

# ILLINOIS FOP LABOR COUNCIL

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and

## COUNTY OF MACON / MACON COUNTY SHERIFF

Deputy Sheriffs

December 1, 2020 – November 30, 2023

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Western Springs - Phone: 708-784-1010 / Fax: 708-784-0058  
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## **ARTICLE 1 - AGREEMENT**

This Agreement is entered into by the Sheriff of Macon County, Illinois and the Macon County Board (hereinafter referred to as the "Employer"), and the Illinois Fraternal Order of Police Labor Council on behalf of and with the Bargaining Unit members of the Sheriff's Department (hereinafter referred to as the "Union").

## **ARTICLE 2 - RECOGNITION**

### **Section 2.1. Make-up of Bargaining unit**

The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages and salaries, hours, working conditions and other conditions of employment according to S-RC-97-18 for:

Included: All full-time Deputy Sheriffs employed by the County of Macon and Sheriff of Macon County.

Excluded: All sergeants, lieutenants and captains, Sheriff, all other positions employed by the County of Macon and Sheriff of Macon County as well as all supervisory, managerial, and confidential employees as defined by the Act.

### **Section 2.2. New Classifications**

The Employer agrees to negotiate with the Union concerning any newly created classifications which are includable in the bargaining unit.

### **Section 2.3. Supervisors Allowed to Perform Work**

Supervisors may continue to perform bargaining unit work which is incidental to their jobs. Supervisors may also perform bargaining unit work in emergency situations. Such work by supervisors shall not cause any layoffs or reduction of hours of bargaining unit employees.

## **ARTICLE 3 - WORK STOPPAGE PROHIBITED**

### **Section 3.1. Strike / Lockout Prohibited**

Neither the Union nor any of its officers or agents will instigate, promote, encourage, sponsor, engage in or condone any strike, slowdown, concerted work stoppage or any other intentional interruption of work during the term of this Agreement and until a successor Agreement is ratified by both parties. The Employer shall not lock out employees during the term of this Agreement. No member of the bargaining unit shall refuse to cross a picket line, by whomever established, in connection with the performance of his official duties.

### **Section 3.2. Union Action**

Upon notification by the Employer to the Union that certain of its members are engaged in a violation of this provision, the Union shall immediately order such members to return to work. In the event that a strike or other violation not authorized by the Union occurs, the Union agrees to take all reasonable, effective and affirmative action to secure the member's return to work as promptly as possible.

### **Section 3.3. Penalties**

Any or all of the employees who may have violated any of the provisions of this Section may be discharged or disciplined in accordance with applicable sections of this Agreement, by the Employer, including loss of compensation, vacation benefits and holiday pay. In any arbitration proceedings involving breach of this provision, the sole question for the Arbitrator to determine is whether the employee engaged in the prohibited activity.

## **ARTICLE 4 - MANAGEMENT RIGHTS**

The Employer possesses the sole right to operate the Department and all management rights reposed in it. Except as specifically amended, changed or modified by this Agreement, these rights include, but are not limited to, the following:

- A. To direct all operations of the Department;
- B. To establish reasonable work rules and schedules of work;
- C. To hire, promote, transfer, schedule and assign employees in positions and to create, combine, modify and eliminate positions within the Department;
- D. To suspend, demote, discharge and take other disciplinary action, for just cause, against employees;
- E. To lay off employees;
- F. To maintain efficiency of Departmental operations;
- G. To take whatever action is necessary to comply with State and Federal Law;
- H. To introduce new or improved methods or facilities;
- I. To change existing methods or facilities;
- J. To determine the kind and amount of services to be performed pertaining to Departmental operations, and the number and kind of classifications to perform such services;
- K. To contract for goods or services;

- L. To determine the methods, means and personnel by which Department Operations are to be conducted;
- M. To take whatever action is necessary to carry out the functions of the Department in situations of emergency.

## **ARTICLE 5 - UNION ACTIVITY**

### **Section 5.1. Bulletin Boards**

The Employer shall provide bulletin board space for the Union's use. The items posted shall not be political, partisan or defamatory in nature.

### **Section 5.2. Union Business**

Union business shall be transacted outside of the normal working hours except as provided by the grievance procedure. Permission must be received from the Sheriff before a Union representative may enter the Employer's premises to conduct union business.

### **Section 5.3. Union Officials**

The Union agrees to provide written notification to the Employer within ten (10) working days following election or selection of Union representatives, stewards, or other Union officials to enforce the contract.

### **Section 5.4. Leave Without Pay to Attend Union Meetings**

A maximum of two (2) employees may request a leave of absence of up to five (5) days without pay to attend Union sponsored meetings, workshops, State and/or National Conventions. The request must be submitted in writing at least ten (10) days prior to the requested leave of absence. Permission for such a leave shall not be unreasonably denied.

### **Section 5.5. Union Meeting Space**

The Employer shall provide space for regular FOP Union meetings. Employees shall be released, with pay, to attend such meetings if possible and if approved by the Sheriff or his designee. Such approval shall not be unreasonably denied.

### **Section 5.6. Negotiations**

A reasonable number of employees shall be released from work, with pay, in order to participate in collective bargaining sessions with the Employer.

## **ARTICLE 6 - UNION SECURITY**

### **Section 6.1. Dues Checkoff**

Upon receipt of an appropriate authorization form, signed by the employee, the Employer agrees to deduct Union dues from such employee's pay each payday. The

Union shall certify the current amount of Union deductions. A Union member desiring to revoke their Union Membership may do so by written notice to the Employer at any time during the term of this Agreement. Upon notification to the Employer of employee's resignation from the Union, Employer shall no longer collect Union dues from that employee.

The amount of the above employee deductions shall be remitted to the Illinois Fraternal Order of Police Labor Council, 947 Clock Tower Drive, Springfield, Illinois 62704, with a listing of the employee, and the individual employee deduction. All deductions will be forwarded to the FOP in a timely manner.

### **Section 6.2. Indemnification**

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

## **ARTICLE 7 - INDEMNIFICATION**

The Employer will provide any payment for legal counsel, should the Macon County State's Attorney's Office be unable to provide legal representation for the defense of any employee, against whom a civil and/or criminal complaint is filed, or grand jury proceedings are instituted, for actions against them arising out of the performance of their duties.

The Employer shall save harmless and indemnify any employee from financial loss arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act by such an employee, provided that the employee, at the time the damages were sustained, was acting in the discharge of his duties, either on or off duty, within the general scope of his/her employment, and that such damages did not result from the willful and wrongful acts for gross negligence of such employee(s), unless said acts were pursuant to a direct command by a supervisory officer. However, such employees must, within five (5) calendar days from the date he/she is served with any summons, process, notice, demand or pleading, deliver such documents, or certified copies thereof, to the State's Attorney and notify the Sheriff in a like manner. It is understood that, upon receipt of such documents by the Employer, all matters pertaining to the representation of such employee(s) shall be assumed by the Macon County State's Attorney and/or the insurance company that provides the Employer with coverage for such matters.

In any case, the Employer's requirement to indemnify under this Article shall comply with the Local Government Tort Immunity Act of Illinois, as amended from time to time.

## ARTICLE 8 - GRIEVANCE PROCEDURE

### Section 8.1. Definition of a Grievance

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

### Section 8.2. Representation

Grievances may be processed by the Union on behalf of an employee or on behalf of a group of employees.

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

Grievances may be filed on behalf of two (2) or more employees only if the same facts, issues and requested remedy apply to all employees in the group. All grievances shall set forth the particular Article and Section of this Agreement claimed to be violated.

### Section 8.3. 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 Three (3).

### Section 8.4. Steps in Procedure

- Step 1: The employee, alone or with one (1) Union representative, shall orally contact his/her immediate supervisor within ten (10) working days after he/she knew or should have known of the cause of such grievance. In the event of a grievance, the employee shall perform his assigned work task and grieve his complaint later, unless the employee reasonably believes that the assignment endangers his safety. The employee's immediate supervisor shall, within ten (10) working days, orally inform the employee of his decision. The "work day" shall be defined as any day on which the Employer's administrative offices are open and conducting business.
- Step 2: If the grievance is not settled at the First Step, the Union shall prepare a written grievance and present it to the Sheriff no later than ten (10) working days after the grievance is presented at Step 2, the Sheriff shall discuss the grievance with the Union and the grievant. The Sheriff shall respond in writing within ten (10) working days following the meeting.

Step 3: If the matter is not adjusted in Step 2, or no answer is given within the time specified, the Union, by written notice to the Employer within ten (10) working days after the Step 3 answer, or after such answer was due, as the case may be, may appeal the grievance(s) to arbitration. If the grievance is not appealed to the Federal Mediation and Conciliation Service within seventy-five (75) days after the grievance was initiated at Step 1, then the grievance is deemed waived.

If in accordance with the above procedure, the grievance(s) is appealed to arbitration, representatives of the Employer and the Union 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 Federal Mediation and Conciliation Service to submit a list of seven (7) Arbitrators. The parties shall alternatively strike the names of three (3) Arbitrators, taking turns as to the first strike. The person whose name remains shall be the Arbitrator, provided that either party, before striking any names, shall have the right to select one (1) panel or Arbitrator.

The Arbitrator shall be notified of his selection by a joint letter from the Employer and the Union requesting that he set a time and place for the hearing, subject to the availability of the Employer and Union representatives and shall be notified of the issue where mutually agreed by the parties. All hearings shall be held in the City of Decatur, Illinois, unless mutually agreed to otherwise.

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the Arbitrator. The Employer or Union shall have the right to request the Arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses.

Questions of arbitrability shall be decided by the Arbitrator. The Arbitrator shall make a preliminary determination of the question of arbitrability. 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 the Arbitrator and the cost of the hearing room shall be shared equally by the parties. Nothing in this Article shall preclude the parties from agreeing to use the expedited arbitration procedures.

The decision and award of the Arbitrator shall be final and binding on the Employer, the Union and the employee or employees involved. The Arbitrator shall have no power to amend, modify, nullify, ignore, add or subtract from the provisions of this Agreement.

## **ARTICLE 9 - HOURS OF WORK**

### **Section 9.1. Workday**

The regular scheduled workday shall consist of not more than ten (10) consecutive hours of work within a twenty-four (24) hour period; however a new schedule will be implemented on a one year basis subject to a Memorandum of Understanding.

### **Section 9.2. Work Week**

The work week shall begin at 11:00 p.m. on Saturday and shall end at 10:59 p.m. on the following Saturday.

### **Section 9.3. Overtime Compensation**

Any employee required and authorized to work in excess of eight (8) hours per day or over forty (40) hours per week will be paid one and one-half (1½) times the employee's regular rate of pay for all hours worked over eight (8) hours per day or over forty (40) hours per week; with the exception that employees who work six days in a row as a result of the regular "6 and 2" work schedule shall not be paid overtime for the sixth day in that circumstance. In lieu of overtime compensation, at the discretion of the employee, the employee can earn compensatory time off at the rate of one and one-half (1½) hours for each hour worked for which overtime would otherwise be paid. Compensatory time off may be accrued up to a maximum of ninety-six (96) hours. Employee who has accrued ninety-six (96) hours of compensatory time off shall, for additional overtime hours of work, be paid overtime compensation. This ninety-six (96) hours of compensatory time shall be a "rolling" ninety-six (96) hours (i.e., an employee has 96 hours, uses 8 hours, can now accrue another 8 hours). Overtime to be paid in cash shall be paid in the payroll period it is earned, if possible, or in the next payroll period at the latest. The Canine Officer will receive eight (8) hours of compensatory time per month at the straight time rate of pay for the care and handling of the Canine. Annually, officers shall have the option to sell back any accrued compensatory time, so long as the County is given notification by November 1<sup>st</sup> of that year. The County shall provide the officer a separate check not later than the following December 1<sup>st</sup>. Once the officer provides the County with notification of intent to sell-back accrued compensatory time, said time shall be deemed unavailable for use by the officer.

### **Section 9.4. Meal and Rest Periods**

Employees shall be granted a meal/rest period during each work shift. The meal/rest period shall be scheduled at, or as close as possible to, the middle of the shift.

Meal/rest period scheduling shall be at the direction of the shift supervisor and will be a minimum of thirty (30) minutes in length.

Meal periods may be interrupted. The supervisor shall reschedule the interrupted meal period in order to allow the employee to complete the meal. However, if the supervisor is unable to reschedule said meal period within one (1) hour of interruption, the employee shall receive one (1) hour of compensatory time.

### **Section 9.5. Call-Back and Standby/On-Call Status (Including Detectives)**

1. Employees who are called back in order to work outside their normal work schedule shall be credited within a minimum of two (2) hours worked. Said credited hours shall be compensated as cash or compensatory time at the employee's choice.
2. Should an employee(s) be placed on restricted Standby or Emergency On-Call status, by the Sheriff or his authorized agent, thereby meaning that all the employee(s) must report for duty within a minimum amount of time, any or all employee(s) placed on such on-call status shall receive overtime pay, cash or compensatory time at the employee(s) choice, for all time while on-call.

### **Section 9.6. Off-Duty Court Appearances**

Employees covered by this Agreement, and who are required to attend court outside their regularly scheduled work hours, shall be compensated at the overtime rate for all hours, with a minimum of two (2) hours being compensated. Notice shall be given as soon as possible when appearance has been cancelled. If notification is given less than one (1) hour, then one (1) hour compensatory time paid.

### **Section 9.7. Canine Feeding and Maintenance**

Employees assigned as K-9 officers shall be allowed to utilize the last one-half (1/2) hour of each duty shift for the feeding and maintenance of their assigned dog.

## **ARTICLE 10 - SENIORITY / LAYOFF / RECALL**

### **Section 10.1. Probation**

All employees shall serve a probationary period of twelve (12) consecutive months of on the job training from date of hire. At any time during the probationary period, the employee shall be subject to dismissal for any reason without recourse to the grievance procedure. Upon completion of the twelve (12) consecutive months of on the job training probationary period, the employee shall be granted seniority rights from the employee's most recent date of hire.

### **Section 10.2. Definition of Seniority**

Seniority is defined as the employee's length of continuous months of full-time service with the County or Sheriff's Department since the employee's last date of hire, except for vacation preference, shift preference, layoff recall, transfers, promotions, or job assignments, seniority shall be defined as the length of continuous months of full-time service in the bargaining unit.

### **Section 10.3. Loss of Seniority**

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

1. Quits;

2. Is discharged for just cause;
3. Is laid off for more than two (2) years or for an equal amount of time as their accrued seniority at the time of layoff, whichever is greater;
4. Fails to report for work at the expiration date of a leave of absence;
5. If an employee on a leave of absence for personal or health reasons accepts other employment without permission; or,
6. If he/she is retired.

#### **Section 10.4. Seniority List**

The Employer shall post and supply to the Union an updated seniority list for bargaining unit employees at least twice each year.

#### **Section 10.5. Layoffs**

When the Employer determines that layoffs are necessary, it shall also determine the number of employees to be laid off and shall make notification to the Union of the number of employees that will be subject to layoff. Employees shall be laid off by seniority, with the least senior employee being laid off first.

#### **Section 10.6. Recalls**

Employees shall retain recall rights for two (2) years or an equal amount of time to their accrued seniority at the time of layoff, whichever is greater. If the Employer authorizes that a vacancy be filled, employees on layoff with recall rights shall be recalled based on their seniority but must be qualified to perform the job duties and be recertified by the State Training Board.

Employees eligible for recall should be given three (3) calendar days' notice of recall by registered or certified letter sent to the employee's last known address. It is the responsibility of an employee on layoff to provide the Sheriff with his latest mailing address. The employee must notify the Sheriff, within three (3) days after receipt of the notice, if he/she will accept the recall and must be able to report to work within fourteen (14) calendar days from the date of notification of acceptance of the recall. If an employee is unable to report for work within the required time period due to illness, injury or other documented medical reason, then the next senior employee(s) shall be recalled until such time as the first employee receives a medical doctor's clearance to return to work as a Deputy Sheriff.

#### **Section 10.7. Application of Seniority**

1. It is recognized that seniority shall be a factor for two (2) or more employees seeking a vacation period at the same time, for transfers and/or work assignments not covered by the Merit Commission Rules. Upon written request to the Sheriff, an employee may request explanation of work assignment.

The Employer shall post all job assignments, defined as assignments to uniformed, staff or any ancillary position, i.e. school assignments on the Union bulletin board for a period of at least five (5) days, and employees shall have the right to bid on the posted jobs and have their bids considered in accordance with the requirements of this Article.

2. As of an agreed date and on contract anniversary dates thereafter, shift assignments in the Patrol Division and in Contractual Service shall be posted for bid by seniority.
  - a. The shift bidding process shall not apply to the Investigations or Administrative Services divisions.
  - b. No additional premium compensation liability shall result from or be claimed as a result of this shift bidding process.
  - c. The foregoing shall apply only to non-probationary employees in the Patrol Division and Contractual Service. The Sheriff shall retain the right to assign any probationary employee to whatever shift he determines at his discretion, also for any non-probationary employee who fails to file a timely bid.
  - d. If, as a result of the above process, the Sheriff determines a shift or shifts lack(s) sufficient experienced personnel, he may reassign the employee(s) lowest in seniority from another shift to achieve the desired balance of experienced personnel.
  - e. For shift bidding purposes, probationary employees will be treated as "extras" and will not be assigned to fill positions otherwise subject to shift bidding.
  - f. If an employee in the Patrol Division retires, quits, dies, or transfers out of Patrol Division, etc., the vacated position shall be treated as a vacancy open to filling by the normal bidding process.
  - g. If an employee transfers into Patrol Division during the year, he shall be required to wait until the annual shift bidding date to exercise his seniority for such purpose.
  - h. An employee who is assigned to Contractual Service pursuant to this process is subject to immediate replacement in such assignment by the Sheriff upon his receipt of notice from a contractor that an individual so assigned is no longer acceptable to the contractor in such assignment.

- I. Shift Bidding shall occur twice a year in January implemented in February and July implemented in August.
3. In the event a bargaining unit member is to be assigned to the position of Courtroom Security, the position shall be posted for bid. The position shall be awarded based on seniority upon acceptance of the Courtroom Security Committee. The foregoing shall not apply to temporary assignments to Court Security, such as for the duration of a high-profile trial.

In the event of a holiday which the employee does not choose to utilize, that employee shall work in the Sheriff's Department, and his/her hours shall be his/her regular hours in which he/she performs as Courtroom Security.

In the event no one bids on the position, the Sheriff shall have the right to assign an employee.

## **ARTICLE 11 - DISCIPLINE / DISCHARGE**

### **Section 11.1. Peace Officers Bill of Rights**

The Employer shall comply with the provisions of the Illinois Uniform Peace Officers' Disciplinary Act in conducting any formal investigation as defined in the Act.

### **Section 11.2. Discipline**

An employee may be disciplined or discharged by the Employer for just cause. The Employer recognizes the principles and tenets of progressive and corrective discipline.

Discipline shall be limited to:

1. Oral reprimand;
2. Written reprimand;
3. Suspension without pay (Notice in writing);
4. Discharge (Notice in writing).

Discipline shall be imposed in a manner which does not embarrass the employee in front of other employees or the public.

### **Section 11.3. Limitation**

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

#### **Section 11.4. 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 Union Representative 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 contractual rights to Union representation and shall be entitled to such, if so requested by the employee, and the employee and Union representative shall be given the opportunity to rebut or clarify the reasons for such discipline and further provided that a Union representative shall be available within twenty-four (24) hours of notification. If the employee does not request Union representation, a Union representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings.

#### **Section 11.5. Time Limitation**

The Employer shall take a reasonable amount of time to investigate the matter, but in no event shall discipline be imposed longer than forty-five (45) days following the pre-disciplinary meeting.

#### **Section 11.6. Investigatory Interviews**

Where the Employer desires to conduct an investigatory interview of an employee where the results of the interview might result in discipline, the Employer agrees to first inform the employee that the employee has a right to Union representation at such interview. If the employee desires such representation, no interview shall take place without the presence of a Union representative. The role of the Union representative is limited to assisting the employee, clarifying the facts, and suggesting other employees who may have knowledge of the facts.

#### **Section 11.7. Discipline Consideration**

Misconduct which has been the subject of discipline under this Article shall not be considered or used in imposing discipline for subsequent offenses where there has been a twenty-four (24) month period of no discipline being imposed on the employee.

#### **Section 11.8. Citizen Complaints**

Prior to any investigation regarding officer misconduct, the Employer will require that the citizen complaint be put in writing by the complainant on the form used by the Department. Any discipline will be done in a timely, progressive manner, accompanied by counseling. The Deputy will be notified of the citizen's complaint as soon as possible, unless the complaint is criminal in nature.

#### **Section 11.9. Employee Choice**

The parties recognize that the Macon County Merit Commission has certain statutory authority over employees covered by the Agreement pursuant to the Sheriff's Merit Commission Act, as amended, and County resolutions adopting that statutory system. Nothing in this Agreement is intended in any way to change the statutory

authority and jurisdiction of the Merit Commission. The parties agree that the below provisions concerning the right to process grievances concern only disciplinary matters and are intended to create an alternative procedure which may be elected for resolving disciplinary matters which would otherwise fall under Merit Commission Jurisdiction, on the condition that the discipline involves a suspension of five days or more without pay and/or termination. If the discipline does not involve five days or more without pay and/or termination, then the Merit Commission shall have the full authority and jurisdiction to the disciplinary matter.

The Sheriff must initiate disciplinary action pursuant to Merit Commission statutes, rules and regulations, and the Sheriff shall bear the burden of proof in all discipline cases. All disciplines may be grieved. Grievances involving discipline or discharge shall be initiated at Step 2 of the grievance procedure, within ten (10) business days of the employee's or Union's knowledge of the disciplinary action. In the case of disciplinary action, the employee shall make an election between continuing through the grievance procedure or continuing under the Merit Commission rules and regulations. The election of forum must be made in writing not later than the final date for referring any such grievance to binding arbitration. The election is irrevocable. The right to have a hearing before the Merit Commission and the right to pursue disputes regarding disciplinary actions under the grievance procedure are mutually exclusive, and under no circumstances shall an employee or the Union have the right to a hearing in both forums. It is agreed that only the Union, and not the individual employee, shall have the right to refer such grievances to arbitration; however, this shall not limit the right of the individual employee to pursue the matter before the Merit Commission without Union approval.

If the employee fails to make their election of forum the matter cannot be further pursued through the grievance procedure.

In instances where the Sheriff has filed a complaint with the Merit Commission seeking to discharge the employee, the employee shall remain in full pay status for a period of thirty (30) days after the filing of the complaint, unless such employee has been charged by indictment or complaint to have violated any provision of the Illinois Criminal Code or any statute of the United States or of any of the states, in which case the employee shall not remain in paid status upon filing of the complaint with the Merit Commission. After that thirty-day period, the employee shall be placed in no pay status pending a final award or decision in the disciplinary procedure elected. The parties recognize that it may not be possible to have the matter heard and decided within that thirty-day period due to matters beyond their control, but the parties agree not to act in a dilatory manner or engage in conduct that unreasonably delays the hearing and ruling within that thirty-day (30) period. The Merit Commission or the arbitrator shall make its/his decision or award as expeditiously as possible, granting such relief or remedy as may be appropriate.

#### **ARTICLE 12 - HOLIDAY / SHIFT COMPENSATION**

In consideration of holidays, shift assignments, and the demands of scheduling personnel on the basis of twenty-four (24) hours a day, seven (7) days a week, employees

within the bargaining unit shall receive an annual sum equal to six percent (6%) of their annual salary rate, as of the thirtieth (30<sup>th</sup>) day of November, during each year of the term of this Agreement. This sum shall be paid in four (4) equal installments, in separate checks, issued on March 1, June 1, September 1 and December 1.

The six percent (6%) sum shall be accrued annually on the basis of five-tenths of a percent (0.5%) for each full month of employment, following the first (1<sup>st</sup>) day of December, through the thirtieth (30<sup>th</sup>) day of November, during each calendar year of the term of this Agreement. An employee who resigns or retires will receive a pro-rated payment based on his/her full months of employment following the first (1<sup>st</sup>) of December.

### **ARTICLE 13 - REIMBURSABLE ABSENCE (PAID TIME OFF)**

Regular full-time employees are eligible for Paid Time Off hours (PTO) for the following reasons and in accordance with the following conditions and procedures:

#### **Section 13.1. Sick Leave**

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

Sick leave may be carried over from year to year and may be accumulated up to two hundred forty (240) days. Unused sick leave upon retirement shall be utilized according to Illinois Municipal Retirement Fund Regulations to extend retirement benefits. When an employee dies or retires (either normal or disability), the employee, or the employee's beneficiary in case of death, may elect to receive a sick leave buy-out payment at the rate of fifty percent (50%) of the employee's accumulated sick leave up to a maximum of one hundred twenty (120) accumulated sick leave days. (i.e. the maximum sick leave buy-out shall be sixty (60) days at the prevailing rate of pay at death or retirement). Employees hired after August 1, 2015 may use unused sick days according to Illinois Municipal Retirement Fund Regulations to extend retirement benefits. However, employees hired after August 1, 2015 will not be paid any sick leave buy-out of employee's accumulated sick leave upon retirement or death.

Eligible sick day buyout is set forth in the above paragraph. Employees that are entitled to be paid for sick leave buy-out at time of death or retirement shall be paid pursuant to one of the two following options:

1. If this option is selected, the employee will receive a bonus in addition to the sick leave buy-out and the accrued vacation buy-out set forth below. There is no sick day buy-out for employees hired after August 1, 2015.

Vacation Pay and Sick Time Buy-out Chart to be paid forty (40) days after retirement or death

0-5 Days	\$200.00
6-10 Days	\$400.00
10-25 Days	\$500.00
26-50 Days	\$1,000.00
51 or more Days	\$2,000.00

2. As an alternative to being paid sick days forty (40) days following retirement or death, employees may, at any time during their employment, after 15 years of employment or twelve (12) years and age forty-five (45), whichever comes first, and at least four (4) years prior to retirement, cash in their buy-out sick leave up to the limit they may receive. There is no sick time buy-out for employees hired after August 1, 2015. The cashed in sick days will be invested into the county 457 Investment Plan as directed by the employee. An employee electing this option will also be paid their accrued vacation days and remaining buy-out sick days, if any, that have not been bought out, pursuant to the above buy-out chart. Alternatively, the employee may elect to receive directly in a separate check instead of investing in the 457. One of these options may be elected on the conditions it does not trigger an Early Payment Obligation with IMRF.
3. This section is to eliminate the Employers IMRF Early Payment Obligations. The parties agree that if an employee has ten (10) days of sick leave that have not been cashed out they may be compensated for up to ten (10) days of sick time at the time of retirement. If this triggers an Early Payment Obligation Employer will satisfy this obligation without a set-off from employee.

### **Section 13.2. Personal Leave**

On each anniversary date of employment, an employee shall be credited with twenty-four (24) hours of personal business leave. The employee is eligible to utilize such leave for personal needs including, but not limited to, personal business matters, attendance at weddings, and similar affairs, all subject to approval by the employee's immediate supervisor. Personal leave shall be used in not less than four (4) hour increments. The employee must submit a written request to the supervisor at least twenty-four (24) hours prior to the request to leave except in cases of emergency. Personal leave shall not be used to extend sick leave but may be allowed to be used in conjunction with vacation as long as it is approved by a supervisor.

Employees shall be permitted to carry-over eight (8) hours of personal leave from year to year.

### **Section 13.3. Funeral Leave**

Upon request, all employees shall be granted three (3) days paid leave upon the death of the employee's spouse, or the employee's spouse's father, mother, children, step-children, brother, sister, grandparents and grandchildren for the purpose of attending

their funeral. Requests for additional bereavement time in the form of paid leave (with the exception of sick leave) shall not be unreasonably denied but will be judged on the circumstances presented to the Sheriff at the time of the request.

#### **Section 13.4. Jury Duty or Subpoena**

Employee called for jury duty shall have leave, with pay, to perform that duty. Also, if an employee receives service of a subpoena, he/she shall have leave with pay. Any pay received for jury or witness service shall be turned over to the Macon County Treasurer, except that the employee may also keep any pay for service performed on a regularly scheduled day off or while on vacation. Employees shall return to work if the jury is dismissed and one (1) hour or more remains in the workday.

#### **Section 13.5. Service Connected Injury**

If an employee is injured in the line of duty, Illinois Compiled Statutes, Chapter 5, Section 345/1 shall control.

#### **Section 13.6. Exhaustion of Paid Time Off**

In those cases where all other available leave has been exhausted, the Sheriff may consider applications for extended leave without pay, where the employee has at least one (1) full year of continuous service and there is substantial evidence that the employee will be able to return to work. Such extended leave without pay shall be granted under restrictions and/or conditions, as the Sheriff deems appropriate.

#### **Section 13.7. Illness or Injury Leave**

Employees who have utilized all of their accumulated PTO and the leave time allowed under the Family Medical Leave Act and are unable to report back to work because of the start of or continuance of their sickness or injury, including pregnancy-related disability, shall receive a disability leave. During said leave, the disabled employee shall provide written verification by a person licensed under the Illinois Medical Practice Act or under similar laws of Illinois. Such verification shall show the diagnosis, prognosis and expected duration of the disability; such verification shall be made no less often than every thirty (30) days during the period of disability, unless the nature of the illness precludes the need for such frequency. Prior to requesting said leave, the employee shall inform the Employer, in writing, of the disability and approximate length of time needed for leave. The written statement shall be provided by the attending physician. If the Employer has reason to believe the employee is able or unable to report back to work, the Employer may rely upon the decision of an impartial physician as to the employee's ability to return to work. Such examination shall be paid for by the Employer.

#### **Section 13.8. Employee Rights after Leave**

When an employee returns from any leave of absence permitted by this Agreement, the Employer shall return the employee to the same position in which the employee was incumbent prior to the commencement of such leave.

**Section 13.9. Failure to Return from Leave**

Failure to return from a leave of absence after the expiration date shall be considered prima facie evidence that the employee has resigned, unless it is impossible for the employee to so return and evidence of such impossibility is presented to the Employer within forty-eight (48) hours after the expiration of the leave of absence.

**Section 13.10. Family Leave**

The Employer agrees to comply with all Federal and State laws regarding family leave.

**Section 13.11. Military Leave**

The Employer shall comply with all State and Federal laws and regulations as may be amended from time to time.

**ARTICLE 14 - ON-CALL STATUS**

Each week, a Detective shall be assigned the on-call status. The on-call status shall begin 8:00 a.m. each Monday and shall continue until 8:00 a.m. the following Monday. During the on-call status, the Detective shall adhere to the following rules:

- (a) The Detective shall consume no alcohol during the timeframe that the Detective is assigned to on-call status.
- (b) The Detective must at all times be within fifty (50) miles of the boundaries of Macon County, Illinois.
- (c) The Detective must be personally present to serve any on-call needs within one (1) hour of receiving a page.
- (d) The Detective on-call shall receive eight (8) hours of additional compensation for each on-call week.
- (e) All Detectives will maintain a working cellular telephone while assigned to investigations for the purpose of being recalled for duty.

**ARTICLE 15 - VACATIONS**

**Section 15.1. Vacation Periods**

All employees covered by this Agreement shall be entitled to the following vacation periods for each year of the Agreement, computed from their anniversary dates of employment (effective upon ratification of the Agreement by both parties):

YEARS OF SERVICE COMPLETED	DAYS VACATION
----------------------------	---------------

Starting year through

completion of seventh year	Fourteen (14) days
Start of eighth year through completion of sixteenth year	Twenty-one (21) days
Start of seventeenth and above	Twenty-eight (28) days

Vacations that are not taken within the 12-month period immediately following the period in which they accrue shall be considered waived. If vacation is requested but denied or cancelled within the one (1) year period, or if the Sheriff gives approval in writing, unused vacation shall be paid out at the employee's regular rate of pay in effect at the time the vacation was accrued. Said vacation pay will be paid to the employee within thirty (30) days of the employee's anniversary date. Eight (8) hours of vacation pay shall be paid to the employee for each unused vacation day accrued.

**Section 15.2. Vacation Pay at Separation of Service**

If an employee dies, is laid off, resigns or is terminated, and has completed twelve (12) months of continuous service, the employee (or beneficiary in case of death) shall receive, on a pro-rata basis, any unused vacation pay.

Eight (8) hours of vacation pay shall be paid to the employee for each unused vacation day accrued.

**Section 15.3. Rate of Vacation pay**

The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the pay day immediately preceding the employee's vacation period.

**Section 15.4. Selection of Vacation Preference**

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

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

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

**Section 15.5. Required Notice for Single Day Vacation Requests**

Employees may take any of their vacation each year on the basis of one day at a time, provided such single day vacations are requested by the employee and approved by the Employer at least seven (7) days in advance of the requested vacation day. Approval of these single day vacation requests shall not be unreasonably withheld.

**ARTICLE 16 - INSURANCE**

**Section 16.1. Insurance Cost Sharing**

The Employer shall provide a plan for major health, accident, medical, hospitalization and life insurance coverage and agrees to pay seventy-five percent (75%) of the premium per month for a family plan coverage and seventy-five percent (75%) of the premium per month for single plan coverage for employees. The remaining cost of the coverage shall be deducted from the employee's salary. The Employer may, from time to time, change the insurance carrier or self-fund its insurance program if it elects to do so. If both spouses work for the Employer, only one family insurance plan will be provided.

**Section 16.2. Cap on Insurance Premium Increases**

Employees will pay twenty-five percent (25%) of the premium per month for the plan selected by the employee, provided the year-to-year increase in employee premium contribution dollar costs does not exceed an annual increase limit of fifteen percent (15%) over the previous year's contribution costs. In the event the health insurance premium costs increase exceeds the fifteen percent (15%) annual limit, or if the Employer desires to make a change in the benefits, co-pays, deductibles, and/or coverage in the county-wide insurance program applicable to all other County employees and officials and desires those same changes to be applicable to the bargaining employees covered by this Agreement, the following shall apply:

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

- (b) Dispute Resolution: Absent an agreement, the parties shall present the bargaining impasse to binding arbitration to the neutral selected. The scheduling and conduct of the hearing shall be informal and expedited, and no post-hearing briefs shall be submitted. The arbitrator shall render his/her decision in summary fashion within fourteen (14) calendar days of the close of hearing.
- (c) Arbitrator's Authority: If an arbitration is required, the arbitrator shall have the authority to: (i) issue an award adopting or rejecting any or all of the changes sought by the Employer; (ii) issue an award providing for changes in benefit levels and/or coverage retroactively effective to a date not earlier than the date such changes were made applicable to all other county employees and officials; and (iii) such other remedies and award as the arbitrator deems appropriate.

### **Section 16.3. Term Life Insurance**

The Employer shall provide, at its own expense, a full Fifty Thousand Dollars (\$50,000.00) of accidental death life insurance for each employee covered by this Agreement, for and during the term hereof. Each employee shall have the authority to designate the beneficiary of said life insurance. The Employer will furnish each new employee with beneficiary forms for this and any other State or Federal life insurance provided by Illinois or Federal law and keep copies of beneficiaries assigned by each employee to be reviewed by the employee upon request.

### **Section 16.4. Insurance Continuation for Layoff or Retirement**

The Employer provided hospitalization insurance program, provided for employees covered by this Agreement, shall continue in full force and effect for a period of three (3) months, at Employer's expense, if any such employee is subject to a layoff or officially retires, as referred to in Article X of this Agreement.

### **Section 16.5. Impact of Dropping Employer Insurance**

If an employee drops the Employer's insurance during the term of this Agreement, the amount of insurance adjustment added to the employee's base salary will not be deducted from their salary for the remainder of the Agreement, unless the employee added dependents prior to the signing of this Agreement solely for the purpose of increasing their base rate of pay.

### **Section 16.6. Cost to Employees for Insurance When on Medical Disability**

When an employee is on medical disability leave and has been an employee of Macon County for fifteen (15) years or more, the employee shall be allowed to remain on the County Health Insurance Plan at the employee's share (which is currently 25% of the total premium) until such time as the employee is able to obtain other insurance such as Medicaid/Medicare, etc.

## **ARTICLE 17 - UNIFORMS AND EQUIPMENT**

### **Section 17.1. Uniform Provided**

The Employer shall provide unit employees with all required uniforms, badges and equipment.

### **Section 17.2. Plain Clothes Allowance**

Those employees that are the rank of investigator or are assigned to positions requiring "plain" or "civilian" style clothing, shall receive a "plain clothing allowance" of One Hundred Twenty-Five Dollars (\$125.00) for each full month of service in said positions, beginning with the first (1<sup>st</sup>) day of December following the effective date of this Agreement through the last day of November following the expiration date of this Agreement.

The Employer shall provide a choice to pay each affected employee said allowance, on an annual basis, in one (1) total payment, not to exceed the sum of One Thousand Five Hundred Dollars (\$1,500.00) per employee or the sum of nine hundred (\$900.00) dollars when the Employer provides a cellphone. The Employer shall remit said annual payment to the affected employee(s) by the fifteenth (15<sup>th</sup>) day of January, following each and every annual anniversary date of this Agreement.

### **Section 17.3. Repair Replace Damaged Items**

Any watch, denture, eyeglasses, contact lens, cell phone, etc., damaged, lost or destroyed in the performance of police duty will be repaired or replaced by the Employer, provided there was no contributory negligence on the part of the employee, with a limit per article per occurrence of \$100.00.

### **Section 17.4. Ballistic Vest Provided**

The Employer agrees to furnish each sworn officer with an approved vest and shall replace it in accordance with manufacturer recommendation.

## **ARTICLE 18 - NON-DISCRIMINATION**

### **Section 18.1. Discrimination Prohibited**

Neither the Employer nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws. Complaints alleging discrimination may be filed with the appropriate State or Federal agencies and are not grievable.

### **Section 18.2. Union Membership or Activity**

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

### **Section 18.3. Gender**

Whenever reference to the male gender is used in this Agreement, it shall be construed to include both male and female.

## **ARTICLE 19 - PERSONNEL FILES**

### **Section 19.1. Personnel Files Inspection**

Upon written request by an employee, the Employer shall permit the employee to inspect his personnel file at least twice per calendar year. Such inspection shall occur within seven (7) days following receipt of the employee's written request. The employee shall not be permitted to remove any part of the personnel file from the premises but may contain a copy of any information contained in the file upon payment of a fee for the cost of copying.

### **Section 19.2. Union Representative Access to Personnel File**

An employee who is involved in a current grievance against the Employer may designate in writing that a Union representative may inspect his personnel file subject to the procedures contained in Section 19.1 above.

### **Section 19.3. Right of Rebuttal**

If an employee disagrees with any information contained in the personnel file, the employee may submit a written statement which will be included in the file.

### **Section 19.4. Notification of Adverse Material Going in File**

The employee shall be notified in writing prior to any disciplinary action being recorded in the personnel file. Citizen or resident complaints shall not be placed in the personnel file unless disciplinary action is taken.

## **ARTICLE 20 - LABOR / MANAGEMENT / SAFETY COMMITTEE**

### **Section 20.1. Labor / Management Conferences**

The Union and the Employer mutually agree that in the interest of the efficient management and harmonious employee relations, it is desirable that meetings be held between Union representatives and responsible administrative representative 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:

1. Discussion of the implementation and general administration of this Agreement.
2. A sharing of general information of interest of the parties.
3. Notifying the Union of changes in non-bargaining conditions of employment contemplated by the Employer which may affect employees.

4. Discussion of pending grievances on a non-binding basis to discuss procedures for avoiding further grievances.
5. Items concerning safety issues.

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

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

#### **Section 20.2. Integrity of Grievance Procedure**

It is expressly understood and agreed that such meeting 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 Union, nor shall negotiations for the purpose of altering any or all terms of this Agreement be carried on at such meetings.

#### **Section 20.3. Safety Issues**

Any report or recommendation which may be prepared by the Union 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 Union.

#### **Section 20.4. Union Representative 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 attending such conferences shall be limited to two (2) said employees to be selected by the Union.

### **ARTICLE 21 - SUBSTANCE ABUSE**

#### **Section 21.1. Drug Testing of Employees**

There shall be no across-the-board or random drug testing of employees. Where there is a reasonable cause to suspect that an employee has an illegal drug or alcohol in his/her system, the employee may be required to submit to a drug test. When a supervisor suspects that an employee has used alcohol or an illegal drug or may be under the influence to the point of impairment, the supervisor will attempt to find a representative of the Union along with another supervisor to confirm the suspicion.

### **Section 21.2. Testing Procedures**

If alcohol is suspected as being in the employee's system, a chemical test may be ordered by the supervisor by use of an INTOXIMETER or similar breath-testing instrument certified by the State of Illinois Health Department. A certified operator will administer the test to the employee. The employee will be able to consult with a Union representative prior to taking the test. Results of the test will be given to the employee and the Union at the time of the test.

Any alcohol in the employee's system may be reason to discipline the employee. Employees are not allowed to report for duty with the odor of any alcoholic beverage on the employee's breath or person.

Employees suspected of having taken an illegal drug or any controlled substance not prescribed by a licensed physician will be required to take a blood and/or urine test. This test may be conducted at St. Mary's Hospital, Decatur Memorial Hospital, or any lab approved by both Management and the Union.

Licensed medical professional will conduct the test.

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

### **Section 21.3. Results**

If the chemical analysis of the employee's blood established that an illegal substance is present, then disciplinary action may be taken.

### **Section 21.4. Retesting**

A second sample may be taken at the request of the employee. This sample may be tested at a separate lab at the cost of the employee. The second test must be administered at a licensed lab approved by both the employee and the Employer.

### **Section 21.5. Assistance Request**

An employee may not attempt to avoid discharge or disciplinary action by requesting assistance through an employee Assistance Program (EAP) after the violation. However, an employee requesting assistance through the EAP prior to violations will be honored, as available in the County's EAP. A violation shall be deemed to have occurred when an employee tests positive for alcohol in violation of this Article. There is a zero tolerance for the use of illegal drugs or the abuse of prescription or over-the-counter medication. Therefore, violations shall be deemed to have occurred when employees

test positive for the use of illegal drugs or the abuse of prescription or over-the-counter medication. An employee that is suspected of using illegal drugs, or abusing prescription or over-the-counter medication, may not avoid a violation of this policy by requesting assistance through an EAP after the employee has been ordered to undergo a drug test.

#### **Section 21.6. The Employee Assistance Program (EAP)**

Voluntary participation in the EAP allows employees to get the medical help that they need by participating in a rehabilitation program and, at the same time, be given an opportunity to retain employment at their salary level while in the program. EAP participants with alcohol or drug problems will be given work in non-safety sensitive jobs and continue to receive their regular pay while they participate in the EAP. The incentive for employees who volunteer to participate in the EAP is that they will continue to receive their regular pay, even though they are working in a lower paying classification.

All participants in the Program are eligible to have their participation costs covered under the Employer's insurance program. All successful participants can return to their position with full seniority.

Overall administration of the EAP is within the authority of a Joint Labor-Management Committee. Actual rehabilitation is carried out through numerous area hospitals, clinics and organizations providing such services.

#### **Section 21.7. The Elements of the Employee Assistance Program**

1. Eligibility: There will be two categories of employees who will be eligible for assistance under the EAP:
  - (i) Category I employees are those with alcohol or drug-related problems who voluntarily request assistance. Management will not limit the number of times a Category I EAP participant may avail him/herself of the Program; however, an employee may be disqualified after multiple EAP referrals when the Joint Labor-Management Committee determines, upon appropriate medical advice, that rehabilitation is not likely to be successful.
  - (ii) Category II employees are those who are subject to termination but are given the option by the Sheriff to request participation to preserve employment.

Category II employees will not be permitted to participate in the EAP more than once in any three (3) year period in order to preserve employment. However, after successful completion of the EAP, a Category II employee may subsequently become a Category I participant and voluntarily seek assistance more than once within the three (3) year period.

#### **Section 21.8. Rehabilitation Procedures and Standards**

Actual Program procedures and standards will be determined by competent EAP experts. Program assistance will be outsourced to established institutions and/or

organizations chosen by the Joint Labor-Management Committee. Oversight will be provided by this Committee. The minimum EAP duration for Category II participants shall be thirty (30) days. These minimum Program duration periods may be extended in individual cases by the Joint Labor-Management Committee upon advice of the EAP agency.

#### **Section 21.9. Conditional Employment While in EAP**

General EAP participants will be eligible for "conditional employment" in non-safety sensitive jobs, subject to clearance by EAP medical staff, and, in the case of Category II participants, job availability. Category I participants will continue their regular rate of pay during any period of conditional employment and will continue to accumulate seniority. Category II participants will be paid according to the wage rate of the job performed. Their seniority and benefits will be frozen effective the date of infraction, but it will be recaptured without interruption effective the date of satisfactory completion of the EAP. Non-safety sensitive job classifications will be determined by the Joint Labor-Management Committee.

Designated non-safety sensitive positions shall be exempt from the Labor Agreement provisions on posting and filling vacancies at any time when there are EAP participants eligible for such positions. Selection of Category II participants for available non-safety sensitive position vacancies will be determined by date of hire seniority.

#### **Section 21.10. Reinstatement Post-EAP**

Employees will be reinstated to their former job classifications upon successful completion of the EAP. If there is no vacancy, such employees will be permitted to "bump" immediately into the former job on the basis of seniority.

There will be no entitlement to back pay for Category II EAP participants.

EAP participants will be entitled to use sick leave, vacation and leave of absence without pay for periods of EAP participation. They will also be entitled to continue participation in the Insurance Plans and they will continue to accrue benefits (such as leave accumulation, seniority and vacation) in accordance with the Labor Agreement, even when the employee does not qualify for conditional employment or where conditional employment is unavailable.

Category I and II employees who receive conditional employment will participate in all benefits under the Labor Agreement for the duration of such work.

#### **Section 21.11. Savings Clause**

The parties agree that this policy and Employee Assistance Program shall not diminish the rights of the individual employees under State and Federal laws relating to drug testing, nor to an employee's right to utilize the grievance and arbitration procedures of the Collective Bargaining Agreement.

### **Section 21.12. Indemnification**

The Employer agrees to hold the Union harmless and to bear any expenses incurred by the Union in defending litigation arising out of the Employer's activities in carrying out the drug/alcohol testing program.

### **Section 21.13. Post Shooting Testing**

In the event a Deputy discharges their firearm causing injury or death to a person or persons during the performance of their duties, they must submit to drug and alcohol testing to be completed as soon as practical after the officer-involved shooting but no later than the end of their shift or tour of duty. The testing procedure shall follow the protocols as provided in this Article.

## **ARTICLE 22 - MISCELLANEOUS PROVISIONS**

### **Section 22.1. Residency**

All employees in the bargaining unit may reside within a forty (40) mile radius of the Sheriff's Department.

### **Section 22.2. Posting of Training Opportunities**

The Employer shall post all known training opportunities on the Union bulletin board for a period of at least five (5) days.

### **Section 22.3. Travel Per Diem**

Employees will be provided with the Federal per diem rates for travel.

### **Section 22.4. Sheriff's Vehicle Policy**

The purpose of this policy is to ensure the safety of our drivers while providing guidance and preventing injuries to our drivers and to others. This policy covers all of those individuals who drive both Macon County vehicles, when driven at any time, and private vehicles when driven within the scope of the Sheriff's employment while on duty time and does not negate the PPV policy currently in effect. Vehicle accidents are costly to our county, but more importantly they may result in injury to you or others. Operation of a Macon County vehicle is both a privilege and a responsibility. It is the driver's responsibility to operate the vehicle in a safe manner and it is the Sheriff's responsibility to evaluate the risks to ensure safe vehicle operation.

#### **Section 1. Scope of the Policy**

- A. This policy applies to all drivers who drive vehicles on business for the Sheriff, who is eligible to drive, how we determine who is eligible to drive, the conditions under which motor vehicles must be operated, drug/alcohol testing of drivers, maintenance responsibilities, how the Safety Committee may review accidents and drivers safety training.

- B. Macon County vehicles and personal vehicles driven by employees on Sheriff's business shall comply with all applicable state and federal laws for the use of a motor vehicle.
- C. Vehicles that are owned by Macon County are to be used only for Sheriff's business. Using a Macon County owned vehicle for personal reasons or recreational purpose is strictly prohibited.

#### Section 2. Driver Responsibility

- A. All operators will exercise every reasonable caution and care while operating County vehicles, equipment, or any other vehicle on Sheriff's business. Operators shall obey all traffic laws, equipment, registration and licensing requirements applicable to the vehicle being operated. Violations of these laws and rules may result in removal of driving privileges.
- B. Employees who drive for Sheriff are required to report a suspension or revocation of their driver's license immediately to the Sheriff or his designee and immediately discontinue driving for Sheriff.
- C. All operators and passengers of vehicles equipped with safety belts are required to wear safety belts. It will be the responsibility of the operator to see that all occupants comply.
- D. Drivers are limited to the drivers on the official drivers list except in an emergency situation. If a driver allows an unauthorized individual to drive a county vehicle, disciplinary action may be taken including suspension of Sheriff's driving privileges or up to termination of the driver.
- E. All traffic violations (including parking tickets), citations and fines incurred when driving for Sheriff's business are the sole responsibility of the person cited and/or fined, and under no circumstances shall the Sheriff's office or Macon County be held financially responsible for paying such a fine or other related costs.

#### Section 3. Employee Process for Determining Authorized Driver Status

- A. Current drivers are preferred to be of 21 years or older, able to produce a valid Illinois Driver's License and have an acceptable driving record. (See Section 5 guidelines.)
- B. MVR to verify valid driver's license.
- C. When driving a personal vehicle on Sheriff's business, in addition to an acceptable driving record, applicants must maintain auto liability coverage and provide a current copy of their Insurance Card to the Sheriff to be maintained in the employee's personnel file.

- D. Current employees tentatively selected for promotion or transfer from a non-driving to a driving required job, preferred to be at least 21 years or older, able to produce a valid Illinois Driver's License and have an acceptable driving record.

#### Section 5. Employee Driving Guidelines

Examples of unacceptable incident while utilizing a County owned vehicle include:

- A. One or more of the following serious violations within the past year:
- Reckless or negligent driving charge
  - Driving while impaired by or under the influence of alcohol or drugs
  - Homicide, negligent homicide, or involuntary manslaughter by vehicle
  - Fleeing or attempting to elude police officers
  - Driving while license is suspended or revoked
  - Hit and Run or failure to stop after an accident unless exigent circumstances exist where the employee believes leaving the scene outweighs the necessity to remain in order to fulfill his/her job-related duty
  - Using a motor vehicle for the commission of a felony
  - Operating a motor vehicle without the owner's authority (theft)

#### Section 5.1 Employee Driver Review Procedures

- A. The Sheriff or his/her Macon County Sheriff's employee designee will determine if the employee Passes or Fails according to the provisions of 5.1 E below. This MVR check will cover the previous year of history.
- B. The official drivers list will be maintained in the Auditor's office, the drivers list will be provided on a semi-annual basis to the insurance carrier. It shall be the Sheriff's responsibility to make the Auditor's office aware of any driver changes.
- C. Any employee who is deemed to have failed in accordance to in Section 5.1 E, may not be eligible to drive for Sheriff's business. The Sheriff may ensure that the employee does not drive for the Sheriff's office.
- D. Reassessment of suspended driver eligibility will be reviewed on a semi-annual basis or shorter period if deemed necessary by the Sheriff.
- E. The following offenses are "disqualifying offenses" and any driver that violates any of these offenses may be disciplined.
- Convicted of driving under the influence of drugs or alcohol.
  - The use of a motor vehicle in the commission of a felony involving manufacturing, distributing, or dispensing drugs.
  - Operation of a motor vehicle while on county business while license is suspended or revoked.

## Section 6. Safety

- A. Possession, use or being under the influence of drugs or other controlled substance while operating a County vehicle at any time or a private vehicle while on Sheriff's business, is prohibited, except possession of a controlled substance for law enforcement purposes. If use of controlled substances or withdrawal symptoms adversely affect a driver's physical or mental faculties to any perceptible degree, or if the driver tests positive for any such substances by screening and confirmation tests consistent with the Collective Bargaining Agreement, the driver may be deemed 'under the influence' for purpose of this policy. Violation of this policy is subject to disciplinary action up to and may include termination for the first offense.
- B. Driver/covered employee may take over the counter or prescription drugs under the guidance of a physician in the course of medical treatment. The driver/employee should ask his or her physician or pharmacist whether the use of the prescription drug or over-the-counter drug could adversely affect his or her ability to perform driver functions. Further, driver/covered employee must follow all manufacturers' directions or package inserts when taking any over the counter or prescription drugs.
- C. In addition, the Sheriff may require a driver/covered employee to report any over the counter or prescription drug use if the use of the drug could affect the performance of his or her driver functions.
- D. Operation of a county vehicle at any time or a private vehicle while on Sheriff's business after having consumed alcoholic beverage, or while in possession of an open container of alcoholic beverage or the driver tests positive for alcohol may be deemed 'under the influence' for purposes of this policy. County vehicles are not to be used to transport alcoholic beverages under any circumstances except for law enforcement purposes. Violation of this policy may be subject to disciplinary action and may include termination for the first offense.
- E. Non-alcoholic beverages may be consumed while driving, but drivers are warned to exercise caution if beverages are being consumed while driving.
- F. In accordance with the Smoke Free Illinois Act, no smoking is allowed in vehicles which are owned by Macon County.
- G. Employees shall comply with Illinois State Statute 625 ILCS 5/12-610.2 regarding electronic communication devices utilized during operation of a Macon County owned vehicle or personal vehicle while on duty time.

## Section 7. Post-Accident Drug/Alcohol Reporting and Accident Reporting

- A. Regardless of the severity, drivers are required to report all accidents and injuries immediately to the insurance company and the employees Department Head by the end of the employee's work shift if medically able to do so. Failing to stop after an accident and/or failure to report an accident may result in disciplinary action or up to termination of the employee unless exigent circumstances exist where the employee believes leaving the scene outweighs the necessity to remain in order to fulfill his/her job-related duty. All injuries must also be reported to the Workers Compensation Administrator on the day the accident occurred if medically able to do so.
  
- B. Post-accident alcohol/drug testing. If reasonable suspicion exists that the employee is under the influence of alcohol and/or drugs who is involved in a motor vehicle accident while operating a county vehicle at any time or private vehicle while on Sheriff's business may be subject to an alcohol and/or drug test when the following instances occur due to the accident.
  
- C. Any employee who is involved in a motor vehicle accident while operating a county vehicle at any time or private vehicle while on Sheriff's business may be subject to an alcohol and/or drug test when the following instances occur due to the accident
  - i. The employee received a citation for a moving traffic violation arising from the accident.
  
  - ii. Any party sustains bodily injury that requires immediate medical treatment away from the scene of the accident.

When any of the above circumstances occur the employee/driver may be required to submit to an alcohol/drug test immediately as medically able to do so following the accident. Any employee who is subject to testing shall make himself or herself readily available for such testing.

A driver/covered employee who have a positive alcohol/drug test result following an accident while on Sheriff's business may be terminated from employment.

- D. Refusal to submit to a post-accident test is considered a positive verified drug/alcohol test result and the consequences may be termination of the employee. The following conduct will be treated as a refusal to submit:
  - i. Failure to provide an adequate sample for testing without a medical explanation.
  - ii. Engaging in conduct that clearly obstructs the testing process, including, but not limited to:
    - 1. Failure to sign the Alcohol Testing Form.

2. Not reporting to the collection site as directed by your supervisor prior to the end of his/her duty day.
3. Switching, adulterating, or committing any other misconduct pertaining to any breath or urine sample.

#### Section 8. Accident Review

- A. All accidents will be reviewed by the Safety Committee, and potential corrective action identified. A report will be made to the Sheriff's on driving privileges and corrective action recommendations. A note on the accident may also be made for the employee's personnel record.
- B. A summary of the accident will be provided to the Insurance Director from the Department Head along with an accident report, police report and photos if available.
- C. Any operator while on official Sheriff's business involved in a traffic crash and being cited by a police officer as being at-fault will be reviewed by the Sheriff's Office Command Staff.

#### Section 9. Corrective Action Recommendations

Corrective actions for violations of this policy should be carried out by the Sheriff. All corrective actions should be progressive and consistent on a County-wide basis.

The first minor moving traffic violation should be dealt with through additional safety training or verbal reprimand for first occurrence.

If an employee is deemed not to be eligible to drive a county owned vehicle in accordance with Section 5.1, job duties may be assigned to the employee to maintain employment that does not require driving a county owned vehicle. The employee shall be returned to full original duties that were maintained, prior to the driving incident(s), after the suspension of driving duties has expired as outlined in Section 5.1. This Section of the policy shall not supersede termination if the employee engages in any "disqualifying offenses" as outlined in Section 5.1.

#### Section 10. Vehicle Maintenance

- A. Employees assigned a car by their department are responsible for maintaining a maintenance log and keeping the vehicle clean. All preventative and necessary maintenance, including regular oil changes, shall be documented in the log.
- B. If a department has cars in a pool, then each Department Head shall be responsible for maintaining a maintenance log and all preventative and necessary maintenance, including regular oil changes, shall be documented in the log.

- C. Employees are encouraged to fuel at Pacific Pride Services Station located at 3117 N. 22<sup>nd</sup> St. All routine and specialized maintenance should be done at the Highway Department, unless that department determines that facilities are not available for the needed repair.

#### Section 11. Financial and Tax Issues

- A. If an employee claims mileage reimbursement for official use of a personal vehicle, the Auditor requires proof of insurance and a copy of current driver's license to be submitted with the claim.
  
- B. If an employee claims mileage for official use of a personal vehicle, the employee is expected to keep their own car in good repair and working order. IRS reimbursement rates, as may be amended from time to time, are set to cover the cost of gas, insurance and maintenance.

#### Section 12. Training

- A. In addition to specific training offered by the Sheriff, Macon County will offer employees quarterly webinar safe drivers training which employees may be required to attend 2 sessions a year while on duty time. Employees may also be required to take a driving safety course every 4 years as it is offered by Macon County while on duty time. If the employee is (at-fault) accident free after initial drivers' safety course is taken, he/she will be waived the following 4-year period from the course based on this merit. The Department Head will keep records of all drivers training.

#### **Definitions**

For the purpose of the Sheriff Vehicle, Drug and Alcohol Policy, the following definitions shall apply:

**At Fault Accident** - a traffic crash cited by an officer of law - person appointed to enforce written laws as being at fault.

**Traffic Accident** - occurs when a vehicle collides with another vehicle, pedestrian, animal, road debris or other stationary obstruction, such as a tree or utility pole.

**Alcohol** - the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.

**Alcohol Test** - a test using an evidential breath testing device (EBT); the method of testing used to detect the level of alcohol. Both a screening test and a confirmation test must be used to establish a positive result.

**Alcohol Use** - means the consumption of any beverage, mixture, or preparation including any medication containing alcohol.

**Sheriff's Business** - means activities that employees are assigned, required, or directed to perform including but not limited to, education or training activities.

**County Vehicle** - all Macon County owned vehicles, including but not limited to, off road vehicles, golf carts and employees who drive their personal vehicles on official Sheriff business.

**Department Head** - any elected official/department supervisor vested with authority to manage a group of employees.

**Driver/ covered employee** - any person who operates a motor vehicle. This includes, but is not limited to: full-time, regularly employed drivers; casual, intermittent, or occasional drivers; who are either directly employed by, volunteer, or who operates a motor vehicle at the direction of, or with the consent of, the county.

**Drugs or Controlled Substance** - any drug included in Schedules I through V, as defined by Section 802(6) of title 21 of the United States Code [21 USC 802(6)], (e.g., cocaine, marijuana) the possession of which is unlawful under Chapter 13 of that title.

**Drug Test** - a urinalysis (urine) test that includes specimen collection and testing by a Department of Health and Human Services (DHHS) certified laboratory. Both a screening test and a confirmation test must be used to establish a positive result.

**Illegally Used Drug** - any prescribed drug that is legally obtainable but has not been legally obtained or is not being used for prescribed purposes; all designer drugs, and any other over-the-counter or non-drug substances (e.g. airplane glue) for the purpose of causing intoxication or impairment. (Note: A designer drug is a man-made drug, or combination of drugs, which is similar in basic scientific properties to a drug or controlled substance and is produced in a clandestine laboratory.)

**Official Drivers List** - drivers that have signed the MVR form and been approved as having an acceptable driving record as defined in Section 5.

#### **ARTICLE 23 - SAVINGS CLAUSE**

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

#### **ARTICLE 24 - ENTIRE AGREEMENT / WAIVER**

The parties acknowledge that during the negotiations which 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 25 - AUTHORITY OF THE CONTRACT**

Unless specifically covered by this Agreement, the Rules of the Macon County Merit Commission and the Standard Operating Procedures of the Department shall prevail. However, the parties, signatory to this Agreement, agree that the provisions of this Agreement shall supersede any provisions of the rules of the Merit Commission and/or the Department relating to any subjects of Collective Bargaining, contained herein, if the provisions of such rules differ with this Agreement. In the event the Sheriff changes an existing rule and such rule does not cover matters contained in this Agreement, the Union shall be notified of such proposed change and shall have the right to discuss and negotiate over the impact on wages, hours of work and conditions of employment, if any, on the change prior to its effective date.

## **ARTICLE 26 - SALARY STRUCTURE**

### **Section 26.1. Wage Schedule as Appendix**

The wage schedules for Deputy Sheriff shall be those as listed in Appendix A.

### **Section 26.2. Temporary Upgrade**

Members of the bargaining unit assigned to perform the work of a Command Officer for more than one (1) consecutive shift shall receive temporary upgrade pay of two (2) hours at the time and one half rate in either comp-time or cash, choice officer.

### **Section 26.3. Field Training Officer Pay**

Officers that are certified Field Training Officers (FTO) shall be paid one hour of straight pay or ALD, in addition to regular hours paid, for each complete shift in which said FTO has a trainee in the field.

### **Section 26.4. Legal Defense Reimbursement**

The Employer will reimburse each deputy annually up to a cap of sixty-eight (\$68.00) dollars per year for their participation in the National FOP legal defense plan.

## **ARTICLE 27 - MAINTENANCE OF STANDARDS**

All economic benefits which are not set forth in this Agreement and are currently in effect for these Bargaining Unit members shall continue and remain in effect for the term of this Agreement.

## **ARTICLE 28 - RESOLUTION OF IMPASSE**

In order to resolve impasses, the Employer and the Union agree to abide by the provisions of Section 14 of the Illinois Public Labor Relations Act.

## **ARTICLE 29 - DURATION AND SIGNATURES**

### **Section 29.1. Duration**

This Agreement shall be effective from December 1, 2020 and shall remain in full force and effect until November 30, 2023. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party to the other at least sixty (60) days prior to expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

### **Section 29.2. Mutual Agreement to Set Meeting Times**

In the event such notice to negotiate is given, then the parties shall meet at a mutually agreeable time and place for the purposes of negotiations.

### **Section 29.3. Continuing Effect**

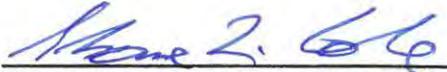
Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date only if negotiations or Resolution of Impasse Procedure are continuing for a new Agreement or part thereof between the parties.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this  
day of JUNE, 2021.

FOR THE EMPLOYER

FOR THE UNION

\_\_\_\_\_  
Jim Root, Sheriff

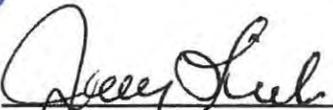
  
\_\_\_\_\_  
Shane Cole, Labor Committee Chair

\_\_\_\_\_  
Kevin Greenfield, County Board Chairman

  
\_\_\_\_\_  
Joe Mannix, Labor Committee

  
\_\_\_\_\_  
Jonathan Roseman, Labor Committee

  
\_\_\_\_\_  
Mathew Hunt, Labor Committee

  
\_\_\_\_\_  
Jerry Lieb, Field Supervisor  
Illinois F.O.P. Labor Council

**APPENDIX A - WAGE SCALE**

Macon County Deputy:

	<b>2.75%</b>	<b>2.75%</b>	<b>2.75%</b>
	<b>12/1/2020</b>	<b>12/1/2021</b>	<b>12/1/2022</b>
1	\$51,803.41	\$53,228.00	\$54,691.77
2	\$61,457.85	\$63,147.94	\$64,884.51
3	\$65,001.48	\$66,789.02	\$68,625.72
4	\$67,357.66	\$69,210.00	\$71,113.27
6	\$68,710.58	\$70,600.12	\$72,541.62
8	\$70,055.21	\$71,981.73	\$73,961.22
10	\$71,781.91	\$73,755.91	\$75,784.20
12	\$74,501.37	\$76,550.16	\$78,655.29
14	\$75,846.25	\$77,932.02	\$80,075.15
16	\$77,190.62	\$79,313.36	\$81,494.48
18	\$78,535.27	\$80,694.99	\$82,914.10
20	\$79,879.87	\$82,076.57	\$84,333.68
23	\$81,135.07	\$83,366.28	\$85,658.86
25	\$82,709.16	\$84,983.66	\$87,320.71
28	\$84,192.88	\$86,508.18	\$88,887.16

## **APPENDIX B - INSURANCE/BONUS REOPENER**

Employer and employees agree to a reopener to discuss the amount of a bonus pay and health insurance. The Employer shall notify the Union when the stimulus monies and regulations for distribution of these funds are received and commence negotiations within forty-five (45) days thereafter.

Medical plan information to be attached after re-opener.

**APPENDIX C - DUES AUTHORIZATION FORM**

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

I, \_\_\_\_\_, understand that under the U.S. Constitution I have a right not to belong to a union. By my signature I hereby waive this right and opt to join the IL FOP Labor Council.

I, \_\_\_\_\_, 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 to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of my employment, in such manner as it so directs.

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

Employment Start Date: \_\_\_\_\_  
Title: \_\_\_\_\_

-----  
**Employer, please remit all dues deductions to:**

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

(217) 698-9433

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



**APPENDIX D - GRIEVANCE FORM**  
(use additional sheets where necessary)

Lodge No. / Year / Grievance No.

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

---

**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

**REFERRAL TO ARBITRATION by Illinois FOP Labor Council**

\_\_\_\_\_  
Person to Whom Referral Given

\_\_\_\_\_  
Date

\_\_\_\_\_  
FOP Labor Council Representative



## **APPENDIX E - EMPLOYEE ASSISTANCE PROGRAM**

I, \_\_\_\_\_, voluntarily request permission to participate in the Employee Assistance Program. I understand that to continue participation in the Program, I must follow the Program's prescribed guidelines. I further understand that satisfactory participation in the Program will guarantee employment. When I am assigned or reassigned to a position, I understand that any violation of Rules will result in disciplinary action, including possible discharge.

I also agree to execute an authorization which entitles Management to receive information relative to my participation in the Program.