continue to remain in full force and effect during said period.

SIGNATURE PAGE

THIS AGREEMENT EXECUTED this ___ day of _____, 2010, after receiving approval of the County Board of Commissioners, Sheriff and proper ratification by the Lodge members.

For the Board of Commissioners:

County Board Chairman DATE: _____

Sheriff DATE: _____

ATTEST: DATE: _____

County Clerk

ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL:

David Hathaway, Labor Committee Chairman DATE: _____

Kevin Venvertloh, Labor Committee DATE: _____

Brian Curran, Labor Committee DATE: _____

J. Jerry Lieb
Illinois Fraternal Order of
Police Labor Council DATE: _____

APPENDIX A - GRIEVANCE FORM

GRIEVANCE

(use additional sheets where necessary)

Department: _____ Date Filed: _____

Grievant Name: _____
Last First M.I.

STEP ONE

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

Remedy Sought: _____

Given To: _____ Date/Time: _____

Grievant Signature FOP Representative Signature

EMPLOYER'S STEP ONE RESPONSE

Employer Representative Signature Position

Person to Whom Response Given Date

STEP TWO

Reasons for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant Signature

FOP Representative Signature

EMPLOYER'S STEP TWO RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP THREE

Reasons for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant Signature

FOP Representative Signature

EMPLOYER'S STEP THREE RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP FOUR

Reasons for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant Signature

FOP Representative Signature

EMPLOYER'S STEP FOUR RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Referral Given

Date

FOP Labor Council Representative

APPENDIX B - SENIORITY DATES

	Hire Date	Corrections Date
Boden	11/26/2004	11/26/2004
Bodiford	9/29/2008	9/29/2008
Coleman	04/27/2007	04/27/2007
Cutforth	08/01/1990	08/01/1990
Graham	08/19/2005	08/19/2005
Hathaway	11/12/1995	11/12/1995
Mast	02/07/2003	02/07/2003
O'Dear	01/28/2004	01/28/2004
Robbins	08/21/2000	08/21/2000
Schrage	8/31/2007	8/31/2007
Stovall	04/14/2006	04/14/2006
Trautvetter	04/29/2002	04/29/2002
Wardlow	01/05/2007	01/05/2007
Yates	07/15/2002	07/15/2002
Curran	12/19/2008	12/19/2008
Doellman	9/22/2008	9/22/2008
Rich	7/3/2009	7/3/2009
Venvertloh	12/19/2008	12/19/2008
Wietholder	8/29/2008	8/29/2008

APPENDIX C - DUES DEDUCTION FORM

Dues Authorization Form

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

I, _____, hereby authorize my employer, Adams County Sheriff's Office, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. (In addition, I authorize my Employer to deduct from wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of its certification as exclusive bargaining representative to the date this dues deduction is implemented, in such manner as it so directs.)

Date: _____ Signed: _____
Address: _____
City: _____
State: _____ Zip: _____
Telephone: _____

Employment Start Date: _____

Title: _____

Employer, please remit all dues deductions to:

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

(217) 698-9433

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

APPENDIX D - EQUIPMENT & UNIFORM LIST

Uniformed Personnel

3 Long Sleeved Shirts
3 Short Sleeved Shirts
3 Pair Trousers
1 Winter Coat
1 Pair Black Boots
1 Name Tag
1 Foam Spray if certified
1 Black Gun Web Belt
1 Under Belt
4 Belt Keepers
1 Holster if required
1 Handcuff Case
1 Pair Handcuffs
1 Dual Magazine or Speedloader Case if required by Sheriff
1 Portable Radio Holder
1 Foam Spray Holder
Weapon (automatic or revolver) if required by Sheriff
Glove pouch
Latex gloves
For Court purposes only, unless approved for other details:
1 Long-sleeved Dress Shirt
1 Short-sleeve Dress Shirt
1 pair Dress Slacks



**ILLINOIS FOP
LABOR COUNCIL**

974 Clock Tower Drive • Springfield, IL 62704-1304
T: 217.698.9433 F: 217.698.9487

5600 South Wolf Road, Suite 120 • Western Springs, IL 60558-2265
T: 708.784.1010 F: 708.784.0058

W: fop.org

APPENDIX E - PER DIEM FOR TRAVEL

The following will cover per diem when traveling on behalf of the County as may be amended from time to time:

“Meals and incidental expenses incurred by employees for training which requires an overnight stay(s) may be paid from the accounts payable system under the IRS’s accountable per diem plan. The plan requires that the training is substantiated with dates, place, and purpose of training. In addition, the IRS, and thus the county, will pay the full per day diem for any full day at training; travel days are paid at $\frac{3}{4}$ of the per diem. For example, John Doe is traveling on Monday for training, spends Tuesday and Wednesday in training, and returns on Thursday. Mr. Doe is paid $\frac{3}{4}$ of the per diem rate for Monday and Thursday, and 100% of the per diem rate for Tuesday and Wednesday. To substantiate the travel was overnight; proof of the overnight stay must be provided. The county’s per diem rate per day will be \$25.00, which meets IRS regulations.”



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SIDE LETTER OF AGREEMENT - DISCIPLINE NEGOTIATION

It is the Agreement of the parties that in order to achieve a contract settlement, the Union withdrew their proposal in regard to choice on disciplinary forum.

It is further agreed that the withdrawal of this proposal is without prejudice and will not create the current practice of Discipline through the Adams County Merit Commission as the status quo for any future negotiations. This side letter will be attached to and subject to the Collective Bargaining Agreement.



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SIDE LETTER –GRIEVANCE PROCEDURE

It is the agreement of the parties that grievance procedure provision of the newly bargained Collective Bargaining Agreements may be reopened as to the step one portion of the article.

When the Employers come to an agreement as to how the grievance process will proceed after the sheriff's review of the grievance, this method shall be inserted into the Agreements for the Sergeants, The Patrol Deputies, The Correction Officers and the Court Services Officers.



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SIDE LETTER – VACATION AT TERMINATION

It is the agreement of the parties that there is currently a two tier system of vacation accrual in place.

- a) Employees hired prior to 12/1/98 accrued vacation in the first year and were not allowed to use that vacation time until after the completion of one year.
- b) Employees hired after 12/1/98 had vacation time front loaded upon hire and used during the year it was earned.
- c) Employees prior to 12/1/98 shall receive payment for any vacation time earned the previous year and not yet taken, in addition to vacation time earned in the year of their termination until date of separation.
- d) Employees hired after 12/1/98, shall only receive payment for vacation time accrued and not used during the year of their separation. In the event the employee has used vacation time not yet earned prior to separation, that time shall be deducted from their final paycheck.
- e) The following employees are subject to paragraph (c) above:
 - Cathy Cutforth 8/1/90
 - David Hathaway 9/8/95