

**COLES COUNTY BOARD**

**Regular Meeting**

**April 11, 2017**

The regular meeting of the Coles County Board was called to order at 7:00 p.m. with the following members present Brandon Bell, Travis Coffey, Paul Daily, Mark Degler, Jan Eads,, Nancy Purdy, Cory Sanders, Rick Shook, Marc Weber and Mike Zuhone with Chairman Stan Metzger presiding. Absent was member Brian Marvin.

Following the Pledge to the Flag, the Invocation was given by Brandon Bell.

**APPROVAL OF MINUTES**

Motion was made by Weber, seconded by Daily to approve the March 14, 2017 County Board minutes.

AYES: Bell, Coffey, Daily, Degler, Eads, Metzger,  
Purdy, Sanders, Shook, Weber, Zuhone (11)

NAYS: None (0)

ABSENT: Marvin (1)

**APPOINTMENTS TO THE HUMBOLDT FIRE DISTRICT**

Appointments were made by Metzger to appoint Fred Hood until May, 2019, Curt Niemeyer until May, 2018 and Matt Homann until May, 2020 to the Humboldt Fire Protection District with the consent of the County Board.

AYES: Bell, Coffey, Daily, Degler, Eads, Metzger,  
Purdy, Sanders, Shook, Weber, Zuhone (11)

NAYS: None (0)

ABSENT: Marvin (1)

**APPOINTMENTS TO THE NORTH FORK CONSERVANCY DISTRICT**

Appointments were made by Metzger to appoint R. G. Heltsley until August 21, 2018, Jeff Yoder until August 21, 2019 and Randell Smith until August 21, 2021 with the consent of the County Board.

AYES: Bell, Coffey, Daily, Degler, Eads, Metzger,  
Purdy, Sanders, Shook, Weber, Zuhone (11)

NAYS: None (0)

ABSENT: Marvin (1)

## **RE-APPOINTMENT TO THE AIRPORT AUTHORITY**

Re-appointment was made by Metzger to re-appoint Michael Vaughn to serve on the Coles County Airport Authority Board of Directors until May, 2022, with the consent of the County Board.

AYES: Bell, Coffey, Daily, Degler, Eads, Metzger,  
Purdy, Sanders, Shook, Weber, Zuhone (11)

NAYS: None (0)

ABSENT: Marvin (1)

## **APPOINTMENT TO THE LINCOLN FIRE DISTRICT**

Appointment was made by Metzger to appoint Robert W. Ratliff to serve on the Lincoln Fire District until May, 2020 with the consent of the Coles County Board.

Upon motion by Purdy, seconded by Marvin

AYES: Bell, Coffey, Daily, Degler, Eads, Metzger,  
Purdy, Sanders, Shook, Weber, Zuhone (11)

NAYS: None (0)

ABSENT: Marvin (1)

## **FOP CONTRACT**

For a copy of the contract see pages 3485 - 3549

Upon motion by Zuhone, seconded by Daily.

AYES: Bell, Coffey, Daily, Degler, Eads, Metzger,  
Purdy, Sanders, Weber, Zuhone (10)

NAYS: Shook (1)

ABSENT: Marvin (1)

## **RESOLUTION : PARTICIPATION OF ELECTED OFFICIALS IN IMRF**

For a copy of the resolution see page 3550

Upon motion by Weber, seconded by Eads.

AYES: Bell, Coffey, Daily, Degler, Eads, Metzger,  
Purdy, Sanders, Shook, Weber, Zuhone (11)

NAYS: None (0)

ABSENT: Marvin (1)

## **RESOLUTION TO BORROW FUNDS**

For a copy of the resolution see page 3551

Upon motion by Zuhone, seconded by Coffey.

AYES: Bell, Coffey, Daily, Degler, Eads, Metzger,  
Purdy, Sanders, Shook, Weber, Zuhone (11)  
NAYS: None (0)  
ABSENT: Marvin (1)

## **TAX SALE RESOLUTIONS (2)**

For a copy of the resolutions see pages 3552 - 3553

Upon motion by Coffey, seconded by Daily.

AYES: Bell, Coffey, Daily, Degler, Eads, Metzger,  
Purdy, Sanders, Shook, Weber, Zuhone (11)  
NAYS: None (0)  
ABSENT: Marvin (1)

## **RESOLUTION OF INDEMNITY**

For a copy of the resolution see page 3554

Upon motion by Daily, seconded by Degler.

AYES: Bell, Coffey, Daily, Degler, Eads, Metzger,  
Purdy, Sanders, Shook, Weber, Zuhone (11)  
NAYS: None (0)  
ABSENT: Marvin (1)

## **RESOLUTION: DIAL-A-RIDE**

For a copy of the resolution see page 3555

Upon motion by Daily, seconded by Weber.

AYES: Bell, Coffey, Daily, Degler, Eads, Metzger,  
Purdy, Sanders, Shook, Weber, Zuhone (11)  
NAYS: None (0)  
ABSENT: Marvin (1)

**COUNTY BRIDGE FUND PETITION - ASHMORE ROAD**

For a copy of the petition see page 3556

Upon motion by Weber, seconded by Daily.

AYES: Bell, Coffey, Daily, Degler, Eads, Metzger,  
Purdy, Sanders, Shook, Weber, Zuhone (11)

NAYS: None (0)

ABSENT: Marvin (1)

**PROCLAMATION - MENTAL HEALTH AWARENESS MONTH**

Chairman Stan Metzger proclaimed the Month of May 2017 as Coles County Mental Health Awareness Month.

**APPOINTMENTS**

1. One appointment to the Mental Health Board
2. One appointment to the Seven Hickory-Morgan Fire Protection District

**PUBLIC COMMENT**

Public comments were heard from the following regarding the mass appraisals of commercial and industrial properties:

John Kraft  
James DiNaso  
Edwin Wetzel  
Kirk Allen

Sarah Hudson  
Robb Perry  
Rex Dukeman  
Jon Kay

**ADJOURNED**

Upon motion by Weber, seconded by Bell, the Coles County Board was adjourned at 7:50 p.m.

AYES: Bell, Coffey, Daily, Degler, Eads, Metzger,  
Purdy, Sanders, Shook, Weber, Zuhone (11)

NAYS: None (0)

ABSENT: Marvin (1)

ATTEST:

\_\_\_\_\_ County Clerk

# **ILLINOIS FOP LABOR COUNCIL**

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**and**

## **COUNTY OF COLES / COLES COUNTY SHERIFF'S OFFICE**

**Patrol, Corrections, Sergeant  
and Lieutenant**

**December 1, 2016 – November 30, 2019**

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



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## **PREAMBLE**

This Agreement is entered into by the County of Coles, a body politic, by its duly constituted County Board and the Sheriff of Coles County, hereinafter referred to as the "Employer", and the Fraternal Order of Police, Coles County Peace Officers, Lodge No. 207, and the Illinois F.O.P. Labor Council, hereinafter referred to as the "Labor Council".

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer 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 Employer 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. Unit Description**

The Employer hereby recognizes the Labor Council as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on matters relating to wages, hours, and other terms and conditions of employment of all full-time sworn officers in the bargaining unit. The bargaining unit shall include: All sworn merited Deputy Sheriffs below the rank of Captain, including Patrol, Corrections, Sergeant, Lieutenant, but excluding Chief Deputy, Undersheriff, and Captain as Managerial; Sheriff, as statutory exclusion, and Administrative Secretary as confidential.

### **Section 1.2. Excluded Supervisors**

Excluded supervisors may continue to perform bargaining unit work which is incidental to their jobs, as per current practice. They may also perform bargaining unit work in emergency situations and where such work is necessary to train a bargaining unit employee. Such work by excluded supervisors shall not cause any layoffs of the bargaining unit employees or reduction in working hours.

### **Section 1.3. Sheriff's Auxiliary**

The Employer may elect to form and utilize the services of the Coles County Sheriff's Police Auxiliary to perform bargaining unit work in accordance with Illinois Statutes so long as the use of auxiliary personnel does not cause any layoffs or reduction in regularly scheduled work hours.

### **Section 1.4. Short-Term/Part-Time Employees**

The Employer may continue to utilize the services of short-term and part-time employees to perform bargaining unit work in accordance with past practice so long as the use of short-term or part-time employees does not cause any layoff or reduction in regularly scheduled work hours.

## **ARTICLE 2 - NEW CLASSIFICATIONS AND VACANCIES**

### **Section 2.1. New Classifications**

Where the Employer finds it necessary to create a new job classification, the work of which falls within the scope of the bargaining unit, the Employer and Labor Council agree to jointly petition the State Labor Board to seek the necessary unit clarification. If the inclusion of a new position classification is agreed to by the parties or found appropriate by the Labor Board, the parties shall negotiate as to the proper pay grade for the classification. If no agreement is reached within thirty (30) calendar days or any mutually agreed upon extension, from the date its inclusion was determined, either party may submit the matter for impasse resolution in accordance with 5 ILCS 315/14.

The pay grade originally assigned by the Employer shall remain in effect pending the decision. If the decision of the arbitrator is to increase the pay grade of the position classification, such rate change shall be applied retroactive to the date of its installation.

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

### **Section 2.2. Vacancies**

Vacancies shall be created and filled in accordance with past practice using the established Sheriff's Merit Commission procedures without waiver thereof. The Sheriff shall fill vacancies for new positions or promotions by selecting the most qualified person from an eligibility list created by the Sheriff's Merit Commission in accordance with their past practice. Any officer not selected shall be entitled to a meeting with the Sheriff or his designee for an explanation of why he was not selected.

## **ARTICLE 3 - NON-DISCRIMINATION**

### **Section 3.1. Equal Employment Opportunity**

The Employer will continue to provide equal employment opportunity for all officers, and develop and apply equal employment practices.

### **Section 3.2. Prohibition Against Discrimination**

Both the Employer and the Labor Council agree not to illegally discriminate against any employee on the basis of race, sex, creed, religion, color, marital or parental status, age, national origin, political affiliation and/or beliefs, mental or physical handicap or sexual orientation. Alleged claims of discrimination shall not be processed through the grievance procedure of this Agreement, but rather shall be processed through the appropriate federal, state and/or local agencies.

### **Section 3.3. Labor Council Membership or Activity**

Neither the Employer 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 4 - MANAGEMENT RIGHTS**

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

- (a) To direct all operations of the County;
- (b) To establish reasonable work rules and schedules of work;
- (c) To hire or promote from the Sheriff's Merit Commission eligibility list, transfer, schedule and assign employees in positions and to create, combine, modify and eliminate positions within the County;
- (d) To suspend, discharge and take other disciplinary action against non-probationary employees for just cause under established work rules and regulations of the Sheriff's Office and the provisions of this Agreement (probationary employees may be disciplined or terminated from employment by the Sheriff without cause);
- (e) To lay off employees;
- (f) To maintain efficiency of County operations;
- (g) To introduce new or improved methods or facilities;
- (h) To change existing methods or facilities;
- (i) To determine the kinds and amounts of services to be performed as pertains to County operations; and the number and kind of classifications to perform such services;
- (j) To contract out for goods or services;
- (k) To determine the methods, means and personnel by which County operations are to be conducted;
- (l) To take whatever action is necessary to carry out the functions of the County in situations of emergency.

It is understood and agreed that any of the rights, powers, or authority the County had prior to the signing of this Agreement are retained by the County except those specifically abridged, granted, or modified by this Agreement.

## **ARTICLE 5 - SUBCONTRACTING**

### **Section 5.1. General Policy**

It is the general policy of the Employer to continue to utilize employees to perform work they are qualified to perform. However, the Employer reserves the right to contract out any work it deems necessary in the interests of economy, improved work product, or emergency.

### **Section 5.2. Notice and Discussion**

Absent an emergency situation, prior to the Employer changing its policy involving the overall subcontracting of work in a bargaining unit area, when such change amounts to a significant deviation from past practice resulting in loss of work of a significant number of bargaining unit employees, the Employer shall notify the Labor Council and offer the Labor Council an opportunity to discuss and participate in considerations over the desirability of such subcontracting of work, including means by which to minimize the impact of such on employees.

## **ARTICLE 6 - F.O.P. REPRESENTATIVES**

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

### **Section 6.1. Grievance Processing**

Labor Council representatives shall be provided thirty (30) minutes for the purpose of preparing for a grievance hearing on behalf of an officer and shall be without loss of pay.

### **Section 6.2. F.O.P. Delegates**

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

### **Section 6.3. Labor Council Negotiating Team**

No more than two (2) members designated as being on the Labor Council negotiating team who are scheduled to work on a day on which negotiations will occur shall, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay subject to operating needs of the Department. If a designated Labor Council negotiating team member is in regular day-off status on the day of negotiations, he will not be compensated for attending the session.

## **ARTICLE 7 - BILL OF RIGHTS**

The Employer shall follow the procedures set forth in 50 ILCS 725 et seq., as may be amended from time to time, where applicable. The law enforcement officer may be relieved of

duty pending formal hearing and shall receive all ordinary pay and benefits as he would have if he were not charged. The officer shall have the right to be represented at such inquiries, investigations or interrogations by a Labor Council representative.

Nothing in this section 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.)

## **ARTICLE 8 - DUES DEDUCTION AND FAIR SHARE**

### **Section 8.1. Dues Deduction**

Upon receipt of a written and signed authorization form from an employee, the Employer shall deduct the amount of Labor Council dues and initiation fee, if any, set forth in such form and any authorized increases therein, and shall remit such deductions, along with a record of those for whom deductions have been made (specifying either dues or fair share) and the names of any members for whom deductions were not made and the reason they were not made, 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 Employer of any increase in dues, in writing, at least thirty (30) days prior to its effective date.

### **Section 8.2. Dues**

With respect to any officer on whose behalf the Employer receives written authorization in a form agreed upon by the Labor Council and the Employer, the Employer shall deduct from the wages of the officer the dues and/or financial obligation uniformly required and shall forward the full amount to the Labor Council by the tenth (10th) day of the month following the month in which the deductions are made. The amounts deducted shall be in accordance with the schedule to be submitted to the Employer by the Labor Council.

### **Section 8.3. Fair Share**

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

The Employer shall, with respect to any officer in whose behalf the Employer has not received a written authorization as provided for above, deduct from the wages of the officer the fair share financial obligation, including any retroactive amount due and owing, and shall forward said amount to the Labor Council on the tenth (10th) day of the month following the month in which the deduction is made, subject only to the following:

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

**Section 8.4. Union Indemnification**

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

**ARTICLE 9 - INDEMNIFICATION**

The Employer agrees to indemnify the members of the bargaining unit in accordance with the provisions 65 ILCS 5/1-4-6.

**ARTICLE 10 - NO STRIKE**

**Section 10.1. No Strike Commitment**

Neither the Labor Council nor any officer will call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage, slow down, or the concerted interference with the full, faithful and proper performance of the duties of employment with the Employer during the term of this Agreement. No officer covered by this Agreement shall refuse to cross any picket line, by whoever established in order to perform their duties.

**Section 10.2. Performance of Duty**

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



**Section 10.3. Resumption of Operations**

In the event of action prohibited by Section 10.1 above, the Labor Council immediately shall disavow such action and request the officers to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Labor Council, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

**Section 10.4. Labor Council Liability**

Upon the failure of the Labor Council to comply with the provisions of Section 10.2 above, any agent or official of the Labor Council who is an officer covered by this Agreement may be subject to the provisions of Section 10.5 below.

**Section 10.5. Discipline of Strikers**

Any officer who violates the provisions of Section 10.1 of this Article shall be subject to immediate discipline, including discharge. Any action taken by the Employer against any officer who participates in action prohibited by Section 10.1 above shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure, except that the issue of whether an officer in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure or review by the Sheriff's Merit Commission, as the case may be.

**Section 10.6. No Lockout**

The Employer will engage in no lockout of employees during the term of this Agreement.

**ARTICLE 11 - RESOLUTION OF IMPASSE**

All impasses on economic matters shall be resolved according to the provisions of Section 14 of the Illinois Public Labor Relations Act (Chapter 5, Illinois Compiled Statutes, 315/14), except that all arbitration hearings shall be conducted in Charleston, Illinois.

**ARTICLE 12 - PERSONNEL FILES**

**Section 12.1. Personnel Files**

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

Records of disciplinary action taken against an employee shall be removed from all personnel files according to the following schedule: oral reprimands - twelve (12) months; written reprimands - eighteen (18) months; suspensions without pay - sixty (60) months; demotions - sixty (60) months. The foregoing is contingent upon an employee not having any further sustained discipline of the same or similar nature within the time period proscribed herein.

### **Section 12.2. Inspection**

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

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

### **Section 12.3. Notification and Reply**

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

### **Section 12.4. Limitation on Use of File Material**

It is agreed that any material and/or matter not available for inspection, such as provided in Section 12.1 and 12.2 above, shall not be used in any manner or any forum adverse to the officer's interests.

### **Section 12.5. Employee Additions to Personnel File**

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

## **ARTICLE 13 - DISCIPLINE AND DISCHARGE**

### **Section 13.1. Discipline and Discharge**

The parties recognize the principles of progressive and corrective discipline.

Disciplinary action or measures shall include only the following:

- oral reprimand
- written reprimand
- demotion
- suspension without pay (notice to be given in writing)
- discharge

The Sheriff shall have the authority to issue any of the above disciplinary action without regard to the Merit Commission. Seniority shall not accrue for suspensions.

Disciplinary action may be imposed upon an employee only for just cause. Oral reprimands and written reprimands imposed upon an employee may be processed as a grievance through Step 2 of the regular grievance procedure at the employee's option; however, grievances concerning oral or written reprimands shall not be subject to final and binding arbitration under Step 3 of the regular grievance procedure. Demotions, suspensions, and discharges imposed upon an employee shall be processed either through the regular Sheriff's Merit Commission's procedures or through Article 14, Dispute Resolution and Grievance Procedure, at the employee's option.

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

### **Section 13.2. Limitation**

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

The Employer shall not utilize a temporary or short-term transfer to Corrections as a disciplinary measure.

### **Section 13.3. Pre-disciplinary Meeting**

For discipline other than oral and written reprimands, prior to notifying the employee of the contemplated discipline to be imposed, the Employer shall notify the local Labor Council of the meeting and then shall meet with the employee involved and inform the employee of the reason for such contemplated discipline, including any names of witnesses and copies of pertinent documents. The employee shall be informed of his contract rights to Labor Council representation and shall be entitled to such, if so requested by the employee, and the employee and Labor Council Rep shall be given the opportunity to rebut or clarify the reasons for such discipline and further provided that a Labor Council Rep shall be available within forty-eight (48) hours of notification. If the employee does not request Labor Council representation, a

Labor Council Rep shall nevertheless be entitled to be present as a non-active participant at any and all such meetings.

**Section 13.4. Investigatory Interviews**

When the Employer desires to conduct an investigatory interview of an employee in which the results of the interview lead to discipline, the Employer agrees to first inform the employee that the employee has a right to Labor Council representation at such interview. If the employee desires such Labor Council representation, no interview shall take place without the presence of a Labor Council representative, provided a Labor Council Representative is available to meet within forty-eight (48) hours of the notice to employee. The role of the Labor Council representative is limited to assisting the employee, clarifying the facts and suggesting other employees who may have knowledge of the facts.

**ARTICLE 14 - DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE**

**Section 14.1. Definition of a Grievance**

A grievance is defined as any unresolved difference between the Employer and the Labor Council or any employee regarding the application, meaning or interpretation of this Agreement. This grievance procedure is subject to and shall not conflict with any provisions of the Illinois Public Labor Relations Act. This grievance procedure shall be utilized by the employees, the Labor Council or the Employer only for non-disciplinary grievances or grievances concerning Demotions, suspensions without pay or discharges. Oral reprimands and written reprimands imposed upon an employee may be processed as a grievance through Step 2 of this procedure at the employee's option; however, grievances concerning oral and written reprimands shall not be subject to final and binding arbitration under Step 3 of this procedure.

**Section 14.2. Dispute Resolution**

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

The employee shall make his complaint to his immediate supervisor. The supervisor will notify the employee of the decision within two working days following the day when the complaint was made. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances. In the event of a complaint, the employee shall first complete his assigned work task, and complain later.

**Section 14.3. Representation**

Grievances may be processed by the Labor Council on behalf of an employee or on behalf of a group of employees. The Employer may file contract grievances directly at Step 3, Section 14.8 of this Article. Either party may have the grievant or one grievant representing group grievants present at any step of the grievance procedure, and the employee is entitled to Labor Council representation at each and every step of the grievance procedure upon his request. Grievances may be filed on behalf of two or more employees only if the same facts, issues and requested remedy apply to all employees in the group.

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#### **Section 14.4. Subject Matter**

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

In the event the employee or Union claims continuing violations of the Agreement subsequent to the filing of the grievance, additional grievances need not be separately filed; however, the Union or the employee must amend the grievance in writing within ten working days of the subsequent occurrence giving rise to the amendment in order for the occurrence to be timely covered by the initial grievance.

#### **Section 14.5. Time Limitations**

Grievances may be withdrawn at any step of the grievance procedure without precedent. Grievances not appealed within the designated time limits will be treated as withdrawn grievances. The Employer's failure to respond within the time limits shall not find in favor of the grievant, but shall automatically advance the grievance to the next step, except Step 3. Time limits may be extended by mutual agreement.

#### **Section 14.6. Grievance Processing**

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

#### **Section 14.7. Grievance Meetings**

A maximum of two (2) employees (the grievant and/or Labor Council Rep) per work shift shall be excused from work with pay to participate in a Step 1 or Step 2 grievance meeting. The employee(s) shall only be excused for the amount of time reasonably required to present the grievance. The employee(s) shall not be paid for any time during which a grievance meeting occurs outside of the employee's work shift. In the event of a grievance, the employee shall first perform his assigned work task and file his grievance later. Grievances shall not be investigated during working hours.

#### **Section 14.8. Steps in Procedure**

Disputes arising under this Agreement shall be resolved as follows:

- Step 1.** If no agreement is reached between the employee and the supervisor, as provided for in Section 14.2, Dispute Resolution, the Labor Council shall prepare a written grievance on a form mutually agreed to, and present it to the Chief Deputy not later than ten (10) working days after the employee was notified of the decision by the supervisor, but in no event shall the grievance be filed with the Chief Deputy later than thirty (30) days from the date of the occurrence giving rise to the grievance or when the employee or union should have learned of the events giving rise to the grievance. Within five (5) working days after the grievance has

been submitted, the Chief Deputy shall meet with the grievant and a Labor Council representative to discuss the grievance and make a good faith attempt to resolve the grievance. The Chief Deputy shall respond in writing to the grievant and a Labor Council representative within five (5) working days following the meeting.

**Step 2.** If the grievance is not settled at Step 1 the grievance may be referred in writing, within five (5) working days after the decision of the Step 1 Committee is due, to the Sheriff and the Chairman of the County Board. Within twenty (20) working days after the grievance has been filed at Step 2, the Sheriff and Chairman shall meet with the Labor Council and the grievant to discuss the grievance and make a good faith effort to resolve the grievance. The Sheriff and Chairman shall respond in writing to the grievant and the Labor Council within five (5) working days following the meeting.

**Step 3.** If the dispute is not settled at Step 2, the matter may be submitted to arbitration within ten (10) working days after the Step 2 written decision or the expiration of the five (5) day period if the Sheriff and Chairman fail to render a written decision. Within ten (10) working days after the matter has been submitted to arbitration a representative of the Employer and the Labor Council shall meet to select an arbitrator from a list of mutually agreed-to arbitrators. If the parties are unable to agree on an arbitrator within ten (10) working days after such meeting, the parties shall request the American Arbitration Association or the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. Either party shall have the right to reject an entire list of arbitrators. The arbitrator shall be selected from the list of seven (7) by alternate strikes by the Employer representative and the Labor Council. A coin flip shall be used to determine which party shall strike first, with the winner of the flip striking first. The person whose name remains on the list shall be the arbitrator, provided that either party before striking any names shall have the right to reject one (1) of the arbitrators on the list. The arbitrator shall be notified of his selection by a joint letter from the Employer and the Labor Council. Such letter shall request the arbitrator to set a time and a place for the hearing subject to the availability of the Employer and Labor Council representatives and shall be notified of the issue where mutually agreed by the parties. All hearings shall be held in the City of Charleston, Illinois unless otherwise agreed to.

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

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

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

The expenses and fees of arbitration, including the cost of the hearing room, the arbitrator's fees, and transcription costs shall be shared equally by the Employer and Labor

Council. Nothing in this Article shall preclude the Employer and Labor Council from agreeing to use the expedited arbitration procedures of the American Arbitration Association. The decision and award of the arbitrator shall be made within forty-five (45) days following the hearing and shall be final and binding on the Employer, the Labor Council and the employee or employees involved. The arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of the Agreement.

## **ARTICLE 15 - SENIORITY**

### **Section 15.1. Definition of Seniority**

As used herein, the term “seniority” shall refer to and be defined as the continuous length of service or employment covered by this Agreement from the date of last hire.

### **Section 15.2. Probation Period**

An employee is a “probationary employee” for his first twelve (12) months of employment. No matter concerning the discipline, layoff or termination of a probationary employee shall be subject to the grievance and arbitration procedures. A probationary employee shall have no seniority, except as otherwise provided in this Agreement, until he has completed his probationary period. Upon the completion of his probationary period, he will acquire seniority from his date of hire.

An employee newly transferred from Corrections to Patrol shall be subject to a one year continuous probationary service to determine the employee’s fitness for duty within the new classification. The Sheriff shall have the sole right to determine the employee’s shift of work and suitability for the new classification during this probationary period. In the event the employee does not satisfactorily complete his or her probationary period, the employee shall be returned to his or her previous classification at his or her previous salary without loss of seniority.

An employee newly promoted to the rank of either Sergeant or Lieutenant shall be subject to a one year continuous probationary service to determine the employee’s fitness for duty within the new rank. The Sheriff shall have the sole right to determine the employee’s suitability for the new rank during this probationary period. In the event the employee does not satisfactorily complete his or her probationary period, the employee shall be returned to his or her previous rank at his or her previous salary without loss of seniority.

### **Section 15.3. Seniority List**

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

### **Section 15.4. Termination of Seniority**

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

- (a) quits; or
- (b) is discharged for just cause; or
- (c) is laid off pursuant to the provisions of the applicable agreement for a period of twenty-four (24) months; or
- (d) accepts gainful employment while on an approved leave of absence from the Sheriff's Department; or
- (e) is absent for three consecutive scheduled work days without proper notification or authorization; or
- (f) fails to return to work at the conclusion of an approved leave of absence for a period of three (3) consecutive days.

**Section 15.5. Seniority While on Leave or Suspension**

Employees will not continue to accrue seniority on authorized unpaid leave of absence or a disciplinary suspension of three (3) days or more.

**Section 15.6. Conflicts in Vacation**

Employees shall select the periods of their annual vacation on the basis of seniority. Vacation schedules may be adjusted to accommodate seasonal operations, significant revision in organization, work assignments or the number of personnel in particular ranks. Provided however, that no more than one employee from each job classification from each shift may take vacation at the same time and no employee shall receive priority for more than two weeks' vacation per year.

**Section 15.7. Rank Seniority**

There shall be created and maintained a separate seniority list for each rank in the bargaining unit.

**ARTICLE 16 - LAYOFF**

**Section 16.1. Layoff**

In the event the Employer determines a layoff is necessary, employees shall be laid off within each particular job classification in the inverse order of their seniority unless compliance with state or federal law requires otherwise. The Employer agrees to inform the Labor Council in writing not less than thirty (30) days prior to such layoffs and to provide the Labor Council with the names of all employees to be laid off in such notice.

**Section 16.2. Layoff Order**

Probationary employees, temporary and part-time employees shall be laid off first, and then full-time employees shall be laid off in inverse order of their seniority. Individual



employees shall receive notice in writing of the layoff not less than thirty (30) days prior to the effective date of such layoff.

**Section 16.3. Bumping**

An officer laid off in one job classification may elect to bump an officer in another job classification of less seniority provided that he/she has previously held a job in that classification and is qualified to hold that position. The officer bumping another officer shall be paid at the pay level of his/her new classification after a period of ninety (90) days has elapsed. The Employer agrees to cooperate fully with the officer in securing a waiver of correctional officer training, if necessary.

**Section 16.4. Recall**

Employees shall be recalled from layoff within each particular job classification according to their seniority. No new employees at all shall be hired until all employees on layoff in that particular job classification desiring to return to work shall have been given the opportunity to return to work. Recall rights under this provision shall terminate twenty-four (24) months after layoff.

In the event of recall, eligible employees shall receive notice of recall either by actual notice or by certified mail, return receipt requested. It is the responsibility of all employees eligible for recall to notify the Sheriff of their current address. Upon receipt of the notice of recall, employees shall have three (3) working days to notify the Sheriff of their acceptance of the recall. The employee shall have ten (10) working days thereafter to report to duty. Failure to respond to a recall notice within three (3) working days upon receipt of the notice of recall, failure to accept a recall position, or failure to return to work within ten (10) working days after accepting a recall position shall result in the employee being removed from the recall list.

**ARTICLE 17 - HOLIDAYS**

**Section 17.1. Paid Holidays**

All employees shall be credited with all holiday time as of January 1, of each year but will earn holidays as they occur as follows:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving
Lincoln's Birthday	Day After Thanksgiving
Good Friday	1/2 Day Christmas Eve
Memorial Day	Christmas Day
Independence Day	1/2 Day New Year's Eve
Labor Day	

In the event that any employee who terminates employment for any reason, who has taken holiday time off not yet earned, shall have the time deducted from his final pay.

**Section 17.2. Working on Holidays**

(A) In addition to their base pay and day off for the holiday, employees scheduled to work on a holiday shall receive compensation for each hour worked, either in pay or compensatory time, (at the election of the employee made at the time the holiday is worked) as follows:

- (1) One (1) additional hour for each hour worked on Thanksgiving Day and Christmas Day;
- (2) One-half (1/2) additional hour for each hour worked on New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Christmas Eve and New Year's Eve;
- (3) No additional hours for the six (6) other holidays;
- (4) For purposes of determining the above extra holiday pay, the holiday shall be considered as falling on its calendar date.

(B) Employees shall be allowed to elect time off for six (6) holidays. Effective December 1, 2007, after electing time off for six holidays, employees shall be allowed to elect time off for the remaining holidays as long as the selection of the remaining holidays does not create overtime liability for the Employer. The Employer shall not cite overtime liability as the basis for denying the use of holiday time for the remaining holidays if shift coverage is reduced for reasons of long-term illness, injury or military leave.

(C) In lieu of the time off option set forth in paragraph (B) above, employees shall be allowed, at their option, to sell back unused holidays to a maximum of six (6) on November 15th of each year at their then straight time hourly rate of pay.

**Section 17.3. Qualifying Work**

In order to qualify for holiday pay, all employees shall work their last regularly scheduled work day before the holiday and their first regularly scheduled work day after the holiday unless the employee has been approved for authorized paid time off other than sick leave. In exceptional circumstances, the Sheriff may allow holiday pay when the employee is on authorized sick leave before or after a holiday.

**ARTICLE 18 - VACATIONS**

**Section 18.1. Vacation Leave**

All full-time employees shall earn vacation time. Employees on leave of absence or layoff shall not accrue vacation time. Eligible employees shall earn vacation time in working days in accordance with the following schedule:

<u>Years of Service</u>	<u>Earned Vacation Days</u>
After 1	10 days
After 5	15 days
After 10	18 days
After 15	20 days
After 16 and beyond	One additional day per year of service not to exceed twenty-five (25) per year

Vacation accrual shall change on the employee's anniversary date and be posted in accordance with current practice in the Sheriff's office but may not be carried over from year-to-year unless the Sheriff is unable to schedule the employee's vacation time off. Beginning December 1, 2005, employees will be allowed the option of either carrying over up to five (5) vacation days to be used within the first three (3) months of the subsequent year, or selling back a maximum of five (5) earned but unused vacation days at their current straight time rate of pay subject to the availability of funds. Employees hired after August 1<sup>st</sup> of any year may be allowed to carry over more than five (5) vacation days earned after their first year of employment to be used within the first three (3) months of the subsequent year.

**Section 18.2. Vacation Pay**

All vacation leave will be paid for at the regular hourly rate and on the basis of eight (8) hours per day.

**Section 18.3. Vacation Requests**

- (a) Except for an occasional day which is taken as vacation leave, all employees must submit, in writing, to the Sheriff, a schedule of desired vacation prior to February 1<sup>st</sup> of each year. Conflicts in scheduling will be resolved in favor of the most senior employee subject to the provisions of the Article on Seniority. At least one day's notice shall be given for a one day's leave. The Sheriff shall have the right to alter any schedule if he deems it to be for the best interest of the Department to do so in consideration of operating needs. No employee shall be entitled to priority in selecting his vacation for more than two (2) weeks in each calendar year but the Sheriff, or his designee, may approve additional consecutive vacation time.
- (b) The Sheriff shall post the approved vacation schedule prior to March 1st of each year.

## ARTICLE 19 - SICK LEAVE

### Section 19.1. Allowance

It is the policy of Coles County to provide protection for its full-time employees against loss of income because of illness. All eligible employees are encouraged to save as much sick leave as possible to meet serious illness situations. Sick leave is not intended for a one-day vacation nor to be used to extend vacation periods or holidays.

Any employee contracting or incurring any non-service connected sickness or disability, which renders such employee unable to perform the duties of his employment, shall receive sick leave with pay in accordance with this Agreement. Employees may also use sick leave to care for members of their immediate family. For the purpose of this Section, immediate family shall include the following persons: spouse, children (including step), spouse of employees' children, parents of employee (including parents of current spouse), brothers and sisters of employees or employee's spouse, grandparents of employee or employee's spouse and grandchildren of employee. Furthermore, in the event of the illness of a person with a close familial relationship with the employee, the Sheriff may, at his sole discretion, authorize the use of sick leave in accordance with the Section.

### Section 19.2. Accumulation

Sick leave will be granted at the rate of one (1) sick day per month of service. Sick leave may be accumulated and carried over from year to year up to two hundred and forty (240) days for IMRF purposes only. Upon reaching the two hundred and forty (240) day sick leave cap, the employee shall be allowed to continue to accrue sick leave to a maximum of twelve (12) days beyond the cap. When the twelve (12) day cap is reached, no further days shall accrue until the employee's utilization brings them below the additional twelve (12) day cap. A maximum of ninety (90) days may be used in one block by the employee for illness or disability. For any period exceeding ninety (90) days, the employee must obtain IMRF disability payments.

### Section 19.3. Procedures

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

Sick leave may be utilized by employees when they are sufficiently ill so that good judgment would determine it best not to report to work or in the event of injury not arising out of or in the course of their employment and for routine medical and dental appointments. Employees may request to utilize sick leave in no less than hourly increments for the purposes of scheduling medical and dental appointments at either the start or end of a shift. Requests shall not be unreasonably denied. All foreseeable leave for such purposes shall require a specific prior approval of the Sheriff; in the event of sick leave for any purpose, the Sheriff may require the certificate of a physician giving information as to the circumstances involved.

Employees who are unable to return to work upon expiration of sick leave benefits and all other authorized benefit time must request a leave of absence without pay. Non-paid sick leave shall not be greater than that available under the Family Medical Leave Act. Failure to apply for a leave of absence for extended illness upon expiration of all such benefits will result in automatic termination.

Any absence of three (3) working days or longer may require a physician's statement of release and verification substantiating that the employee may return to work. In addition, the

Sheriff may request a physician's statement of verification of absence of shorter periods of time in the case of illnesses of less than three (3) days when abuse of sick leave is reasonably suspected. The Sheriff may also require the employee to be examined by a physician of the Employer's choice and at the expense of the Employer.

Notice of an employee's desire to return to work after an extended illness must be given to the Sheriff no less than twenty-four (24) hours in advance.

The Sheriff or any authorized supervisor may direct an employee who appears ill to leave work to protect the health of other employees. Compliance with such an order shall be charged to sick leave or non-paid status if the officer has no sick leave remaining.

An employee shall be paid sick leave equivalent to the normally scheduled straight time day.

The Sheriff shall maintain a record of sick leave accrual, sick leave taken, and the balance of sick leave allowance available for the individual employees.

Employees who at the end of the month of the fiscal year (November 30<sup>th</sup>) have not used any sick leave during the preceding 12-month period of time shall be granted one (1) additional personal leave day which shall be subject to Article 20, Section 20.7 of this Agreement.

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

### **Section 20.1. Discretionary Leave**

- (a) The Sheriff may grant leaves of absence, without pay or salary, to employees under his supervision for job-related reasons (such as further training or study), which will enable employees to perform their usual and customary duties with greater efficiency and expertise, or for other valid reasons (such as prolonged illness of the employee, his spouse, or his child or children, or childbirth).
- (b) The Sheriff may assure an employee who is granted such leave, that the employee's position, or job, will be restored to him at the conclusion of such leave; provided, however, that the employee's employment by the County might, and could, be terminated if, during the period of such leave, the employee's position, or job, were to be eliminated by action of the County Board or the enactment or amendment of State or Federal legislation would result in the elimination of such position or job. In that event, any person hired to fill the employee's position, or to perform his usual and customary duties during the employee's leave will be discharged so as to permit such employee to resume employment.
- (c) An employee may be granted a leave of absence up to one (1) calendar year. The Sheriff shall have the discretion to review whether the leave should be continued after six (6) months. Such continuation shall not be unreasonably denied.
- (d) An employee on leave (other than a verifiable illness or for military active duty or military training), will not accrue any benefits whatsoever. If on a leave of absence because of a verifiable illness, substantiated by a medical report, or for military active duty or military training, seniority will continue to accrue.

**Section 20.2. Jury Duty**

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

**Section 20.3. Short-Term Military Leave**

The Employer will abide by state and federal law with regard to Military Leaves of Absence.

**Section 20.4. Maternity Leave**

A leave of absence shall be granted for maternity upon request. Such request must be presented in writing to the officer's immediate supervisor, setting forth a date each leave is to begin, as soon as that date can be determined by the officer and the officer's physician. Upon receiving the physician's report, the Department shall transfer the officer to a suitable position to eliminate possible injury to the fetus and officer. Return to work shall be as soon as reasonable after delivery, as permitted by a signed release by the officer's physician.

**Section 20.5. Injury Leave**

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

No officer will lose any benefits while injured on duty, and will continue to accumulate all benefits provided by this Agreement for a period up to one year only.

Officers on injury leave sustained in the course of employment may be required by the Department to return to light duty if able to perform the work as determined by a licensed physician selected by the employee and placed in an assignment at the discretion of the Department.

**Section 20.6. Prohibition Against Misuse of Leaves**

During any leaves granted pursuant to the terms of this Agreement, regardless of being with or without pay, an employee may not be gainfully employed or independently self-employed without prior approval by the Employer. Violation of the provisions contained within this Agreement shall subject the employee to immediate discharge and loss of all benefits and rights accrued pursuant to the terms of this Agreement.

**Section 20.7. Personal Leave**

Beginning December 1 of each fiscal year, each bargaining unit member shall receive three (3) personal leave days. An officer shall be required to request personal leave in advance of actually taking time off. Requests for personal leave shall not be unreasonably denied.

The Sheriff or his designee may waive this provision (overtime) in case of emergency circumstances. Personal leave may not be carried over from one fiscal year to the next.

**Section 20.8. Bereavement Leave**

Officers shall be granted a leave of absence with full pay and benefits in the event of the death of a member of their immediate family; such bereavement leave not to exceed a maximum

of three (3) consecutive work days. Furthermore, in the event of the death of a person who is not a member of an officer's immediate family, but who had a close familial relationship with the officer, the Sheriff may, at his sole discretion, authorize bereavement leave. For the purpose of this Section, immediate family shall include the following persons: spouse, children (including step), spouse of officer's children, parents of officer or spouse, brothers and sisters of officer or officer's spouse, grandparents of officer or officer's spouse, and grandchildren of officer.

### **Section 20.9. Family and Medical Leave**

In addition to the remaining provisions of this Agreement regarding paid and unpaid leave, the Employer 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 Employer 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:
    - (A) Hours Worked: The term "hours worked" shall include all hours worked for purposes of meeting the 1,250 hours threshold set forth in the FMLA;
    - (B) Family Member: The term "Parents" shall include mother, father, step-mother and step-father.
  - (2) Substitution: The election to substitute some or all of an employee's accrued paid sick leave for the unpaid leave provided in the FMLA shall be made by the Employer. An employee may choose to substitute any other form of accrued paid leave for such unpaid leave, regardless of the purpose for which such family and health leave is taken.
  - (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 taken in increments equal to an employee's normal work day. Family and medical leave taken for purposes of serious health conditions may be taken in blocks of time not less than one (1) hour.
  - (4) Spousal Family and Medical Leave: Where spouses both work for the Employer, each shall be entitled to a maximum of twelve weeks of family and medical leave during each twelve-month period, regardless of the purposes for which such leave is taken.

- (5) Determining Twelve-Month Period: For the purpose of determining the twelve-month 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 constitute a rolling twelve-month period.
- (6) Application of FMLA: In all other respects, the Employer shall comply with provisions of the Family and Medical Leave Act of 1993 and the amendments thereto, along with the regulations issued in conjunction with the FMLA.

## **ARTICLE 21 - HOURS OF WORK/OVERTIME**

### **Section 21.1. Regular Hours**

The regular hours of work each day shall be consecutive except that they may be interrupted by a meal period. Driving time home shall not be included in the regular hours of work.

### **Section 21.2. Work Period**

The normal regular work week shall consist of five (5) consecutive work days followed by two (2) consecutive days off. The days off 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.

### **Section 21.3. Work Day**

Eight (8) consecutive hours of work within a twenty-four (24) hour period constitutes the regular work day 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 work day shall commence at 12:00 midnight and end at 12:00 midnight.

### **Section 21.4. Work Schedule**

#### **21.4.1 Shifts and Days Off**

##### **(1) Assigned and Bid Shifts**

The shifts and assignments to which employees are assigned and may bid for in patrol and in corrections shall remain consistent with the current practice, i.e. the shifts to which employees may be assigned or bid shall be:

- (A) 8:00 a.m. to 4:00 p.m.
- (B) 4:00 p.m. to 12:00 a.m.
- (C) 12:00 a.m. to 8:00 a.m.
- (D) Floater (i.e. no set schedule, but 8 hour shifts)



- (E) Swing Shift (consists of 8:00 a.m. to 4 p.m. and 4 p.m. to 12:00 a.m. beginning the work week with 8:00 a.m. shifts with either Wednesday and Thursday, or Thursday and Friday as regularly scheduled days off)
- (F) K-9 Officer (10-hour shift or as otherwise mutually agreed between the Employer and the Union)

(2) Special Assignments

The special assignments in the Department shall be: Task Force; D.A.R.E. Officer; K-9 Officer, Information Technology and Detective.

- (A) The Employer reserves the right to assign employees to the Task Force, D.A.R.E. Officer, K-9 Officer, Information Technology and Detective. Volunteers who possess the qualifications to perform the associated duties will be considered.
- (B) If the Employer determines to no longer fill positions as identified in subparagraph (A) above, or allocates any duties of the positions as listed in subparagraph (A) to civilian personnel, existing bargaining unit personnel shall be reassigned and allocation of work to civilian personnel shall not cause a reduction in the work force.

(3) Determining Seniority

Lieutenants shall bid among themselves; Sergeants shall bid among themselves; patrol deputies among themselves; and corrections officers among themselves. Employees shall be permitted to bid their shifts and days off based on departmental seniority.

(4) Bidding Process

Bidding for shifts and days off shall be conducted in accordance with the following:

- (A) The shifts to be worked and the associated days off shall be posted not less than sixty (60) days prior to the effective shift change date.
- (B) Employees shall submit their written bids to the Sheriff's designee, identifying their choices in the order of their preference. The employees shall be notified within thirty (30) calendar days of the bidding which shifts and days off to which they will be assigned based on their submitted bids.
- (C) Employees are not eligible to bid until completion of their probationary period. The Sheriff, in his discretion, may assign

probationary employees to any shift and/or days off; provided, that such probationary assignments do not “bump” employees with seniority bid rights from the shift or days off to which they have been assigned as a result of their bid.

- (D) Shift bidding and new shift assignments will take place every four (4) months. Assignments bid shall be effective:
  - (i) January through April
  - (ii) May through August
  - (iii) September through December
- (E) To assign employees to assist in Investigations or with administrative duties. The Employer will first seek volunteers from among those employees with the skills and/or experience required for the temporary assignment. Volunteers who possess the qualifications to perform the associated duties will be considered.
- (F) In the event a resignation, retirement or discharge creates a vacancy on a shift, the Employer shall seek volunteers from among the qualified employees to fill the shift vacancy. Absent a volunteer, the Employer shall assign the least senior non-probationary employee to fill the shift vacancy until the occurrence of the next shift change.

21.4.2 Each section, Corrections, Patrol, and Detectives, shall be responsible for overtime in their respective section.

Certified law enforcement trained officers in corrections will be available to work overtime in patrol section on a voluntary basis if no one from patrol accepts the overtime.

Should a corrections officer be absent, a patrol section officer will be able to take the overtime on a voluntary basis after all corrections officers on the affected shift have refused the available overtime.

If no officer within the applicable section, on the affected shift, accepts the overtime, the least senior officer will be mandated to work. However, the least senior officer will not be mandated to work two (2) consecutive overtime openings. Should overtime still be available, the second junior officer will be mandated for the next overtime opening.

### **Section 21.5. Meal Period**

All patrol officers and the account clerk shall be granted a lunch period of sixty (60) minutes. Corrections officers shall be granted a lunch period of thirty (30) minutes during each shift. Whenever possible, the lunch period shall be scheduled near the middle of each shift. When the performance of bargaining unit work so requires, an employee shall first perform the

bargaining unit work and take his meal period later. Employees may be interrupted during their lunch hour to perform their duties and correctional officer employees shall eat their lunch at the work station.

All employees shall be entitled to a fifteen (15) minute break period in each half shift as their work schedule and job performance permit in accordance with present practice.

Employees who work only a four (4) hour "sign-up" period shall be entitled to a fifteen (15) minute break. Employees who work a four (4) hour "sign-up" period immediately prior to or following their normal work shift shall be entitled to an additional one-half (1/2) hour meal break, but no additional fifteen (15) minute breaks.

Employees who are working an on-site detail shall take their meal break at that site.

### **Section 21.6. Overtime**

All hours worked in excess of the regular work day or on days not regularly scheduled shall be compensated at one and one-half times the employee's straight time hourly rate of pay (overtime rate). Compensatory time may be paid in lieu of overtime payment if the employee, in his discretion, so elects at the time the overtime hours are worked. Compensatory time will be calculated at the same rate as overtime pay. The overtime rate shall be computed on the basis of completed fifteen (15) minute segments.

Compensatory time shall be granted at such times and in such time segments as the Sheriff's schedule allows, subject to operating needs. Permission to utilize compensatory time shall not be unreasonably denied by the supervisor if operational requirements will not be adversely affected.

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

### **Section 21.7. Call Back**

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

### **Section 21.8. Court Time**

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

### **Section 21.9. Compensatory Time**

Employees covered by this Agreement may accrue and carry over year-to-year a maximum of one hundred and twenty (120) hours of compensatory time. Excess compensatory time may be bought out each year between March 1<sup>st</sup> and March 31<sup>st</sup>, between July 1<sup>st</sup> and July 31<sup>st</sup> but must be bought out for the period of November 1<sup>st</sup> and November 30<sup>th</sup>, at the employee's then current rate of pay. For the months of March and July, employees are allowed to sell back up to a maximum of eighty (80) hours in March and eighty (80) hours in July. Employees must buy down to one-hundred and twenty (120) hours by December 1<sup>st</sup> of each year.

**Section 21.10. Equalized Overtime Distribution/Trip Assignment**

- (a) Each section: Corrections, Detectives, and Patrol shall be responsible for overtime in their respective section.
- (b) Should a vacancy occur within either section/unit for any reason, and the employer has determined not to fill the vacancy with a part-time/short-term employee, the overtime assignment shall be offered to the full-time employees on a seniority basis. The most senior employee shall have the first choice of acceptance or refusal of the overtime. That senior employee shall not have the right of acceptance or refusal again until all employees of less seniority have had the same opportunity of acceptance or refusal.
- (c) If all employees decline the overtime assignment and the employer has determined not to fill the vacancy with a part-time/short-term employee, the employer shall assign the overtime in inverse seniority. Employees eligible for the assigned overtime shall either be already working or an employee that is scheduled on the next upcoming shift. That employee shall not be assigned further overtime until all other eligible employees have been assigned overtime. Employees that are on vacation, personal leave, scheduled days off - including a scheduled day off for holiday time, or scheduled compensatory time shall not be assigned to work the overtime.
- (d) Should the vacancy occur within twenty-four (24) hours of the required overtime, and the employer has determined not to fill the vacancy with a part-time/short-term employee, the Employer reserves the right to assign the overtime to employees either already working and/or employees assigned on the next upcoming shift by inverse seniority.
- (e) In-State Trips. If the Employer has determined not to utilize a part-time/short-term employee, the in-state trip shall be assigned at the Employer's discretion based upon the gender of the inmate to employees either currently on shift or off duty. Off duty employees will be assigned based upon the gender of the inmate, on a rotational basis with the most senior employee having the first choice of acceptance or refusal of the trip. That senior employee shall not have the right of acceptance or refusal again until all employees of less seniority have had the same opportunity of acceptance or refusal. Where the assignment requires the use of two employees, the Employer shall make a reasonable effort to offer the assignment to one female and one male officer on the basis of seniority. The Employer may utilize either two female or two male employees when financial circumstances such as lodging are more practicable.
- (f) Out-of-State Trips. Trips shall be distributed as equally as possible. This section shall not preclude the Sheriff or Chief Deputy from making an out-of-state trip. The overtime assignment shall be offered to full-time correctional employees on a seniority basis based upon the gender of the inmate. The most senior employee shall have the first choice of acceptance or refusal of the out-of-state trip. That senior employee shall not have the right of acceptance or refusal again until all employees of less seniority have had the same opportunity of acceptance or refusal. If all bargaining unit members reject the out-of-state trip, the Employer reserves the right to assign the out-of-state trip on a rotational

basis in inverse seniority order based upon the gender of the inmate or may utilize part-time/short-term employees. In order to qualify as an out-of-state trip, the trip offered must be in duration of at least four (4) hours round trip. Trips across state line that are less than four (4) hours duration round trip shall not constitute an “out-of-state trip” for purpose of this section. Where the assignment requires the use of two employees, the Employer shall make a reasonable effort to offer the assignment to one female and one male officer on the basis of seniority. The Employer may utilize either two female or two male employees when financial circumstances such as lodging are more practicable.

- (g) In emergency situations, the closest person concept may be utilized regardless of scheduled time off.
- (h) In the event it becomes necessary for prisoner extradition to Coles County and the total cost of the travel for out-of-state trips is determined to be less expensive through the use of an independent contractor than using bargaining unit employees, then the Employer will have the option of using an independent contractor to perform the service.

**ARTICLE 22 - WORKING OUT OF CLASSIFICATION**

**Section 22.1. Wage Compensation**

Any line officer assigned to act up as a sergeant shall receive an additional fifty (\$.50) cents per hour from the time assigned until the line officer has acted in that capacity for five (5) consecutive work days. Thereafter, the line officer shall receive full sergeant pay in lieu of regular pay for the remainder of the assignment.

Any sergeant or above who is scheduled to work in a position or rank senior to that which he normally holds for a period of three (3) consecutive shift assignments, or longer, shall be paid at the rate for the senior position or rank while so acting.

**Section 22.2. Vacation Compensation**

When an officer is required to assume the duties and responsibilities of a rank higher than that which he normally holds for any accumulated total of at least six (6) months in any calendar year, he shall be paid the rate for the higher rank for his vacation period with any necessary adjustments to be made at the end of the calendar year.

**ARTICLE 23 - WAGES/COMPENSATION/ALLOWANCES**

**Section 23.1. Wage Schedule**

Employees first employed in the bargaining unit on or after December 1, 2016 shall be paid the starting salary as set forth below:

	<b><u>Patrol</u></b>	<b><u>Corrections</u></b>
December 1, 2016	\$40,806	\$36,353
December 1, 2017	\$42,030	\$37,444

December 1, 2018

\$43,291

\$38,567

Patrol and Corrections officers employed as of December 1, 2016 shall receive a 3% increase to their base salary, retroactive to December 1, 2016, in addition to an \$800 longevity payment on their anniversary date. Patrol and Corrections officers employed as of December 1, 2017 shall receive a 3% increase to their base salary in addition to an \$800 longevity payment on their anniversary date. Patrol and Corrections officers employed as of December 1, 2018 shall receive a 3.0% increase in addition to an \$800 longevity payment on their anniversary date.

### **Section 23.2. Clothing Allowance**

The Employer will provide employees in the bargaining unit with appropriate uniforms as set forth in Appendix D to this Agreement. (The Employer will add rubber overshoes to Appendix D for Patrol). Officers assigned to "plain-clothes" sections will receive six hundred dollars (\$600.00) annually for the purchase of proper attire, with a check to be issued in addition to their first paycheck on the first pay date in December of each year. New employees, if they choose, may have the Employer cover the initial cost of purchase for their side-arm and related accessories, nylon gear included at choice of the employee, and shall reimburse the Employer for the cost of same through uniform payroll deductions over the subsequent twelve (12) month period of employment with the Employer. Application of this provision to existing employees shall be subject to the availability funds for equipment. In the event that an employee terminates employment for any reason during the twelve (12) month reimbursement period and still owes the Employer for his or her side-arm and related accessories, he or she shall have the balance due deducted from his or her final pay and shall be responsible for paying any remaining balance post-employment.

Patrol Officers shall be provided with at least a 2A threat level vest. Replacement of vests shall occur as the condition of the vests require.

### **Section 23.3. Rank Pay**

Officers holding the rank of Sergeant or assigned to the Information Technology position shall receive rank pay of two thousand five hundred dollars (\$2,500) annually. Corrections Sergeants who are not PTI trained shall remain on Corrections base pay scale.

Officers holding the rank of Lieutenant shall receive a rank pay of three thousand four hundred dollars (\$3,400) annually.

### **Section 23.4. New Hires**

All employees who transfer from Corrections to Patrol will receive a one-time salary adjustment of three-thousand, five-hundred and seventy-five dollars (\$3,575).

In the event an employee is hired for a Patrol Deputy or Corrections Officer position and is properly certified and does not require additional mandatory training before becoming legally qualified to perform the duties of the position, the employee shall be paid the starting salary as set forth in Section 23.1 – Wage Schedule above, plus \$800 per year for each year of previous experience, not to exceed the current salary of a Coles County Sheriff's Department employee in the same classification with the same number of years' experience. Employees who qualify for this provision will still serve as a probationary employee and will have their seniority calculated pursuant to Article 15 - Seniority.

In the event an employee is hired for a Patrol or Corrections Officer position and is not properly certified and requires additional mandatory training at a cost to the Employer before becoming legally qualified to perform the duties of the position, the employee shall be paid according to Section 23.1 – Wage Schedule above and shall execute a work commitment agreement, as set forth in Appendices E-1 (Patrol) and E-2 (Corrections), wherein the employee will agree to reimburse the Employer for the cost of becoming certified, or a portion thereof depending upon the employee's length of service, should the employee fail to remain employed by the Employer for a period of twenty-four (24) months.

## **ARTICLE 24 - INSURANCE AND PENSION**

### **Section 24.1. Insurance**

The Employer shall maintain health and life insurance in full force and effect during the term of this contract. The Employer agrees to make a Five-Hundred and Forty-Five (\$545.00) Dollars per month contribution toward the single member or family (dependent) health and life insurance premium for those employees who elect Employer provided insurance. Employees who elect Employer provided insurance shall be responsible for paying the amount of the single or family (dependent) premium in excess of the Employer's contribution.

### **Section 24.2. Pensions**

The Employer shall continue to contribute on behalf of the employees to the Illinois Municipal Retirement Fund in the amount the Employer is required to contribute by State Statute.

### **Section 24.3. IMRF ERI Program**

In the event the Employer determines to implement the IMRF Early Retirement Incentive (ERI) program, the Employer agrees to reopen this Agreement for the limited purpose of negotiating the ERI program's inclusion into this Agreement.

### **Section 24.4. Post-Employment Health Benefit Savings Plan**

Subject to state and federal law and at no cost to the Employer, the Employer agrees to allow employees to defer compensation into a qualifying post-employment health benefit savings plan.

## **ARTICLE 25 - LABOR MANAGEMENT/SAFETY COMMITTEE**

### **Section 25.1. Labor Management Conferences**

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

- (a) Discussion of the implementation and general administration of this Agreement.

- (b) A sharing of general information of interest to the parties.
- (c) Notifying the Labor Council of changes in non-bargaining conditions of employment contemplated by the Employer which may affect employees.
- (d) Discussion of pending grievances on a non-binding basis to attempt to adjust such grievances and to discuss procedures for avoiding further grievances.
- (e) Items concerning safety issues.

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

To effectuate the purposes and intent of the parties, both parties agree to meet as necessary. The Employer will take all reasonable steps to protect the health and safety of its employees during the performance of their duties.

#### **Section 25.2. Integrity of Grievance Procedure**

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

#### **Section 25.3. Safety Issues**

Any report or recommendation which may be prepared by the Labor Council or the Employer as a direct result of a labor-management conference discussion will be in writing and copies shall be submitted to the Employer and the Labor Council.

#### **Section 25.4. Labor Council Rep Attendance**

When absence from work is required to attend labor-management conferences, employees shall, before leaving their work station, give reasonable notice to and receive approval from, their supervisor in order to remain in pay status. Supervisors shall approve the absence except in emergency situations. Employees not scheduled to work, but attending a labor-management conference, shall be without pay. Employees attending such conferences in pay status shall be limited to two (2).



## **ARTICLE 26 - GENERAL PROVISIONS**

### **Section 26.1. Use of Masculine Pronoun**

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

### **Section 26.2. Work Rules**

Work rules of the Coles County Sheriff that are not in conflict with this Agreement shall continue in full force and effect.

### **Section 26.3. F.O.P. Access to Work Site**

No more than two (2) authorized representatives of the National or State Labor Council shall be permitted to visit the Department during working hours to talk with officers of the local Labor Council and/or representatives of the Employer concerning matters covered by this Agreement.

### **Section 26.4. F.O.P. Access to Records**

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

### **Section 26.5. Property Replacement or Repair**

The Employer agrees to repair or replace as necessary an officer's eyeglasses, contact lenses, prescription sunglasses, dentures, uniforms and equipment incidental to the performance of his or her duties at the reasonable and customary cost of replacement, as outlined in the Department Standard Operating Procedure Manual, if such are damaged or broken during the course of the employee's duties. The incident shall be documented with one's immediate supervisor. The replacement of watches and other items of personal equipment shall be limited to seventy-five (\$75.00) dollars. Reimbursement for personal boots shall be limited to the cost of the Department issued boot. Reimbursement for accessories shall be limited to the actual cost of replacement for the item, but no greater than \$250.00.

### **Section 26.6. Required Inoculations**

The Employer agrees to pay all expenses for inoculation or immunization shots for the employee and for members of an employee's family when such becomes necessary as a result of said employee's exposure to contagious diseases where said officer has been exposed to said disease in the line of duty. The services of the County Health Department will be made available at no cost to any bargaining unit member.

### **Section 26.7. Bulletin Boards**

The Employer shall provide the Labor Council with designated space on available bulletin boards, or provide bulletin boards on a reasonable basis, where none are available for purposes of the Labor Council.

**Section 26.8. Residency**

All employees shall have the option of residing anywhere within Coles County or anywhere within any of the counties immediately adjoining Coles County without the Employer's authorization. If an employee residing outside of Coles County is entitled the use of a Department vehicle, then the use of the vehicle will be subject to Departmental rules and procedures.

**Section 26.9. Military Leave**

Subject to the Sheriff or his designee's approval, employees shall be permitted to "flex" their schedules when engaged in weekend military training. Such "flex" scheduling shall be limited to either accepting other known overtime assignments or trading regular shifts with other officers. It is the intent of the parties to follow applicable Federal and State laws concerning military leave.

**Section 26.10. Job Postings**

The Employer shall provide the Union written notice within twenty-one (21) calendar days of its intent to conduct transfer or promotional testing within the Department.

**ARTICLE 27 - EMPLOYEE TESTING**

**Section 27.1. Statement of Policy**

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

**Section 27.2. Prohibitions**

Employees covered by this Agreement shall be prohibited from:

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

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

Department, or to restrict the Employer's right to require prospective hires to submit to a drug screening procedure or psychological evaluation.

**Section 27.3. Drug and Alcohol Testing**

When the Employer has reasonable suspicion to believe that an employee is then under the influence of alcohol during the course of the work day or while on duty or on illegal drugs at any time, the Employer shall have the right to require the employee to submit to alcohol or drug testing as set-forth in this Agreement. The definitions of illegal drugs to be tested for are identified in 720 ILCS 550/3 and 570/100 et seq., including cannabis.

There shall also be unit-wide random drug testing conducted on a quarterly basis. The Sheriff and the FOP shall agree to a selection process whereby all bargaining unit members' names or social security numbers are eligible to be selected on a random basis each quarter. One bargaining unit member will be randomly selected and tested each quarter.

**Section 27.4. Order to Submit to Testing**

At the time an officer is ordered to submit to testing authorized by this Agreement, the Sheriff, or his designee, shall provide the officer 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 officer shall be permitted to consult with a representative of the FOP or a private attorney at the time the order is given. The officer will be directed at the beginning of his or her next scheduled work day after their name has been drawn to report to the proper place for testing to be conducted. No questioning of the officer shall be conducted without first affording the officer the right to FOP representation and/or legal counsel. Refusal to submit to such testing may subject the employee to discipline, but the employee taking the test shall not be construed as a waiver of any objection or rights that he may have.

**Section 27.5. Tests to be Conducted**

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

- (a) Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);
- (b) Insure that the laboratory or facility selected conforms to all NIDA standards;
- (c) Establish a chain of custody procedure for both sample collection and testing that will ensure the integrity of the identity of each sample and test result. No officer covered by this Agreement shall be permitted at any time to become a part of this chain of custody;
- (d) Require that with regard to alcohol testing, for the purpose of determining whether the officer is under the influence of alcohol, test results that show an alcohol concentration of .02 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive;

- (e) When the Employer reasonably believes that an employee is under the influence of alcohol, the Employer may use a properly certified breath testing device.
- (f) Collect a sufficient sample of the same bodily fluid or material from an officer to allow for initial screening, a confirmatory test; and a sufficient amount to be set aside reserved for later testing if requested by the officer;
- (g) Collect samples in such a manner as to ensure a high degree of security for the sample and its freedom from adulteration;
- (h) 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;
- (i) Provide the officer tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the officer's own choosing, at the officer's expense, provided the officer makes such demand of the Sheriff or his designee within seventy-two (72) hours of receiving the results of the test; and provided the clinical laboratory or hospital facility selected by the employee must satisfy the criteria set-forth in subsections (a) and (b) immediately above;
- (j) 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 Employer inconsistent with the understandings expressed herein (e.g. billings for testing that reveal the nature or number of tests administered), the Employer will not use such information in any manner or forum adverse to the officer's interests;
- (k) Consider test results along with all other relevant evidence on the issue of whether or not an officer was under the influence of alcohol;
- (l) Provide each employee tested with a copy of all information and reports received by the Employer in connection with the testing and the results at no cost to the employee;
- (m) Insure that no employee is the subject of any adverse employment action, except temporary reassignment or relief from duty with pay, during the pendency of any testing procedure. Any such temporary reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

**Section 27.6. Right to Contest**

The Union and/or employee with or without the Union, 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 of 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 any manner restricted, diminished or otherwise impaired any constitutional rights that officers 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 Union.

#### **Section 27.7. Voluntary Requests for Assistance**

Coles County/Coles County Sheriff 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 Coles County/Coles County Sheriff may require reassignment of the employee with pay if he is unfit for duty in his current assignment. If a position is unavailable, the employee may be suspended without pay until fit to return to work. Coles County/Coles County Sheriff 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 Coles County/Coles County Sheriff, through whatever means shall not be used in any manner adverse to the officer's interest, except reassignment as described above.

#### **Section 27.8. Discipline**

In the first instance that an officer tests positive on both the initial and the confirmatory test for an illegal drug, the employee shall be discharged. In the first instance that an officer tests positive or is found to be under the influence of alcohol, the employee, based on just cause, may be disciplined up to and including discharge. All employees prior to being ordered to submit to testing for alcohol or drugs 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 Coles County/Coles County Sheriff. 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 up to twelve (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 Coles County/Coles County Sheriff to retain an officer 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 option.

The foregoing shall not limit Coles County/Coles County Sheriff's right to discipline officers for misconduct.

**Section 27.9. Physical Testing**

- (a) Employees are subject to physical agility testing upon application for employment as prescribed by the Merit Commission or upon application or for transfer to patrol from corrections. The Employer may choose to use a doctor's physical examination to evaluate physical capabilities at the Employer's expense for promotion. The Employer shall pay for such physical examinations.
- (b) Upon application for employment or promotion, each employee shall also pass minimum standards for a two (2.0) mile walk or one (1.0) mile run in minimum times as follows, unless medically certified by such physician as not fit to perform:

<u>Age</u>	<u>20-29</u>	<u>30-39</u>	<u>40-49</u>	<u>50-59</u>	<u>60+</u>
1.0 Run	10:00	11:00	12:00	13:00	14:00
2.0 Walk	33:00	34:40	36:20	38:20	41:00

- (c) In addition to the 1.5 mile Run, employees must attain the advisory physical standards that have been set for sit-ups, bench press and sit & reach for transfer to patrol. Participation in the performance of the advisory physical standards is mandatory.
- (d) Employees who have successfully completed the state mandated physical fitness test (as described in sub-section (a) within the previous twelve (12) months), shall be exempt from the minimum standards test as described in sub-sections (b) and (c) above.
- (e) Employees eligible for promotion are subject to the physical testing described in sub-section (a) above. The results of such testing shall be considered among the factors for promotion.
- (f) Employees will be given the opportunity to take annually a voluntary physical agility test (as described in subsection b. Upon successful completion of the testing the employee shall receive one (1) additional Personal Leave day. However, the Employer agrees not to use failure to achieve the advisory standards for disciplinary purposes.

### **Section 27.10. Psychological Testing**

Psychological testing shall include but not be limited to any of the following: clinical assessment, stress evaluation, interview or counseling with a psychologist, psychiatrist, social worker or other mental health professional pursuant to the employer's order. Psychological testing shall not include polygraph testing.

Psychological testing of employees shall only be ordered by the employer where there is individualized, objective and articulable indicia constituting just cause to believe that such testing of the affected employee is necessary because the employee's mental status poses a significant present threat to his own health and safety, the safety of his coworkers, or the safety of the public.

Whenever an employee is under consideration for psychological testing, a full written explanation of all facts which are alleged to support the order to undergo testing, including the name(s) of all complainants and witnesses and copies of all reports, statements, and other items and/or documents in any way relating to the alleged basis of the testing shall be provided to the employee at least 72 hours in advance of the proposed testing.

After receiving the written explanation of the alleged basis of the testing, the affected employee shall have a reasonable opportunity to consult with counsel of his choosing, and to submit a statement and/or grievance opposing the alleged basis and/or the necessity of the testing, before any testing shall proceed.

Employees may be relieved of duty without loss of pay or benefits pending such testing or pending the receipt of the results, for just cause.

Test results, interview notes, reports, etc., shall be strictly confidential. The psychologist or other mental health professional shall not divulge the details or characteristics of the test results or the interview or assessment to the employer. The psychologist or other mental health professional shall be informed by the employer that an employee may be deemed unfit for duty only if the employee's mental status poses a significant and direct present threat to his own health and safety, the safety of his coworkers, or the safety of the public. The psychologist or other mental health professional shall notify the employer of his opinion as to the employee's ability to perform the essential functions of his/her job, only after having been advised in writing by the employer of those essential functions. All information, whether written or verbal, provided by the employer to the psychologist or other mental health professional shall also be simultaneously provided to the employee. The psychologist or other mental health professional shall not disclose any case history, interview responses, test results or diagnoses supporting his opinion concerning the employee's ability to perform the essential functions of his/her job without the express written consent of the employee.

Only licensed and certified mental health professionals trained and experienced in psychological test techniques and interpretation may conduct the testing.

Only objective psychological instruments validated and normed for law enforcement personnel in comparable departments may be administered. If an interview is utilized, it shall be pursuant to a standard interview format.

At no time may the mental health professional be advised by the employer of any disciplinary, personal or other information or allegations against the employee. The purpose of this provision is to ensure the objectivity of the evaluator.

Specific cut-off scores shall not constitute the basis for an opinion that the officer is unfit for duty unless there is clear evidence that such scores are generally valid for law enforcement

personnel in comparable departments and have been cross-validated in research studies in the agency which employs the affected employee.

No aspect of an employee's job status shall be modified as a result of psychological testing unless there is just cause for such modification. No employee shall be suspended, discharged or otherwise disciplined in any manner as a result of psychological testing unless there is just cause for such action. In any proceeding where the issue of just cause is raised, the employer shall have the burden of proving that the employee's mental status poses a significant and direct present threat to his own health and safety, the safety of his coworkers, or the safety of the public. Mental health professionals shall be prepared to establish that their procedures, conclusions, and recommendations, are appropriate, reliable and valid if a decision based, even in part, on their opinion or recommendation is challenged.

The rights and procedures set forth herein shall not replace or diminish the application of the provisions of 50 ILCS 725/1, Peace Officer's Bill of Rights or any other laws, which shall be available in all respects to the officers covered by this Agreement.

The employer shall make all reasonable accommodations including but not limited to the adjustment of work duties and work schedules before relieving any employee from his/her regular duties as a result of a psychological opinion. These efforts shall include, but not limited to, assignment of other duties that the employee is fit to perform. The purpose of this paragraph is to ensure that any employee with a temporary or permanent incapacity or disability will be allowed, without loss of pay or benefits to the employee, to perform any other suitable duties that he/she is capable of performing.

Any opinion that an employee is unfit for duty shall include a clear disclaimer stating that the opinion is only valid for a specified period of time.

The opinion of the examining mental health professional that an employee is not fit for duty may be rebutted by the opinion of a qualified mental health professional retained by the employee. Disputes concerning such opinions, as well as any other disputes concerning the meaning and application of this Article shall be resolved according to the Grievance procedure contained in this Agreement.

#### **ARTICLE 28 - SAVINGS CLAUSE**

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

#### **ARTICLE 29 - MAINTENANCE OF STANDARDS**

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

The assignment and utilization of Department vehicles is not subject to the provisions of this Article.



## **ARTICLE 30 - COMPLETE AGREEMENT**

The parties acknowledge that during the negotiations that preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

## **ARTICLE 31 - DURATION AND SIGNATURE**

### **Section 31.1. Term of Agreement**

This Agreement shall be effective from December 1, 2016, and shall remain in full force and effect until November 30, 2019. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party to the other not more than one-hundred and twenty (120) days nor less than ninety (90) days prior to expiration. The notice referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

### **Section 31.2. Continuing Effect**

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

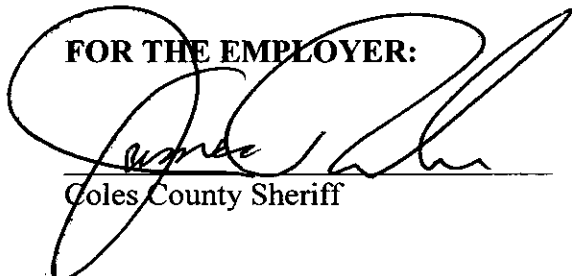
### **Section 31.3. Negotiation Procedures**

The parties agree that if either side decides to reopen negotiations making any changes in the Agreement, the other party may so notify the other at least ninety (90) days and no more than one hundred twenty (120) days prior to the expiration of this Agreement or the extension thereof. In the event such notice to negotiate is given, then the parties shall meet not later than fifteen (15) days after the date of receipt of such notice, or at such reasonable times as are agreeable to both parties for the purposes of negotiation. All notices provided for in this Agreement shall be served upon the other party by certified mail, return receipt requested.

**SIGNATURES**

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 3 day of April, 2017.

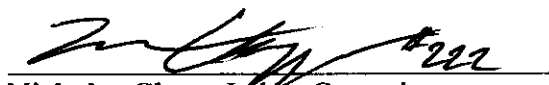
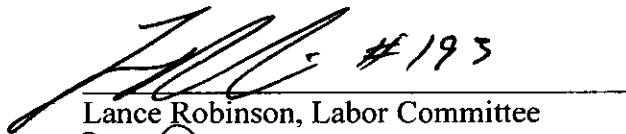
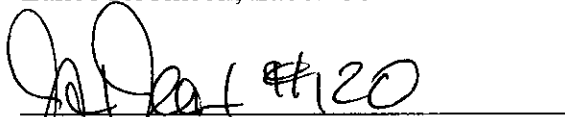

**FOR THE EMPLOYER:**



\_\_\_\_\_  
Coles County Sheriff

\_\_\_\_\_  
Coles County Board Chairman

**FOR THE LABOR COUNCIL:**

  
\_\_\_\_\_  
Kari Beadles, Labor Committee  
\_\_\_\_\_  
Nicholas Clapp, Labor Committee  
\_\_\_\_\_  
Marcie Minor, Labor Committee  
\_\_\_\_\_  
Lance Robinson, Labor Committee  
\_\_\_\_\_  
Jon Jean, Labor Committee  
\_\_\_\_\_  
William Jarvis, Field Representative  
Illinois F.O.P. Labor Council

**APPENDIX A - SENIORITY LIST**

<b>Title</b>	<b>Name</b>	<b>DOH</b>
Sgt Patrol	Williamson, Thomas	9/6/1995
Lt Detective	Stephen, Christina	2/1/1998
Deputy Patrol	Lane, Sean	6/21/1998
Deputy Patrol	Jean, Jon	7/29/1998
Lt Jail Adimistrtor	Tillis, Lisa	3/30/1999
Sgt Patrol	Beadles, Basil	4/1/1999
Deputy Patrol	Price, Joe	4/12/1999
Sgt Patrol	Spear, Steve	4/17/2000
Deputy IT Director	Harris, Mark	12/1/2000
Sgt Corrections	Beadles, Kari	7/1/2002
Sgt Detective	Pickering, David	5/15/2003
Sgt Corrections	Vaultonburg, John	5/1/2004
Sgt Patrol	Lewis, David	10/15/2004
Deputy Patrol	Cochennour, Chris	4/1/2006
Deputy Patrol	Duzan, Shane	4/16/2006
Deputy Patrol	Robinson, Lance	5/16/2006
Deputy Corrections	Kastl, Brett	6/1/2006
Lt Patrol	Heleine, Tyler	12/16/2006
Deputy Patrol	Spurgeon, Steve	7/1/2007
Deputy Corrections	Rennels, Blake	6/16/2008
Deputy Corrections	Day, Pamela	12/1/2008
Deputy Corrections	Miner, Marcie	7/16/2009
Detective	Clapp, Nicholas	8/1/2009
Sgt Corrections	Latch, Jacob	8/16/2011
Deputy Patrol	Reinhart, Marshall	9/1/2011
Deputy Corrections	Baxter, Kristina	10/1/2011
Deputy Patrol	Haughee, Eric	2/1/2013
Deputy Corrections	Baker, Aaron	1/1/2014
Sgt Corrections	Childress, Kyle	1/1/2014
Deputy Corrections	Hall, Michael	3/1/2015
Deputy Corrections	Bennett, Michael	3/16/2015
Deputy Corrections	Clark, Dylan	4/1/2015
Deputy Corrections	Wilson, Shelby	2/1/2016
Deputy Corrections	Lang, Sean	12/16/2016
Deputy Corrections	Rogowitz, Matthew	1/1/2017
	Plummer, Hayley	1/1/2017

**APPENDIX B - DUES AUTHORIZATION FORM**

**Illinois Fraternal Order of Police Labor Council  
974 Clock Tower Drive  
Springfield, Illinois 62704**

I, \_\_\_\_\_, hereby authorize my employer, \_\_\_\_\_, 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 named hereinabove 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.*



**APPENDIX C - GRIEVANCE FORM**

(use additional sheets where necessary)

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

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

**STEP ONE**

Date of Incident or Date Knew of Facts Giving Rise to Grievance: \_\_\_\_\_

Article(s) and Sections(s) of Contract violated: \_\_\_\_\_

Briefly state the facts: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_

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

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

\_\_\_\_\_  
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

Lodge No. / Year / Grievance No.

**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 - CLOTHING AND EQUIPMENT**

In the event problems develop in regard to uniform and equipment issue, the parties agree to meet and negotiate a list.

**APPENDIX E-1 - REIMBURSEMENT AGREEMENT (PATROL)**

**COUNTY OF COLES  
COLES COUNTY SHERIFF**

**AGREEMENT FOR REIMBURSEMENT**

THIS AGREEMENT is made between the County of Coles, Coles County Sheriff (hereinafter referred to as "Employer") and \_\_\_\_\_ (hereafter referred to as "Applicant").

**DECLARATIONS**

The above-named Applicant has applied to the Employer for a position as a Patrol Deputy and is in the final phases of the selection process; and

The Applicant understands that upon his or her being hired as a Patrol Deputy, the Employer will incur various expenses, including but not limited to costs of performing background investigations; costs of medical, psychiatric, drug screening and other employment-related examinations; costs of providing uniforms and equipment; costs for training sessions; and

The Applicant understands that the Employer desires and intends to hire only Patrol Deputies who will remain employed with the Employer for at least twenty-four (24) months; and

The Employer will pay the costs associated with the Applicant's mandatory law enforcement training, lodging and meals, (hereinafter "initial training costs"), while the Applicant is at the Police Training Institute receiving training, provided that the Employer receives a commitment from the Applicant that s/he will remain in the employ of the Employer as a Patrol Deputy for a minimum of twenty-four (24) months;

**TERMS**

In consideration of the covenants and agreements hereafter stated, the parties mutually agree as follows:

This AGREEMENT is entered into subject to compliance by the Applicant with all provisions of the Constitution and laws of the United States and the Constitution and laws of the State of Illinois.

Consideration supporting this Agreement shall be the mutual promises contained herein, and shall not include monetary payment except as may be specifically provided.

As a condition of initial employment and training as a Patrol Deputy, the Applicant agrees to remain in the employment of the Employer as a Patrol Deputy for at least twenty-four (24) months, unless Applicant's employment is terminated by mutual agreement of the parties.



If the Applicant resigns from his or her position as a Patrol Deputy with the Employer within twenty-four (24) months following initial employment and not by mutual agreement of the parties, the Applicant agrees to reimburse the Employer \$ \_\_\_\_\_, which represents the current initial training costs at the institute, as calculated below.

The amount to be paid back will be a fraction of the amount expended by the Employer for initial training costs at the institute as set forth above in Section 4. The numerator of the fraction to be repaid shall be the number of months, or any part thereof, of the initial twenty-four (24) months that the Applicant will not serve. The denominator shall be twenty-four (24). This fraction will then be multiplied against the cost expended by the Employer for the Applicant's initial training at the institute. The resulting product will be the amount of money the Applicant shall reimburse to the Employer.

In the event the Applicant dies or if due to a physical or mental condition beyond the Applicant's control the Applicant is unable to complete the twenty-four (24) month commitment, all costs under this Agreement shall be deemed satisfied and the Applicant or the Applicant's estate shall have no further obligation to reimburse the Employer the costs.

The Employer will not seek to recover any of the costs enumerated in Section 4 above should the Applicant be terminated or discharged from employment with the Employer.

The Applicant understands that all other terms and conditions of employment remain unchanged by this Agreement and this Agreement in no way guarantees a right to continued employment. All Employer rules, regulations, policies and procedures are in full effect during the Applicant's employment with the Employer. The Employer reserves the authority to invoke sanctions, disciplinary actions, or discharge the Applicant during the Applicant's employment with the Employer.

Failure to fulfill the provisions of this Agreement shall be considered a breach of contract.

Should it become necessary for the Employer to file a lawsuit to enforce this Agreement, the Applicant further agrees to pay all costs of the lawsuit, including reasonable attorney fees incurred by the Employer, as well as interest allowed at the legal rate on the amount owed by the Applicant. The Applicant specifically agrees and authorizes the Employer to withhold any and all funds due the Applicant (including lump-sum termination pay) toward any amount due the Employer under the provisions of this Agreement.

The full amount of any reimbursement owed by the Applicant to the Employer under the terms of this Agreement shall be paid to the Employer within 30 days of the resignation date.

By signing this Agreement, Applicant acknowledges that Applicant has had sufficient time to examine this Agreement, including an opportunity to consult with an attorney about the Agreement, and fully understands its contents.

No modification of this Agreement shall be binding unless evidenced in writing and signed by both parties.

The parties, by placing their signatures below, acknowledge and accept the provisions, obligations and validity of this Agreement.

\_\_\_\_\_  
Print/Type Name

\_\_\_\_\_  
Print/Type Name

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Coles County Sheriff

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX E-2 - REIMBURSEMENT AGREEMENT (CORRECTIONS)**

**COUNTY OF COLES  
COLES COUNTY SHERIFF**

**AGREEMENT FOR REIMBURSEMENT**

THIS AGREEMENT is made between the County of Coles, Coles County Sheriff (hereinafter referred to as "Employer") and \_\_\_\_\_ (hereafter referred to as "Applicant").

**DECLARATIONS**

- A. The above-named Applicant has applied to the Employer for a position as a Corrections Officer and is in the final phases of the selection process; and
- B. The Applicant understands that upon his or her being hired as a Corrections Officer, the Employer will incur various expenses, including but not limited to costs of performing background investigations; costs of medical, psychiatric, drug screening and other employment-related examinations; costs of providing uniforms and equipment; costs for training sessions; and
- C. The Applicant understands that the Employer desires and intends to hire only Corrections Officers who will remain employed with the Employer for at least twenty-four (24) months; and
- D. The Employer will pay the costs associated with the Applicant's mandatory corrections officer training, lodging and meals, (hereinafter "initial training costs"), while the Applicant is away from home receiving mandatory training, provided that the Employer receives a commitment from the Applicant that s/he will remain in the employ of the Employer as a Corrections Officer for a minimum of twenty-four (24) months;

**TERMS**

In consideration of the covenants and agreements hereafter stated, the parties mutually agree as follows:

This AGREEMENT is entered into subject to compliance by the Applicant with all provisions of the Constitution and laws of the United States and the Constitution and laws of the State of Illinois.

Consideration supporting this Agreement shall be the mutual promises contained herein, and shall not include monetary payment except as may be specifically provided.

As a condition of initial employment and training as a Corrections Officer, the Applicant agrees to remain in the employment of the Employer as a Corrections Officer for at least twenty-four (24) months, unless Applicant's employment is terminated by mutual agreement of the parties.

If the Applicant resigns from his or her position as a Corrections Officer with the Employer within twenty-four (24) months following initial employment and not by mutual agreement of the parties, the Applicant agrees to reimburse the Employer \$ \_\_\_\_\_, which represents the current initial training costs at the institute, as calculated below.

The amount to be paid back will be a fraction of the total amount expended by the Employer for initial training costs at the institute as set forth above in Section 4. The numerator of the fraction to be repaid shall be the number of months, or any part thereof, of the initial twenty-four (24) months that the Applicant will not serve. The denominator shall be twenty-four (24). This fraction will then be multiplied against the cost expended by the Employer for the Applicants initial training at the institute. The resulting product will be the amount of money the Applicant shall reimburse to the Employer.

In the event the Applicant dies or if due to a physical or mental condition beyond the Applicant's control the Applicant is unable to complete the twenty-four (24) month commitment, all costs under this Agreement shall be deemed satisfied and the Applicant or the Applicants estate shall have no further obligation to reimburse the Employer the costs.

The Employer will not seek to recover any of the costs enumerated in Section 4 above should the Applicant be terminated or discharged from employment with the Employer.

The Applicant understands that all other terms and conditions of employment remain unchanged by this Agreement and this Agreement in no way guarantees a right to continued employment. All Employer rules, regulations, policies and procedures are in full effect during the Applicant's employment with the Employer. The Employer reserves the authority to invoke sanctions, disciplinary actions, or discharge the Applicant during the Applicant's employment with the Employer.

Failure to fulfill the provisions of this Agreement shall be considered a breach of contract.

Should it become necessary for the Employer to file a lawsuit to enforce this Agreement, the Applicant further agrees to pay all costs of the lawsuit, including reasonable attorney fees incurred by the Employer, as well as interest allowed at the legal rate on the amount owed by the Applicant. The Applicant specifically agrees and authorizes the Employer to withhold any and all funds due the Applicant (including lump-sum termination pay) toward any amount due the Employer under the provisions of this Agreement.

The full amount of any reimbursement owed by the Applicant to the Employer under the terms of this Agreement shall be paid to the Employer within 30 days of the resignation date.

By signing this Agreement, Applicant acknowledges that Applicant has had sufficient time to examine this Agreement, including an opportunity to consult with an attorney about the Agreement, and fully understands its contents.

No modification of this Agreement shall be binding unless evidenced in writing and signed by both parties.

The parties, by placing their signatures below, acknowledge and accept the provisions, obligations and validity of this Agreement.

\_\_\_\_\_  
Print/Type Name

\_\_\_\_\_  
Print/Type Name

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Coles County Sheriff

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX F - REIMBURSEMENT AGREEMENT**

**COUNTY OF COLES**  
**COLES COUNTY SHERIFF**

**AGREEMENT FOR REIMBURSEMENT**

THIS AGREEMENT is made between the County of Coles, Coles County Sheriff (hereinafter referred to as the "Employer") and \_\_\_\_\_ (hereafter referred to as the "Employee").

**DECLARATIONS**

The above-named Employee has requested under Article 23, Section 23.2 – Clothing Allowance to have the Employer cover the cost of purchase for his or her side-arm and related accessories, nylon gear included, at the choice of the employee; and

Consideration supporting this Agreement shall be the mutual promises contained herein, and shall not include monetary payment except as may be specifically provided.

**TERMS**

In consideration of the covenants and agreements hereafter stated, the parties mutually agree as follows:

In exchange for the Employer's agreement to cover the cost of purchase of the Employee's side-arm and related accessories, nylon gear included at the choice of the employee, the Employee agrees to reimburse the Employer for the cost of same through uniform payroll deductions over the subsequent twelve (12) month period of employment with the Employer.

In the event that the Employee separates from employment, or is terminated from employment, for any reason during the twelve (12) month reimbursement period and still owes the Employer for his or her side-arm and related accessories, he or she shall have the balance due deducted from his or her final pay and shall be responsible for paying any remaining balance post-employment. The side-arm and related accessories shall remain the property of the Employer until the Employees reimburses the Employer in full for same.

The Employee understands that all other terms and conditions of employment remain unchanged by this Agreement and this Agreement in no way guarantees a right to continued employment. All Employer rules, regulations, policies and procedures are in full effect during the Employee's employment with the Employer.

Failure to fulfill the provisions of this Agreement shall be considered a breach of contract.

Should it become necessary for the Employer to file a lawsuit to enforce this Agreement, the Employee further agrees to pay all costs of the lawsuit, including reasonable attorney fees incurred by the Employer, as well as interest allowed at the legal rate on the amount owed by the Employee. The Employee specifically agrees and authorizes the Employer to withhold any and all funds due the Employee (including lump-sum termination pay) toward any amount due the Employer under the provisions of this Agreement.

The full amount of any reimbursement owed by the Employee to the Employer under the terms of this Agreement shall be paid to the Employer within 30 days of the resignation date.

By signing this Agreement, Employee acknowledges that the Employee has had sufficient time to examine this Agreement, including an opportunity to consult with an attorney about the Agreement, and fully understands its contents.

No modification of this Agreement shall be binding unless evidenced in writing and signed by both parties.

The parties, by placing their signatures below, acknowledge and accept the provisions, obligations and validity of this Agreement.

\_\_\_\_\_  
Print/Type Name

\_\_\_\_\_  
Print/Type Name

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Coles County Sheriff

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX G - SIDE LETTER CONCERNING RESOLUTION OF IMPASSE**

This side letter shall serve to confirm that the ILFOP Labor Council withdrew during mediation for a successor collective bargaining agreement its proposal concerning Article 11 - Resolution of Impasse in the collective bargaining agreement between the ILFOP Labor Council and Coles County/Coles County Sheriff's Department, and no longer asserted that this language constituted a waiver of the Union's right to submit all impasse issues - whether economic or non-economic to interest arbitration under Section 14 of the Illinois Public Labor Relations Act. 5 ILCS 315/14. It is agreed between both parties that prior to negotiations over a successor collective bargaining agreement, neither party considered such language to constitute a limitation of the union's right to submit economic and/or non-economic issues to impasse resolution. However, after the union having raised this issue without a satisfactory resolution, neither party is limiting itself with respect to any argument or position that it might take with respect to this language in the future. Should the parties ever have any dispute over the meaning of Article 11 - Resolution of Impasse at any time in the future, the parties agree to jointly submit to the Illinois Labor Relations Board via a request for a declaratory ruling the question of whether the language contained in Article 11 constitutes a waiver of the Union's right to submit non-economic issues to interest arbitration, and if it does, whether such a waiver is legally permissible.

FOR THE EMPLOYER,

  
Mr. Dennis L. Weedman, Attorney

FOR THE UNION

  
Becky S. Dragoo, Field Supervisor

Dated: September 15, 2010



**APPENDIX H - MOU CONCERNING TWELVE-HOUR WORK SCHEDULES**

**MEMORANDUM OF AGREEMENT CONCERNING EXPERIMENTAL TWELVE HOUR WORK SCHEDULE FOR CORRECTIONAL OFFICERS**

**MEMORANDUM OF AGREEMENT** entered on October 6, 2010 by the Coles County & Coles County Sheriff (“Employer”) and the Illinois Fraternal Order of Police Labor Council (“Union”) is as follows:

**WHEREAS**, the parties have concluded negotiations for a successor collective bargaining agreement; and

**WHEREAS**, the parties have agreed to establish a new work schedule during an experimental period for certain employees of the Corrections Division of the Sheriff’s Department, **excluding the Jail Administrator**; and

**WHEREAS**, the parties wish to commemorate certain understandings reached during collective bargaining regarding this experimental schedule without making extensive and permanent changes to the body of their collective bargaining agreement unless and until each is satisfied the experiment has been successful.

**THEREFORE**, the parties agree:

1) **Assigned and Bid Shifts**

Effective with the first regular schedule in **2011** (January) employees assigned to the Correctional Division shall work an experimental twelve (12) hour schedule which shall consist of seven (7) work days within a fourteen (14) calendar day period as follows:

<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>	<b>Sunday</b>
Work	Work	Off	Off	Work	Work	Work
Off	Off	Work	Work	Off	Off	Off

At the conclusion of a fourteen (14) calendar day period described above, the schedule shall be repeated. This pattern of work days and days off shall be in effect regardless of the day of the week the new twelve hour schedule is first implemented.

2) **Hours of Work**

Employees assigned to the twelve (12) hour schedule shall work eighty (80) hours within the fourteen (14) day period described above, with work days consisting of twelve (12) hours each scheduled work day except for one work day which shall be a “short” work day and consist of eight (8) hours. The selection of the eight (8) hour work day each fourteen (14) day period shall be made by the Employer. Employees may submit their preference in writing not less than

thirty (30) days in advance. Employees may be given their preference. Should an employee not state a preference, he or she may be assigned at the supervisor's discretion. The Employer has the option of requiring officers to utilize benefit time after eight (8) hour training sessions instead of returning to work.

3) Overtime Compensation

a) Overtime shall not be calculated on a forty (40) hour work week basis. All hours worked in excess of twelve hours in a work day (in excess of eight on the agreed "short" day) and in excess of eighty in a fourteen day period shall be compensated at one and one-half times the employee's straight time hourly rate of pay (overtime rate). Compensatory time may be paid in lieu of overtime payment if the employee, in his discretion, so elects at the time the overtime hours are worked. Compensatory time will be calculated at the same rate as overtime pay. The overtime rate shall be computed on the basis of completed fifteen (15) minute segments.

Compensatory time shall be granted at such times and in such time segments as the Sheriff's schedule allows, subject to operating needs. Permission to utilize compensatory time shall not be unreasonably denied by the supervisor if operational requirements will not be adversely affected. In the event an emergency is declared by the Employer, as many of the employees shall be continued on duty for such number of hours as may be necessary.

b) All other provisions regarding calculating, earning and the payment of overtime in the current collective bargaining agreement shall remain in effect and apply.

c) The hourly rate for purposes of calculating overtime shall remain as it is currently determined under the terms of the parties' collective bargaining agreement and shall not be determined by utilizing the twelve hour work schedule i.e. annual salary (includes base rate with longevity and any rank/and or specialty pay and any other compensation currently included in the current agreement,) divided by 2080 hours.

4) Work Shifts

Work shifts shall run from 6 a.m. to 6 p.m. and from 6 p.m. to 6 a.m. except on the agreed "short" day which shall commence four hours later or end four hours earlier.

(a) Each shift shall consist of two platoons of employees who shall work and be off on days opposite each other.

(b) On or before December 1st, **2010**, the Sheriff shall cause the shifts and platoon assignments, the days and hours to be worked and days off to be posted for bid, and all bargaining unit members who are to work the twelve hour schedule who have completed the probationary period shall be permitted to select their shifts, platoons, work day and day off rotation by seniority within their rank. The parties agree that **in the event all male Correctional Officers and/or all female Correctional Officers bid the same shift, the Sheriff may make reassignments among the least senior female and male officers to ensure that each shift has a minimum of one female and one male officer scheduled to work during each shift on each**

**work day** in the interests of operational and employee safety. Once bid, no rebidding shall occur absent mutual agreement of the Union and Sheriff.

(c) The Scheduling Committee shall continue to evaluate the need for a power shift during the experimental period.

(d) Pursuant to available manpower, the employee and Employer may mutually agree to allow flex time scheduling on the 6:00 p.m. to 6:00 a.m. shift to accommodate court appearances during the preceding or following day.

5) Holiday Pay

Employees who work on a holiday shall receive holiday compensation for **only the actual** hours worked on the holiday, using the methods of calculating holiday compensation set forth in the current agreement depending on the circumstances leading to so working and the hours worked.

6) Vacation, Sick, and Other Accrued Paid Leave

Paid leave shall continue to accrue at the same rate as is the current practice. Vacation, sick leave and other accrued paid leave shall be recorded in hours and used in the same manner. E.g. In order to take off a full twelve hour day, an employee may and will be required to use twelve hours of accrued vacation, some other accrued paid leave or a combination thereof.

7) Voluntary Overtime:

The parties' current practice of Corrections maintaining overtime in their Division shall continue.

8) Forced Overtime:

When an overtime vacancy cannot be filled on a voluntary basis, the following provisions shall apply:

- a) An officer working a short shift will be contacted first to work up to an additional four (4) hours;
- b) An officer **off** of the mirror platoon shall be contacted to fill any remaining overtime (up to twelve 12) hours if the officer working the short shift was unable to fill any of the overtime;
- c) The employer may seek volunteers from qualified patrol deputies to fill overtime vacancies. Interested patrol deputies shall submit their names to the Employer for purpose of placement on a voluntary list. Disputes as to whether a patrol deputy is qualified shall be addressed by the Scheduling Committee. The Employer agrees to take reasonable steps necessary to qualify interested individuals so long

as such qualification process does not create additional costs or create overtime vacancies in Patrol. The parties understand that filling of overtime under this provision is voluntary only and patrol deputies cannot be "forced" to work overtime.

- d) Part-time employees at the Employer's discretion pursuant to Article 1, Section 1.4 of the parties' collective bargaining agreement.
- e) The current practice of rotating employees to the bottom of the list upon working forced overtime shall continue.
- f) **The current practice of allowing the Jail Administrator to fill voluntary overtime assignments shall continue.**

**9) Experimental Nature of Schedule**

The parties agree that the 12 hour schedule is "experimental" in nature and shall continue for at least one year. Ninety days prior to the end of the first year of the experimental period, either party may notify the other in writing of its desire to terminate the experiment at the conclusion of the one year period, or the parties may agree to continue the experimental schedule for an additional year or years. If neither party notifies the other, the schedule shall automatically continue for one or more additional years, with each party retaining the right to notify the other in writing ninety days prior to the end of any subsequent year of its desire to terminate the experiment at the conclusion of the year. If either party so notifies the other, the experiment shall terminate and during the first full pay period after January 1<sup>st</sup> of the following year, the employees shall be returned to the work schedules currently set forth in the parties' contract and/or according to the current practice.

**10) On-going Cooperation and Review:**

Recognizing the experimental nature of the "twelve hour schedule," the parties agree to establish a Schedule Committee of representatives with equal representation of no more than six (6) individuals total that shall meet at least monthly or more frequently as the parties deem necessary for purposes of reviewing the progress of the experiment and making such agreed adjustments as may be necessary to promote the experiment's success. Any grievances raised by an employee or the Union first shall be presented to the Schedule Committee for resolution prior to initiating the steps of the grievance procedure in the parties' collective bargaining agreement.

FOR COLES COUNTY & COLES COUNTY SHERIFF

Michael Weaver  
Date: 11-1-10

Paul Dail  
Date: 11-1-10

John C. Bell  
Date: 11-1-10

Darrell Cox  
Date: 11-3-10

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

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

\_\_\_\_\_

FOR THE IL FOP LABOR COUNCIL

SLPHC SP #135  
Date: 10/27/10

W. D. P. #11  
Date: 10/26/10

John W. Clough #80  
Date: 10/26/10

BK - 202  
Date: 10/26/10

L. C. Hill 208  
Date: 10/27/10

Mark Runk  
Date: 11-3-10

OLFWILL  
12/17/10



**A RESOLUTION RELATING TO PARTICIPATION BY ELECTED OFFICIALS IN THE ILLINOIS MUNICIPAL RETIREMENT FUND**

IMRF Form 6.64 (Rev. 03/17) (Income tax information can be found on the reverse side of this resolution)

PLEASE ENTER Employer IMRF I.D. Number

**RESOLUTION**

Number \_\_\_\_\_

WHEREAS, the \_\_\_\_\_ County of Coles \_\_\_\_\_

EMPLOYER NAME

is a participant in the Illinois Municipal Retirement Fund; and

WHEREAS, elected officials may participate in the Illinois Municipal Retirement Fund if they are in positions

normally requiring performance of duty for 600 hours or more per year; and  
600 OR 1,000

~~WHEREAS, this governing body can determine what the normal annual hours requirements of its elected officials are and should make such determination for the guidance and direction of the Board of Trustees of the Illinois Municipal Retirement Fund\*~~

NOW THEREFORE BE IT RESOLVED that the \_\_\_\_\_ County Board \_\_\_\_\_

BOARD, COUNCIL, ETC.

finds the following elected positions qualify for membership in IMRF.

TITLE OF ELECTED POSITION	DATE POSITION BECAME QUALIFIED
County Clerk, Circuit Clerk, Coroner,	1972
Sheriff, Treasurer, State's Attorney	
_____	_____
_____	_____

**CERTIFICATION**

I, \_\_\_\_\_, the \_\_\_\_\_  
NAME CLERK OR SECRETARY OF THE BOARD

of the \_\_\_\_\_ of the County of \_\_\_\_\_,  
EMPLOYER NAME COUNTY

State of Illinois, do hereby certify that I am keeper of its books and records and that the foregoing is a true and correct

copy of a resolution duly adopted by its \_\_\_\_\_ at a meeting duly  
BOARD, COUNCIL, ETC.

convened and held on the \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_.  
DAY MONTH YEAR

\_\_\_\_\_  
SIGNATURE CLERK OR SECRETARY OF THE BOARD

\* Any person who knowingly makes any false statement or falsifies or permits to be falsified any record of the Illinois Municipal Retirement Fund in an attempt to defraud IMRF is guilty of a Class 3 felony (40 ILCS 5/1-135).

**IMRF**  
2211 York Road, Suite 500, Oak Brook, Illinois 60523-2337  
Employer Only Phone: 1-800-728-7971  
www.imrf.org

State of Illinois )  
 )  
County of Coles )

**RESOLUTION TO BORROW FUNDS**

**BE IT RESOLVED** by the County Board of Coles County, Illinois to authorize the County Treasurer to transfer funds from other County Funds to the County General Fund, as a loan, if necessary, until real estate taxes are distributed to the County General Fund; and

**BE IT FURTHER RESOLVED** by the County Board of Coles County, Illinois to authorize the County Treasurer to issue Anticipation Warrants in an amount necessary to meet the financial responsibilities of the County, if necessary, until real estate taxes are distributed to the County General Fund.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2017.

ATTEST:

\_\_\_\_\_ Clerk

**RESOLUTION**



WHEREAS, The County of Coles, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Coles, as Trustee for the Taxing Districts, has acquired an interest in the following described real estate:

**CHARLESTON TOWNSHIP**

**PERMANENT PARCEL NUMBER: 02-2-13591-000**

As described in certificates(s) : 201200133 sold October 2013

and it appearing to the Finance Committee that it would be to the best interest of the County to dispose of its interest in said property.

WHEREAS, City of Charleston, has bid \$639.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$133.98 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s), the Tax Revolving Account Fund shall receive \$116.02 to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$39.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$639.00.

THEREFORE, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF COLES COUNTY, ILLINOIS, that the Chairman of the Board of Coles County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$133.98 to be paid to the Treasurer of Coles County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
CLERK

\_\_\_\_\_  
COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

04-17-001



# RESOLUTION



WHEREAS, The County of Coles, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Coles, as Trustee for the Taxing Districts, has acquired an interest in the following described real estate:

**CHARLESTON TOWNSHIP**

**PERMANENT PARCEL NUMBER: 02-2-11497-000**

As described in certificates(s) : 201200113 sold October 2013

and it appearing to the Finance Committee that it would be to the best interest of the County to dispose of its interest in said property.

WHEREAS, City of Charleston, has bid \$639.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$127.24 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s), the Tax Revolving Account Fund shall receive \$122.76 to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$39.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$639.00.

THEREFORE, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF COLES COUNTY, ILLINOIS, that the Chairman of the Board of Coles County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$127.24 to be paid to the Treasurer of Coles County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
CLERK

\_\_\_\_\_  
COUNTY BOARD CHAIRMAN

SALE TO NEW OWNER

04-17-002

Agenda Item \_\_\_\_\_

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

Resolution No. \_\_\_\_\_

**COUNTY OF COLES**

**RESOLUTION OF INDEMNITY**

WHEREAS, the County of Coles, State of Illinois, is a county governed, organized, and operating under Chapter 55 of the Illinois Compiled Statutes ; and

WHEREAS, C. Steve Ferguson was the duly authorized and elected State's Attorney for Coles County, Illinois, from December 1, 1992, until November 30, 2012; and

WHEREAS, the County of Coles is obligated to indemnify C. Steve Ferguson for lawful acts undertaken during his tenure as Coles County State's Attorney.

NOW THEREFORE, BE IT RESOLVED by the County Board of the County of Coles and State of Illinois, that:

C. Steve Ferguson shall be indemnified for the lawful acts of the Coles County State's Attorney and his actions as State's Attorney including allegations set forth in *Celia Lea Sanders v. Coles County Illinois et al*, U.S. District Court 14-CV-2255; and *Melissa Nihiser v. Coles County Illinois et al*, U.S. District Court 15-CV-2102.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

AYES \_\_\_\_\_ NAYS \_\_\_\_\_ ABSENT \_\_\_\_\_ ABSTENTIONS \_\_\_\_\_

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
CHAIRMAN

ATTEST:

\_\_\_\_\_  
Secretary

Prepared by:  
BRIAN L. BOWER, State's Attorney, Coles County State's Attorney, Coles County Courthouse, 651 Jackson Ave., Room 330, Charleston, IL 61920, Telephone: (217) 348-0561, Facsimile: (217) 348-0576  
f/CountyBoard/Resolution/ResolutionofIndemnity/rjp3-7-17

# Ordinance

ORDINANCE NUMBER \_\_\_\_\_  
AN ORDINANCE TO PROVIDE FOR PUBLIC TRANSPORTATION  
IN COLES COUNTY, ILLINOIS

Whereby, public transportation is an essential public purpose for which public funds may be expended under Article 13, Section 7 of the Illinois Constitution; and

WHEREAS, Coles County wishes to provide public transportation for its citizens and become eligible for grants from the State of Illinois or any department or agency thereof, from any unit of local government, from the Federal government or any department or agency thereof; and

WHEREAS, Illinois Compiled Statutes 740/2-1 et seq. authorizes a county to provide for public transportation within the (county or counties) limits:

NOW, THEREFORE, BE IT ORDAINED by the President and the County Board of Coles County that:

Section 1. Coles County shall hereby provide public transportation within the (county or counties) limits.

Section 2. The County Clerk of the County of Coles shall file a certified copy of this Ordinance, within sixty days after passage of this ordinance.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval, as required by law.

Section 4. That the County Board Chair of the County of Coles is hereby authorized and directed to execute and file on behalf of the County of Coles a Grant Application to the Illinois Department of Transportation.

Section 5. That the County Board Chair of the County of Coles is hereby authorized and directed to execute and file on behalf of the County of Coles all required Grant Agreements with the Illinois Department of Transportation.

PASSED by the President and the Board of Coles County on the \_\_\_\_ day of \_\_\_\_\_, 2017, and deposited and filed in the office of the County Clerk of said County on that date.

Elected Board Members \_\_\_\_\_

PRESENT \_\_\_\_\_

AYE \_\_\_\_\_

NAY \_\_\_\_\_

\_\_\_\_\_

Clerk of Coles County, Illinois

APPROVED by the Chairman of the Coles County Board, this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_

Board Chair of Coles County, Illinois

**COLES COUNTY HIGHWAY DEPARTMENT**

Richard A. Johnson, P.E – County Engineer

651 Jackson Street, Room 16  
Charleston, IL 61920  
Telephone 217 348-0527

**COUNTY BRIDGE FUND PETITION**

**COLES COUNTY BOARD**

Petition from: Ashmore Road District Project No. 01-03.2017  
P.O. Box 335  
Ashmore, IL 61912 Structure No. N/A

Location: See Attached Map

Work to be performed: Remove existing crossroad culvert (tank car) and replace with a 60" diameter aluminized steel culvert, 40 feet long. Place riprap around inlet and outlet of new culvert and restore roadway.

Estimated Cost of Project: \$12,600.00

0.02% of Assessed Valuation of City or Township \$ 5,413.00

Whereas all requirements of Article 5-501, Chapter 121 of the Illinois Statutes have been satisfied concerning aid from the County Board, I hereby petition the Coles County Board to appropriate a sufficient sum to match a portion of the estimated cost of the proposed bridge/drainage project.

Signed: \_\_\_\_\_  
Highway Commissioner

Approved by the Coles County Board

this 11th day of April, 2017.

Amount Approved for Appropriation  
from the County Bridge Fund:

\_\_\_\_\_  
Board Chair

\$ 6,300.00

Attest: \_\_\_\_\_  
County Clerk

Project Completed \_\_\_\_\_, 20\_\_

Actual Amount Used \_\_\_\_\_