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Resolution
19-123

LABOR AGREEMENT

BETWEEN

FORD COUNTY/FORD COUNTY SHERIFF

AND

THE ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL

ON BEHALF OF AND WITH THE

FORD COUNTY FOP BARGAINING UNIT MEMBERS

DECEMBER 1, 2019 – NOVEMBER 30, 2023

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PREAMBLE

This Agreement is entered into by and between the County of Ford and the Ford County Sheriff, hereinafter referred to as the "Co-employers"(individually as the "County Board" or the "Sheriff"), and the Illinois Fraternal Order of Police Labor Council, on behalf of and with Ford County F.O.P. bargaining unit members, hereinafter referred to as the "Labor Council".

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Co-employers and the Labor Council representing the employees in the bargaining unit, and to make clear the basic terms upon which such relationship depends. It is the intent of both the Co-employers and the Labor Council 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 1 RECOGNITION

Section 1.1

The Co-employers hereby recognize the Labor Council as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on any and all matters relating to salaries, wages, hours, and all other terms and conditions of employment of all full-time employees in the Ford County Sheriff's Office, classified as: Deputy Sheriff, Dispatcher/Correctional Officer, Deputy Sergeant, Deputy Corporal, Deputy Correctional Officer, Deputy Lieutenant, Deputy Sheriff Investigator, and Telecommunicator, all being regular full-time employees who are eligible employees within the meaning of the Illinois Public Labor Relations Act.

Positions excluded from the above described bargaining unit shall include: Sheriff, Chief Deputy, and all other employees, and any others excluded by the Illinois Public Labor Relations Act, as amended.

Section 1.2

The Sheriff and the Chief Deputy may continue to perform bargaining unit work which is incidental to their jobs. The Sheriff and Chief Deputy may also perform bargaining unit work in emergency situations. Such work by The Sheriff and Chief Deputy shall not cause any layoffs or reduction of regular hours of bargaining unit employees.

Section 1.3

Except in case of emergency, employees shall only be required to perform those duties for which they are properly certified and/or trained, in accordance with current state requirements.

ARTICLE 2 NON -DISCRIMINATION

Section 2.1 Equal Employment Opportunity

The Co-employers will continue to provide equal employment opportunity for all employees and develop and apply equal employment practices.

Section 2.2 Non-Discrimination

The Co-employers shall not illegally discriminate against qualified employees, and employment related decisions will be based on qualifications and predicted performance in a given position without regard to race, color, sex, age (40-70), religion, mental or physical handicap, sexual orientation, or national origin of the employee; nor shall the Co-employers discriminate against employees as a result of activities on behalf of the Labor Council or membership in the Labor Council, or the exercise of constitutional rights. The Co-employers agree to comply with all applicable laws. Claims of violation of the preceding shall not be subject to the grievance and arbitration provisions of this Agreement, but rather employees may have their claims reviewed through the appropriate outside agency or forum.

Employees shall not be transferred, assigned or reassigned or have any of their duties changed for reasons prohibited by this Section.

Section 2.3 Use of Masculine Pronoun

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

Section 2.4 Labor Council Membership or Activity

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

ARTICLE 3 DUES DEDUCTION

Section 3.1 Deductions

The Co-employers agree to deduct from the pay of those employees who individually request any of the following: Labor Council/Lodge membership dues, assessments, or fees.

Request for any of the above shall be made on a form agreed to by the parties. Such deduction shall continue until the employee revokes his/her written authorization in the same manner as it was initially given or until the termination of this Agreement.

Section 3.2 Remittance

Upon receipt of an appropriate written dues deduction authorization form (see Appendix B) from an employee, such authorized deductions shall be made and shall be remitted monthly to the Illinois Fraternal Order of Police Labor Council at the address designated by the Labor Council, in accordance with the laws of the State of Illinois. The Labor Council shall advise the Co-employers of any increase in dues or other approved deductions in writing at least thirty (30) days prior to its effective date.

Section 3.3 Indemnification

The Labor Council shall indemnify, defend and hold the Co-employers harmless against any claim, demand, suit, cost, expense or any other form of liability including attorney fees and costs arising from or incurred as a result of any act taken or not taken by the Co-employers, its employees, agents, and representatives in complying with or carrying out the provisions of this Article, or in reliance upon any notice, letter or authorization forwarded to the Co-employers by the Labor Council pursuant to this Article, including any charge that the Co-employers failed to discharge any duty owed to its employees arising out of the dues deduction procedure.

ARTICLE 4 MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the Co-employers retain traditional rights to operate the Sheriff's Office, as well as those rights enumerated within the Illinois Public Labor Relations Act. Such management rights include, but are not exclusive of, the following:

- (a) To plan, direct, control and determine all operations and services of the Sheriff's Office;
- (b) To supervise and direct employees;
- (c) To establish the qualifications for employment and to employ employees;
- (d) To establish reasonable work rules and work schedules and assign such in accordance with the provisions of this Agreement.
- (e) To hire or promote from the Merit Commission eligibility list and to keep hiring and promotion lists current and posted for viewing by all bargaining unit

members; to transfer, schedule and assign employees in job classifications and to create, combine, and modify job classifications within the Sheriff's Office. In the event the Co-employers deem it in the best interest of the County to eliminate a job classification from the Sheriff's Office, it shall first notify the Labor Council not later than thirty (30) days prior to any anticipated elimination, and further, shall meet with the Labor Council to discuss the proposed elimination. If at the conclusion of such discussion it is not agreed the elimination of a job classification(s) is in the best interest of the County, the Labor Council may appeal the County's decision to an arbitrator.

- (f) To suspend, discharge and take other disciplinary action (see Article 9-Discipline) against employees for just cause. A probationary employee may be suspended or terminated by the Sheriff for no cause. However, the suspension or termination of a probationary employee may not be appealed through the grievance procedure.
- (g) To establish reasonable work and productivity standards and, from time to time, amend such standards;
- (h) To lay off employees;
- (i) To maintain efficiency of the Sheriff's Office operations and services:
- (j) To determine the methods, means and personnel by which County operations are to be conducted:
 - 1) To set patrol zones, number of squad cars per shift, assignment of cars and to change these as needed to meet Sheriff's Office needs and priorities;
 - 2) To determine proper uniform and attire for all sworn personnel, to change, alter or amend this clothing and equipment as needed, and to set the dates of conversion from season to season;
 - 3) To determine the shift or duty assignments, the number of personnel per shift or duty assignments, and to change or alter these only after advancing written notice of not less than seven (7) calendar days. Such written notice shall be directed to the local Labor Council representative and to the individual officers affected;

Deputies shall be assigned to a particular shift for a period of not more than one calendar month. In this same regard, should both parties mutually agree, this one-month provision may be extended or reduced.

- 4) To require compliance with regular written Sheriff's Office rules and regulations, and to all general orders, special orders, official notices or memorandum issued from the Co-employers on Sheriff's Office letterhead, memorandum, general or special order, or other identifiable

Sheriff's Office documents, as well as both the Ford County Sheriff's Merit Commission rules and regulations and the established County personnel policy and procedure manual;

- 5) To require proper notification of any part-time employment when acting in a police or security capacity or court related capacity which necessitates the potential of acting under the color of law, and to set proper uniform and attire while serving in such function and to exercise authority to refuse to permit such employment when it appears to be a potential or actual conflict of interest or a negative reflection on the Ford County Sheriff's Office;
 - 6) To establish required training sessions and qualifications for specific duty assignments and to change or amend these requirements as needed to meet Sheriff's Office needs or requirements;
 - 7) To determine the proper utilization of Sheriff's Office vehicles and equipment, the proper cleaning, care and maintenance of those vehicles and equipment, the number of personnel assigned to each vehicle and the location of vehicles when not in service;
 - 8) To retain the right to issue, loan, and/or assign any or all Sheriff's Office equipment and vehicles to employees or other individuals as necessary and directed by the Sheriff or his designee; and
 - 9) To schedule overtime work as required in the manner most advantageous to the Sheriff's Office and in accordance with this Agreement.
- (k) To take whatever action is necessary to carry out the functions of the County in situations of emergency;
- (l) To determine the kinds and amount of services to be performed as it pertains to operations and the number and kind of classifications to perform such services;
- (m) To contract out for goods and/or services.

ARTICLE 5 NO STRIKE/NO LOCKOUT

Section 5.1 Strike and Lockout Prohibited

Neither the Labor Council nor any of its employees, agents or County employees will instigate, promote, encourage, sponsor, engage in or condone any strike, group engaged slowdown, concerted work stoppage, sympathy strike, or any other intentional interruption of work during the term of this Agreement. The County shall not lockout employees during the term of this Agreement.

Section 5.2 Labor Council Action

Upon notification by the County to the Labor Council that certain of its members are engaged in a violation of this provision, the Labor Council shall immediately, in writing, order such members to return to work, provide the County with a copy of such order and a responsible official of the Labor Council shall publicly order them to return to work. In the event that a strike or other violation not authorized by the Labor Council occurs, the Labor Council agrees to take all reasonable, effective and affirmative action to secure the members return to work as promptly as possible.

Section 5.3 Penalties

Any or all of the employees who violate any of the provisions of this Section may be subject to immediate discharge by the Sheriff. In any Merit Commission proceeding involving breach of these provisions, the sole question for the Merit Commission to determine is whether the employee engaged in the prohibited activity. In addition to penalties provided herein, the Sheriff may enforce any other legal rights and remedies to which he is entitled by law.

ARTICLE 6 RESOLUTION OF IMPASSE

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

ARTICLE 7 (VACANT)

Article intentionally left vacant for future use.

ARTICLE 8 GRIEVANCE AND ARBITRATION

Section 8.1 Grievance

It is mutually desirable and hereby agreed that grievances shall be handled in accordance with the following steps. For the purposes of this Agreement, a grievance is any dispute or difference of opinion raised by an employee, the Labor Council or Co-employers, involving the meaning, interpretation or application of the provisions of this Agreement. Any time period provided for under the steps in the grievance procedure may be mutually extended or contracted.

Section 8.2 Subject Matter

Only one subject matter shall be covered in any one grievance, unless the parties agree otherwise, in writing. A written grievance shall contain a statement of the grievant's complaint, 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 date.

Section 8.3 Remaining at Work Assignment

No employee or Labor Council representative shall leave his work assignment to investigate, file or process grievances without first making mutual arrangements with the supervisor as well as the supervisor of any other workstation to be visited, and such mutual arrangements shall not be denied unreasonably. In the event of a grievance, the employee shall always perform his/her work task and grieve his/her complaint later, unless the employee reasonably believes that the assignment endangers his/her safety.

Section 8.4 Grievance Procedure

Step 1. The employee, with or without a Labor Council representative, and after reducing the grievance to writing delivered to the Sheriff, or his designee, may take up a grievance with the Sheriff, or his designee, within ten (10) business days (Monday through Friday, excluding holidays) of its occurrence or discovery. The Sheriff, or his designee, shall attempt to consider the grievance as soon as possible, and will schedule a meeting therefore with the employee and Labor Council representative within ten (10) business days after receipt of the grievance. The Sheriff, or his designee, shall then render a decision based upon information supplied during the meeting, within ten (10) business days of the meeting. Either side may request a waiver of applicable time limits at any step of the grievance procedure. Any agreement to waive time limits must be mutually agreeable and shall not be unreasonably denied.

Step 2. If a grievance cannot be settled satisfactorily at Step 1, it may be submitted to the Labor Committee of the Ford County Board, in care of the Ford County State's Attorney, within ten (10) business days of the date of receipt of the Sheriff's response at Step 1. A meeting shall be held within ten (10) business days between the Labor Committee and the grievant and/or Labor Council Representative to discuss the grievance in an attempt to reach an equitable solution. If the grievance is settled as a result of this meeting, it shall be reduced to writing and signed by the parties. If no settlement is reached, the Ford County States Attorney shall give the grievant the Labor Committee's answer in writing, explaining the reason for its decision, within ten (10) business days following their meeting.

Section 8.5 Referral

In the event that a grievance is not resolved at Step 2 of the grievance procedure, the Labor Council may refer it to arbitration within ten (10) business days from the date of receipt of the Step 2 written response.

Section 8.6 Arbitration Procedures

- (a) Within ten (10) business days after a grievance has been referred to arbitration, the Labor Council and a representative of the Co-employers shall jointly sign and forward a written request for a panel of arbitrators to the Federal Mediation and Conciliation Service, or other similar service which provides such a list. Once the list has been received by both parties, they shall meet at a mutually agreeable time and place to select an arbitrator from the list. The selection of the arbitrator shall be determined by alternately striking one name from the list until only one name remains. The party striking first shall be determined by a coin toss. The arbitrator shall then be notified of his/her selection by a joint letter from the Co-employers and the Labor Council.

- (b) The arbitrator shall have the authority to subpoena witnesses and/or documents.
- (c) The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- (d) The fees and expenses of the arbitrator and the cost of a court reporter and written transcript for the arbitrator, if any, shall be divided equally between the Co-employers and the Labor Council, provided, however, that each party shall be responsible for compensating its own representatives and witnesses, and shall pay for its own written transcript if one is desired.
- (e) The decision of the arbitrator shall be final and binding upon both parties.

Section 8.7 Limitations on Authority of an Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement.

The arbitrator shall be without power to make any decision or award that is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law.

Section 8.8 Time Limits

No grievance shall be processed unless it is submitted within ten (10) business days of the date of its occurrence or its discovery. If a grievance is not presented within the time limits referenced within this Article, it shall be considered waived. If a grievance is not appealed to the next step in the procedure within the specified time limit, (unless there has been a mutually agreed extension of time), it shall be considered settled on the basis of the Co-employers' last answer. Time limits at any of the steps in the grievance process may be extended by mutual agreement of both parties. For the purpose of this Article, a business day is defined as any day, Monday through Friday, excluding Holidays and weekends.

Section 8.9 Processing Grievances

Members of the Labor Council may investigate and process grievances during scheduled business hours without loss of pay consistent with the provisions of Section 8.3 above.

Section 8.10 Mandatory Mediation Prior to Arbitration Hearing

Should the Labor Council determine to refer a grievance to arbitration, unless the parties agree otherwise, the parties shall request the services of a mediator from the Federal Mediation and Conciliation Service. The function of the mediator shall be to attempt to assist the parties in resolving the grievance prior to arbitration. To this end, the parties shall meet with the mediator at least one time prior to the arbitration hearing and shall discuss the grievance and possible resolution. Unless the parties agree otherwise, the mediation shall not delay the arbitration, or

extend any time or duration for processing any step or other action in respect to any grievance. The mediator shall have the power to recommend a resolution but shall have no power to impose any settlement. No recommendation shall be made public, unless both parties agree. In order to ensure full and free discussion, and enhance the possibility of settlement, no statements, information, or evidence presented during mediation shall be made any part of the arbitration, except that the mediation occurred.

Section 8.11 Sheriff's Merit Commission Law

Nothing in this Agreement or Article shall conflict with and/or be an addition to the "Sheriff's Merit Commission Law" and/or binding judicial precedent pertaining thereto.

ARTICLE 9 DISCIPLINE

Section 9.1 Discipline

Effective upon the execution of this Agreement and thereafter the discipline of an employee covered by this Agreement and the review of such discipline shall be in accordance with the following provisions. The Sheriff shall be vested with the authority to impose discipline under this Agreement; said authority shall be removed from the Ford County Sheriff's Merit Commission.

(a) Discipline Defined: No non-probationary officer covered by this Agreement shall be suspended, relieved from duty, disciplined in any manner or separated without just cause. The Sheriff agrees with the tenets of progressive and corrective discipline; subject to the severity of the offense. Disciplinary action or measures shall include only the following: verbal reprimand (which may be documented), written reprimand, suspension (with or without pay), demotion, and discharge.

Disciplinary action shall be imposed as soon as possible after the Sheriff becomes aware of the event or action that gave rise to the discipline and has a reasonable period of time to investigate the matter. An employee may be relieved of duty pending any investigation, or the imposition of discipline. Any employee so relieved shall receive all ordinary pay and benefits as if they were working.

(b) Pre-disciplinary Meeting: Prior to the Sheriff taking any final disciplinary action against an employee and concluding its investigation, the Sheriff shall meet with the employee. The purpose of the meeting shall be to inform the employee of the basis or reason(s) for the contemplated discipline, provide the employee with copies of completed documents relating to the discipline investigation, and provide the employee an opportunity to speak on his/her own behalf and rebut the reasons for such discipline. An employee shall have the right to be represented by an Illinois FOP Labor Council representative at such a meeting.

(c) Discipline Imposed and Review of Discipline: Employees shall be notified of any disciplinary action in writing, except for verbal reprimands. The written

notice shall include the disciplinary action imposed and describe the reasons and basis for the discipline.

Any disciplinary action imposed upon an employee may be appealed through the grievance and arbitration provisions of this Agreement. Discipline grievances shall be initially filed at arbitration step of the grievance procedure, within ten (10) business days of the receipt of the notice of discipline.

Section 9.2 Investigation and Interrogation

If the investigation or interrogation of a law enforcement employee results in a recommendation of some action such as transfer, suspension, dismissal, loss of pay, reassignment or similar action of a punitive nature, prior to taking such action the co-employers will follow the procedures set forth in the Uniform Peace Officer's Disciplinary Act, 50 ILCS 725/1, et seq.

Section 9.3 Right to Representation

Nothing in this Article is intended or should be construed to waive employees' right to union representation during questioning that the employee reasonably believes may lead to discipline. Bargaining unit employees shall have such rights as set forth in the United States Supreme Court decision in NLRB v. Weingarten, 420 U.S. 251 (1975) and Central Management Services and Corrections (Morgan) decision, 1 PERI par. 2020 (ISLRB, 1985.) The role of the union representative shall be to advise the employee and to assist in clarifying the facts. Should either a court of competent jurisdiction or by legislative action, these provisions are changed, the parties agree to meet to bargain over these changes upon the written request of either party.

ARTICLE 10 LABOR/MANAGEMENT MEETINGS

The representative(s) of the Co-employers and the bargaining unit shall meet at the request of either party to discuss and resolve problems of mutual concern. The Labor Council committee shall be composed of two (2) bargaining unit employees from the Sheriff's Office. Such meetings must 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.

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at labor/management conferences. Negotiations for the purpose of altering any of the non-economic terms of this Agreement may be carried on with the understanding that such negotiations are only advisory and such items will be left in place until the next contract is negotiated, unless both parties agree. No economic items of this Agreement may be considered at the Labor/Management conferences.

The meetings shall be scheduled at a time, place, and date mutually agreed upon. More frequent meetings may be held when necessary and agreed to by the parties.

ARTICLE 11 MAINTENANCE OF STANDARDS

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

ARTICLE 12 PERSONNEL FILES

Section 12.1 Personnel Files

An official personnel file, including disciplinary matters, for each employee shall be maintained by the Sheriff at a central location. Each employee shall provide the Sheriff with his/her current telephone number and address. This does not limit record keeping by computer or prohibit maintaining separate files regarding confidential medical or disability information or requiring the maintenance in the personnel file of any other information that may be required by law to be maintained elsewhere.

Section 12.2 Right of Inspection

Employees shall have the right to review the contents of their official personnel files as provided in the Illinois Personnel Records Review Act, 820 ILCS 40/1, Illinois Compiled Statutes. Personnel records may only be reviewed in the presence of the Sheriff or his designated representative.

Section 12.3 Prohibition

The Co-employers agree they shall not gather nor record those categories of information about an employee prohibited by the above referenced Act, unless the employee has submitted such information in writing or has given the Co-employers written authorization to gather and record such information.

Any information of an adverse employment nature which has been found by the Co-employers or by an arbitrator or under the Illinois Personnel Records Act to be unfounded, exonerated or otherwise not sustained, shall not be used against the employee in any future proceedings.

ARTICLE 13 INDEMNIFICATION

Section 13.1 Co-employers Responsibility

As provided for in Chapter 65, Illinois Compiled Statutes, and so long as the employee has acted within the scope of his employment and cooperates with the Co-employers during the course of the investigation, administration, litigation or defense of any claim arising under this Article, the Co-employers shall be responsible for, hold employees harmless from, and pay for damages or moneys which may be adjudged, assessed or otherwise levied against any employee covered by this Agreement.

Section 13.2 Legal Representation

Officers shall have legal representation by Ford County in any civil cause of action brought against an employee resulting from or arising out of the performance of duties including separate representation by an attorney of the employee's choosing in the event that the legal representative believes there may be a conflict of interest between the legal interests of the county board and the employee involved.

Section 13.3 Limitation

The Co-employers shall have no obligation in respect to criminal acts, intentional wrongdoing, or willful and wanton misconduct.

ARTICLE 14 F.O.P. REPRESENTATIVES

Section 14.1 Attendance at Lodge/Labor Council Meetings, State or National Conference

Subject to the needs of the Co-employers to maintain adequate and orderly scheduling and to meet emergencies, the Co-employers agrees:

- (a) One representative of the Labor Council from this bargaining unit shall be permitted reasonable time off with pay to attend general, Board, or special meetings of the local (Ford County) bargaining unit provided that at least seventy two (72) hours' notice of such meeting shall be given in writing to the Sheriff and provided further that the names of all such officials and employees shall be certified in writing to the Sheriff. However, only one (1) such elected member from this unit shall be permitted time off with pay for these purposes.

- (b) One employee from this unit chosen as a delegate to a F.O.P. State or National Conference will, upon written application at least fourteen (14) calendar days in advance of the anticipated departure date and approval by the Sheriff, be allowed the time off. Only one (1) member of this bargaining unit will be eligible for a maximum of four (4) days paid absence at a time for the purposes of this Section.

Section 14.2 Grievance Processing

One Labor Council representative per shift shall be permitted reasonable time, while on duty, without loss of pay, for the purpose of representing employees in the processing of grievances or in the exercise of other rights specifically provided for in this Agreement.

ARTICLE 15 EMPLOYEE SAFETY

Section 15.1 Safety Committee

At least once each month, unless both parties agree that no meeting is necessary, the Sheriff or his designee shall meet with the Labor Council Safety Committee to discuss safety issues and concerns which shall be submitted by the Labor Council in advance in writing. When a safety meeting is waived both parties will so state it in writing.

Any report or recommendation which may be prepared by the Labor Council Safety Committee and the Sheriff or his designee, as a direct result of these meetings shall be reduced to writing with copies being submitted to the Sheriff and the Chairman of the Labor Council Safety Committee.

When equipment has been determined unsafe by the Sheriff and the Safety Committee, employees shall not be required to work with the equipment in question until repair or replacement has taken place.

Section 15.2 Disabled Vehicles

When an assigned Sheriff's Office vehicle is believed to be in an unsafe condition, the employee will notify his supervisor, complete required reports, and follow the supervisor's direction relative to requesting repair, replacement or continued operation of said vehicle. No employee shall be required to use any vehicle which the Sheriff or his designee has deemed unsafe, until the unsafe condition has been corrected.

ARTICLE 16 BULLETIN BOARDS

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

ARTICLE 17 LEAVES OF ABSENCE

Section 17.1 Bereavement Leave

The Co-employers agree to provide to employees leave with pay as a result of death in the immediate family. Such leaves shall not exceed three (3) working days.

Section 17.2 Definition of Family

A member of the immediate family shall be defined to be any officer's mother, father, wife, husband, daughter or son (including step or adopted), sister or brother (including half or step), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparent or grandchild.

Section 17.3 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 shall be afforded leave and all other rights and benefits as provided under appropriate state and federal statutes.

Section 17.4 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 one (1) year, after authorization from the Sheriff.

Section 17.5 Injury Leave

An officer who sustains injury or illness arising out of and in the course of his employment shall be covered by the provisions of Chapter 5, Illinois Compiled Statutes, 345/1. No officer will lose any benefits while on injury leave and will continue to accumulate all benefits provided by this Agreement. Officers on injury leave may be returned to light duty if able to perform the work and placed at the discretion of the Sheriff's Office.

Section 17.6 Leave of Absence (With and Without Pay)

(a) With Pay - Special Leave:

Bargaining unit employees on special leave for official County business, special education, or training, upon authorization by the Sheriff, shall receive regular pay during the period of such leave. It is further provided that the County Board may authorize all necessary expenses be paid by the County.

(b) Without Pay - Leaves and Authorized Absences:

Leave of absence without pay may be granted for a period not to exceed sixty (60) days when the granting of such leave is in the mutual interest of the Sheriff and the employee. Such leave shall require approval of the Sheriff or his designee. The employee shall not accrue employment benefits while on leave without pay. Employees should request the leave in writing and state in writing the purpose and duration of the leave. This shall be retained in the employee's file.

Section 17.7 Absence Without Leave

No employee may absent himself for duty without permission of the Sheriff or his designee. Absence without leave shall be sufficient cause for forfeiture of all rights and privileges earned while employed. An employee absent for three (3) consecutive days without notice or without sufficient reason shall be considered to have resigned.

Section 17.8 Family and Medical Leave

In addition to the remaining provisions of this Agreement regarding paid and unpaid leave, the Co-employers agrees to provide family and medical leave to all bargaining unit employees consistent with the provisions of this Agreement.

(a) Unpaid Family and Medical Leave: Employees shall be entitled to unpaid or substituted paid family and medical leave consistent with FMLA and the provisions of this Agreement.

(b) Administration of Leave: The Co-employers shall make available and administer family and medical leave as follows:

(1) Definitions: For purposes of family and medical leave, the following terms shall mean:

(i) Hours Worked: The term "hours worked" shall include all hours worked or paid as if worked for purposes of meeting the 1,250 hours threshold set forth in the FMLA;

- (ii) Family Member: The term "Parents" shall include mother, father, stepmother and stepfather.
 - (2) Substitution: The election to substitute some or all of an employee's accrued paid leave for the unpaid leave provided in the FMLA shall be made by the Co-employers thereafter as is practical.
 - (3) Length of Leave: The minimum amount of work time for family and medical leave taken for purposes of the birth, adoption and/or foster care of a child shall be four (4) hours. Family and medical leave taken for purposes of serious health conditions may be taken in blocks of time of not less than one-quarter (1/4) hour.
 - (4) Determining Twelve Month Period: For purposes of determining the twelve months period during which an employee is entitled to up to twelve weeks of family and medical leave, the parties agree that such twelve-month periods shall coincide with the employee's anniversary dates. The first twelve months period shall commence on the date of hire and end twelve months later. The second shall commence on the employee's anniversary date after one year of employment and end twelve months later, and so forth.
- (c) Application of FMLA: In all other respects, the Co-employers shall comply with the provisions of the Family and Medical Leave Act of 1993 and the regulations issued in conjunction with the FMLA.

Section 17.9 Request for Leave

Employees will submit time off requests for Compensatory Time twenty (20) days in advance of the start date and Vacation Leave thirty (30) days in advance of the start date. Requests for Personal Days will be submitted five (5) days in advance of the start date. Approval or denial of leave requests will be provided to an employee within three (3) days of a submitted request. Once approval has been given, the employee shall have the requested time off barring an emergency. Under extenuating circumstances, the Sheriff, at his discretion, may waive the above-noted time constraints. Any denial of such a request shall not be subject to the grievance procedure.

Section 17.10 Jury Duty

All County employees will be granted leave for jury duty. Compensation for jury duty shall be limited to the difference between pay received for jury duty and normal pay received.

ARTICLE 18 GENERAL PROVISIONS

Section 18.1 Labor Council and Lodge Visits

Authorized representatives of the National or State Lodge or Labor Council shall upon notice be permitted to visit the Sheriff's Office during working hours to talk with employees of

the local bargaining unit and/or representatives of the Co-employers concerning matters covered by this Agreement, provided such activities do not interfere with or disrupt Sheriff's Office functions.

Section 18.2 Examination of Time Sheets

A representative of the Labor Council, with the employee's written consent, 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 a reasonable and mutually agreeable time and date.

Section 18.3 Replacement of Damaged Property

The Co-employers agree to repair or replace as necessary the following personal property of an employee that is damaged during the course of an employee's duties: eyeglasses, contact lenses, or prescription sunglasses. The Co-employers also agree to repair/replace (up to a limit of \$50.00) an employee's watch that is damaged during the course of an employee's duties. In either case, an employee must have exerted physical force or have been attacked by another person.

Other authorized personal equipment (excluding firearms), damaged or stolen in the line of duty shall be replaced at the value of the item, up to no more than \$500.00.

Such incidents shall be documented with the employee's immediate supervisor within twenty-four (24) hours of the end of the shift during which the action giving rise to the claim arose. Claims filed under this Section will be resolved by the Sheriff, or his designee, within thirty (30) days of the date the report was filed.

Section 18.4 Inoculations

When the Sheriff has determined that inoculations or immunization shots are required for the protection of an employee or an employee's immediate family's health and safety (as a result of an employee's line of duty exposure) he shall consider sound medical advice in making such a determination. When a determination has been made that preventive medical attention is necessary, the Co-employers reserve the right to utilize a licensed health care practitioner of their choice to administer any needed treatment at no cost to either an employee or an employee's immediate family.

Section 18.5 Break Facilities

The Co-employers will continue to provide a refrigerator and coffee maker for the bargaining unit employees' area.

Section 18.6 Educational Reimbursement

Employees who are enrolled at a recognized college or university shall be reimbursed for tuition and books for courses taken and passed with a grade of C or better to a maximum amount of \$700.00 per year. The courses taken must have a relationship to, or benefit the employee's job at the Ford County Sheriff's Office. Upon completion of a course, a request in writing, accompanied by valid receipts, must be presented to the Sheriff for reimbursement. Reimbursement shall then occur without unreasonable delay.

Section 18.7 Off-Duty Weapons

Correctional officers, on a case by case basis, with proper training, may carry an off-duty weapon, upon the written permission of the Sheriff, granted in the Sheriff's discretion. Any correctional officer seeking permission to carry an off-duty weapon shall have the right to a conference with the Sheriff. The decision of the Sheriff shall not be grievable.

Section 18.8 Cell Phones

The Sheriff will continue to provide cell phones for Road Deputies and one (1) for Corrections Transport for official police duties. Employees shall refrain from using their personal phones for official police duties unless in the case of an emergency.

Section 18.9 Weather Closures

Employees who are unable to come to work due to inclement weather, where the Courthouse is also closed due to weather, shall be compensated in the same manner as the courthouse employees during said closure. Employees agree to make all reasonable efforts to come to work in inclement weather. Weather issues on the weekend will be at the discretion of the Sheriff.

ARTICLE 19 WORKING OUT OF CLASSIFICATION

Section 19.1 Temporary Assignment

The Sheriff may temporarily assign the next qualified highest-ranking employee to perform the administrative or supervisory duties of another position. If an employee is temporarily assigned to a position higher than the employee's normal position classification for a period of twenty (20) consecutive work days or longer, the employee shall be paid as if he or she had received a promotion in to the higher position or rank, retroactive to the first day of such assignment; otherwise the employee shall serve in the temporary assignment at no additional compensation.

ARTICLE 20 SAVINGS PROVISION-PARTIAL INVALIDITY

Section 20.1 Savings Provision

None of the foregoing shall be construed as requiring either party to do anything inconsistent with Federal or State law, or local ordinance or the final order or judgment of any court having jurisdiction over the parties.

Section 20.2 Partial Invalidity

If any provision of this Agreement should be rendered or declared invalid and unenforceable by any court of competent jurisdiction, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the parties agree to immediately negotiate alternative language to substitute for the invalidated provision.

ARTICLE 21 SENIORITY/ LAYOFFS /VACANCIES

Section 21.1 Probation

All employees shall serve a probationary period of one (1) year from date of hire or change in classification in the bargaining unit.

Section 21.2 Definition of Seniority

Seniority is defined as follows:

- a) Overall Seniority: is defined as the employee's length of continuous full-time service with the Sherriff's Office since the employee's original day of hire, in all classifications covered by this Agreement.
- b) Classification Seniority: is defined as the employee's length of continuous full-time service within a classification covered by this Agreement; Deputy Sheriff, Telecommunicator/Correctional Officer or Telecommunicator. Classification seniority shall be used for the placement of an employee in the wage schedule, subject to the provision of subsection (c) herein and use seniority within the classification; i.e. used to determine shift bidding and other seniority-based benefit application.
- c) Movement from Correction/Telecommunicator to Road Deputy Classification/Placement in Wage Schedule: an employee who moves from the Correction/Telecommunication classification to the Road Deputy shall receive his current salary. However, the employee's salary will be frozen at his/her current level without step or percentage increases until the employee's salary catches up to the equivalent step level on the applicable salary schedule.
- d) Should an employee transfer from one classification with the Employer to another, that employee shall hold no right to his/her prior position for failure to successfully complete the probationary period in the new classification.

Section 21.3 Loss of Seniority

Seniority and the employment relationship shall be broken and terminated if an employee:

- (a) Quits or resigns;
- (b) Is discharged;
- (c) Is absent from work three (3) consecutive days without notification to the Sheriff's Office, unless he/she was unable to notify the Sheriff's Office for physical or other reasonable excuse;

- (d) Is laid off for more than two (2) years or fails to report to work within five (5) working days after having been recalled from layoff;
- (e) Fails to report for work at the termination of a leave of absence;
- f) If an employee on a leave of absence for personal or health reasons accepts other employment without permission; or,
- (g) Retires.

Section 21.4 Seniority List

The Sheriff shall prepare, post, and supply to the Labor Council, a list setting forth the present seniority dates of all employees covered by this Agreement on a continuing basis. Any dispute as to the seniority listing prepared by the Sheriff shall be resolved through the grievance procedure.

Section 21.5 Application

In all cases of promotion, the Merit Commission's Rules & Regulations shall prevail unless a less senior employee or candidate has demonstrated superior skill and ability to perform the work required in the position classification.

Section 21.6 Accrual of Seniority

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

Section 21.7 Layoffs

When it has been determined that for reasons of financial hardship only, that layoff(s) of personnel are appropriate, all layoff(s) shall occur in inverse order of seniority, in the affected classification, Deputy Sheriff, Telecommunicator/Correctional Officer, or Telecommunicator. An officer scheduled to be laid off may displace another officer with less seniority in a lower paying position classification (if qualified) within the bargaining unit which they have previously held and with the corresponding reduction in salary. An officer may also elect to be laid off rather than bump a less senior officer. The Co-employers shall notify the Labor Council, and the affected officer, in writing, at least forty-five (45) days in advance of any such layoff.

Section 21.8 Recalls

Employees shall retain recall rights for two (2) years. If the Co-employers authorize that a vacancy be filled, employees on layoff with recall rights who have held the classification previously shall be recalled in order of seniority.

Employees who are eligible for recall shall be given five (5) calendar days notice of recall by actual notice or certified letter sent to the employee's last known address. It is the responsibility of the employee when on layoff to provide the Co-employers with his latest mailing address. The employee must notify the Co-employers within three (3) days after receipt of the notice of recall whether the employee will accept the recall and report to work within a reasonable amount of time as mutually agreed to between the Co-employers and employee.

Section 21.9 Temporary Transfer

Employees who are, from time to time, temporarily transferred to higher paying jobs, either covered by the contract or not, do not lose or forfeit any of their classification seniority. If the job carries a higher rate of pay, the employee will receive that rate of pay. If the job carries a lower rate, he or she will continue to receive his or her current rate of pay.

Section 21.10 Vacancies

All vacancies shall be filled in accordance with Article III of the Merit Commission's Rules and Regulations.

ARTICLE 22 HOURS AND OVERTIME

Section 22.1 Work Period

For the purpose of this Article and to establish overtime, the present work schedule is set forth on Appendix A attached hereto.

Eight (8) consecutive hours of work within a twenty-four (24) hour period constitutes the regular workday with not less than eight (8) hour periods between regularly scheduled eight (8) hour shifts. This eight (8) hour period between regularly scheduled eight (8) hour shifts shall not apply to call-back, court time, or hold-over overtime or emergencies. The workday shall commence at 12:00 midnight and end at 12:00 midnight.

The normal regular work week, Sunday through Saturday, shall consist of five (5) consecutive workdays during each consecutive seven (7) calendar day period. The days of work set forth above represent a normal work week, and do not reflect nor take into account additional days which may be worked because of hold-over, call-back, court time or other authorized exchanges of duty shifts.

Each employee shall be allowed reasonable time, but not in excess of forty-five (45) minutes, for each meal break for each shift worked and this time shall be considered out of service with the employee subject to PRIORITY calls ONLY. If it is necessary for the proper performance of the correctional officer/telecommunicators' duties, the employee may be required to take their lunch period at the employee's workstation. When experienced personnel are available to relieve an employee from duty for lunch, the employee shall be relieved. If relief personnel are not available, the employee shall be allowed to eat an uninterrupted lunch at the workstation.

Employees will be allowed to take periodic coffee breaks as long as they are not out of service and properly perform their duties.

The present work schedule shall continue to be established by the Sheriff. However, the Sheriff agrees to post the work schedules at least thirty (30) days prior to the following month's work schedule.

Section 22.2 Overtime Payment

All hours worked in excess of eight (8) hours per day, or forty (40) hours per week shall be compensated at one and one half (1½) times the employee's straight time hourly rate of pay (overtime rate).

Overtime shall be computed on the basis of completed fifteen (15) minute segments.

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

Section 22.3 Court Time

Employees covered by this Agreement, who are required to attend court outside their regularly scheduled work hours shall be compensated at the overtime rate with a minimum of two (2) hours or the actual time worked, whichever is greater. Appearances before a grand jury, coroner's inquest or any hearing before a lawfully impaneled body also qualifies as court time.

Section 22.4 Call-Back

A call-back is defined as an assignment of work which does not continuously precede or follow an employee's regularly scheduled shift. Call-back time shall be paid with a minimum of two hours or the actual time worked, whichever is greater. In the event that an officer is called in to work one (1) hour or less prior to the start of his regular scheduled shift, he shall receive a minimum of one (1) hour of overtime. Examples of call-back include but are not limited to the following: Sheriff's Office meetings; training (including firearm qualification); and any other assignment of duties which occur outside the officer's regular scheduled work shift.

Section 22.5 Hold-over

When it is necessary for an officer to remain past his regular scheduled work shift in order to complete his work, he shall be eligible for "hold-over" overtime. Hold-over shall be paid at the overtime rate to the nearest fifteen (15) minute period. For an officer to receive this, a supervisor must authorize the hold-over assignment. This may be accomplished by established policy in the event that there is no supervisor on duty at the time.

Section 22.6 Compensatory Time

Employees covered by this Agreement shall be allowed to accumulate compensatory time, in lieu of overtime, at the officer's discretion. Compensatory time must be sold back during the last full pay period of May and the last full pay period in November, according to the formula set forth in subsection (a) and (b) below. The Co-employers shall issue checks separate from the regular payroll checks to each employee for payment for all compensatory hours accrued in excess of the hours listed below. Depending upon an employees' length of continuous service, the following formula for accumulation and sell-back shall apply:

- (a) Start to completion of four (4) years of service – maximum accumulation of forty (40) hours of compensatory time; sell-back amount – all hours in excess of sixteen (16).
- (b) Beginning of fifth (5th) year of service – maximum accumulation of sixty-four (64) hours; sell-back amount – all hours in excess of twenty four (24).

One hour of overtime equals one and one-half (1½) hours of compensatory time.

Compensatory time must be redeemed for cash two times per year, during the second pay period in May of each year, and during the last pay period in November of each year.

Compensatory time may be taken as time off upon approval of twenty (20) days written notice. Supervisor approval or denial of time off shall be provided to the employee in writing within three (3) days of a request for compensatory time off.

Upon separation from employment from the Sheriff's Department, employees shall receive payment for all unused comp time, based upon their regular straight time hourly rate of pay on their last day of employment.

Section 22.7 Distribution of Overtime

Patrol Division

Voluntary overtime shall be distributed and offered on the basis of seniority, whenever feasible.

Jail and Telecommunications Division

Voluntary overtime shall be distributed and offered on the basis of seniority and qualification, whenever feasible within each classification where the overtime vacancy exists. If no employee volunteers to cover the overtime vacancy, the vacancy will be filled through mandated overtime; inverse seniority shall be used in filling the mandated vacancy. The least senior, available and qualified employee will be assigned to the vacancy.

ARTICLE 23 SICK LEAVE

Full time personnel with twenty (20) or more days of employment shall accrue one (1) day of sick leave for each month of full-time employment, subject to limitations herein set forth. Such leave not taken during the year earned shall be cumulative to a maximum of one hundred and twenty (120) working days. Such leave may be granted by the Sheriff, or his designee, and a report thereof shall be made to the County Board. When a claim for sick leave pay is made for a period of more than three (3) days duration within twenty (20) working days, the Sheriff or his designee may require a certificate signed by a duly licensed physician or surgeon to verify sickness or accident. Sick leave is hereby defined to mean an absence from duty by reason of illness of an employee. Accrued sick leave not used during the time of agreed employment cannot be used to extend the employment termination date.

An employee may voluntarily donate sick leave to another employee who has exhausted his accumulated sick leave, so long as such donation does not extend the employee's leave time beyond the approved leave period.

ARTICLE 24 HOLIDAYS

Section 24.1 Entitlement

Full time employees not scheduled to work on the following enumerated holidays shall receive their regular pay plus an extra eight (8) hours at straight time for such holidays:

New Year's Day	Columbus Day
Martin Luther King's Birthday	Veteran's Day
Lincoln's Birthday	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Eve
4th of July	Christmas
Labor Day	

Additionally, employees covered by this Agreement shall receive such additional days declared as holidays by the County Board. Closing the Courthouse or closing certain County offices will not constitute a holiday or paid day off for other County employees unless so designated by the County Board. County designated Holidays changed for the purpose of observance shall not constitute a new holiday as long as there are not two separate celebrated Holidays.

Section 24.2 Working on a Holiday

If an employee works on a holiday as a regularly scheduled day, that employee will receive two and one-half (2½) times his regular rate of pay for all hours worked.

If an employee is scheduled to be off on a holiday, that employee, if called into work, will be paid at a rate three (3) times his regular rate of pay for all time worked.

The employee can take this time in compensatory time at the holiday rate, for holidays.

Holidays will be paid in the pay period in which they fall.

In no case shall there be pyramiding of rates. The maximum rate of pay shall be three (3) times the total of hours worked on a holiday.

Depending on staffing requirements, as determined by the Sheriff, employees scheduled to work on a holiday may voluntarily be scheduled off; through seniority offering. The employee scheduled off will receive the day off with pay in lieu of receiving holiday pay as provided in Section 24.1 above.

ARTICLE 25 CLOTHING ALLOWANCE

Section 25.1 Uniforms and Equipment

The Sheriff retains the authority to establish what constitutes a uniform. In that regard, all required uniforms and equipment shall be provided to each employee upon his employment with the Sheriff's Office. This includes, but is not limited to leather gear, shoes, pants, shirts, coat(s), hats, a duty weapon, inclement weather gear, and any other required item of apparel or equipment as designated by the Co-employers.

The Co-employers shall replace as needed, damaged or worn uniforms and/or equipment. Employees will also receive up to \$125.00 annually for the purchase of footwear after showing the need, damage or wear which necessitates replacement. In FY 2020-2021, the annual footwear amount shall be increased to \$150.00; in FY 2021-2022, the annual footwear amount will again be increased to \$175.00; and, in FY 2022-2023 and each year thereafter, the annual footwear amount shall be increased to \$200.00. Employee requests for replacement shall be made in writing; uniforms and equipment will be replaced within 30 days of the request. The Co-employers will continue to pay for the cleaning of the employee's uniforms.

The Co-employers shall pay for all mandated PTI clothing that is other than Sheriff's Office Uniform.

Section 25.2 Ballistic Protection Vests

The employer agrees to provide each deputy with a ballistic protection vest; and to replace each vest every five (5) years or sooner as provided by the National Institute of Justice (NIJ) standards for such replacement. The vests shall provide a protection level equal to or greater than the highest caliber of duty weapon regularly carried by officers. Road officers may choose from either concealable, under the uniform style or "outer" style vest contained in a uniform style cover.

Correction officers will be provided ballistic protection vests as provided above. The vests will be "outer" vests contained in a uniform style cover.

All vests provided will be worn in accordance with department rules and regulations.

ARTICLE 26 VACATIONS AND PERSONAL DAY

Regular full-time employees shall be entitled to vacation leave with pay as follows:

Ten (10) working days after anniversary date of one (1) year of employment, accrued at the rate of 6.67 hours per month.

Fifteen (15) working days after the anniversary date of five (5) years of employment, accrued at the rate of 10 hours per month.

Twenty (20) working days after the anniversary date of ten (10) years of employment, accrued at the rate of 13.3 hours per month.

Twenty-five (25) working days after the anniversary date of twenty (20) years of employment, accrued at the rate of 16.67 hours per month.

After the first year, vacation is accrued and credited the employee as it is earned, month-by-month.

No more than twenty-five (25) working days of vacation may be accumulated except as herein provided, and personnel shall take earned vacation leave within one (1) year following the anniversary date of the earned vacation. Personnel desiring vacation leave shall submit a request for leave through the Sheriff, or his designee; vacation time may be used in increments of one (1) hour or more.

With at least seven (7) days' notice employees may cancel their scheduled vacation time. That time will be returned to their accumulated vacation time to be used as provided in this Article.

Any employee, who on their vacation anniversary date in fiscal year 2010/2011 has more than the allotted vacation accrual level, will have their vacation time accrual level reduced to that provided in this Agreement. Any vacation time of an employee in excess of the maximum level provided in this Agreement will be placed into a separate individual "grandfather" account for that employee. The Employer shall pay out the vacation time held in the employee's grandfather account at the time the employee separates his or her employment; or sooner should the Employer elect to do so.

At the end of the employee's vacation anniversary date in fiscal year 2011/2012, and each year thereafter, the Employer will pay the employee for all his or her unused earned accumulated vacation time in excess of the maximum accumulation level provided by this Agreement; this is separate from the "grandfather" account provided above. Unused vacation pay-out shall be on a separate check.

If an employee is scheduled to be off on vacation and that employee is called into work, the employee will be paid at a rate of 1.5 times for all hours worked, in addition to his vacation time. An employee may elect to keep the vacation day on the books for use at a later time as

vacation time, in such case the employee would then receive 1.5 times for all hours worked. This time will not be eligible for comp time accrual.

Each employee shall receive one (1) paid personal day per year; the length of which shall be the same as the regularly scheduled shift being taken off. Employees must request the personal day at least five (5) days prior to the requested day. Such personal day shall be granted or denied by the Sheriff. Requests for personal days may only be denied in the case of an emergency. Should an employee be unable to use his personal day, he will be paid for it at the end of that fiscal year.

ARTICLE 27 INSURANCE

Section 27.1 Benefits

After three (3) months employment, the County will make available the current health care program for employees. The Co-employers retain the right to select/change carriers, however, in no event shall the level of benefits be substantially changed or significantly reduced from those currently offered by United Healthcare (July 5, 2019).

Section 27.2 Premium

Employees will pay ten (10%) of the monthly single coverage premium.

Employees who leave the service of the Sheriff's Office between the 1st and 15th of the month, the County will maintain full coverage through the 15th. Employees who leave between the 16th and 30th/31st of the month (February exception), the County will maintain full coverage through the end of the month for the employee.

Employees who are eligible may continue to receive health care insurance at their own cost as provided for by law, commonly referred to as COBRA.

Section 27.3 Labor-Management Insurance Advisory Committee

The parties agree to establish a labor-management health insurance planning and advisory committee. The purpose of the committee is to:

- (a) review the benefits/benefit levels and overall performance of the health, vision and dental insurance plan(s); and,
- (b) investigate ways to improve the health care program in a cost-effective way.

The committee may make non-binding recommendations for changes to the insurance program(s). The committee shall be comprised of equal members of the Ford County Board, each bargaining group within the County, and other non-represented employees. Printed notice of such meetings will be sent to committee members at least 72 hours in advance of each meeting.

ARTICLE 28 WAGES AND GENERAL ECONOMICS

Section 28.1 Wage Increases

Effective 12/01/2019, each step of the wage schedule shall be increased by two and one-half (2.50%) percent; with movement through the scale.

Effective 12/01/2020, each step of the wage schedule shall be increased by two and three-quarter (2.75%) percent; with movement through the scale.

Effective 12/01/2021, each step of the wage schedule shall be increased by three (3.00%) percent; with movement through the scale.

Effective 12/01/2022, each step of the wage schedule shall be increased by three and one-quarter (3.25%) percent; with movement through the scale.

All wages are retroactive to their effective dates for all bargaining unit members who were employed by the Ford County Sheriff's office on or after December 1, 2019. Employees who left employment after December 1, 2019 but prior to the execution of this successor agreement shall receive a pro-rata amount of retroactive pay.

Section 28.2 Wage Table Appendices

Appendix E-1: Wage Table for Deputy Sheriff

Appendix E-2: Wage Table for Correctional Officer/Telecommunicator

Appendix E-3: Wage Table for Telecommunicators

Section 28.3 Field Training Officer Pay

Field Training Officer (FTO): an additional .50 (fifty cents) per hour will be added to base pay for all hours worked when working in capacity of Field Training Officer.

Investigator/Field Supervisor, LEADS Supervisor, and Jail Administrator shall not receive the additional FTO money. For the training of a newly hired Corrections Officer or Telecommunicator, a maximum of thirty (30) days will be allowed for training with an FTO. For the training of a newly hired Deputy Sheriff, a maximum of ten (10) weeks will be allowed for training with an FTO.

Section 28.4 Lateral Transfer

Lateral transfers for State Certified Officers will be implemented. This "lateral transfer" will be effective for pay purposes only. A newly hired State Certified Officer may "transfer" into Ford County at a starting rate equal to his years of service as a law enforcement or corrections officer up to a maximum of four years.

Section 28.5 Reimbursement for Employment Related Expenses

The County will pay employees for reasonable expenses upon written, documented request(s). This shall include payment for actual, documented mileage at the rate allowed by the IRS from the employee's residence or from the Sheriff's Office, whichever is shorter, meals for actual expenses at the rate not to exceed \$15.00 per one-half day and \$30.00 per day for travel

outside the jurisdiction, and any legitimate expense incurred by an employee during the course of Sheriff's Office approved business.

Section 28.6 Additional Stipends for Command Positions

Additional stipends shall be paid for the following ranks:

Lieutenant - additional \$3,000.00 per year added to base salary

Sergeant - additional \$2,250 per year added to base salary

Corporals - additional \$1,750.00 per year added to base salary

Anyone holding more than one of the positions above shall receive only the greater amount of one. Rank or assignment pay is a one-time addition to an employee's base salary unless the amount becomes greater by negotiations or the employee is promoted or re-assigned to a higher paying position.

Section 28.7 Basic Training Meal Expenses

Employees attending basic law enforcement, correctional and/or telecommunicator training classes will have their meals paid for by the employer through a prepaid per-diem of \$25.00 per day.

Section 28.8 Emergency Medical Dispatch (EMD) Pay

Correctional Officers/Telecommunicators and Telecommunicators holding a current EMD certification shall receive EMD pay in the amount of \$0.50 per hour.

ARTICLE 29 POLICE TRAINING REIMBURSEMENT

Section 29.1 Basic Course Training Tuition

For all bargaining unit members, the Co-employers shall deduct and be entitled to reimbursement from any employee, for the documented Basic Course Training tuition, not otherwise reimbursable, upon an employee's resignation from employment within twenty-four (24) months of the date of hire or change in classification. This reimbursement shall also include payment for a Sheriff's Office issued body armor, if provided, but only if same has been personally fitted for the individual officer.

Section 29.2 Service Credit

A credit for service rendered shall be given against the reimbursement obligation for each month of continuous full-time employment. Any absence for any reason, other than duty related illness or injury of any length, of five (5) continuous days duration or more shall be excluded from the period of service for which credit will be given. The credit provided for in this paragraph shall be calculated on a pro-rata basis over the twenty-four (24) month period.

Section 29.3 Withholding

The Co-employers shall be authorized to withhold such amounts due under this provision from the employee's final paycheck and to institute whatever other action necessary to recoup any remaining amounts due the Co-employers.

Section 29.4 Prior Agreement(s)

Any prior agreement(s) entered into by Ford County or its representatives and any current bargaining unit member, regarding reimbursement, shall hereby be null and void.

ARTICLE 30 EMPLOYEE TESTING

Section 30.1 Statement of Policy

It is the policy of the Ford County Sheriff's Office that the public has the right to expect persons employed by the County to be free from the effects of drugs and alcohol. The Co-employers have 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 30.2 Prohibitions

Employees shall be prohibited from:

- (a) Consuming or possessing alcohol four (4) hours before the start of the work day, unless in accordance with duty requirements, and 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;
- (b) Consuming, possessing, selling, purchasing or delivering any illegal or proscribed drug;
- (c) Failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.
- (d) Intentionally consuming, possession, selling, purchasing, or delivering cannabis or any cannabis infused substance, unless in accordance with duty requirements, at any time. The lawful possession and consumption of cannabis or cannabis infused substance by members of the employee's household, in itself, shall not constitute a violation of this prohibition by the employee.

This Section is not intended to limit the duty of the Sheriff to enforce the laws of the State of Illinois and all regulations of the Ford County Sheriff's Office.

Section 30.3 Drug and Alcohol Testing

Where the Sheriff, or his designee, (a non-bargaining unit member of the Sheriff's Office) has reasonable suspicion to believe that an employee is under the influence of alcohol or illegal drugs during the course of the work day, the Sheriff, or his designee, (as defined above) shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. There shall be no random or unit-wide testing of employees, except random testing of an individual employee as authorized in Section 8, below.

Employees involved in an "officer-involved shooting" must submit to drug and alcohol testing according to Illinois law. The term "officer-involved shooting" means any instance when a law enforcement officer discharges his or her firearm, causing injury or death to a person or persons, during the performance of his or her official duties or in the line of duty. The drug and alcohol testing must be completed as soon as practicable after the officer-involved shooting but no later than the end of the involved officer's shift or tour of duty. The testing will be governed by the protocols outlined in Section 30.5 – Tests to be Conducted, below.

Section 30.4 Order to Submit to Testing

At the time an employee is ordered to submit to testing authorized by this Agreement, the Sheriff or his designee (as defined herein) shall provide the employee with a written notice of the order, setting forth the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. The employee shall be permitted to consult with a representative of the FOP or a private attorney at the time the order is given; provided, however, that in no circumstances may implementation of the order be delayed longer than forty-five (45) minutes. No questioning of the employee shall be conducted without first affording the employee the right to FOP 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 30.5 Tests to be Conducted

In conducting the testing, authorized by this Agreement, the Ford County Sheriff's Office 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 Substance Abuse and Mental Health Services Administration (SAMSHA);
- (b) Ensure that the laboratory or facility selected conforms to all SAMSHA standards;
- (c) Establish a chain of custody procedure for both sample collection and testing that will ensure 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 this chain of custody;
- (d) Collect a sufficient sample of the same bodily 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 expense; provided the employee makes such demand of the Sheriff or his designee within seventy-two (72) hours of receiving the results of the test;
- (h) Require that the laboratory or hospital facility report to the Sheriff 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 or not the employee is under the influence of alcohol, test results that show an alcohol concentration of .02 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive. This shall not preclude the County from attempting to show that lesser test results, i.e. below .02, demonstrate that the employee was under the influence of alcohol, 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 at no cost to the employee;
- (k) Ensure 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.

Section 30.6 Right to Contest

The Labor Council and/or the employee, with or without the Labor Council, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the test, 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 constitutional rights that employees may have with regard to such testing. Employees retain any such constitutional rights as may exist and may pursue the same at their own discretion, with or without the assistance of the Labor Council.

Section 30.7 Voluntary Requests for Assistance

The County shall take no adverse employment action against an employee who prior to any mandatory testing and for the first time voluntarily seeks treatment, counseling or other support for an alcohol or prescribed drug 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 may make available through its Employee Assistance Program (if available) a means by which the employee may seek referrals and treatment. All such requests shall be confidential, and any information received by the Co-employers, through whatever means, shall not be used in any manner adverse to the employee's interests, except reassignment as described above.

Section 30.8 Discipline

All employees who voluntarily seek assistance with a prescribed drug and/or alcohol related problem shall not be subject to any disciplinary or other adverse employment action by the County. The foregoing is conditioned upon:

- (a) The employee agreeing to appropriate treatment as determined by the physician(s) involved;
- (b) The employee discontinues his abuse of the prescribed drug or abuse of alcohol;
- (c) The employee completes the course of treatment prescribed, including an "after-care" group for a period of (12) months;
- (d) 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 act in accordance with the foregoing, or who test positive for drugs, or test positive for alcohol a second or subsequent time 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 Sheriff to retain an employee on active status through 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 a peace officer 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 any accumulated paid leave that he/she may have, such as compensatory time, vacation time, sick days, or personal leave days, or take an unpaid leave of absence pending treatment at his option.

The foregoing shall not limit the Sheriff's right to discipline employees for misconduct provided such discipline shall not be increased or imposed due to alcohol or prescription drug abuse.

ARTICLE 31 ENTIRE AGREEMENT

Section 31.1 Entire Agreement

This Agreement expresses and contains the full agreement of the parties on any matter properly subject to collective bargaining between them and concludes the bargaining on any subject between the parties for the term of this Agreement.

Section 31.2 Amendment

This Agreement may be amended by the mutual written agreement of the parties and shall then become part of this Agreement.

Section 31.3 Appendices

Appendices A, B, C, D, E, and F are part of this Agreement

ARTICLE 32 DURATION

Section 32.1 Term of Agreement

This Agreement shall be effective as of the 1st day of December 2019 and shall remain in full force and effect until the 30th day of November 2023. It shall continue in effect from year to year thereafter, unless notice of termination is given in writing by certified mail by either party, no earlier than one hundred twenty (120) calendar days preceding expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

Section 32.2 Continuing Effect

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

Section 32.3 Notices

All notices provided for in this Agreement shall be served upon the other party by certified mail, return receipt requested to the parties' representatives listed below.

FOR THE CO-EMPLOYERS:

Ford County Sheriff
Ford County Sheriff's Office
235 North American
Paxton Illinois 60957

County Board Chairman
Ford County Board of Representatives
Ford County Courthouse
Paxton, Illinois 60957


FOR THE UNION:

Illinois FOP Labor Council
974 Clock Tower Drive
Springfield, Illinois 62704

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have affixed their signatures, this _____ day of September 2019.

FOR THE CO-EMPLOYERS:



Ford County Sheriff



Chairman, Ford County Board



Ford County Clerk

FOR THE UNION:



Ford Co. FOP Bargaining Committee



Ford Co. FOP Bargaining Committee



Ford Co. FOP Bargaining Committee



Ford Co. FOP Bargaining Committee



Illinois FOP Labor Council



APPENDIX A: WORK SCHEDULES

Correctional Officers:

The schedules for Correction Officers will be as follows:

Day Shift	(8:00 a.m. to 4:00 p.m.)
Swing Shift	(4:00 p.m. to 12:00 midnight)
Midnight Shift	(12:00 midnight to 8:00 a.m.)

The Correctional Officers and Telecommunicators will bid for shifts and days off based on seniority every three (3) months beginning with the next cycle – end of February.

Notwithstanding the above provisions to the contrary, the Sheriff and the Union may mutually agree to alternative work schedules; such schedules shall include shifts with fixed starting and quitting times and shifts will be bid by seniority.

Deputies:

a. Staffing with six (6) or more deputies; ten-hour schedule:

The schedules for Road Deputies will be as follows:

6:00 a.m.	-	4:00 p.m.
3:00 p.m.	-	1:00 a.m.
8:00 p.m.	-	6:00 a.m.

In the event an employee uses prescheduled accrued time off, the shifts of the remaining employees are increased from 10 to 12 hours as follows:

3:00 a.m.	-	3:00 p.m.
3:00 p.m.	-	3:00 a.m.
or		
6:00 a.m.	-	6:00 p.m.
6:00 p.m.	-	6:00 p.m.

The Deputies will bid for shifts based on seniority every three (3) months beginning with the next cycle – end of February.

With regard to Section 22.6 Compensatory Time (a) and (b) for employees working the ten-hour schedule, the maximum sell back shall be for all compensatory time hours in excess of 20 hours for employees with four or less years of service and the maximum shall be for all compensatory time hours in excess of 30 hours for employee with five or more years of service.

b. Staffing of less than six (6) deputies; twelve-hour schedule:

The schedules for Road Deputies will be as follows:

6:00 a.m.	-	6:00 p.m.
6:00 p.m.	-	6:00 a.m.
or		
3:00 a.m.	-	3:00 p.m.
3:00 p.m.	-	3:00 a.m.

If the road deputy staffing falls to only four available deputies due to short-term staffing shortage, the road deputies shall work a twelve-hour shift schedule. The schedule shall be on temporary basis and shall conclude when staffing levels reach their authorized strength.

The parties agree to the following modifications to this Agreement, as such modifications relate to those employees assigned to Patrol. These modifications shall remain in effect so long as the twelve-hour work schedule remains in place or are as otherwise changed by mutual agreement.

1. The twelve-hour work schedule shall consist of eighty-four (84) regular scheduled work hours in a fourteen (14) day period (2,184 annual work hours).
2. The workday shall consist of two regular work shifts (Day Shift and Night Shift) of twelve consecutive hours each and have regular starting and quitting times. Day shift hours shall be 6:00 a.m. to 6:00 p.m. and night shift hours will be 6:00 p.m. to 6:00 a.m. Initial shift assignments shall be selected among the affected road deputies by seniority.
3. The work schedule cycle, a copy of which is attached to this agreement, shall consist of the following:

Three consecutive workdays, followed by four consecutive days off;
 Four consecutive workdays, followed by three consecutive days off;
 The schedule then repeats itself.

Twelve-hour Work Schedule														
	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Team 1														
Days	D	D	D	X	X	X	X	D	D	D	D	X	X	X
Nights	N	N	N	X	X	X	X	N	N	N	N	X	X	X
Team 2														
Days	X	X	X	D	D	D	D	X	X	X	X	D	D	D
Nights	X	X	X	N	N	N	N	X	X	X	X	N	N	N
Legend														
D - Day Shift														
N - Night Shift														
X - Day off														

4. Employees will receive overtime pay at time and one-half (1.5) rate after working more than the scheduled workday (12 hours) or after working eighty-four (84) hours in the 14-day work cycle. "Hours worked" shall be defined in accordance with the current provisions of the parties' collective bargaining agreement.
5. The workday shall include on-duty lunch of forty-five minutes and two on-duty ten-minute breaks

The Deputies will bid for shifts based on seniority every three (3) months beginning with the next cycle – end of February.

With regard to Section 22.6 Compensatory Time (a) and (b) for employees working the ten-hour schedule, the maximum sell back shall be for all compensatory time hours in excess of 24 hours for employees with four or less years of service and the maximum shall be for all compensatory time hours in excess of 36 hours for employee with five or more years of service.

Notwithstanding the above provisions of Deputies (a), and (b) to the contrary, the Sheriff and the Union may mutually agree to alternative work schedules; such schedules shall include shifts with fixed starting and quitting times and shifts will be bid by seniority.

APPENDIX B: DUES AUTHORIZATION FORM

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

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

I, _____(insert your name), hereby authorize my Employer, Ford 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 my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of my employment, in such manner as it so directs.

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

Employment Start Date: _____
Title: _____

Employer, please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council
Attn: Accounting
974 Clock Tower Drive
Springfield, Illinois 62704
(217) 698-9433

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



APPENDIX C: GRIEVANCE FORM

(use additional sheets where necessary)

Date Filed: _____

Department: _____

Grievant's Name: _____
Last First M.I.

Lodge No. / Year / Grievance No.

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: _____

Grievant's 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's 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's Signature

FOP Representative Signature

EMPLOYER'S STEP THREE RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP FOUR

Reasons for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP FOUR RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Referral Given

Date

FOP Labor Council Representative



APPENDIX D: SENIORITY LIST

The Sheriff shall prepare, post, and supply to the Labor Council, a list setting forth the present seniority dates of all employees covered by this Agreement on a continuing basis.

APPENDIX E-1: DEPUTY WAGE SCHEDULE

	Current	12/1/2019 2.50%	12/1/2020 2.75%	12/1/2021 3.00%	12/1/2022 3.25%
Start	\$39,389.13	\$40,373.86	\$41,484.14	\$42,728.66	\$44,117.35
After 6 mos.	\$40,716.85	\$41,734.77	\$42,882.48	\$44,168.95	\$45,604.44
After 1 yr.	\$42,329.58	\$43,387.82	\$44,580.98	\$45,918.41	\$47,410.76
After 2 yr.	\$43,312.11	\$44,394.91	\$45,615.77	\$46,984.25	\$48,511.23
After 3 yr.	\$44,188.39	\$45,293.10	\$46,538.66	\$47,934.82	\$49,492.70
After 4 yr.	\$45,119.58	\$46,247.57	\$47,519.38	\$48,944.96	\$50,535.67
After 5 yr.	\$46,048.98	\$47,200.20	\$48,498.21	\$49,953.16	\$51,576.63
After 6 yr.	\$46,854.47	\$48,025.83	\$49,346.54	\$50,826.94	\$52,478.81
After 7 yr.	\$47,661.71	\$48,853.25	\$50,196.72	\$51,702.62	\$53,382.95
After 8 yr.	\$48,467.21	\$49,678.89	\$51,045.06	\$52,576.41	\$54,285.14
After 9 yr.	\$49,272.70	\$50,504.52	\$51,893.39	\$53,450.19	\$55,187.32
After 10 yr.	\$50,079.96	\$51,331.96	\$52,743.59	\$54,325.90	\$56,091.49
After 11 yr.	\$50,419.84	\$51,680.34	\$53,101.55	\$54,694.59	\$56,472.17
After 12 yr.	\$50,761.51	\$52,030.55	\$53,461.39	\$55,065.23	\$56,854.85
After 13 yr.	\$51,101.44	\$52,378.98	\$53,819.40	\$55,433.98	\$57,235.58
After 14 yr.	\$51,443.09	\$52,729.17	\$54,179.22	\$55,804.60	\$57,618.25
After 15 yr.	\$51,784.75	\$53,079.37	\$54,539.05	\$56,175.22	\$58,000.92
After 16 yr.	\$52,106.94	\$53,409.61	\$54,878.38	\$56,524.73	\$58,361.78
After 17 yr.	\$52,466.32	\$53,777.98	\$55,256.87	\$56,914.58	\$58,764.30
After 18 yr.	\$52,807.99	\$54,128.19	\$55,616.71	\$57,285.22	\$59,146.99
After 19 yr.	\$53,147.87	\$54,476.57	\$55,974.67	\$57,653.91	\$59,527.66
After 20 yr.	\$53,489.56	\$54,826.80	\$56,334.54	\$58,024.57	\$59,910.37
After 21 yr.	\$54,024.44	\$55,375.05	\$56,897.86	\$58,604.80	\$60,509.46
After 22 yr.	\$54,564.67	\$55,928.79	\$57,466.83	\$59,190.83	\$61,114.54
After 23 yr.	\$55,110.35	\$56,488.11	\$58,041.53	\$59,782.78	\$61,725.72
After 24 yr.	\$55,661.44	\$57,052.98	\$58,621.93	\$60,380.59	\$62,342.96
After 25 yr.	\$56,218.07	\$57,623.52	\$59,208.17	\$60,984.41	\$62,966.41
After 26 yr.	\$56,780.22	\$58,199.73	\$59,800.22	\$61,594.22	\$63,596.04
After 27 yr.	\$57,348.05	\$58,781.75	\$60,398.25	\$62,210.20	\$64,232.03
After 28 yr.	\$57,921.52	\$59,369.56	\$61,002.22	\$62,832.29	\$64,874.34
After 29 yr.	\$58,500.71	\$59,963.23	\$61,612.22	\$63,460.58	\$65,523.05
After 30 yr.	\$59,085.72	\$60,562.86	\$62,228.34	\$64,095.19	\$66,178.29
Corporal		\$1,750			
Sergeant		\$2,250			
Lieutenant		\$3,000			

APPENDIX E-2: CORRECTIONAL OFFICER/TC WAGE SCHEDULE

	Current	12/1/2019 2.50%	12/1/2020 2.75%	12/1/2021 3.00%	12/1/2022 3.25%
Start	\$36,368.07	\$37,277.27	\$38,302.40	\$39,451.47	\$40,733.64
After 6 mos.	\$37,715.03	\$38,657.91	\$39,721.00	\$40,912.63	\$42,242.29
After 1 yr.	\$39,351.13	\$40,334.91	\$41,444.12	\$42,687.44	\$44,074.78
After 2 yr.	\$40,294.03	\$41,301.38	\$42,437.17	\$43,710.28	\$45,130.87
After 3 yr.	\$41,236.88	\$42,267.80	\$43,430.17	\$44,733.07	\$46,186.90
After 4 yr.	\$42,181.56	\$43,236.10	\$44,425.09	\$45,757.84	\$47,244.97
After 5 yr.	\$43,124.44	\$44,202.55	\$45,418.12	\$46,780.66	\$48,301.04
After 6 yr.	\$44,004.47	\$45,104.58	\$46,344.96	\$47,735.31	\$49,286.70
After 7 yr.	\$44,886.30	\$46,008.46	\$47,273.69	\$48,691.90	\$50,274.39
After 8 yr.	\$45,766.29	\$46,910.45	\$48,200.48	\$49,646.50	\$51,260.01
After 9 yr.	\$46,646.32	\$47,812.48	\$49,127.32	\$50,601.14	\$52,245.68
After 10 yr.	\$47,528.15	\$48,716.35	\$50,056.05	\$51,557.74	\$53,233.36
After 11 yr.	\$47,935.82	\$49,134.22	\$50,485.41	\$51,999.97	\$53,689.97
After 12 yr.	\$48,345.28	\$49,553.91	\$50,916.64	\$52,444.14	\$54,148.58
After 13 yr.	\$48,752.98	\$49,971.80	\$51,346.03	\$52,886.41	\$54,605.22
After 14 yr.	\$49,162.45	\$50,391.51	\$51,777.28	\$53,330.60	\$55,063.84
After 15 yr.	\$49,571.93	\$50,811.23	\$52,208.54	\$53,774.79	\$55,522.47
After 16 yr.	\$49,979.60	\$51,229.09	\$52,637.89	\$54,217.03	\$55,979.08
After 17 yr.	\$50,389.09	\$51,648.82	\$53,069.16	\$54,661.23	\$56,437.72
After 18 yr.	\$50,798.54	\$52,068.50	\$53,500.39	\$55,105.40	\$56,896.32
After 19 yr.	\$51,206.24	\$52,486.40	\$53,929.77	\$55,547.67	\$57,352.96
After 20 yr.	\$51,615.71	\$52,906.10	\$54,361.02	\$55,991.85	\$57,811.59
After 21 yr.	\$52,131.89	\$53,435.19	\$54,904.65	\$56,551.79	\$58,389.73
After 22 yr.	\$52,653.21	\$53,969.54	\$55,453.70	\$57,117.31	\$58,973.63
After 23 yr.	\$53,179.73	\$54,509.22	\$56,008.23	\$57,688.47	\$59,563.35
After 24 yr.	\$53,711.54	\$55,054.33	\$56,568.32	\$58,265.37	\$60,159.00
After 25 yr.	\$54,248.65	\$55,604.87	\$57,134.00	\$58,848.02	\$60,760.58
After 26 yr.	\$54,791.14	\$56,160.92	\$57,705.34	\$59,436.50	\$61,368.19
After 27 yr.	\$55,339.05	\$56,722.53	\$58,282.40	\$60,030.87	\$61,981.87
After 28 yr.	\$55,892.45	\$57,289.76	\$58,865.23	\$60,631.19	\$62,601.70
After 29 yr.	\$56,451.36	\$57,862.64	\$59,453.87	\$61,237.48	\$63,227.70
After 30 yr.	\$57,015.89	\$58,441.29	\$60,048.42	\$61,849.88	\$63,860.00
Corporal		\$1,750			
Sergeant		\$2,250			
Lieutenant		\$3,000			

APPENDIX E-3: TELECOMMUNICATOR WAGE SCHEDULE

	Current	12/1/2019 2.50%	12/1/2020 2.75%	12/1/2021 3.00%	12/1/2022 3.25%
Start	\$30,623.53	\$31,389.12	\$32,252.32	\$33,219.89	\$34,299.53
After 6 mo.	\$31,881.99	\$32,679.04	\$33,577.71	\$34,585.04	\$35,709.06
After 1 yr.	\$33,410.58	\$34,245.84	\$35,187.61	\$36,243.23	\$37,421.14
After 2 yr.	\$34,291.49	\$35,148.78	\$36,115.37	\$37,198.83	\$38,407.79
After 3 yr.	\$35,172.41	\$36,051.72	\$37,043.14	\$38,154.44	\$39,394.46
After 4 yr.	\$36,055.00	\$36,956.38	\$37,972.68	\$39,111.86	\$40,382.99
After 5 yr.	\$36,935.91	\$37,859.31	\$38,900.44	\$40,067.45	\$41,369.64
After 6 yr.	\$37,758.09	\$38,702.04	\$39,766.35	\$40,959.34	\$42,290.52
After 7 yr.	\$38,581.98	\$39,546.53	\$40,634.06	\$41,853.08	\$43,213.31
After 8 yr.	\$39,404.14	\$40,389.24	\$41,499.95	\$42,744.95	\$44,134.16
After 9 yr.	\$40,226.35	\$41,232.01	\$42,365.89	\$43,636.87	\$45,055.06
After 10 yr.	\$41,050.22	\$42,076.48	\$43,233.58	\$44,530.59	\$45,977.83
After 11 yr.	\$41,431.10	\$42,466.88	\$43,634.72	\$44,943.76	\$46,404.43
After 12 yr.	\$41,813.66	\$42,859.00	\$44,037.62	\$45,358.75	\$46,832.91
After 13 yr.	\$42,194.55	\$43,249.41	\$44,438.77	\$45,771.94	\$47,259.52
After 14 yr.	\$42,577.12	\$43,641.55	\$44,841.69	\$46,186.94	\$47,688.02
After 15 yr.	\$42,959.68	\$44,033.67	\$45,244.60	\$46,601.94	\$48,116.50
After 16 yr.	\$43,340.58	\$44,424.09	\$45,645.76	\$47,015.13	\$48,543.12
After 17 yr.	\$43,723.15	\$44,816.23	\$46,048.68	\$47,430.14	\$48,971.61
After 18 yr.	\$44,105.71	\$45,208.35	\$46,451.58	\$47,845.13	\$49,400.10
After 19 yr.	\$44,486.60	\$45,598.77	\$46,852.73	\$48,258.31	\$49,826.71
After 20 yr.	\$44,869.19	\$45,990.92	\$47,255.67	\$48,673.34	\$50,255.22

APPENDIX F: MEMORANDUM OF UNDERSTANDING

The Parties referenced herein, Ford County/Ford County Sheriff (hereinafter referred to as the “Co-employers”) and the Illinois Fraternal Order of Police Labor Council (hereinafter referred to as the “Union”) do hereby agree to the following:

1. FOP bargaining unit employees are covered under the provisions of SLEP for purposes of retirement and disability benefits.
2. FOP bargaining unit employees are represented by the Union in a collective bargaining agreement with the Co-employers.
3. FOP bargaining unit employees receive sick leave benefits per Article 23 of the collective bargaining agreement.
4. The Co-employers and the Union affirm that upon retirement all sick leave hours accrued and unused up to a maximum of 240 days may be used by an employee to supplement his/her SLEP retirement benefit(s) in accordance with the applicable SLEP provisions. This agreement does not allow an employee to extend their employment as a member of the Ford County Sheriff’s Department.

FOR THE CO-EMPLOYERS:

FOR THE UNION:

Debbie Smith
Ford County Board Chairperson

Chuck R. Burns
IL FOP Labor Council

William D. Keen, Jr.
Ford County Sheriff

Patrick Duffy
Ford County FOP Bargaining Committee

Dated this 7th day of March 2004

SIDE LETTER OF AGREEMENT: ALTERNATIVE WORK SCHEDULES

Re: Alternative Work Schedules for Corrections/Telecommunicators and
Telecommunicators

The Sheriff and the Illinois FOP Labor Council agree to meet during the term of this Agreement for the purpose of exploring and developing mutually beneficial work schedules for Ford County Sheriff office employees in the classification of Corrections/Telecommunicators and Telecommunicators.

Any agreement(s) reached as the result of such meetings to deviate from the present work schedule would be experimental and temporary in nature unless agreed to otherwise by the parties.

For the Sheriff:

For the Labor Council:

/s/ Mark Doran 4/2/2008
Sheriff Mark Doran Date

/s/ David Nixon 4/2/2008
David Nixon Date