

ILLINOIS FOP LABOR COUNCIL

and

COUNTY OF LOGAN / LOGAN COUNTY SHERIFF

Telecommunicators

November 1, 2022 – November 30, 2026

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PREAMBLE

This Agreement is entered into by the County of Logan, a body politic, and Sheriff of Logan County, hereinafter referred to as the "Employer", and the Illinois F.O.P. Labor Council on behalf of certain Logan County Sheriff's Office Employees, hereinafter referred to as the "Union".

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Council/Lodge representing the employees in the bargaining unit, and to make clear the basic terms upon which such relationship depends. It is the intent of both the Employer and the Union to work together to provide and maintain satisfactory terms and conditions of employment, and to prevent as well as to adjust misunderstandings and grievances relating to employees' wages, hours, and working conditions.

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

ARTICLE I – RECOGNITION

Section 1.1 – Unit Description

The Employer hereby recognizes the Labor Council as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on any and all matters relating to wages, hours, and all other terms and conditions of employment as follows:

Included: All full-time Dispatchers and Assistant Supervisors.

Excluded: All other employees of the County of Logan and all managerial, supervisory, professional, and confidential employees as defined by the Illinois Public Relations Act.

Section 1.2 – Management Personnel

Management personnel may continue to perform bargaining unit work which is incidental to their jobs. They may also perform bargaining unit work in emergency situations and where such work is necessary to train a bargaining unit employee. Such work by Management personnel shall not cause any layoffs of the bargaining unit employees.

ARTICLE II – NON-DISCRIMINATION

Section 2.1 – Equal Employment Opportunity

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

Section 2.2 – Prohibition Against Discrimination

Both the Employer and the Union agree not to illegally discriminate against any employee on the basis of race, sex, creed, religion, color, marital or parental status, age, national origin, political affiliation and/or beliefs, mental or physical handicap, or sexual orientation.

Section 2.3 – Union Membership or Activity

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

Section 2.4 – Use of Masculine Pronoun

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

Section 2.5 – No Dual Remedies

All claims under this Article must be filed with the appropriate State, Federal, or administrative agency and not through the grievance procedure.

ARTICLE III – NEW CLASSIFICATIONS

When the Employer finds it necessary to create a new job classification, the work of which falls within the scope of the bargaining unit, the Employer and Union agree to jointly petition the Illinois Labor Relations Board (ILRB) to seek the necessary unit clarification.

If the inclusion of a new position classification is agreed to by the parties or found appropriate by the ILRB, the parties shall negotiate as to the proper pay grade for the classification. If no agreement is reached within thirty (30) calendar days from the date its inclusion was determined, the Council may appeal the proposed pay grade to the Step 3 of the grievance procedure. The Step 3 grievance committee or arbitrator shall determine the reasonableness of the proposed salary grade in relationship to:

- (a) The job content and responsibilities attached thereto in comparison with the job content and responsibilities of other position classifications in the Employers' work force;
- (b) Like positions with similar job content and responsibilities within the labor market generally;
- (c) Significant differences in working conditions to comparable position classifications.

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

If the decision of the Step 3 grievance committee or arbitrator is to increase the pay grade of the position classification, such rate change shall be applied retroactive to the date of its installation.

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

ARTICLE IV – MANAGEMENT RIGHTS

The Employers possess the sole right to operate the County of Logan and the Logan County Sheriff's Office and all management rights as defined in Section 4 of the Illinois Public Labor Relations Act (5 ILCS 315/4) and nothing herein shall affect the internal control powers of the Sheriff as defined in Division 3-6 of the Illinois County Code (55 ILCS 5/3-6001).

Except as specifically amended, changed, or modified by the Agreement, these rights include, but are not limited to, the following:

- (a) To direct all operations of the Logan County Sheriff's Office;
- (b) To establish reasonable work rules and schedules of work;
- (c) To hire or promote, transfer, schedule, and assign employees in positions and to create, combine, modify, and eliminate positions within the County;
- (d) To suspend, discharge and take other disciplinary action against employees under the established work rules and regulations of the Logan County Sheriff's Office and the provisions of this Agreement;
- (e) To lay off employees;
- (f) To maintain efficiency of the Logan County Sheriff's Office operations;
- (g) To introduce new or improved methods or facilities;
- (h) To change existing methods or facilities;
- (i) To determine the kinds and amounts of services to be performed as pertains to Logan County Sheriff's Office operations, the number, and kind of classifications to perform such services;
- (j) To contract out for goods or services other than law enforcement services or as provided in this Agreement;
- (k) To determine the methods, means and personnel by which Logan County Sheriff's Office operations are to be conducted:
 - (i) To determine proper uniform and attire for all sworn personnel, to change, alter or amend this clothing and equipment as needed, and to set the dates of conversion from season to season;

- (ii) To determine the shift or duty assignments, the number of personnel per shift or duty assignment, and to change or alter these after proper notice;
 - (iii) To require compliance with regular written department rules and regulations, and to all general orders, special orders, official notices, or memorandum issued from the Administration Division or Sheriff of Logan County on Sheriff's Office letterhead, memorandum, general or special order, or other identifiable department documents.
 - (iv) To establish required training sessions and qualifications for specific duty assignments and to change or amend these requirements as needed to meet departmental needs or requirements;
 - (v) To determine the proper utilization of department equipment, the proper cleaning, care and maintenance of equipment, the number of personnel assigned the equipment;
 - (vi) To retain the right to issue and/or assign any or all department equipment to employees or other individuals as necessary and directed by the Sheriff; and,
 - (vii) To schedule overtime work as required in the manner most advantageous to the department and in accordance with this Agreement.
- (l) To take whatever action is necessary to carry out the functions of the Logan County Sheriff's Office in situations of emergency.

ARTICLE V – SUBCONTRACTING

Section 5.1 – General Policy

It is the general policy of the Employer to continue to utilize employees to perform work they are qualified to perform. However, the Employer reserves the right to contract out any work it deems necessary in the interests of economy, improved work product, or emergency except for the performance of law enforcement work. No subcontract shall be let to perform law enforcement work now performed by any person covered by this Agreement, unless the work to be contracted has been offered first to those employees covered by this Agreement.

Section 5.2 – Notice and Discussion

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

Section 5.3 – Part Time Telecommunicators Officers

The County and Union agree to the use of part time telecommunicators. No part time telecommunicator will replace a full-time position. Nor will there be any impact on the shift bidding of full-time telecommunicators due to the use of part time telecommunicators.

ARTICLE VI – F.O.P. REPRESENTATIVES

For the purposes of administering and enforcing the provisions of this Agreement, the Employers agree as follows:

Section 6.1 – Grievance Processing

Reasonable time while on duty shall be permitted to Union representatives for the purpose of aiding or assisting or otherwise representing employees in the handling and processing of grievances or exercising other rights set forth in this Agreement. Such reasonable time shall be without loss of pay.

Section 6.2 – Union Negotiating Team

Members designated as being on the Union negotiating team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay. However, the Union agrees that service on the negotiating team in no way inhibits members from responding to calls. In such event, the parties may agree to recess negotiations. If a designated Union negotiating team member is in regular day-off status on the day of negotiations, he will not be compensated for attending the session.

Section 6.3 – Orientation

The Employers shall grant the Union representative(s) an opportunity during the Departmental orientation of new employees to present the benefits of membership in the Union.

ARTICLE VII – DUES DEDUCTION

Section 7.1 – Dues Deduction

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

Section 7.2 – Indemnification

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

ARTICLE VIII – BILL OF RIGHTS

If the questioning of an employee may result in the recommendation of any disciplinary action, such as reprimands, suspension without pay, dismissal, loss of pay, or other similar punitive measures, the Employers agree employees covered by the terms of this Agreement shall have such rights as set forth in in NLRB vs. Weingarten, 420 U.S. 251 (1975) and the Department of Central Management Services & Corrections, 1 PERI 2020 (ILRB, 1985).

ARTICLE IX – INDEMNIFICATION

Section 9.1 – Employers Responsibility

The County and the Sheriff shall be responsible for, hold employees harmless from and pay for damages or moneys which may be adjusted, assessed, or otherwise levied against any employee covered by this Agreement, subject to the conditions set forth in Article IV, pursuant to 745 ILCS 10/2-301 and 302 or the Logan County insurance limit, whichever is greater, 55 ILCS 5/5-1002.

Section 9.2 – Legal Representation

Employees shall have legal representation provided by the County in any civil cause of action brought against an employee resulting from or arising out of the performance of duties. If the representation is not provided by the County insurance carrier, the selection of such legal representation shall be by mutual agreement.

Section 9.3 – Cooperation

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

Section 9.4 – Applicability

The Employers will provide the protection set forth in Sections 9.1 and 9.2 above, so long as the employee is acting within the scope of their employment and where the employee cooperates, as defined in Section 9.3 with the County and the Sheriff's Office in defense of the action or actions or claims. Claims based on intentional acts of misconduct by the employee shall not be covered by this Article.

ARTICLE X – NO STRIKE

Section 10.1 – No Strike Commitment

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

Section 10.2 – Resumption of Operations

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

Section 10.3 – Lodge Liability

Upon the failure of the Union to comply with the provisions of Section 10.2 above, any agent or official of the Union who is an employee covered by this Agreement may be subject to the provisions of Section 10.4 below.

Section 10.4 – Discipline of Strikers

Any employee who violates the provisions of Section 10.1 of this Article shall be subject to immediate discharge. Any action taken by the Employers against any employee who participates in action prohibited by Section 10.1 above shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure, except that the issue of whether an employee in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure.

ARTICLE XI – PERSONNEL FILES

Section 11.1 – Personnel Files

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

Section 11.2 – Inspection

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

- (a) Such inspection shall occur on the next business day following receipt of the written request;
- (b) Such inspection shall occur during daytime working hours Monday through Friday (excluding holidays);
- (c) The employee shall not be permitted to remove any part of the personnel file from the premises, but may obtain copies of any information contained therein upon payment for the cost of copying;
- (d) Upon written authorization by the requesting employee, in cases where such employee has a written grievance pending, and is inspecting their file with respect

to such grievance, that employee may have a representative of the Union present during such inspection and/or may designate in such written authorization that said representative may inspect their personnel file subject to the procedures contained in this Article;

- (e) If the employee disagrees with any information contained in the personnel file, the employee can request that the information be removed or corrected. Removal or correction of that information may be mutually agreed upon by the Sheriff and the employee. If an agreement cannot be reached, the employee may submit a written statement explaining the employee's position. The Sheriff shall attach the employee's statement to the disputed portion of the personnel file. The written statement of their position which shall become an integral part of that portion of the file over which disagreement exists. The employee's statement shall be included whenever that disputed portion of the personnel file is released to a third party as long as the disputed record is a part of the file. The inclusion of any written statement attached in the record without further comment or action by the Sheriff, shall not imply or create any presumption of Sheriff argument with its content. If either the Sheriff or the employee places in information the personnel file which is false, the Sheriff or employee, whichever is appropriate, shall have remedy through the grievance procedure to have that information expunged.
- (f) Pre-employment information, such as reference reports, credit checks, psychological examinations, or information provided to the County and/or the Sheriff with a specific request that it remain confidential, shall not be subject to inspection or copying.

Section 11.3 – Notification

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

Section 11.4 – Limitation on Use of File Material

- (a) It is agreed that any material and/or matter not available for inspection, such as provided in Section 11.1 above, shall not be used in any manner or any forum adverse to the employee's interests.
- (b) Any information of an adverse employment nature which may be contained in any unfounded, exonerated or otherwise not sustained occurrence, shall not be used against the employee in any future proceedings.

ARTICLE XII – DISCIPLINE AND DISCHARGE

Section 12.1 – Discipline and Discharge

The parties recognize the principles of progressive and corrective discipline.

Disciplinary action or measures shall include only the following:

- (a) oral reprimand;
- (b) written reprimand;
- (c) suspension (notice to be given in writing);
- (d) demotion (notice to be given in writing); and/or
- (e) discharge (notice to be given in writing).

Disciplinary action may be imposed upon an employee for just cause. Any disciplinary action imposed upon an employee may be processed as a grievance through the regular grievance procedure.

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

The Sheriff agrees to provide written notice to the Employee and the Labor Council setting forth the just cause for disciplinary action and the final determination of appropriate disciplinary action with the exception of oral and written reprimands.

Section 12.2 – Pre-disciplinary Meeting

For discipline, other than oral and written reprimands, the Council and the employee shall be concurrently notified of the meeting. The employee shall be informed of their contract rights to Council representation and shall be entitled to such, if so, requested by the employee. The employee and Council Representative shall be given an opportunity to rebut or clarify the reasons for such discipline and further provided that a Council Representative shall be available within forty-eight (48) hours of notification. If the employee does not request Council representation, a Council Representative shall nevertheless be entitled to be present.

Section 12.3 – Investigatory Interviews

When the Sheriff desires to conduct an investigatory interview of an employee when the results of the interview might result in discipline, the Sheriff agrees to first inform the employee that the employee has a right to Union representation at such interview. If the employee desires Union representation, an interview shall not take place without the presence of a Union representative. The role of the Council representative is limited to assisting the employee, clarifying the facts, and suggesting other employees who may have knowledge of the facts.

ARTICLE XIII – GRIEVANCE PROCEDURE

Section 13.1 – Definition of a Grievance

A grievance is defined as any difference, complaint or dispute between the Employers and the Council or any employee regarding the application, meaning or interpretation of this

Agreement. This grievance procedure is subject to and shall not conflict with any provisions of the Illinois Public Labor Relations Act.

Section 13.2 – 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 the Union representation at each and every step of the grievance procedure upon his or her request. Grievances may be filed on behalf of two or more Employees only if the same facts, issues and requested remedy apply to all Employees in the group.

Section 13.3 – Subject Matter

Only one (1) subject matter shall be covered in any one grievance. A written grievance (*see*, Appendix C attached hereto) shall contain a statement of the grievant's complaint, the Article and Section of the Agreement allegedly violated, the date of the alleged violation, the relief sought, and the signature of the grieving employee(s) and the date.

Section 13.4 – Grievance Processing

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

Section 13.5 – Dispute Resolution

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

The employee, with or without a Union Representative, shall take up their grievance with their immediate supervisor within seven (7) calendar days of when the employee knew or should have known of the occurrence. The immediate supervisor shall then attempt to adjust the matter and shall respond within seven (7) calendar days after such discussion. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances. In the event of a complaint, the employee shall first complete their assigned work task, and complain later.

Section 13.6 – Grievance Procedure

It is mutually desirable and hereby agreed that all grievances shall be handled in accordance with the following steps. Any time period provided for under the steps in the grievance procedure may be mutually extended or contracted.

(a) *Step 1 – Operations Manager*

The employee, with or without a Union Representative, and after reducing the grievance to writing on a mutually agreed to form (*see*, Appendix C), may take up a grievance with the Operations Manager within seven (7) calendar days of its occurrence. The Operations Manager shall then attempt to adjust the matter and shall respond within seven (7) calendar days after such discussion.

(b) *Step 2 – Sheriff*

If not adjusted in Step 1, the grievance shall be presented by the Union to the Sheriff within seven (7) calendar days following the receipt of the Operation Manager's answer in Step 1. The Sheriff shall attempt to adjust the grievance as soon as possible, and therefore will schedule a meeting with the employee, the Operations Manager, and Union representative within seven (7) calendar days after receipt of the grievance from the Union. The Sheriff shall then render a decision, based on the information supplied during the meeting, within seven (7) calendar days of the meeting.

(c) *Step 3 – Arbitration*

If the grievance remains unsettled, the Union may submit the matter to binding arbitration within twenty-one (21) calendar days after the Sheriff's decision in Step 2.

Section 13.7 – Arbitration

The parties shall request the Federal Mediation and Conciliation Service (FMCS) to supply a list of arbitrators. The parties shall alternately strike names until one (1) name remains with a coin toss determining who strikes first. The person whose name remains shall be the arbitrator. Each party may strike and reject one (1) of the first two (2) panels of arbitrators submitted. The arbitrator shall be notified of their selection by a joint letter from the Employers and the Labor Council requesting that he set a mutually agreeable time and place for the hearing.

Nothing herein shall preclude the parties from meeting at any time after a list of arbitrators has been requested and prior to the convening of the hearing in a further attempt to resolve the grievance.

The Arbitrator shall have no power to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The Arbitrator shall decide only the specific issue submitted to the Arbitrator and, if a violation of the terms of this Agreement is found, shall fashion an appropriate remedy. The Arbitrator shall be without power to make a decision contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. The Arbitrator shall submit in writing their decision within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. The decision

shall be based solely upon their interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding.

The fee and expenses of the Arbitrator and the cost of a written transcript, if any, for the Arbitrator shall be divided equally between the Employers and the Council. However, each party shall be responsible for compensating its own representatives and witnesses, and for purchasing its own copy of the written transcript.

Section 13.8 – Time Limits

No grievance shall be processed unless it is submitted within five (5) calendar days after the occurrence of the event giving rise to the alleged grievance or employee learning of the occurrence giving rise to the alleged grievance. If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Sheriff's Office's last answer. If the Sheriff's Office fails to answer a grievance or an appeal thereof within the specified time limits, the Council may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step. The time limits in each Step may be extended by written agreement of the Sheriff and the Council representative involved in each Step.

Section 13.9 – Processing Grievances

The Union Grievance Committee and employee members may investigate and process grievances during scheduled working hours without loss of pay consistent with the provisions of Section 13.3 above.

ARTICLE XIV – SENIORITY

Section 14.1 – Definition of Seniority

- (a) As used herein, the term "bargaining unit seniority" shall refer to and be defined as the continuous length of service or employment covered by this Agreement from the date of last hire.
- (b) As used herein, the term "supervisor seniority" shall refer to and be defined as the continuous length of service in the employee's current rank from the date of promotion. If more than one (1) supervisor has the same "supervisor seniority" date, "bargaining unit seniority" shall be the tie breaker.

Section 14.2 – Probation Period

- (a) Telecommunicators shall serve a probationary period of twelve (12) months after completion of training and release from training by the Operations Manager. The total probationary period shall last no longer than sixteen (16) months without cause. During the probationary period, the employee shall be subject to dismissal

without recourse to the grievance procedure. Upon completion of the probationary period, the employee shall be granted seniority rights from the employee's most recent date of hire.

- (b) An employee who is promoted to the position of Assistant Supervisor shall serve a probationary period of twelve (12) months. Removal from the position during the probationary period shall be for cause which shall be defined as failing to bring performance up to standards after being counseled or violations of policy.

Section 14.3 – Seniority List

The Employers and Union have agreed upon the initial seniority list setting forth the present seniority dates for all employees covered by this Agreement which shall become effective on the date of execution of this Agreement. Such lists shall finally resolve all questions of seniority affecting employees covered under this Agreement or employed at the time the Agreement becomes effective. Disputes as to seniority listing shall be resolved through the grievance procedure.

Section 14.4 – Termination of Seniority

An employee shall be terminated by the Employers and their seniority broken when they:

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

Section 14.5 – Seniority While On Unpaid Leave or Suspension

Employees will not accrue seniority credit for all time spent on authorized unpaid leave of absence or suspension without pay.

Section 14.6 – Conflicts in Vacation or Personal Days

- (a) Employees shall select the periods of their annual vacation on the basis of seniority. Vacation schedules may be adjusted to accommodate seasonal operations, significant revision in organization, work assignments or the number of personnel in particular ranks. Provided however, that no more than one (1) employee from each shift may take vacation at the same time unless previously approved by the

Sheriff. No employee shall have priority in scheduling vacations for more than two (2) weeks per year.

- (b) Conflicts in scheduling for the selection of a personal day shall be resolved in favor of the most senior employee.

Section 14.7 – Shift Assignments

- (a) Shift assignments shall be determined on a bid system based on seniority in rank for all Employees covered by the terms of this Agreement.
- (b) In the event an assignment is made without regard to seniority, the Sheriff agrees to demonstrate the operational need. No shift assignment will be made as a punitive measure.
- (c) Shifts will be re-bid annually with new shifts being posed for bid November 1st, notification of assignment to occur by December 1st and the schedule to take effect beginning January 1st of each year.

Section 14.8 – Rank Seniority

Rank seniority shall refer to seniority in a position covered by this Agreement. Seniority to determine time off approval, scheduling preference, and reductions in rank for Supervisors shall be determined by seniority in rank.

ARTICLE XV – LAYOFF

Section 15.1 – Layoff

In the event the County and/or the Sheriff determine layoffs are necessary, employees shall be laid off in the inverse order of their seniority unless compliance with State or Federal law requires otherwise. The Employers agrees to inform the Union in writing not less than sixty (60) days prior to such layoffs and to provide the Union with the names of all employees to be laid off in such notice.

Section 15.2 – Replacing Laid Off Employees

In the event of a layoff of employees covered by this Agreement, the Sheriff agrees to not hire personnel to perform the duties otherwise normally performed by the laid off employee.

Section 15.3 – Layoff Order

Probationary employees, temporary and part-time employees shall be laid off first, then full-time employees shall be laid off in inverse order of their seniority. Individual employees shall receive notice in writing of the layoff not less than sixty (60) days prior to the effective date of such layoff.

Section 15.4 – Recall

To be eligible for recall, an employee shall notify the Sheriff of all changes of address while in layoff status. Employees shall be recalled from layoff within each particular job classification according to their seniority. No new employees shall be hired until all eligible employees on layoff in that particular job classification desiring to return to work have been recalled. Laid off employees shall retain recall rights for a period of twenty-four (24) months after being laid off.

In the event of recall, actual notice or notice by certified mail shall be given to eligible employees. An employee shall have three (3) days after receipt of such notice to accept recall, and fourteen (14) days thereafter to report to work.

An employee who declines recall shall lose their recall rights.

ARTICLE XVI – HOLIDAYS

Section 16.1 – Paid Holidays for Eight (8) Hour Shift Employees

- (a) Holidays for eight (8) hour employees shall be set annually by the Logan County Board, provided that the number will not drop below thirteen (13).
- (b) Eight (8) hour employees shall receive the above referenced holidays off with pay.
- (c) Eight (8) hour employees who volunteer to work approved overtime on a holiday shall receive a minimum of four (4) hours pay or pay for actual hours worked, whichever is greater, at double time (2) to be paid in cash or compensatory time as the employee shall elect at the time the hours are worked.
- (d) Eight (8) hour employees who are mandated to work approved overtime on a holiday shall receive a minimum of four (4) hours pay or pay for actual hours worked, whichever is greater, at double time and one-half (2 ½) to be paid in cash or compensatory time as the employee shall elect at the time the hours are worked.
- (e) Eight (8) hour employees who are mandated to work on New Year’s Day, Memorial Day, Independence Day, Thanksgiving Day, or Christmas Day shall be paid at double the employee’s hourly rate for all hours worked and received eight (8) hours of holiday leave to be taken at a later day.

Section 16.2 – Holiday Leave for Twelve (12) Hour Shift Employees

- (a) *Holidays*

The following days shall be considered holidays for twelve (12) hour shift employees:

Holiday	Dated Observed
Christmas	December 25 th
New Year's Day	January 1 st
Martin Luther King, Jr. Day	3 rd Monday in January
Lincoln's Birthday	February 12 th
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19 th
Independence Day	July 4 th
Labor Day	1 st Monday in September
Columbus Day	2 nd Monday in October
Veterans Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Thanksgiving Holiday	4 th Friday in November

(b) *Holiday Leave*

- (i) In lieu of scheduled holidays, all twelve (12) hour employees shall annually receive thirteen (13) paid days of holiday leave.
- (ii) All holiday leave is for thirteen (13) twelve (12) hour days for a total of one hundred fifty-six (156) hours per fiscal year.
- (iii) Employees beginning employment or beginning twelve (12) hour shifts after December 1st will receive pro-rated holiday leave time equivalent to twelve (12) hours for each holiday listed Section 16.2(a) between their date of hire and November 30.
- (iv) Employees who leave employment prior to November 30th will be paid a pro-rated portion equivalent to twelve (12) hours of pay at the appropriate hourly rate for each holiday listed Section 16.2(a) between December 1 and their departure date minus any holiday leave time taken. If the individual has taken more holiday leave time than their pro-rated portion, the individual will have the overage deducted from their final paycheck.
- (v) Employees who switch from a twelve (12) hour shift to an eight (8) hour shift after December 1st will be paid a pro-rated portion equivalent to twelve (12) hours of pay at the appropriate hourly rate for each holiday listed Section 16.2(a) between December 1 and the date of their switch minus any holiday leave time taken. If the employee has taken more holiday leave time than their pro-rated portion, the employee will have the overage deducted from their vacation leave or compensatory time.

(c) *Working on Certain Holidays*

In addition to their holiday leave in Section 16.2(b):

- (i) employees regularly scheduled or volunteering to work on New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, or Christmas Day shall be paid at the employee's overtime rate for all hours worked.
- (ii) employees mandated to work on their regularly scheduled day off on New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, or Christmas Day shall be paid at double the employee's hourly rate for all hours worked.

Section 16.3 – Scheduling of Holiday Leave

- (a) Holiday leave shall be approved on a first come-first-serve basis, subject to availability.
- (b) Holiday leave may not be used to request a day off if the Employee has already been denied use of other benefit time.
- (c) The employee shall request such leave on forms provided by the Sheriff and processed by the Sheriff or the Sheriff's designee, at least two (2) working days in advance of the day they are requesting.

Section 16.4 – Use of Holiday Leave

- (a) Holiday Leave shall be used during the fiscal year earned and shall not be unreasonably denied.
- (b) Holiday Leave may not be used to extend vacations, receive renumeration, or to seek employment elsewhere.

ARTICLE XVII – VACATIONS

Section 17.1 – Vacation Leave Accrual

- (a) *Eight (8) hour employees*

Every December 1, eligible full-time employees working eight (8) hour shifts shall be credited with vacation time in accordance with the following schedule:

Completed Years of Service	Annual Hours Earned
After one (1)	Eighty (80)
After five (5)	One hundred twenty (120)
After ten (10)	One hundred thirty-six (136)
After fifteen (15)	One hundred sixty (160)
After twenty (20)	One hundred seventy-six (176)
After twenty-five (25)	Two hundred (200)

(b) *Twelve (12) hour employees*

Every December 1, eligible full-time employees working twelve (12) hour shifts shall be credited with vacation time in accordance with the following schedule:

Completed Years of Service	Annual Hours Earned
After one (1)	Ninety-six (96)
After five (5)	One hundred forty (140)
After ten (10)	One hundred fifty-six (156)
After fifteen (15)	One hundred eighty (180)
After twenty (20)	One hundred ninety-six (196)
After twenty-five (25)	Two hundred twenty-eight (228)

(c) *Additional accrual of vacation time*

Non-probationary employees set to receive additional vacation time in during the calendar year shall be credited with that additional amount on the prior December 1st.

Section 17.2 – Probationary Employee Vacation Leave Accrual

- (a) Probationary employees working eight (8) hour shifts shall receive forty (40) hours vacation.
- (b) Probationary employees working twelve (12) hour shifts shall receive forty-eight (48) hours vacation.
- (c) Probationary employees cannot actually take vacation until they have completed eight (8) months of service.
- (d) While a probationary employee, vacation leave is earned on a monthly pro-rata basis.

Section 17.3 – Use of Vacation Time

- (a) Vacation time may be taken in increments of not less than one (1) hour at a time.
- (b) Prior to December 1, 2023, vacation time shall be used in the fiscal year in which it was credited, or it shall be forfeited, except that up to one-half (1/2) of the vacation leave an employee is credited with in any one fiscal year can be carried over for use in the next fiscal year.
- (c) Effective December 1, 2023, vacation time shall be used in the fiscal year in which it was credited, or it shall be forfeited, except that up to forty-eight (48) hours of vacation leave can be carried over for use in the next fiscal year.
- (d) Upon retirement, an employee will receive payment for all unused vacation days.

- (e) Upon termination of employment for any other reason than retirement, an employee will receive a fractional equivalent of vacation leave for each full month of employment between December 1 and their departure date.

Section 17.4 – Vacation Pay

All vacation leave will be paid for at the employee’s regular hourly rate.

Section 17.5 – Working Vacation

No employee will be allowed to continue working for the Sheriff and receive pay for it during their vacation.

Section 17.6 – Vacation Requests

Except for an occasional day which is taken as vacation leave, all employees must submit, in writing, to the Sheriff, a schedule of desired vacation between December 1 and January 1 of each year. Conflicts in requests for vacation received during this period shall be resolved in favor of the most senior employee except that no employee shall be given priority for vacation requests for more than two (2) weeks per year. At least one (1) days’ notice shall be given for a one (1) day leave. Once vacation leave is approved, no leave may be rescinded unless for emergency reasons as determined by the Sheriff or the Sheriff’s designee.

Section 17.7 – Vacation for Lateral Hires

At the discretion of the Sheriff, any newly hired Telecommunicator, who meets the criteria in Section 21.4, may start at the “After five” year vacation step on the vacation scale identified in Section 17.1. The new employee shall remain at the “After five” year vacation step until their years of service with Logan County places them at the next step in the vacation scale.

ARTICLE XIII – SICK LEAVE

Section 18.1 – Allowance

It is the policy of Logan County and the Logan County Sheriff’s Office to provide protection for its full-time employees against loss of income because of illness. All eligible employees are encouraged to save as much sick leave as possible to meet serious illness situations. Sick leave is not intended for a one (1) day vacation nor to be used to extend vacation leave or holidays.

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

Section 18.2 – Accumulation

- (a) Sick leave will be granted at the rate of eight (8) hours per month of service.

- (b) Employees may accumulate up to one thousand nine hundred twenty (1,920) hours of leave which can be applied to time of service under IMRF regulations.
- (c) The County agrees to buyback a maximum of two hundred forty (240) hours of sick leave at the employee's then hourly rate upon retirement. Said payment of time shall not occur until at least the sixty-first (61st) day after the employee retires. All other unused/unpaid time will apply to IMRF.

Section 18.3 – Procedures

- (a) No employee will be permitted to take leave if it has not yet been earned. Sick leave shall be paid at the employee's current rate of compensation and shall only be taken in one (1) hour increments.
- (b) Accumulated paid sick leave may be used for illness, disability, injury, or routine medical and dental appointments of the Employee or for that of an immediate family member. For the purpose of this Section, "immediate family" is defined as the spouse, son, daughter, brother, sister, mother, father, grandparents, grandchildren, mother-in-law, father-in-law, stepparent, domestic partner, and stepchild of the employee.
- (c) Employees who are unable to return to work upon expiration of sick leave benefits and all other authorized benefit time must request a leave of absence without pay. Non-paid sick leave shall be equivalent to the total accumulated sick leave available on the first day of illness, or thirty (30) calendar days, whichever is greater. Failure to apply for a leave of absence for extended illness upon expiration of all such benefits will result in automatic termination.
- (d) Any absence of three (3) working days or longer may require a healthcare provider's statement of release and verification substantiating that he may return to work. In addition, where evidence of abuse may appear to exist, the Sheriff may request a physician's statement of verification of absence of shorter periods of time.
- (e) Notice of an employee's desire to return to work after an extended illness must be given to the Sheriff no less than twenty-four (24) hours in advance.
- (f) The Sheriff or the Sheriff's designee may direct an employee who appears ill to leave work to protect the health of other Employees. Compliance with such an order will not be charged to sick leave for the first day.
- (g) An employee shall be paid sick leave at their normal hourly rate.
- (h) The Sheriff shall maintain a record of sick leave accrual, sick leave taken, and the balance of sick leave allowance available for the individual Employees.

Section 18.4 – Abuse of Leave

Sufficient evidence of abuse of leave is subject to the disciplinary procedures of this Agreement.

ARTICLE XIX – LEAVES OF ABSENCE

Section 19.1 – Personal Leave

- (a) Each December 1, eight (8) hour shift employees will be provided with forty (40) hours of personal leave.
- (b) Each December 1, twelve (12) hour shift employees will be provided with sixty (60) hours of personal leave.
- (c) which may be used by the employee for the purpose of attending to personal, legal, household, or family matters that require absence during working hours. Employees hired after December 1 shall receive a prorated portion of personal leave on their date of hire.
- (c) Employees hired after December 1 shall receive a prorated portion of personal leave on their date of hire.
- (d) Personal leave may be used for attending to personal, legal, household, or family matters that require absence during working hours.
- (e) Personal leave may not be used to request a day off if the Employee has already been denied use of other benefit time.
- (f) Except in emergencies, the employee shall request such leave on forms provided by the Sheriff and processed by the Sheriff or the Sheriff's designee, at least two (2) working days in advance of the day they are requesting.
- (g) Personal Leave may not be used to extend vacations, receive remuneration, or to seek employment elsewhere.

Section 19.2 – Leave to Attend a Funeral

- (a) If a death occurs in the immediate family of an employee, the employee shall receive three (3) working days special leave at their normal rate of pay. These days will not be charged to vacation or sick leave.
- (b) For the purpose of this Section, "immediate family" is defined as the spouse, son, daughter, brother, sister, mother, father, grandparents, grandchildren, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepparent, or stepchild of the employee.
- (c) One (1) day at full pay will be allowed for required attendance at a funeral or attendance at a funeral of a non-immediate family member of the employee or

employee's spouse. The half-day will not be charged to the employee's vacation or sick leave.

- (d) The Employers agree to abide by the provisions of 820 ILCS 154/1 et seq. for the death of any child or children of an employee.

Section 19.3 – Jury Duty

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

Section 19.4 – Long Term Illness/Injury Definition

For the purposes of filling shifts open because of illness or work-related injury, after the second working day, the Employer may utilize part-time help to fill said shift.

Section 19.5 – Family Medical Leave

The Employer agrees to follow Federal guidelines in regard to the Family Medical Leave Act.

Section 19.6 – Benefit Time Conversion

Any accrued benefit time at the time of ratification of this contract, which is not already listed in hourly increments, shall be considered eight (8) hours.

ARTICLE XX – HOURS OF WORK/OVERTIME

Section 20.1 – Regular Hours of Work

The regular hours of work each day shall be consecutive except that they may be interrupted by a lunch period.

Section 20.2 – Work Period

The work period for employees is defined as a regularly recurring period of twenty-eight (28) days.

Section 20.3 – Workday

For telecommunicators and Assistant Supervisors, twelve (12) consecutive hours of work within a twenty-four (24) hour period constitutes the regular workday.

Section 20.4 – Work Shift

- (a) *Telecommunicators*

Telecommunicators shall be scheduled to work on a regular work shift consisting of fourteen (14) such shifts in each twenty-eight (28) day period. Telecommunicators shall work one-hundred and sixty-eight (168) hours in each work period to equal a regular shift.

(b) Assistant Supervisors

Supervisors shall be scheduled to work on a regular work shift consisting of fourteen (14) such shifts in each twenty-eight (28) day period. Assistant Supervisors shall work one-hundred and sixty-eight (168) hours in each work period to equal a regular shift.

Regardless of the above, the Sheriff retains the sole discretion to move an Assistant Supervisor should he deem it necessary for the proper efficiency of the Sheriff's Office. The Sheriff shall make reasonable attempts to notify the Assistant Supervisor in advance of the change, prior to implementation. It is understood that a regular shift Assistant Supervisor shall not be moved solely to prevent overtime.

Absent an emergency, Employees shall not work more than sixteen (16) consecutive hours. Should an Employee work a sixteen (16) hour shift, they will be entitled to a minimum break of twelve (12) hours prior to the next shift.

Section 20.5 – Work Schedule

Work schedules showing the employee's normal shifts, workdays, and hours for the next year shall be posted on all department bulletin boards at all times, fourteen (14) days prior to beginning of schedule.

- (a) Telecommunicators, at the discretion of the Sheriff, shall work the following shift hours:
 - (i) 0600 hours to 1800 hours; and
 - (ii) 1800 hours to 0600 hours.
- (b) Assistant Supervisors, at the discretion of the Sheriff, shall work 1200 hours to 0000 hours.
- (c) Except for emergency situations, work schedules shall not be changed.

Section 20.6 – Rest Periods

The employees recognize the nature of the bargaining unit work is such that the formal scheduling of such rest periods is not reasonable.

Two (2) fifteen (15) minute breaks per shift will be allowed, which can be taken anytime during the shift, but not consecutively.

Section 20.7 – Meal Periods

All employees shall be granted a lunch period of thirty (30) minutes during each shift.

Whenever possible, the lunch period shall be scheduled near the middle of each shift.

Certain employees in the bargaining unit are required to take their meal period at their workstation.

Section 20.8 – Overtime

- (a) Overtime shall be calculated at the rate of time and one-half (1½) on a daily basis for all authorized hours worked beyond regularly scheduled shifts.
- (b) Time and one-half (1½) will be compensated when an employee is required to work their scheduled day off or to work a shift other than their regularly scheduled shift.
- (c) The hourly rate for employees working twelve (12) hour shifts shall be calculated by dividing their annual salary by two thousand one hundred eighty-four (2,184) hours. The hourly rate for employees working either eight (8) or ten (10) hour shifts shall be calculated by dividing their annual salary by two thousand and eighty (2,080) hours.

Section 20.9 – Overtime Distribution

Overtime shall be distributed based upon seniority within the rank when overtime exists. Overtime shall first be offered to full-time employees. In the event no full-time employee is available, then a shift vacancy may be offered to an Assistant Supervisor prior to mandating a full-time Telecommunicators. The Sheriff agrees to offer a voluntary sign sheet for all employees who wish to be considered for voluntary overtime. The voluntary list shall be comprised based on seniority with the most senior employee being placed at the top of the list. Overtime shall be distributed on a seniority rotating basis with the most senior offered the first opportunity and then the next opportunity being offered to the second senior.

Mandatory overtime shall be distributed from the inverse order of the seniority list, with the least senior employee within the classification being ordered first and the second least senior being ordered next. It is understood that an Assistant Supervisor can be mandated for Telecommunicator overtime.

The Sheriff or the Sheriff's designated representative shall make a reasonable effort in accord with the Sheriff's right and duty to maintain efficiency, determine duty assignments and schedule overtime in a manner most advantageous to the department. The Sheriff or the Sheriff's designated representative shall call/contact the employee whose name appears at the top of the list when there is work to be offered. Then, on a continuous, rotating basis, beginning with the next employee's name, the employee shall be called as needed. If the employee is unavailable or unable to work the overtime, the next employee named on the list shall be called. The procedure shall be repeated as necessary until the number of employees required for the overtime work has been selected. Once all full-time telecommunicators have been offered the overtime, part time telecommunicators shall be offered the overtime prior to a full-time telecommunicators being mandated.

It is understood that in the event of an emergency, the above overtime assignment procedure may be waived. It is further understood and agreed that when overtime work of a specialized nature is involved, then the Sheriff or the Sheriff's designated representative may give

first priority to those employees who have the required knowledge, skills, or abilities necessary to perform the specialized work.

Section 20.10 – Call-Back

Employees called back to duty after the end of or before the start of their regular shift shall receive a minimum of two (2) hours compensation at time and one-half (1½) their regular rate of pay.

Section 20.11 – Court Time

Employees not on duty who are required to attend court or who are required to remain at home waiting to be called to attend court shall receive a minimum of two (2) hours compensation at time and one-half (1½) their regular rate of pay.

Section 20.12 – Compensatory Time

- (a) Compensatory time may be earned at the rate of one and one-half (1½) hours for each one (1) hour worked beyond the end of a normally scheduled work shift.
- (b) Time and one-half (1½) will be compensated when an employee is required to work their scheduled day off or to work a shift other than their regularly scheduled shift.
- (c) Any/all compensatory time presently accumulated would be satisfied by payment in full at the time of:
 - (i) permanent retirement (as opposed to disability retirement) from the Sheriff's Office;
 - (ii) resignation or termination from the Sheriff's Office; or
 - (iii) death while employed by the Sheriff's Office.
- (d) Employees may carry a maximum of sixty (60) hours compensatory time at any time. Any hours beyond sixty (60) will be paid at the employee's current hourly rate of pay. Compensatory Time may be taken in increments of not less than one (1) hour.
- (e) All accumulated compensatory time in excess of twenty-four (24) hours shall be paid at the end of the fiscal year.

Section 20.13 – Benefit Time

Any employee who retires with at least twenty (20) years of service shall receive all due benefit time.

ARTICLE XXI – WAGES/COMPENSATION/ALLOWANCES

Section 21.1 – Base Pay Schedule

The wage schedule effective 12/1/2022 through 11/30/2026 are attached to this Agreement as Appendix A.

Section 21.2 – Assistant Supervisor

An Assistant Supervisor's annual salary shall be seven and one-half percent (7.5%) greater than their regular annual rate as defined in Section 21.1.

Section 21.3 – Years of Service

For purposes of this Article only, "Years of Service" shall be defined as the employee's continuous length of service within the bargaining unit including time as an employee of the Logan County Emergency Telephone Board.

Section 21.4 – Above Entry Pay

At the discretion of the Sheriff, a new employee who has previous telecommunications experience in the State of Illinois may start at a salary up to the "After Five (5)" step in the wage scale as identified in Section 21.1. It is agreed that, should the Sheriff decide to start a new employee at a salary other than the starting salary, the new employee shall only start at a step which is commensurate with the years of service the new employee has completed with Logan County previously another agency in the State of Illinois. It is understood that a new employee shall remain at the step they start at, until such time they reach the next step in the pay scale (e.g., a new employee starting at the five (5) year mark will not go to the next step, until working six (6) years with Logan County).

Telecommunicator Cathy Hopp shall immediately move to the "After Three (3)" step upon ratification of this Agreement, and she shall then move to the "After Four (4) step on November 16, 2023. Thereafter Telecommunicator Cathy Hopp shall move in accordance with November 16, 2019 seniority date.

ARTICLE XXII – INSURANCE AND PENSION

Section 22.1 – Insurance

(a) Life Insurance

The current coverage for life insurance shall remain in full force and effect for the duration of the contract.

(b) Health Insurance

The County shall maintain coverage substantially similar to the coverage provided at the execution of the current agreement. Employees shall continue to pay a like amount for the coverage of their choosing while the County shall continue to pay the difference between that which the

employee pays and the remainder of said coverage costs. In the event changes are made that are not substantially similar, the parties agree to bargain those changes with wages.

(c) Opt-Out

Effective July 1, 2020, only Employees that currently receive the compensation of two-hundred seventy-five dollars (\$275.00) per month for opting out of the County offered health insurance shall continue to receive such compensation as long as Employee provides proof of other health insurance to Sheriff. The compensation will be divided into equal payroll installments. If Employee has opted out of the County covered insurance and requests to opt back in, that request must be in writing and Employee is only eligible to enroll during open enrollment when it is offered to Logan County Sheriff's Office staff. Once the Employee opts-in to County health insurance coverage, they are no longer eligible for the opt-out option.

Section 22.2 – Retirees' Eligibility

Upon retirement after twenty (20) years or more service, the employee shall retain the option to remain as a member of the County's group health program. The employee shall pay any and all premiums and costs required by the group carrier. This option shall expire when the employee reaches the age of sixty-five (65).

In the event that the County deems it necessary to change health insurance carriers, it shall make a reasonable, good-faith effort to negotiate continuation of the retiree eligibility option with the new carrier.

Section 22.3 – Pensions

The County shall continue to contribute on behalf of the employees to the Illinois Municipal Retirement Fund in the amount the County is required to contribute under Illinois law.

Section 22.4 – Insurance Advisory Committee

Employers agree to establish within three (3) months of the signing of this Agreement an Insurance Advisory Committee. Said Committee shall be comprised of one representative from Unions in the County and an equal number of representatives designated by the County Board. The Insurance Advisory Committee shall only be advisory in nature and shall have the right to make recommendations to the County board. The Insurance Advisory Committee shall meet as often as necessary and shall review insurance affecting employees.

ARTICLE XXIII – LABOR MANAGEMENT/SAFETY COMMITTEE

Section 23.1 – Labor Management Conferences

The Labor Council and the Sheriff mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between the Labor Council and/or union representatives and responsible administrative representatives of the Sheriff. Such meetings may be requested at least seven (7) days in advance by either party via

written request to the other for a labor-management conference and expressly providing the agenda for such meeting. Such meetings and locations shall be limited to:

- (a) discussion of the implementation and general administration of this Agreement.
- (b) a sharing of general information of interest to the parties.
- (c) notifying the Labor Council and/or the Union of changes in non-bargaining conditions of employment contemplated by the Sheriff which may affect employees.
- (d) discussion of pending grievances on a non-binding basis to attempt to adjust such grievances and to discuss procedures for avoiding further grievances.
- (e) Items concerning safety issues.

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

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

Section 23.2 – Integrity of Grievance Procedure

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

Section 23.3 – Safety Issues

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

Section 23.4 – Disabling Equipment Defects

The Sheriff's Office recognizes its obligation to provide safe equipment to the employees. No employee shall be required to use any equipment that the Sheriff and the Labor Council and/or Union mutually agree is defective because of a disabling condition.

Section 23.5 – Union Rep Attendance

When absence from work is required to attend labor-management conferences, union members shall, before leaving their workstation, give reasonable notice to and receive approval from their supervisor in order to remain in pay status. Supervisors shall approve the absence except in emergency situations. Union members attending such conferences shall be limited to three (3).

Travel expenses associated with any labor-management conferences shall be the responsibility of the Union members.

ARTICLE XXIV – SUBSTANCE ABUSE TESTING

Section 24.1 – Statement of Employers’ Policy

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

Section 24.2 – Prohibitions

Employees shall be prohibited from:

- (a) consuming or possessing alcohol, illegal or non-prescribed controlled substances at any time during the workday or anywhere on any County or Sheriff’s Office premises or job sites, including all County or Sheriff’s Office buildings, properties, vehicles, and the employee’s personal vehicle while engaged in County or Sheriff’s Office business, except as required in the line of duty;
- (b) illegally selling, purchasing, or delivering any illegal or non-prescribed controlled substances, except as required in the line of duty;
- (c) being under the influence of alcohol or illegal or non-prescribed controlled substances during the course of the workday;
- (d) failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

Section 24.3 – Drug and Alcohol Testing Permitted

When the Sheriff has reasonable suspicions to believe that an employee is under the influence of alcohol, illegal, or non-prescribed controlled substances during the course of the workday, the County shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. There shall be no random or unit-wide testing of employees, except random testing of an individual officer as authorized in Section 24.8 below. The foregoing shall not limit the right of the Sheriff to conduct such test as it may deem appropriate for persons seeking employment prior to their date of hire.

Section 24.4 – Order to Submit to Testing

At the time an employee is ordered to submit to testing authorized by this Agreement, the Sheriff shall provide the employee with a written notice of the order, setting forth all of the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. The employee shall be permitted a reasonable opportunity to consult with a

representative of the Labor Council at the time the order is given. No questioning of the employee shall be conducted without first affording the employee the right to Labor Council representation and/or legal counsel. Refusal to submit to such testing may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that they may have.

Section 24.5 – Tests to be Conducted

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

- (a) use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the Substance Abuse and Mental Health Services Administration (SAMHSA);
- (b) ensure that the laboratory or facility selected conforms to all SAMHSA standards;
- (c) establish a chain of custody procedure for both sample collection and testing that will ensure the integrity of the identity of each sample and test result. No employee covered by this Agreement shall be permitted at any time to become a part of such chain of custody;
- (d) collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test, and a sufficient amount to be set aside reserved for later testing if requested by the employee;
- (e) collect samples in such a manner as to preserve the individual employee's right to privacy, insure a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample, except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable belief that the employee has attempted to compromise the accuracy of the testing procedure;
- (f) confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography, plus mass spectrometry or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug metabolites;
- (g) provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense; provided the employee notifies the Sheriff within seventy-two (72) hours of receiving the results of the tests;
- (h) require that the laboratory or hospital facility report to the Sheriff that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing, or the results thereof be obtained by the County inconsistent with the understandings expressed herein (e.g., billings for testing that

reveal the nature or number of tests administered), the Sheriff will not use such information in any manner or forum adverse to the employee's interests;

- (i) require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results that show an alcohol concentration of .00 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive. For purposes of this section, the only digits in the test result that shall be recognized and enforced shall be the one-tenth and one-hundredth digits (i.e., .##);
- (j) provide each employee tested with a copy of all information and reports received by the Sheriff in connection with the testing and the results;
- (k) ensure that no employee is the subject of any adverse employment action except emergency temporary reassignment with pay during the pendency of any testing procedure. Any such emergency reassignment shall be immediately discontinued in the event of a negative test result.

Section 24.6 – Right to Contest

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

Section 24.7 – Voluntary Requests for Assistance

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

Section 24.8 – Discipline

In the first instance that an employee is found to be under the influence of alcohol, and all employees who voluntarily seek assistance with drug and/or alcohol related problems, shall not be subject to any disciplinary or other adverse employment action by the Sheriff. The foregoing is conditioned upon:

- (a) the employee agreeing to appropriate treatment as determined by the physician(s) involved;
- (b) the employee discontinues their use of illegal or non-prescribed controlled substance or abuse of alcohol;
- (c) the employee completes the course of treatment prescribed, including an “after-care” group for a period of up to twelve (12) months;
- (d) the employee agrees to submit to random testing during hours of work during the period of “after-care.”

Employees who do not agree to the foregoing, or who test positive on both the initial and the confirmatory test for drugs, or who test positive a second or subsequent time for the presence of alcohol during the hours of work shall be subject to discipline, up to and including discharge.

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

Employees who are taking prescribed or over-the-counter medication that have adverse side effects which interfere with the employee’s ability to perform their normal duties may be temporarily reassigned with pay.

ARTICLE XXV – GENERAL PROVISIONS

Section 25.1 – Work Rules

The provisions of all Logan County Sheriff’s Office Procedural Manual, in effect on the date of the execution of this Agreement and not in conflict with this Agreement, shall remain in full force and effect as work rules.

Section 25.2 – Maintenance of Standards

All economic benefits and work practices not in conflict with this Agreement and currently in effect shall continue and remain in effect for the term of this Agreement.

Section 25.3 – Bulletin Boards

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

Section 25.4 – Training

The Sheriff agrees to provide a minimum of twelve (12) hours annual training to include video on-site.

ARTICLE XXVI – SAVINGS CLAUSE

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

ARTICLE XXVII – COMPLETE AGREEMENT

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 XXIII – DURATION AND SIGNATURE

Section 28.1 – Term of Agreement

This Agreement shall be effective from December 1, 2022 and shall remain in full force and effect until November 30, 2026. 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 party not more than one hundred and twenty (120) days or less than ninety (90) 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 actual date of receipt.

Section 28.2 – Continuing Effect

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

Section 28.3 – Reopener

The parties agree that if either side decides to reopen negotiations making any changes in the Agreement, the other party may so notify the other at least ninety (90) days and no more than one-hundred and twenty (120) days prior to the expiration of this Agreement or the extension thereof. In the event such notice to negotiate is given, then the parties shall meet not later than ten

(10) days after the date of receipt of such notice, or at such reasonable times as are agreeable to both parties for the purposes of negotiation. All notices provided for in this Agreement shall be served upon the other party by registered mail, return receipt requested. Any impasses at said negotiations shall be resolved by invoking the procedures of Section 14 of the Illinois Public Labor Relations Act.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 19th day of January, 2023.

FOR THE EMPLOYER

Evelyn Davenport
County Board Chair

County Clerk (SEAL)

Shawn Marshall
Sheriff

FOR THE UNION:

Margaret [Signature]
Member

Cathy Hopp
Member

Member

Member

[Signature]
Dan Bailey, Field Representative

APPENDIX A – BASE PAY SCHEDULE

Years of Service	12/1/2022	12/1/2023	12/1/2024	12/1/2025
Start	\$39,328	\$41,294	\$42,946	\$44,664
After 1	\$48,950	\$51,398	\$53,454	\$55,592
After 2	\$49,684	\$52,169	\$54,255	\$56,426
After 3	\$50,419	\$52,940	\$55,058	\$57,260
After 4	\$51,153	\$53,710	\$55,859	\$58,093
After 5	\$51,888	\$54,482	\$56,661	\$58,928
After 6	\$52,621	\$55,252	\$57,463	\$59,761
After 7	\$53,356	\$56,024	\$58,265	\$60,595
After 8	\$54,090	\$56,794	\$59,066	\$61,429
After 9	\$54,825	\$57,566	\$59,868	\$62,263
After 10	\$55,558	\$58,336	\$60,670	\$63,097
After 12	\$56,293	\$59,108	\$61,472	\$63,931
After 14	\$57,027	\$59,878	\$62,273	\$64,764
After 16	\$57,762	\$60,650	\$63,076	\$65,599
After 18	\$58,496	\$61,421	\$63,877	\$66,433
After 20	\$59,230	\$62,192	\$64,679	\$67,266
After 22	\$59,964	\$62,963	\$65,481	\$68,100
After 24	\$60,699	\$63,734	\$66,283	\$68,934
After 26	\$61,433	\$64,505	\$67,085	\$69,768

APPENDIX B – 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 Employers, Logan County Sheriff, and County of Logan, 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 Employers to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of my employment, in such manner as it so directs.

Date: _____ Signed: _____

Address: _____

City: _____

State: _____ Zip: _____

Telephone: _____

Personal E-mail: _____

Employment Start Date: _____

Title: _____

Employer, please remit all dues deductions to:

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

(217) 698-9433

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



APPENDIX C - GRIEVANCE FORM

(use additional sheets where necessary)

Date Filed: _____
Department: _____

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

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 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 RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

Lodge/Unit No. / Year / Grievance No.

STEP THREE

Reasons for Advancing Grievance: _____

Given To: _____

Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP FOUR

Reasons for Advancing Grievance: _____

Given To: _____

Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S 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