

# ILLINOIS FOP LABOR COUNCIL

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and

## ADAMS COUNTY BOARD / ADAMS COUNTY SHERIFF

**Court Services Unit**

FRATERNAL  
ORDER

**December 1, 2024 – November 30, 2027**

Springfield - Phone: 217-698-9433 / Fax: 217-698-9487  
Western Springs - Phone: 708-784-1010 / Fax: 708-784-0058

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## **ARTICLE 1 – PREAMBLE**

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

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

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

## **ARTICLE 2 – RECOGNITION**

### **Section 2.1 – Unit Description**

The Sheriff hereby recognizes the Union as the sole an exclusive collective bargaining representative for collective bargaining on matters relating to wages, hours, and other terms and conditions of employment pursuant to the State of Illinois, Illinois Labor Relations Board State Panel, Case No. S-UC-(S)-18-026 dated March 7, 2018, as follows:

**Included:** All full-time and regular part-time employees of the Adams County Sheriff's office in the following classifications: Bailiff, Court Security, Civil Process, and Supervisor.

**Excluded:** All other individuals employed by the County of Adams, as well as all confidential, managerial and supervisory employees within the meaning of the Illinois Public Labor Relations Act.

Upon execution of this Agreement, the Parties agree to jointly file a Petition for Unit Clarification to amend the Unit Certification to the following:

**Included:** All full-time and regular part-time employees of the Adams County Sheriff's office in the following classifications: Bailiff, Civil Process, Court Security Officer, Court Security Supervisor, and Vehicle Fleet Manager/SWAP Coordinator.

**Excluded:** All other individuals employed by the County of Adams, as well as all confidential, managerial and supervisory employees within the meaning of the Illinois Public Labor Relations Act.

## **Section 2.2 – Supervisors/Bargaining Unit Work**

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

## **ARTICLE 3 – NEW CLASSIFICATIONS AND JOB VACANCIES**

### **Section 3.1 – New Classifications**

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

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

The Step 2 grievance committee or arbitrator shall determine the reasonableness of the proposed salary grade in relationship to:

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

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

If the decision of the Step 2 grievance committee or arbitrator is to increase the pay grade of the position classification, such rate change shall be applied retroactive to the date of its installation.

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

### **Section 3.2 – Vacancies**

Job vacancies shall be posted for bid by current Sheriff's Office personnel who are qualified to apply for said opening prior to offering the opening to outside applicants.

## **ARTICLE 4 – NO STRIKE**

### **Section 4.1 – No Strike Commitment**

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

### **Section 4.2 – Performance of Duty**

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

### **Section 4.3 – Resumption of Operations**

In the event of action prohibited by Section 4.1 above, the Union immediately shall disavow such action and request the employees to return to work and shall use its best efforts to achieve a prompt resumption of normal operations. The Union, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

### **Section 4.4 – Union Liability**

Upon the failure of the Union to comply with the provisions of Section 4.2 above, any agent or official of the Union who is an employee covered by this Agreement may be subject to the provisions of Section 4.5 below.

### **Section 4.5 – Discipline of Strikers**

Any Employee who violates the provisions of Section 4.1 of this Article shall be subject to immediate discharge. Any action taken by the Sheriff against any employee who participates in action prohibited by Section 4.1 above shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure, except that the issue of whether an employee in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure.

### **Section 4.6 – No Lockout**

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

## **ARTICLE 5 – MANAGEMENT RIGHTS**

### **Section 5.1 – Management Rights**

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

- (a) to determine the organization and operations of the Sheriff;
- (b) to determine and change the purpose, size, composition and function of the work force;
- (c) to set standards for the services to be offered the public;
- (d) to direct the employees, including the right to assign work and overtime;
- (e) to hire, examine, evaluate, classify, investigate the conduct and performance of, select, promote, reinstate, restore to positions, train, transfer and assign employees;
- (f) to increase, reduce or change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work or funds or other proper reasons;
- (g) to establish, modify, combine, abolish and determine the work content and functions of all job positions and classifications;
- (h) to determine methods of operation, equipment or facilities;
- (i) to suspend, demote, discharge or take other disciplinary action against employees for just cause;
- (j) to establish and amend policies, procedures, rules and regulations relating to the operations of the Sheriff and job duties, conduct and activities of its employees and the terms of employment except as otherwise expressly provided or restricted by the collective bargaining agreement. The Union will receive a thirty (30) day notice of any changes in policies or procedures as defined herein; the Union shall be allowed input on an advisory basis. Any changes made shall be provided in writing to all employees prior to implementation.

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

### **Section 5.2 – Secondary Employment**

All employees covered by this Agreement who desire to perform work for any other entity shall seek prior approval for such employment from the Employer. Any full-time employee

working secondary employment prior to May 1, 2017, shall be exempt only from obtaining prior approval for the secondary employment they were working prior to May 1, 2017, but must still notify the Sheriff of said secondary employment.

In the event any employee is employed by any other entity, said employment shall not:

- (a) Effect the performance of their duties;
- (b) Interfere with any operations of the Employer;
- (c) Affect an employee's availability;
- (d) Involve any type of employment or enterprise which involves the dispensing of alcoholic beverages by drink or by the bottle or which involves any type of security-related employment or enterprise in any establishment in which the primary business is the dispensing of alcoholic beverages while that establishment is open; and/or
- (e) Constitute, nor appear to constitute, a conflict of interest with employment for the Employer.

Should the Employer determine that an employee's outside employment does not conform to the requirements set forth in this Section; the Employer may order the employee to terminate the outside employment, subject to reasonable notice, with an explanation as to the order. Any request by an employee for secondary employment shall not be unreasonably denied.

### **Section 5.3 – Civil Emergencies**

The determination of what constitutes a "civil emergency" is at the sole discretion of the Employer. Typically, civil emergency conditions include, but are not limited to, riots, civil disorders, tornado conditions, floods, or other similar catastrophes.

Upon oral notice to a Union representative at a practical time, the provisions of this Agreement may be suspended by the Employer during the time of the emergency, provided wage rates and all economic benefits shall not be suspended. Any grievance timetables shall be frozen during the civil emergency but shall reconvene after the emergency.

It is mutually understood and agreed that, under this Agreement, County and Sheriff's Office employees that are not members of the bargaining unit shall be allowed to perform bargaining unit work in cases where a civil emergency exists.

### **ARTICLE 6 – IMPASSE ARBITRATION**

The parties agree that impasses subject to Section 14 of the Illinois Public Sector Labor Relations Act (5 ILCS 315/14) shall be resolved in accordance with that Section and the Rules and Regulations of the Illinois Labor Relations Board except that all hearings shall be held in Quincy, Illinois.

## **ARTICLE 7 – PERSONNEL FILES**

### **Section 7.1 – Personnel Files**

The County agrees to abide by the lawful requirements of the Personnel Records Review Act, 820 ILCS 40/1-40/13 as amended.

### **Section 7.2 – Inspection**

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

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

### **Section 7.3 – Notification**

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

### **Section 7.4 – Limitation on Use of File Material**

It is agreed that any material and/or matter not available for inspection, such as provided in Section 7.1 and 7.2 above, shall not be used in any manner or any forum adverse to the Employee's interests.

## **ARTICLE 8 – DISCIPLINE AND DISCHARGE**

### **Section 8.1 – Discipline and Discharge**

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

- (a) oral reprimand;

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

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

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

### **Section 8.2 – Limitation**

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

### **Section 8.3 – Pre-disciplinary Meeting**

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

### **Section 8.4 – Investigatory Interviews**

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

### **Section 8.5 – Written Notice**

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

### **Section 8.6 – Psychological Testing**

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

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

The employee shall retain all rights as afforded to them under the provisions of the ILCS dealing with mental health.

**Section 8.7 – Appeals of Discipline and Discharge**

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

Employees may appeal written reprimands, suspensions, and discharges by filing a written grievance with the Sheriff at Step 13.8 of this Agreement within five (5) business days of being notified of the discipline (business days are defined as Monday through Friday, excluding holidays listed in Article 20). If a written grievance is not filed with the Sheriff within five (5) business days, the discipline shall not be appealable.

The Sheriff shall have five (5) business days from receipt of the grievance to respond to the grievance. If the Sheriff does not respond within the five-business day period, the grievance shall be deemed denied.

If the Sheriff denies the grievance, the Union may advance the grievance directly to the Step 3 of the grievance procedure in Section 13.8 of this Agreement. The Union must notify the Sheriff or their designee in writing within ten (10) business days of the receipt of the Sheriff's denial that the grievance is being advanced to arbitration. If the grievance is not advanced to arbitration within ten (10) business days, the grievance shall not be reviewable and the Sheriff's determination at Step 1 shall stand.

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

**ARTICLE 9 – SICK LEAVE**

**Section 9.1 – Allowance**

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

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

## **Section 9.2 – Accumulation**

- (a) Each employee shall receive ten (10) working days of sick leave each calendar year on January 1<sup>st</sup>. Effective January 1, 2026, each employee shall receive eighty (80) hours of sick leave on January 1<sup>st</sup> of each calendar year.
- (b) Employees hired after January 1<sup>st</sup> shall have their sick leave pro-rated based on the number of months remaining in the calendar year.
- (c) Sick Leave may be used in one (1) hour increments.

## **Section 9.3 – Procedures**

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

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

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

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

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

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

## **Section 9.4 – Sick Leave Abuse Sanctions**

For the purposes of the provisions contained in this Article, "abuse" of sick leave is the utilization of such for reasons other than those stated in Section 9.1 of this Article.

Upon sufficient evidence of the abuse of such sick leave, the employee shall not be paid for such leave taken nor shall the employee accrue any rights such as seniority or other rights.

Continued “abuse” of sick leave shall subject the employee to disciplinary action pursuant to the terms of this Agreement. All employees agree to cooperate fully with the Office in verifying illness, including the admission of a supervisor to the employee’s home during their normally assigned working hours, when requested, if reasonable suspicion of sick leave abuse exists.

**Section 9.5 – Sickness in the Family**

An employee may use sick leave benefits for absences due to an illness, injury, or medical appointment of the employee’s child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, on the same terms upon which the employee is able to use sick leave for the employee’s own illness or injury.

**Section 9.6 – Sick Time Donation**

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

**Section 9.7 – Maximum Sick Leave Accrual**

*(a) Maximum Accrual*

Employees may accumulate and carry over a maximum of seven hundred twenty (720) hours from year to year.

*(b) IMRF Service Credit*

Any sick leave accrued in excess of the seven hundred twenty (720) sick leave cap shall be applied toward Illinois Municipal Retirement Fund (IMRF) pension service credit only up to a maximum of two hundred forty (240) days, as provided for under Illinois law. At retirement, all remaining unused sick leave shall be applied toward IMRF pension service credit, as provided for under Illinois law.

*(c) No Monetary Compensation*

Unused sick leave shall not be paid to the employee upon layoff, resignation, retirement, or termination.

**ARTICLE 10 – CONFERENCES AND TRAVEL ALLOWANCE**

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

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

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

## **ARTICLE 11 – COLLECTIVE BARGAINING**

### **Section 11.1 – Negotiations**

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

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

### **Section 11.2 – Bargaining Unit**

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

## **ARTICLE 12 – SUBCONTRACTING**

If the current practice will no longer be in effect, the parties agree to negotiate over new terms.

## **ARTICLE 13 - DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE**

### **Section 13.1 – Definition of a Grievance**

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

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

### **Section 13.2 – Dispute Resolution**

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

The employee shall make their complaint to the Chief Deputy within ten (10) business days of when the employee knew or should have known of the occurrence (business days are defined as Monday through Friday, excluding holidays listed in Article 20). The Chief Deputy will notify the employee of the decision within ten (10) business days following the day when the complaint was made. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances. In the event of a complaint, the employee shall first complete their assigned work task and complain later. In the event the Chief Deputy is not available within the prescribed time limits, that grievance shall commence at Step 1 of the grievance procedure.

### **Section 13.3 – Representation**

Grievances may be processed by the Union on behalf of an employee or on behalf of a group of employees. Either party may have the grievant or one (1) grievant representing a group of grievants present at any step of the grievance procedure, and the employee is entitled to Union representation at each and every step of the grievance procedure upon their request.

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.

### **Section 13.4 – Subject Matter**

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

### **Section 13.5 – Time Limitations**

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

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

### **Section 13.6 – Grievance Processing**

No employee or Union representative shall leave their work assignment to investigate, file or process grievances without first securing permission of their supervisor. 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 13.7 – Grievance Meetings**

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

### **Section 13.8 – Steps in Procedure**

Disputes arising under this Agreement shall be resolved as follows:

#### **(a) Step 1 – Sheriff**

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

#### **(b) Step 2 – Sheriff and County Board**

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

#### **(c) Step 3 – Arbitration**

If the dispute is not settled at Step 2, the matter may be submitted to arbitration within ten (10) business days after the Committee's written decision or the expiration of the five (5) day period if the Committee fails to render a written decision. The parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. Either party shall have the right to reject an entire list of arbitrators. The arbitrator shall be selected from the list of seven

(7) by alternate strikes by the Sheriff representative and the Union. (The Sheriff and the Union shall flip a coin to determine who should strike first.). The person whose name remains on the list shall be the arbitrator. The arbitrator shall be notified of his selection by a joint letter from the Sheriff and the Union. Such letter shall request the arbitrator to set a time and a place for the hearing subject to the availability of the Sheriff and Union representatives and shall be notified of the issue where mutually agreed by the parties. All hearings shall be held in the City of Quincy, Illinois unless otherwise agreed to, in writing.

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

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

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

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

## **ARTICLE 14 – SENIORITY**

### **Section 14.1 – Definition of Seniority**

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

### **Section 14.2 – Probation Period**

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

### **Section 14.3 – Seniority List**

The Sheriff and Union have agreed upon the initial seniority list setting forth the present seniority dates for all employees covered by this Agreement and shall become effective on or after

the date of execution of this Agreement. Such lists shall finally resolve all questions of seniority affecting employees covered under this Agreement or employed at the time the Agreement becomes effective. Disputes as to seniority listing shall be resolved through the grievance procedure. The initial agreed list is attached hereto as Appendix B and made a part hereof.

#### **Section 14.4 – Termination of Seniority**

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

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

#### **Section 14.5 – Seniority While on Leave**

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

#### **Section 14.6 – Conflicts in Vacation**

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

#### **Section 14.7 – Seniority with the Sheriff**

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

#### **Section 14.8 – Movement to Another Bargaining Unit**

Any employee moving to another Adams County bargaining unit shall have their seniority frozen at their last completed year, which shall resume at that point, in the event the employee returns to the Court Services Bargaining Unit.

#### **Section 14.9 – Same Date of Appointment Seniority Determination**

If more than one (1) employee is appointed to their position on the same date, the first determination of who has seniority rights over the other shall revert to hire date with the Sheriff

regardless of bargaining unit. If all factors are equal, then a coin toss shall determine who has seniority over the other.

## **ARTICLE 15 – LABOR/MANAGEMENT CONFERENCES**

### **Section 15.1 – Labor Management Conferences**

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

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

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

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

### **Section 15.2 – Integrity of Grievance Procedure**

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

### **Section 15.3 – Union Rep Attendance**

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

## **ARTICLE 16 – SAFETY COMMITTEE**

### **Section 16.1 – Cooperation**

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

### **Section 16.2 – Safety Committee**

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

### **Section 16.3 – Disabling Defects**

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

## **ARTICLE 17 – GENERAL PROVISIONS**

### **Section 17.1 – Use of Masculine Pronoun**

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

### **Section 17.2 – Work Rules**

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

### **Section 17.3 – Bulletin Board**

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

### **Section 17.4 – Time Sheets and Records**

The Lodge or Union representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute

or any other records of the employee pertaining to a specific grievance, at reasonable times with the employee's consent.

**Section 17.5 – County to Replace Personal Effects**

The Sheriff agrees to repair or replace based on reasonable and customary cost of replacement as necessary, an employee's eye glasses, contact lenses and other personal effects, items over two hundred (\$200.00) dollars as documented with and approved by the Sheriff, including uniforms if such are damaged or broken, if during the course of the employee's duties the employee is required to exert physical force, is attacked by another person or damage is caused during the performance of their duties. Incident to be documented with immediate supervisor as soon as possible after the incident occurs.

**Section 17.6 – Exposure to Contagious Diseases**

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

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

**Section 17.7 – Continuing Compensation**

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

**Section 17.8 – Accumulation and Use of Benefit Time**

- (a) Sick leave, Vacation Leave and Personal Leave shall be prorated and adjusted to the calendar year for any new employees.
- (b) If any time has been used and not yet earned when an employee leaves the employment of the Sheriff, the employee shall reimburse the Sheriff who is authorized to deduct any time owed from their final paycheck.

**Section 17.9 – Exempt Position**

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

**Section 17.10 – Overtime List**

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

**ARTICLE 18 – EMPLOYEE TESTING**

**Section 18.1 – Statement of County Policy**

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

**Section 18.2 – Prohibitions**

Employees shall be prohibited from:

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

**Section 18.3 – Drug and Alcohol Testing Permitted**

*(a) Reasonable Suspicion*

Where the Sheriff or their designee has reasonable suspicion to believe that an employee is then under the influence of alcohol, cannabis, or illegal drugs during the course of the workday, the Sheriff shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. At least one (1) (non-bargaining unit) supervisory personnel who are not members of the bargaining unit represented by the Union must certify their reasonable suspicions concerning the affected employee prior to any order to submit to the testing authorized herein.

*(b) Pre-Employment*

The foregoing shall not limit the right of the Sheriff to conduct such tests as it may deem appropriate for persons seeking employment prior to their date of hire.

**Section 18.4 – Order to Submit to Testing**

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

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

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

### **Section 18.5 – Tests to be Conducted**

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

- (a) use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the Substance Abuse and Mental 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 body fluid or material from an employee to allow for initial screening a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the employee;
- (e) collect samples in such a manner as to insure a high degree of security for the sample and its freedom from adulteration;
- (f) confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography mass spectrometry (gcms) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;
- (g) provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing at the employee's own expense provided the employee notifies the Sheriff within seventy-two (72) hours of receiving the results of the tests;
- (h) require that the laboratory or hospital facility report to the County that a blood or urine sample is positive only if both the initial screening and confirmation tests are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the County

inconsistent with the understandings expressed herein (e.g. billings for testing that reveal the nature or number of tests administered) the County will not use such information in any manner or forum adverse to the employee's interests;

- (i) require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results that showing an alcohol concentration of .04 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive. (Note: The foregoing standard shall not preclude the County from attempting to show that test results between .01 and .04 demonstrate that the employee was under the influence but the County shall bear the burden of proof in such cases.);
- (j) provide each employee tested with a copy of all information and reports received by the County in connection with the testing and the results;
- (k) ensure that no employee is the subject of any adverse employment action except temporary reassignment or relief from duty with pay during the pendency of any testing procedure. Any such temporary reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.
- (l) for the purpose of determining whether an employee is under the influence of alcohol, the Sheriff may use a properly certified breath testing machine.

#### **Section 18.6 – Right to Contest**

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

#### **Section 18.7 – Voluntary Requests for Assistance**

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

### **Section 18.8 – Discipline**

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

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

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

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

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

### **Section 18.9 – Random Drug Testing**

The Sheriff may institute random drug testing. At any time random drug testing is initiated, those officers or sworn supervisory personnel to be tested shall be chosen using random sampling methods and shall not exceed fifty percent (50%) of officers per year except as otherwise provided

in this Article. The Union has the right to have two (2) representatives present at the random drawing. Upon completion of the testing, the names of the person shall return to the pool from which the next random sampling is chosen.

- (a) Refusal to submit to drug, cannabis and/or alcohol testing or proven adulteration by an officer of a sample submitted to testing may be grounds for discipline up to and including termination.
- (b) Any officer who tests positive for the presence of illegal drugs on both the preliminary and confirmatory tests may be subjected to discipline up to and including termination from the department.

In conducting the testing authorized by this Section the County shall follow the guidelines as established in Section 18.5 of this Article.

**Section 18.10 – Post Shooting Drug Testing**

In the event an officer discharges their firearm causing injury or death to a person or persons during the performance of their duties, they must submit to drug, cannabis, 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 19 – WORKING OUT OF CLASSIFICATION**

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

**ARTICLE 20 - HOLIDAYS**

**Section 20.1 – Designated Holidays**

The Court Services Officers shall receive the same holidays as listed for the Courthouse personnel, but not less than thirteen (13) holidays annually. Employees shall be assigned off for the holidays listed below:

- |                               |                        |
|-------------------------------|------------------------|
| New Year's Day                | Labor Day              |
| Martin Luther King's Birthday | Columbus Day           |
| Lincoln's Birthday            | Veterans Day           |
| Washington's Birthday         | Thanksgiving Day       |
| Good Friday                   | Day after Thanksgiving |
| Memorial Day                  | Christmas Eve          |
| Juneteenth                    | Christmas Day          |
| Independence Day              |                        |

## **Section 20.2 – Holiday Compensation**

All employees whose regularly scheduled workday falls on a designated holiday shall be assigned off, however, if assigned to work on a holiday, they shall be compensated at the time and one half (1 1/2 X) their hourly rate; the half time may be taken as cash or comp-time, option employee. If the employee selects comp-time, it shall be placed in the compensatory time bank subject to the cap.

## **Section 20.3 – Designated Holidays**

If a holiday, as identified in Section 20.1 above, falls on a Saturday, the employee shall receive the preceding Friday off; if the holiday falls on a Sunday, the employee shall receive the following Monday off.

## **ARTICLE 21 – NON-DISCRIMINATION**

### **Section 21.1 – Equal Employment Opportunity**

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

### **Section 21.2 – Prohibition Against Discrimination**

The provisions of this Agreement shall be applied equally to all Employees in the bargaining unit without “unlawful discrimination” as defined in Section 1-103 of the Illinois Human Rights Act [775 ILCS 5/1-103] and/or in violation of the Illinois Human Rights Act [775 ILCS 5/1-101, et. seq.] or any Federal Laws regarding discrimination.

### **Section 21.3 – Union Membership or Activity**

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

### **Section 21.4 – No Dual Remedies**

Alleged violations of this Article which may also be the subject of a charge before a State or Federal agency shall not be grievable but must instead be filed with the appropriate State or Federal agency.

## **ARTICLE 22 – LAY-OFF/RECALL**

### **Section 22.1 – Layoff**

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

### **Section 22.2 – Layoff Order**

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

### **Section 22.3 – Recall**

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

In the event of recall, eligible employees shall receive notice of recall either by actual notice or by certified mail, return receipt requested. It is the responsibility of all employees eligible for recall to notify the Sheriff of their current address. Upon receipt of the notice of recall, employees shall have seven (7) calendar days to notify the Sheriff of their acceptance of the recall. The employee shall have seven (7) calendar days thereafter to report for duty.

## **ARTICLE 23 – BILL OF RIGHTS**

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

Nothing in this Article is intended to or should be construed to waive employee's right to union representation during questioning that the employee reasonably believes may lead to discipline.

## **ARTICLE 24 – VACATION DAYS**

### **Section 24.1 – Entitlement**

- (a) Vacation leave begins accruing on the employee's first day of employment.
- (b) Newly hired full-time employees must be employed for at least ninety (90) calendar days prior to taking any vacation leave.
- (c) If the employee is not retained after the probationary period, they shall be entitled to a prorated amount of vacation days due.

### **Section 24.2 – Vacation Leave Accrual**

*(a) Vacation Leave Prior to January 1, 2026*

Full-time employees receive vacation benefits following the schedule:

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

(b) Vacation Leave for Use in 2026

On January 1, 2026, then current full-time employees shall receive a one-time credit to their vacation leave as follows:

<b>Years of Service</b>	<b>Vacation Time</b>
Less than five (5) years	Eighty (80) hours
Five (5) through nine (9) years	One hundred twenty (120) hours
Ten (10) through fourteen (14) years	One hundred sixty (160) hours
Fifteen (15) or more years	Two hundred (200) hours

The Vacation Leave credited to then current full-time employees on January 1, 2026 must be taken off between January 1, 2026 and December 31, 2026.

(c) Vacation Leave for Use after 2026

- (i) Effective January 1, 2026, full-time employees shall accrue vacation leave each pay period as follows:

<b>Years of Service</b>	<b>Vacation Leave Accrued Per Pay Period</b>
Less than five (5) years	3.07 hours
Five (5) through nine (9) years	4.61 hours
Ten (10) through fourteen (14) years	6.15 hours
Fifteen (15) or more years	7.69 hours

- (ii) Effective January 1, 2026, vacation leave accrued during a calendar year must be taken in the next succeeding calendar year.

**Section 24.3 – Change in Vacation Accrual**

- (a) An employee’s vacation accrual rate is based on their date of last hire with the Adams County Sheriff’s Office.
- (b) Changes in an employee’s vacation accrual rate shall occur in the pay-period immediately following an employee’s anniversary date.
- (c) During a calendar year in which an employee’s vacation accrual rate changes, the employee may take whatever vacation they are entitled to before the change and when their accrual rate changes, they shall take additional vacation time after their eligibility date and before the end of the calendar year.

#### **Section 24.4 – Approval**

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

#### **Section 24.5 – Minimum Increments**

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

#### **Section 24.6 – Priority Vacation Requests**

- (a) During the month of January of each year of this Agreement, shall be allowed up to fifteen (15) working days in minimum blocks of five (5) days or forty (40) hours, for the calendar year, with seniority being the deciding factor in the approval of said time.
- (b) After the selection of the priority vacation, any accrued vacation time due the employee shall be approved on a first come, first serve basis. In the event of requests made for the same day, the date of the request shall determine the approval, if the requests are made on the same date, seniority shall determine approval.

#### **Section 24.7 – Vacation Accrual While On Leave**

An employee shall continue to accrue vacation, while on any compensated leave (e.g., vacation, holidays, sick leave, compensatory, emergency or injury, paid personal days, etc.). When a holiday or a funeral leave is (as provided for in this Agreement) occurs during an employee's assigned vacation and the employee is entitled to the holiday or to a paid leave of absence, then such entitlement will not be counted as part of the employee's vacation time.

### **ARTICLE 25 – HOURS OF WORK/OVERTIME**

#### **Section 25.1 – Intent of Article**

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

#### **Section 25.2 – Workday and Work Period**

The normal workday shall be defined as eight (8) consecutive hours. The normal work period shall be defined as five (5) consecutive workdays followed by two (2) consecutive days off. Each employee covered by this Agreement shall be allowed a sixty (60) minute lunch break and two fifteen (15) minute breaks. These breaks shall be included in the workday. The employees recognize that from time to time it may be necessary to perform work during their lunch and break periods. Employees shall not be entitled to any additional compensation in the event that they do

not receive their full lunch or break periods. The pay period shall be every two (2) weeks and the pay period ends one (1) week prior to the pay date.

**Section 25.3 – Basis for Calculating Overtime**

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

**Section 25.4 – No Pyramiding**

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

**Section 25.5 – Court Time/Call-back**

An Employee who is required by the County to be in court or is called back to work while off duty where such time does not immediately precede or follow their scheduled duty hours shall receive a guaranteed minimum of two (2) hours pay at the overtime hourly rate of pay or actual time worked, whichever is greater. If a scheduled court appearance is within two (2) hours of the employee's regular scheduled shift, the employee has the option to either work or request off early, subject to supervisor's approval. Court time which immediately precedes or follows an employee's scheduled duty hours shall be compensated at applicable overtime hourly rate of pay.

**Section 25.6 – Trade Days**

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

**Section 25.7 – Compensatory Time**

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

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

**Section 25.8 – Adjusting Work Hours for Individual Employees**

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

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

**Section 25.9 – Overtime Distribution**

- (a) Should a vacancy occur within the unit for any reason, and the Sheriff or their designee decides to fill the vacancy, the overtime assignment shall be offered to the employees first on a seniority basis.
- (b) Overtime shall be distributed as equally as possible among those employees qualified to perform the work. Overtime shall be offered on a rotation based on seniority. The most senior employee, who is both qualified and available shall have the first opportunity to accept or decline a maximum of one (1) work period of overtime. Once accepted or declined, the next most senior employee will be eligible for the next work period of overtime. This pattern will repeat itself until the least senior employee accepts or declines one (1) work period. Once all qualified employees have had an opportunity for one (1) work period of overtime the process shall repeat itself.
- (c) If all employees decline the overtime offered, the Sheriff shall assign overtime in inverse rotating seniority for all those qualified to perform the duties. The maximum ordered overtime for one (1) employee during a rotation shall be one (1) work period.

**Section 25.10 – Extra Duty**

- (a) Off-duty extra employment opportunities provided through the Sheriff's Office shall be posted for a minimum of three (3) calendar days regardless of the time of day it was posted.

- (b) The extra duty will be posted on the Sheriff’s Office bulletin board and emailed to Deputies, Sergeants, Corrections Officers, and Court Security Officers. Sign up will be based on hire date seniority within the division (i.e. Patrol, Corrections, Court Security) and limited to two (2) sign-up slots per detail.
- (c) To be eligible, officers are required to print their name and date the slots they are requesting to work. Sign-ups by proxy shall not be allowed.
- (d) The sign-up priority is offered as follows:
  - (i) Patrol Deputies and Patrol Sergeants first;
  - (ii) Correctional Officers and Correctional Sergeants second; and
  - (iii) Court Security Officers and Court Security Supervisors third.
- (e) The sign up will be marked with an “end of bumping” date and time. After the bumping date and time, all filled slots are final and no further bumping is allowed. Any remaining unfilled slots will be filled on a first- to-sign-up basis.
- (f) An extra duty assignment that needs to be filled on short notice will be handled at the discretion of the Sheriff and/or their designee.
- (g) Once an officer has been awarded an extra duty slot(s), it is their responsibility to make sure the duty is completed. If the awarded officer is unable to work the extra duty, it is their responsibility to:
  - (i) find a replacement to fulfill their obligation;
  - (ii) inform the contact person and the Sheriff’s designee of the change.
- (h) The Sheriff reserves the right to waive the procedures in this Section if special circumstances exist.

**ARTICLE 26 – WAGES**

**Section 26.1 – Base Hourly Wage Rates**

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

Years in Position	12/1/2024	12/1/2025	12/1/2026
	5.00%	5.00%	4.00%
Start	\$19.63	\$20.62	\$21.45
After 1	\$20.52	\$21.55	\$22.42
After 2	\$21.44	\$22.52	\$23.43
After 3	\$23.07	\$24.23	\$25.20
After 4	\$25.30	\$26.57	\$27.64

**Section 26.2 – Longevity**

- (a) The longevity pay for all the employees covered under this Agreement is set forth below:

<b>Years of Service</b>	<b>Percentage Above Step</b>
After five (5) years	One percent (1.00%)
After seven (7) years	Two percent (2.00%)
After nine (9) years	Three percent (3.00%)
After eleven (11) years	Four percent (4.00%)
After thirteen (13) years	Five percent (5.00%)
After fifteen (15) years	Six percent (6.00%)
After seventeen (17) years	Seven percent (7.00%)
After nineteen (19) years	Eight percent (8.00%)
After twenty-one (21) years	Nine percent (9.00%)
After twenty-three (23) years	Ten percent (10.00%)
After twenty-five (25) years	Eleven percent (11.00%)
After twenty-seven (27) years	Twelve percent (12.00%)
After twenty-nine (29) years	Thirteen percent (13.00%)
After thirty-one (31) years	Fourteen percent (14.00%)

- (b) For purposes of longevity, “Years of Service” shall be based on an employee’s hire date with the Adams County Sheriff’s Office and not on rank or movement to a new bargaining unit within the Adams County Sheriff’s Office.
- (c) Increases in longevity shall be added to the hourly rate on the employee’s hire date with the Adams County Sheriff’s Office.

**Section 26.3 – Compensatory Time Buy-Back**

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

**Section 26.4 – Supervisor Pay**

Any employee assigned as Court Services Supervisor shall have an additional two dollars (\$2.00) added to their hourly rate.

**Section 26.5 – Movement to Another Bargaining Unit**

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

**Section 26.6 – Training Officer Pay**

Any employee assigned as an FTO shall receive one (1) hour of either pay or comp-time at the OT rate for a full day of training, and ½ (one-half) hour for a half day of training. In order to qualify for the additional FTO benefit, the employee assigned as the FTO must train the probationary for a minimum of half the scheduled shift.

**Section 26.7 – Vehicle Fleet Manager/SWAP Coordinator**

Any employee in the Vehicle Fleet Manager/SWAP Coordinator shall have an additional two dollars (\$2.00) added to their hourly rate.

**ARTICLE 27 – MAINTENANCE OF STANDARDS**

**Section 27.1 – Benefits and Work Practices**

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

**Section 27.2 – Inadvertent Errors**

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

**Section 27.3 – Use of Vehicles**

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

**Section 27.4 – Warrants**

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

**ARTICLE 28 – INSURANCE**

**Section 28.1 – Cost of Health Insurance**

The Employer shall provide Health Insurance coverage to the employees covered by this Agreement. The cost of individual coverage health insurance shall be split between the Employer and the employees covered by this Agreement. The Employer shall pay ninety percent (90.00%) of the cost and the employee shall pay ten percent (10.00%) of the cost of the individual portion of the premium.

Health insurance shall also be available for dependents. The Employer shall pay seventy-five (75.00%) percent and the employee shall pay twenty-five (25.00%) percent of the dependent portion of the premium.

## **Section 28.2 – Changes in Health Insurance Plan**

The Employer shall provide the employees with the current coverage, which was effective on September 1, 2016. The Union and the County recognize that insurance costs are likely to increase over time and that the County may during the lifetime of this Agreement find it to be in the best interests of the County to change the plan of insurance. Only in the event of a significant or substantial change in the plan would the duty to bargain arise.

The terms “significant” or “substantial” means a change in the order of greater than a twenty percent (20%) increase in the deductibles, the co-pays, and/or the prescription drug card program in any one (1) policy year.

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

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

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

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

## **Section 28.3 – Post Employment Health Insurance**

All employees who retire in good standing with at least twenty (20) years of service, shall receive post-employment health insurance for a period of six (6) months. It is understood that the retired employee will continue to pay the ten (10%) percent portion of the County premium for the individual coverage and the Employer will pay ninety (90%) percent. This does not include the family portion of the plan.

## **ARTICLE 29 – UNIFORMS**

### **Section 29.1 – Uniforms Provided**

The Sheriff shall maintain a quartermaster system and provide all employees with the initial allotment of all uniforms and equipment according to Appendix D. When a uniform or equipment

item is worn to the point of not being suitable for use, the employee shall turn in the worn item to the Sheriff who shall then replace the worn item.

### **Section 29.2 – Body Armor Provided**

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

### **Section 29.3 – New Uniforms**

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

### **Section 29.4 – Physical Fitness Allowance**

Employees shall be eligible for up to a two hundred-dollar (\$200.00) reimbursement per year for a health club membership. The employee shall provide a receipt to the Adams County Board Office indicating that payment has been made to a health club. Health club shall be defined as a commercial facility that offers physical fitness equipment, classes and/or facilities for use by its members. Reimbursement shall be considered an employee benefit and shall be reported as such to the Internal Revenue Service.

## **ARTICLE 30 – UNION SECURITY/DUES DEDUCTION**

### **Section 30.1 – Maintenance of Membership**

Each employee who on the effective date of this Agreement is a member of the Union, and each employee who becomes a member after that date, shall maintain their membership in good standing in the Union during the term of this Agreement unless they provide a written notice to the Employer revoking their voluntary dues deduction.

### **Section 30.2 – Union Presentation at Registration**

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

### **Section 30.3 – Dues Deduction**

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

### **Section 30.4 – Bona Fide Religious Objection**

Should any voluntary member object to paying dues to the Union based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, in order to receive union representation on the same basis as a dues paying member, the employee may elect to pay an amount equal to the amount of union dues paid by union members to a non-religious charitable organization mutually agreed upon by the employee and the Union. The Union shall certify to the Employer the charitable organization to which such payments are to be made.

### **Section 30.5 – Union Indemnification**

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

### **Section 30.6 – Dues Deduction Form**

A copy of this form is attached to this Agreement as Appendix C.

### **Section 30.7 – Employee List**

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

Twice a year, upon request, the Sheriff shall provide an updated list of all employees' subject to the bargaining unit including their home addresses and telephone numbers.

## **ARTICLE 31 – LEAVES**

### **Section 31.1 – Personal Days**

#### **(a) Current Employees**

Each full-time employee shall be credited with three (3) personal days on January 1<sup>st</sup> of each year.

Effective January 1, 2026, each full-time employee shall be credited with five (5) personal days on January 1<sup>st</sup> of each year.

#### **(b) Newly Hired Employees**

Five (5) personal days will be credited to a newly hired full-time employee on their date of hire.

#### **(c) Use of Personal Leave**

Personal Leave must be taken off during the calendar year subject to the approval of the Sheriff or the Sheriff's designee. Use of Personal Leave shall not be unreasonably denied. Employees shall provide as much notice as possible with at least twenty-four (24) hours' notice

when practical to take a personal day off. Personal Leave may be taken in increments of one (1) hour or more.

*(d) Paid Leave For All Workers Act*

The Union and the Employers agree that this Section is in lieu of paid leave under the Paid Leave for All Workers Act and the Union waives any claim to leave under the Paid Leave for All Workers Act as the Act existed as of the execution of this Agreement.

**Section 31.2 – Short-term Military Leave**

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

**Section 31.3 – Educational Leave**

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

**Section 31.4 – Bereavement Leave**

- (a) In the event of a death of an employee's parent, stepparent, brother, sister, child, foster child, step-child, step-sister, step-brother, half-brother, half-sister, father-in-law, mother-in-law, sister-in-law, brother-in-law, wife, husband, grandchild, grandparent, or grandparent-in-law the employee shall be granted three (3) days of paid bereavement leave between the day of the death through the first workday after the funeral/memorial service.
- (b) If additional time is needed, employees may also use other forms of paid time off.
- (c) An employee may use accumulated vacation, holidays, or personal leave for other funerals.
- (d) The Employer also agrees to follow the Family Bereavement Leave Act (820 ILCS 154). Any time used under subsections (a), (b) and/or (c) shall count toward the time provided for under the Family Bereavement Leave Act.

**Section 31.5 – Jury Duty**

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

**Section 31.6 – Family Medical Leave Act**

Employees shall be granted leave consistent with the Federal Family Medical Leave Act and shall use all accumulated time available prior to going into unpaid status.

**Section 31.7 – Requests for Accumulated Leave Time Off**

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

**ARTICLE 32 – RESIDENCY**

**Section 32.1 – Change in Address**

Bargaining unit employees must provide the County and the Sheriff’s Office with a current address within two (2) weeks of any change of residence.

**Section 32.2 – Residency Requirements**

Adam’s County Sheriff’s Office shall reside within a forty (40) mile radius of the Adams County Sheriff’s Office.

**Section 32.3 – Sheriff’s Office Issued Firearms**

Should an employee reside outside of the State of Illinois, they shall be required to leave their Adams County Sheriff’s Office issued firearm(s) in a firearms locker at the Adams County Sheriff’s Office when they are not on-duty. Nothing in this Section shall be deemed to limit an individual’s rights to carry a personal firearm in accordance with the Federal law and the laws of the applicable State.

**ARTICLE 33 – POST SHOOTING OR TRAUMATIC INCIDENT PROCEDURE**

**Section 33.1 – Intent**

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

**Section 33.2 – Procedure**

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

- (a) Any employee who is directly involved in a shooting incident, or other incident as described in Section 33.1 hereinabove, shall be placed on administrative leave, at no loss of pay, for a minimum period of three working days, or if warranted, until released by an MD or mental health professional.
- (b) Any other employee present at, or affected by the incident, may also be placed on administrative leave under the provisions of Section 33.2 paragraph (a) above, at the discretion of the Sheriff.

- (c) The Critical Incident Debriefing Team or some other comparable organization or person shall be contacted to debrief and discuss the critical incident with the remaining employees who are or may be affected by the critical incident.
- (d) The family of the employee directly involved in the incident shall be allowed to present for the debriefing as outlined in Section 33.2 paragraph (c).

## **ARTICLE 34 – INDEMNIFICATION**

### **Section 34.1 – Indemnification**

The County agrees to indemnify and defend an employee covered by this Agreement in a civil cause of action brought against an employee resulting from or arising out of the performance of duties pursuant to the terms of Section 5-1002 of the Counties Code (55 ILCS 5-1002), as it was effect on the date of execution of this Agreement.

### **Section 34.2 – Legal Representation**

Employees shall have legal representation selected by the County.

### **Section 34.3 – Cooperation**

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

### **Section 34.4 – Applicability**

The County will provide the protections set forth in this Article, so long as the employee:

- (a) was engaged in the performance of their duties;
- (b) was acting within the scope of their employment;
- (c) was not engaged in willful misconduct; and
- (d) where the employee cooperates, pursuant to Section 34.3 in the defense of the action or actions claimed.

## **ARTICLE 35 – F.O.P. LABOR COUNCIL REPRESENTATIVES**

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

### **Section 35.1 – Authorized Representatives**

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

### **Section 35.2 – Attendance at Union Meetings**

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

### **Section 35.3 – Grievance Procedure**

Reasonable time while on duty shall be permitted one (1) Union representative for the purpose of aiding or otherwise representing employees in the handling and processing of grievances or exercising other rights set forth in this Agreement, attendance at hearings and such reasonable time shall be without loss of pay.

### **Section 35.4 – Convention Delegates**

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

## **ARTICLE 36 – 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 37 – DURATION & SIGNATURE**

### **Section 37.1 – Duration**

This Agreement shall be effective from December 1, 2024 and shall remain in full force and effect until November 30, 2027, except as herein provided. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by registered or certified mail, or electronic communication by either party at least sixty (60) before the expiration date. In the event that such notice is given, negotiations shall begin no later than fifteen (15) calendar days after notice unless a later time is mutually agreed to. Nothing in this paragraph shall preclude

commencing negotiations by mutual agreement earlier if so desired. Termination notices shall be considered to have been given as of the date shown on the postmark.

**Section 37.2 – Continuing Effect**

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

**SIGNATURE PAGE**

THIS AGREEMENT EXECUTED this 18<sup>th</sup> day of September, 2025, after receiving approval of the County Board of Commissioners, Sheriff and proper ratification by the Lodge members.

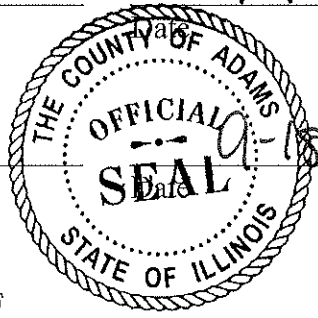
FOR THE COUNTY BOARD:

[Signature] 9/18/25  
Bret Austin, County Board Chairman Date

[Signature] 9/18/25  
Anthony Grootens, Sheriff Date

[Signature] 9/18/25  
ATTEST

[Signature] 9-18-25  
County Clerk



ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL:

[Signature] 9-18-25  
Donald Hummer, Labor Committee Chairman Date

[Signature] 9/18/25  
Kevin Juetto, Labor Committee Date

[Signature] 9-18-25  
Jason Bryant, Illinois Fraternal Order of Police Labor Council Date



**APPENDIX A – GRIEVANCE FORM**

(use additional sheets where necessary)

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

Department: \_\_\_\_\_

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

**STEP ONE**

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

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

Briefly state the facts:

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

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

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

Given To: \_\_\_\_\_

Date/Time: \_\_\_\_\_

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

\_\_\_\_\_  
FOP Representative Signature

**EMPLOYER'S STEP ONE RESPONSE**

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

\_\_\_\_\_  
Employer Representative Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Person to Whom Response Given

\_\_\_\_\_  
Date

Lodge/Unit No. / Year / Grievance No.

---

**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

---

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

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

\_\_\_\_\_ Date

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



**APPENDIX B – SENIORITY DATES**

<b>Name</b>	<b>Date of Hire</b>	<b>Court Security Date</b>
Downs, Chad	6/10/1998	6/10/1998
Traubitz, Steven	6/25/1999	6/25/1999
Unmisig, Jennifer	8/18/2003	8/18/2003
Ervin, John	3/28/2011	3/28/2011
Hummer, Donald	7/31/2017	7/31/2017
Soebbing, Kelsy	1/19/2021	1/19/2021
Ebers, Kyle	1/7/2022	1/7/2022
Neisen, Heather	1/28/2022	1/28/2022
Schlosser, David	4/17/2023	4/17/2023
Juette, Kevin	10/10/2023	10/10/2023
Pittman, Jacob	1/2/2024	1/2/2024
Rose, Gerald	1/2/2024	1/2/2024

**APPENDIX C – DUES AUTHORIZATION FORM**

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

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

I, \_\_\_\_\_ (insert your name), hereby authorize my Employer, Adams County Sheriff's Office, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. (In addition, I authorize my Employer to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of my employment to the date this dues deduction is implemented, 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 – EQUIPMENT & UNIFORM LIST**

- 3 Long Sleeved Shirts
- 3 Short Sleeved Shirts
- 3 Pair of Trousers
- 1 Winter Coat
- 1 Winter Stocking Cap
- 1 Pair of Black shoes or boots
- Soft badges for Uniform Shirts
- 1 Office ID Card
- 1 Name Tag
- 1 OC Spray and holder (if certified)
- 1 Duty Belt and Inner Belt
- 4 Belt Keepers
- 1 Pair of Handcuffs and case
- 3 Pistol Magazines and Holder (Deputy Only)
- 3 Rifle Magazines and Holder (Deputy Only)
- 1 Duty Pistol with light and holster (Deputy Only)
- 1 Duty Rifle with light and holster (Deputy Only)
- 1 Portable Radio and holder
- 1 Flashlight (Deputy Only)
- 1 Reflective Traffic Vest (Deputy Only)
- 1 Raincoat (Deputy Only)
- 1 ECD/Taser and Holster
- Latex Gloves and Glove Pouch
- 1 Ballistics Protective Vest (to be replaced per manufacturer's warranty)



## ILLINOIS FOP LABOR COUNCIL

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

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

W: fop.org

### APPENDIX E – PER DIEM FOR TRAVEL

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

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