

COUNTY OF TAZEWELL, ILLINOIS

COUNTY BOARD PROCEEDINGS  
SPECIAL CALL MEETING

DECEMBER 10, 2014



DAVID ZIMMERMAN, COUNTY BOARD CHAIRMAN

CHRISTIE A. WEBB, COUNTY CLERK

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December 10, 2014

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Approve the minutes of the December 01, 2014 Reorganization Meeting... 2

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Board members were called to order at 6:02 PM by Zimmerman (Chairman) presiding with the following members present: Connett (Dist. 1), Graff (Dist. 2), B. Grimm (Dist. 2), D. Grimm (Dist. 2), Hillegonds (Dist. 3), Meisinger (Dist. 1), Mingus (Dist. 3), Palmer (Dist. 1), Redlingshafer (Dist. 3), Sinn (Dist. 2), Wolfe (Dist. 1) - 11.

Absent: Crawford (Dist. 3), Donahue (Dist. 2), Harris (Dist. 3), Holford (Dist. 3), Imig (Dist. 2), Neuhauser (Dist. 2), Proehl (Dist. 1), Rinehart (Dist. 3), Sundell (Dist. 1), Vanderheydt (Dist. 1) - 10.

Motion by Member Meisinger (Dist. 1), Second by Member Wolfe (Dist. 1) to approve the minutes.  
Motion Carried by Voice Vote.

Absent: Crawford (Dist. 3), Donahue (Dist. 2), Harris (Dist. 3), Holford (Dist. 3), Imig (Dist. 2), Neuhauser (Dist. 2), Proehl (Dist. 1), Rinehart (Dist. 3), Sundell (Dist. 1), Vanderheydt (Dist. 1) - 10.

Property Committee In Place Meeting at 6:04 P.M. Property Committee In Place Meeting recessed at 6:38 P.M. Property Committee In Place Meeting returned at 7:04 PM. Property Committee In Place Meeting 7:05 P.M.

Human Resources In Place Meeting at 6:38 P.M. Human Resources In Place Meeting adjourned at 7:00 P.M.

Consent Agenda 1-4, Pulled 2 & 4.


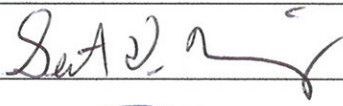
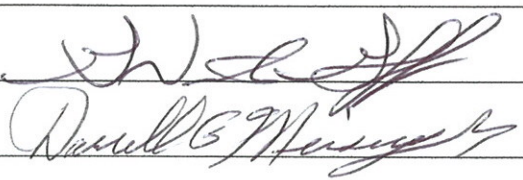
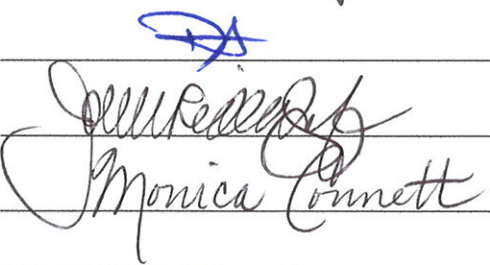
Motion by Member Redlingshafer (Dist. 3), Second by Member Meisinger (Dist. 1) to approve resolution  
2. Motion Carried by Voice Vote but B. Grimm (Dist. 2) - 1.

Absent: Crawford (Dist. 3), Donahue (Dist. 2), Graff (Dist. 2), Harris (Dist. 3), Holford (Dist. 3), Imig (Dist.  
2), Neuhauser (Dist. 2), Proehl (Dist. 1), Rinehart (Dist. 3), Sundell (Dist. 1), Vanderheydt (Dist. 1) - 11.

**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

Your Human Resources Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

_____	_____
_____	_____
	
_____	_____
	
_____	_____

**RESOLUTION**

WHEREAS, the County's Human Resources Committee recommends to the County Board to approve ratification of the Collective Bargaining Agreement between Tazewell County, the Tazewell County Sheriff and the Fraternal Order of Police Lodge 98 (Correction Officers); and

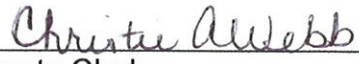
WHEREAS, this Agreement is effective retroactive to December 1, 2011 and is for a 3-year term which expired November 30, 2014; and

THEREFORE BE IT RESOLVED that the County Board ratifies said agreement.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Tazewell County Sheriff, Representative of Local Lodge 98; F.O.P. Labor Council Rob Scott, Payroll and the Auditor of this action.

PASSED THIS 10th DAY OF DECEMBER, 2014.

ATTEST:

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

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

# ILLINOIS FOP LABOR COUNCIL

---

and

## COUNTY OF TAZEWELL / TAZEWELL COUNTY SHERIFF

F.O.P. Lodge No. 98  
Correction Officer's Unit

December 1, 2011 – November 30, 2014

Springfield - Phone: 217-698-9433 / Fax: 217-698-9487  
Western Springs - Phone: 708-784-1010 / Fax: 708-784-0058  
Web Address: [www.fop.org](http://www.fop.org)

24-hour Critical Incident Hot Line: 877-IFOP911  
Proceedings from the Tazewell County Board meeting held this 10th day of December, 2014.



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## **PREAMBLE**

This Agreement is entered into by and between the Tazewell County Board and the Sheriff of Tazewell County (herein referred to as the "Employer") and the Fraternal Order of Police, Tazewell County, Lodge No. 98, and the Illinois F.O.P. Labor Council, (hereinafter referred to as the "Labor Council").

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

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

## **ARTICLE 1 - RECOGNITION**

### **Section 1.1 - Unit Description**

The Employer hereby recognizes the Labor Council as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on any and all matters relating to wages, hours, and all other provisions of this Agreement of employment of all officers in the bargaining unit. The bargaining unit shall include:

All correction officers below the rank of Jail Superintendent.

Exclusions: All other employees of the Tazewell County Sheriff's Department and any others excluded by the Illinois Public Labor Relations Act. 1984; P.A. 83-1012; 5 ILCS 315/1.

### **Section 1.2 - Supervisors**

Non-bargaining unit Supervisors may continue to perform bargaining unit work. Such work by supervisors shall not cause any layoffs of the bargaining unit employees.

## ARTICLE 2 - MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the Employer retains traditional rights to manage all affairs of the Sheriff's Office, as well as those rights set forth in the Illinois Public Labor Relations Act. Such management rights shall include, but are not limited to, the following:

- A. to plan, direct, control and determine all operations and services of the County Sheriff's Office;
- B. to supervise and direct employees;
- C. to establish the qualifications for employment and to decide which applicants will be employed;
- D. to establish reasonable work rules and work schedules and to assign work as the Employer deems necessary. Such work rules and schedules shall be posted in a place and manner as mutually agreeable to the Employer and the Labor Council;
- E. to hire, promote, transfer, schedule and assign employees to positions and to create, combine, modify and eliminate positions within the County Sheriff's Office;
- F. to suspend, demote, discharge and take such other disciplinary action against employees for just cause (probationary employees without cause);
- G. to establish reasonable work and productivity standards and, from time to time, amend such standards;
- H. to lay off employees;
- I. to maintain efficiency of County Sheriff's Office operations and services;
- J. to determine methods, means, organization and number of personnel by which such operations and services shall be provided;
- K. to take whatever action is necessary to comply with all applicable state and federal laws;
- L. to, change or eliminate methods, equipment and facilities for the improvement of operations;

- M. to determine the kinds and amounts of services to be performed as it pertains to operations and the number and kind of classifications to perform such services;
- N. to contract out for goods and/or services, pursuant to Article V;
- O. to take whatever action is necessary to carry out the functions of the County Sheriff's Office in emergency situations.

As to the meaning of the term "Employer or Employers" in interpreting and/or applying the provisions of this collective bargaining agreement, the provisions of 315/3(o) of 5 ILCS and the Illinois Public Labor Relations Act that the Sheriff and the County Board are joint employers shall be applied. However, nothing in this collective bargaining agreement shall negate the Illinois Constitutional provisions as to the Office of Sheriff and/or the terms of 5/3-6018 ILCS that the Sheriff is in charge of the internal operations of his office.

### **ARTICLE 3 - LABOR COUNCIL SECURITY**

#### **Section 3.1 - Membership Dues Checkoff**

Upon receipt of written authorization by the employee, submitted on a form provided for by the Labor Council, the Employer shall deduct from each employee's paycheck such Labor Council membership dues. Such deduction shall continue until the employee revokes his/her written authorization in the same manner as it was initially given or until the termination date of this Agreement.

The amount of deductions provided for herein shall be remitted to the Labor Council on a monthly basis, accompanied by a listing of the employee, his/her social security number and the specific deduction and amount for each.

#### **Section 3.2 - Fair Share Deduction**

Pursuant to 5 ILCS 315/3 and 5 ILCS 315/6, the parties agree herein that as of the date of the signing of this Agreement, if, and only if, a majority of the members of the bargaining unit covered herein have voluntarily authorized full membership dues deduction, or the Labor Council otherwise demonstrates and certifies to the Employer that such majority of the members of that unit are dues paying members of the Labor

Council at that time, non-Labor Council employees covered by this Agreement who select not to become full Labor Council members shall be required to pay a "fair share" amount not to exceed the full amount of Labor Council dues required of full members. The fair share amount shall be deducted by the Employer from such employees' pay pursuant to this Article with regard to full dues checkoff. Said deductions shall be forwarded to the Illinois Fraternal Order of Police Labor Council, at the address provided by the Labor Council pursuant to this Article, along with the above-mentioned dues deduction amount stated within Section 1.

### **Section 3.3 - Indemnification**

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

## **ARTICLE 4 - SUBCONTRACTING**

### **Section 4.1 - General Policy**

It is the general policy of the Employer to continue to utilize employees to perform work for which they are qualified and available to perform. The Employer reserves the right to contract out any work that it deems necessary in the interest of efficiency, safety, economy, improved work product or in the event of an emergency.

### **Section 4.2 - Notice and Discussion**

Except in case of an emergency, when the Employer contemplates changing its policy involving the subcontracting or work in the bargaining unit area, and such change amounts to a significant deviation from past practice and would result in the layoff of any bargaining unit employees, the Employer shall notify the Labor Council and offer the Labor Council an opportunity to discuss and to participate in considerations involving the desirability of such subcontracting of work, including means by which to minimize the impact on such employees.

## **ARTICLE 5 - NON-DISCRIMINATION**

**Section 5.2 - Labor Council Membership or Activity**

Neither the Employer nor the Labor Council shall interfere with the right of employees covered by this Agreement to become or to refrain from becoming members of the Labor Council, and there shall be no discrimination against any such employees because of lawful Labor Council membership or non-membership activity or status.

**Section 5.3 - Use of the Masculine Pronoun**

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

**ARTICLE 6 - WORK STOPPAGE**

**Section 6.1 - Statutory Provision**

The parties acknowledge that this bargaining unit is a security employees unit under Public Act 83-1012 (Illinois Public Labor Relations Act) and that the employees of this bargaining unit are prohibited by law from striking.

**Section 6.2 - Strike and Lockout Prohibited**

Neither the Labor Council nor any of its officers, agents or County employees will instigate, promote, encourage, sponsor, engage in or condone any strike, slowdown, concerted work stoppage, sympathy strike or any other intentional interruption of work during the term of this Agreement. The Employer shall not lock out any employees in the bargaining unit during the term of this Agreement. Employees shall not refuse to cross any picket lines in the line of duty that may be present on work sites placed there by an organization.

**Section 6.3 - Labor Council Action**

Upon notification by the Employer to the Labor Council or its agents that certain of its members are engaged in activity that is in violation of Section 1 or 2, Article 7 6 of this Agreement, the Labor Council shall immediately order such members in writing to return to work. The Labor Council will also provide the Employer with a copy of such order and a responsible official of the Labor Council shall publicly order such workers to return to work. In the event that a strike or other violation not authorized by the Labor



Council occurs, the Labor Council agrees to take all reasonable effective and affirmative action to assure the members return to work as promptly as possible.

#### **Section 6.4 - Penalties**

Any or all employees who have been found to have violated any of the provisions of Article 7 6 may be discharged or otherwise disciplined by the Employer; such discipline may include loss of unearned compensation, holiday pay and other unearned benefits. In an arbitration proceeding involving a breach of this Article the sole question for the arbitrator to determine is whether the employee engaged in prohibited activity. In addition to the penalties provided herein, the Employer may enforce any other legal rights and remedies to which it may be entitled by law.

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

Whenever a correctional officer is under formal investigation or subject to interrogation by the Sheriff's Department, the investigation or interrogation shall be conducted in accordance with the provisions of "Uniform Peace Officers Disciplinary Act", 50 ILCS 725/1. In addition to the provisions of the above-cited act:

- A. The Employer shall not adopt any resolution or ordinance and the Sheriff's Department shall not adopt any regulation, which prohibits the right of an officer to bring suit arising out of his duties as an officer.
- B. No photo of any officer under investigation shall be made available to the media prior to a conviction for a criminal offense or prior to a decision being rendered, unless otherwise required to comply by court order, subpoena, or a Freedom of Information Act request.
- C. The Officers shall have the right to be represented at such inquiries, investigations, or interrogations by a Labor Council Representative. Nothing in this Section is intended to or should be construed to waive employees' right to Union representation during questioning that the Employer reasonably believes may lead to discipline. Bargaining unit employees shall have such rights as set forth in the United States Supreme Court Decision in NLRB v. Weingarten, 420 U.S. 251 (1975) and

Department of Central Management Services and Corrections (Morgan)  
Decision, 1 PERI 2020 (ISLRB, 1985).

### **ARTICLE 8 - RESOLUTION OF IMPASSE**

In the event the collective bargaining process reaches an impasse with the result that the Employer and the Labor Council are unable to effect a settlement, the provisions of 5 ILCS 315/14, as amended, shall prevail.

For the purpose of this Section, an impasse shall be deemed to occur in the collective bargaining process if the parties do not reach a settlement of the issue or issues in dispute by way of a written agreement.

### **ARTICLE 9 - PERSONNEL FILES**

#### **Section 9.1 - Inspection**

Inspection and use of personnel files shall be in accordance with the Illinois Personal Records Act, 820 ILCS 40/1 et seq. 1993.

The Employer agrees to provide at no cost to employees copies of documents in their personnel files upon request once each quarter or more often if in connection with a grievance and/or discipline case.

#### **Section 9.2 - Labor Council Access**

An employee who is involved in a current grievance against the Employer may designate in writing that a Labor Council representative may inspect his or her personnel file subject to the procedures contained in Section 9.1 of this Article. Personnel files shall not be accessed without the Sheriff or his designee in attendance.

#### **Section 9.3 - Employee Rights**

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

## ARTICLE 10 - DISCIPLINE AND DISCHARGE

### Section 10.1 - Definition

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

- A. Oral reprimand
- B. Written reprimand
- C. Unpaid Suspension (Notice to be given in writing)
- D. Demotion
- E. Termination

Other reasonable conditions of employment related to the offense may be imposed after discipline. Any disciplinary action or measure imposed pursuant to this Agreement upon an employee may be processed as a grievance through the regular grievance procedure.

If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. In making the determination as to whether or not there is "just cause" to impose discipline, the Sheriff and the Arbitrator must follow Illinois Law relevant to the matter at hand.

### Section 10.2 - Just Cause

Employer agrees that disciplinary action for all non-probationary employees shall only be imposed for just cause and shall be imposed as soon as practical after Employer learns of the occurrence giving rise to the need for disciplinary action and after Employer has a reasonable opportunity to investigate the facts.

In making the determination as to whether or not there is "just cause" to impose discipline, the Sheriff and the Arbitrator must follow Illinois Law relevant to the matter at hand.

### Section 10.3 - Limitation

The Employer's agreement to use progressive and corrective disciplinary action does not prohibit the Employer in any case from imposing discipline, which is

commensurate with the severity of the offense. Offenses, which will require severe discipline shall include but are not, limited to:

Unlawful possession of a controlled substance or alcohol; intentional destruction or theft of County property, fighting on-the-job, appearing for work under the influence of drugs or alcohol or other substance that may impair an employee's ability to perform any of the duties required. Both the employee and Labor Council shall be notified of disciplinary action. Such notification shall be in writing and reflect the specific nature of the offense.

#### **Section 10.4 - Use of Prior Warnings**

Any written warning or suspension of less than three (3) days shall not be considered in imposing disciplinary penalty for a current offense when more than eighteen (18) months have elapsed from the written warning or suspension of less than three (3) days. Provided, however, that an arbitrator or judge reviewing the merits of a suspension, demotion or discharge case shall review the employee's entire personnel file.

#### **Section 10.5 - Written Notice**

Both the employee and the Labor Council shall be notified of disciplinary action; such notification shall be in writing and reflect the specific nature of the offense and directions to the employee for future behavior.

### **ARTICLE 11 - DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE**

#### **Section 11.1 - Definition of a Grievance**

A grievance is defined as any unresolved dispute between the Employer and the Labor Council or any employee regarding the application, meaning or interpretation of this Agreement. This grievance procedure is subject to and shall not conflict with any provisions of the Illinois Public Labor Relations Act. Discipline amounting to suspension, demotion, or termination may be appealed, at the election of the employee, through Article 2 – Dispute Resolution and Grievance Procedure through the Merit Commission according to the statute once the election is made it is irrevocable.

### **Section 11.2 - Dispute Resolution**

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

The employee shall make his or her complaint to his or her immediate supervisor. The supervisor, with the final approval of the settlement given by the Sheriff, will notify the employee of the decision within ten (10) business days following the day when the complaint was made. A "business day" shall be defined as Monday through Friday, excluding weekends and holidays. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances. In the event of a complaint, the employee shall first complete his/her assigned work task, and complain later.

### **Section 11.3 - Representation**

Grievances may be processed by the Labor Council on behalf of an employee or on behalf of a group of employees. The Employer may file contract grievances directly at Step 3, Section 8 of this Article. Either party may have the grievant or one grievant representing group grievants present at any step of the grievance procedure, and the employee is entitled to Labor Council representation at each and every step of the grievance procedure upon his request.

Grievances may be filed on behalf of two or more employees only if the same facts, issues and requested remedy apply to all employees in the group.

### **Section 11.4 - Subject Matter**

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

### **Section 11.5 - 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 with prejudice.

The Employer's failure to respond within the time limits shall not find in favor of the grievant, but shall automatically advance the grievance to the next step, except Step 2; however, in no case shall the time between Step 2 and Step 3 exceed forty-five (45) days. Time limits may be extended by mutual agreement.

#### **Section 11.6 - Investigation**

Insofar as practicable, grievances shall be investigated during off-duty hours. In those instances where it is necessary for the Labor Council representative or any other bargaining unit employee to participate in an investigation of a grievance during working hours, permission must be obtained from the Sheriff or a person designated by him; such permission shall not be unreasonably denied, and the investigation must be conducted in such a manner as to not interfere with the normal operation of the Sheriff's Department.

#### **Section 11.7 - Grievance Meetings**

Grievance meetings will be scheduled so as to minimize interference with the operation of the Sheriff's Department. With the permission of the Sheriff, one (1) employee (the grievant or the Labor Council representative) may be excused from work with pay to participate in a Step 1, Step 2, or Step 3 grievance meeting. Employee(s) shall only be excused for the amount of time reasonably required to present the grievance. Employee(s) shall not be paid for any time during which a grievance meeting occurs outside the employee's work shift. In the event of a grievance, the employee(s) shall first perform his/her assigned work task and file his/her grievance later.

#### **Section 11.8 - Steps in Procedure**

Disputes arising under this Agreement shall be resolved as follows:

Step 1. If no agreement is reached between the employee and the Supervisor, as provided for in Section 11.2 - Dispute Resolution, the grievant may prepare a written grievance on a form mutually agreed to (see Grievance Form Appendix B) and present the same to the Jail Superintendent which shall not be more than fifteen (15) business days from the date of the event or occurrence giving rise

to the grievance regardless of the limitation periods provided for in Section 11.2. The Jail Superintendent will respond to the Labor Council Rep or the employee in writing within five (5) business days.

Step 2. If no agreement is reached between the employee and the Jail Administrator, the grievant may forward the grievance to the Sheriff within fifteen (15) business days from the date of the receipt of the Step 2 response. The Sheriff will respond to the Labor Council Rep or the employee in writing within five (5) business days and indicate whether the Sheriff or his designee will hear the grievance (all management rights issues), or the County Board Grievance Committee will hear the grievance (all financial issues.) A hearing will then be conducted within fifteen (15) business days after receipt of the Sheriff's directional decision. A written decision will be issued to the grievant and the Labor Council (and the Sheriff when heard by the County Board) within five (5) business days after the hearing date.

Step 3. Unless the parties agree otherwise, the parties shall request the services of a mediator from Federal Mediation and Conciliation Service. The function of the mediator shall be to attempt to assist the parties in resolving the grievance prior to arbitration. To this end, the parties shall meet with the mediator at a mutually agreeable time/place/date, without undue delay. The mediator shall have the power to recommend a resolution, but shall have no power to impose a resolution.

Step 4. If the dispute is not settled at Step 3, the matter may be submitted to arbitration by the Union within fifteen (15) 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. Within

fifteen (15) business days after the matter has been submitted to arbitration, a representative of the Employer and the Labor Council may meet to select an arbitrator from a list of mutually agreed to arbitrators.

If the parties can not mutually agree to an arbitrator, a joint request for a panel of arbitrators shall be submitted to the Federal Mediation and Conciliation service. Each party has the right to reject one list in its entirety and the striking order shall be determined by a toss of the coin.

The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Labor Council. Such letter shall request the arbitrator to set a time and a place for the hearing subject to the availability of the Employer and Labor Council representatives and shall be notified of the issue where mutually agreed by the parties. All hearings shall be held in the city of Pekin, Illinois unless otherwise agreed to.

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

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

Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination of the question of arbitrability. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute.

The expenses and fees of the arbitrator mutually agreed to and the cost of the hearing room shall be shared equally by the parties. The decision and award of the arbitrator shall be made within forty-five (45) days following the hearing and shall be final and binding on the Employer, the 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 12 - LABOR-MANAGEMENT CONFERENCES**

### **Section 12.1 - Meetings**

The Labor Council and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Labor Council representatives and responsible administrative representatives of the Employer. Such meetings shall not be scheduled more frequently than one each quarter, except by mutual agreement. The party requesting a "Labor-Management Conference" shall make the request in writing to the other party and provide the agenda for such meeting. If the employee is assigned to attend any such "Labor-Management Conference" by the Sheriff, expenses associated with such assignment shall be paid in accordance with Tazewell County travel policy. Such meetings and locations shall be limited to:

- A. discussion on the implementation and general administration of this Agreement;
- B. a sharing of general information of interest to the parties; and,
- C. notifying the Labor Council of changes in non-bargaining conditions of employment contemplated by the Employer, which may affect employees.

The Employer and the Labor Council agree to cooperate with each other in matters of the administration of this Agreement, and to the degree that standards of law enforcement can be effectuated 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 12.2 - Grievances Not Discussed**

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at "Labor-Management Conferences", nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

The Employer and the Labor Council may meet for off-the-record non-precedent setting discussions to address grievances or anticipated grievances.

**Section 12.3 - Notice**

When absence from work is required to attend "Labor-Management Conferences", Labor Council members shall, before leaving their work station, give reasonable notice to and receive approval from, the Sheriff, or his designee.

**Section 12.4 - Employee Not To Be Paid**

It is expressly understood and agreed that the employee shall receive reasonable paid time off for attending any "Labor-Management" meeting referred to in this Article.

**ARTICLE 13 - SENIORITY/LAYOFFS/RECALLS**

**Section 13.1 - Probation**

All employees shall serve a probationary period of twelve (12) months from date of hire. During the probationary period, the employee shall be subject to dismissal for any reason without recourse to the grievance procedure. Upon the completion of the probationary period, the employee shall be granted seniority rights from his or her most recent date of hire.

All employees who are promoted by the sheriff shall serve a one (1) year probationary period in accordance with 55 ILCS 5/3-8011. Thereafter demotion shall be subject to review at the employee's choice through the Grievance and Arbitration procedure of the contract or by the Tazewell County Sheriff's Merit Commission.

**Section 13.2 - Definition of Seniority**

Seniority is defined as the employee's length of continuous full-time service with the Employer since the employee's last date of hire as a correctional officer.

**Section 13.3 - Loss of Seniority**

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

- A. quits;
- B. is discharged;

- C. is absent from work three (3) consecutive days without notification to or approval by the Employer, other than because of proven sickness, or is unable to notify the Employer because of physical incapacity or other reasonable excuse;
- D. is laid off for more than two (2) years or fails to report for work within fourteen (14) calendar days after having been recalled from layoff;
- E. fails to report for work at the termination of a leave of absence; or,
- F. if an employee is on leave of absence for personal or health reasons and accepts other employment without permission, or if an employee is absent due to an off-the-job illness or injury and is absent for a period of eighteen (18) months or longer; or if he or she is retired.

#### **Section 13.4 - Seniority List**

The Employer shall post and supply to the Labor Council an updated seniority list for bargaining unit employees on a current basis.

#### **Section 13.5 - Layoffs**

When the Employer determines that layoffs are necessary, the Employer shall have the sole discretion to determine the number of employees to be laid off. Employees shall be laid off in the reverse order of their seniority; however, the Employer shall layoff all part-time employees prior to laying off any full-time bargaining unit member.

In the event of layoff of employees covered by this Agreement, the Employer agrees not to hire civilian personnel nor utilize sworn officers to perform the duties normally assigned to correctional officers.

Employer shall give sixty (60) calendar days prior notice to the employee of his/her layoff.

#### **Section 13.6 - Recalls**

Employees shall retain recall rights for two (2) years. If the Employer authorizes that a vacancy be filled, employees on layoff with recall rights who have held the classification previously, shall be recalled by seniority.

Employees who are eligible for recall shall be given three (3) calendar days' notice of recall by registered or certified mail sent to the employee's last known address. It is the responsibility of the employee on layoff to provide the Employer with his latest mailing address. The employee must notify the Employer within three (3) days after receipt of the notice whether the employee will accept recall. Once accepted, the Employee shall report within ten (10) working days after notification to the Sheriff or forfeit all rights to recall.

An employee's seniority shall be suspended while laid off from the department. All service earned prior to being laid off will be reinstated upon recall.

### **Section 13.7 - Promotion & Assignments**

The Employer shall post all assignments on the Labor Council bulletin board for a period of not less than ten days so that eligible employees may submit application. This shall not preclude the Employer from making temporary appointments during such ten day period.

Seniority may be considered in the promotion of employees covered by this Agreement.

### **Section 13.8 - Personal Day Selection**

Requests for personal days for the fiscal year may be submitted anytime after December 1st. Personal days will be awarded on a first come first served basis. Personal day requests submitted to the Sheriff or his designee at the same time will be resolved in favor of the senior employee.

### **Section 13.9 - Days Off and Shift Bidding**

Correctional Officers and Sergeants shall be allowed to select regular days off and shifts by seniority within job classification. Probationary correctional officers will not participate in shift bidding. The Sheriff or his designee shall post a list of available days off and shifts including swing shifts for Sergeants, for bidding no later than twenty (20) working days prior to the effective date. The effective date for implementing shall be December 1st and June 1st of each year during the term of this Agreement. On or before these dates the bidding process will have been completed and the effected

correctional officers will have been assigned the requested days off. In the event of same day requests, seniority shall be the determining factor.

There will be a minimum of one (1) female correctional officer and one (1) male correctional officer, excluding classification officers, bid on each shift. At no time will any female correctional officers on the same shift have exact common days off. Days off may overlap; i.e. Friday/Saturday and Saturday/Sunday but will not be exact. The Employer maintains the right to reassign probationary employees as necessary for the effective operation of the jail.

## **ARTICLE 14 - F.O.P. REPRESENTATIVES**

### **Section 14.1 - Attendance at Labor Council Meetings**

Subject to the need for orderly scheduling, manpower requirements and emergencies, the Sheriff may permit elected officials of the Board of Directors of the Labor Council reasonable time off to attend general, board or special meetings of the Labor Council, provided that at least seventy-two (72) hours' notice of such meetings shall be given in writing to the Sheriff, such notice may be less than seventy-two (72) hours by mutual agreement. The names of all such officials and officers shall be certified in writing to the Sheriff.

### **Section 14.2 - F.O.P. State or National Conferences**

Employees will be allowed to use vacation time, compensatory time and/or personal time off to attend F.O.P. State or National conferences, seminars or meetings. Requests for this time off will be submitted to the Sheriff, in writing, at least fourteen (14) days prior to the date of the requested time off. Any requests for time off referred to in this Section denied due to manpower shortages will be resolved in accordance with Section 14.3 of this Article; however, such requests shall be limited to one (1) officer per occurrence.

### **Section 14.3 - Manpower Replacement**

In the event denial of officer's participation in the aforementioned Sections is due to manpower shortages, the officer shall be allowed to utilize an off-duty officer, for not more than two (2) shifts, to work in his position in order that the officer making the

request may be relieved from duty. Such off-duty officer must be mutually agreed to between the Sheriff and the Officer. Shift changes will not cause overtime to be paid.

**Section 14.4 - Comp Time Pool**

Each employee will be allowed to assign up to three (3) hours comp-time to a comp-time pool for authorized use by any Labor Council member for the purpose of conducting Labor Council or Labor business. Use of the comp-time pool shall not cause overtime to the Department nor count towards the maximum forty (40) hour comp-time accumulation.

**Section 14.5 - Labor Council Negotiating Teams**

Members designated as being on the Labor Council Negotiating Team, who are scheduled to work on a day on which negotiations will occur, may, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay, with the permission of the Sheriff; such permission shall not be unreasonably denied. If a designated Labor Council Negotiating Team member is in regular day-off status on the day of negotiations, he will not be compensated for attending the session.

**ARTICLE 15 - HOURS OF WORK/OVERTIME**

**Section 15.1 - Workday and Workweek**

All time in excess of the hours worked in a regular work day, eight (8) hours or the regular workweek, forty (40) hours (Sunday through Saturday) shall be compensated as provided for in Section 15.2 of this Article.

**Section 15.2 - Overtime Pay**

A regular shift consists of eight (8) hours. A regular workweek consists of forty (40) hours.

All overtime in excess of the hours required of an employee by reason of the employee's regular duty, whether of an emergency nature or of a non-emergency nature, shall receive one and one-half (1½) times their regular hourly rate of pay for work performed in excess of eight (8) hours in a given day.

All hours in excess of forty (40) hours will be paid at the rate of one and one-half (1½) times the regular rate of pay.

Pay for overtime work shall be rounded off to the nearest quarter ( $\frac{1}{4}$ ) hour.

Compensatory time to a cap of forty (40) hours per fiscal year may be taken by an employee in lieu of compensation for overtime hours worked, at the election of the employee; however, the Sheriff has discretion to allow more than forty (40) hours in a fiscal year. Compensatory time for overtime shall be calculated at the rate of one and one-half ( $1\frac{1}{2}$ ) hours for each hour worked. Compensatory time to a cap of sixteen (16) hours may be carried over to the next fiscal year. Any hours above the sixteen (16) may not be carried over to the next fiscal year and will instead be paid to the bargaining unit member at the appropriate hourly base rate.

Overtime shall continue to be distributed according to the current practice. See attached Guidelines in Appendix E.

### **Section 15.3 - Break Periods**

Break or rest periods of fifteen (15) minutes may be taken near the middle of each half of the work shift unless unusual working situations prevent a break being taken.

### **Section 15.4 - Lunch Period**

Paid lunch time shall be thirty (30) minutes taken at the middle of the work shift, except on those occasions when the supervisor requests an alteration of this time due to unusual working situations, but under no circumstances shall an employee work an entire shift without a lunch period.

### **Section 15.5 - Court Appearances**

Employees covered by this Agreement, required to attend court outside their regularly scheduled work hours, shall be compensated at the overtime rate with a minimum of two (2) hours, unless it immediately precedes or follows a regularly scheduled shift.

### **Section 15.6 - Callback**

A callback is defined as an official assignment of work, which does not continuously precede or follow an officer's regularly scheduled working hours. Employees reporting back to the Employer's premises at a specified time on a regularly

scheduled work day shall be compensated for two (2) hours at the appropriate overtime rate or be compensated for actual time worked, whichever is greater, at the overtime rate.

**Section 15.7 - Stand-by**

Any Correctional Officer who is notified by the State's Attorney's Office to be on stand-by for court and has his movement restricted by virtue of waiting for notification shall receive two (2) hours at the appropriate rate. Without restricting an employee's mobility, the Employer may require the Employee to call in to determine the need for callback without having to pay stand-by.

**Section 15.8 - Responsibility to Work Overtime**

The Labor Council and its employee members acknowledge that bargaining unit work, by law, must be performed twenty-four (24) hours a day, three hundred sixty-five (365) days per year. The Labor Council and its members recognize that overtime is a necessity because of the nature of bargaining unit work and the limited number of available personnel. Refusal to work overtime may subject the employee to discipline.

**ARTICLE 16 - VACATIONS**

**Section 16.1 - Vacation Leave**

All employees in the bargaining unit shall earn paid vacation leave according to the following schedule:

- A. five (5) working days after six (6) months of service, or 3.08 hours per pay period.
- B. ten (10) working days after one (1) year of service, or 3.08 hours per pay period, which includes vacation given under paragraph (a).
- C. fifteen (15) working days after five (5) years of service, or 4.62 hours per pay period.
- D. twenty (20) working days after ten (10) years of service, or 6.154 hours per pay period.
- E. twenty-five (25) working days after eighteen (18) years of service, or 7.692 hours per pay period.



- F. commencing December 1, 1990, employee's vacation will be credited and taken on a pro rata basis with all credits assigned on December 1st of each year.

**Section 16.2 - Years of Service**

For the purposes of Section 16.1 only, "years of service" shall mean the length of time an employee has been employed by Tazewell County in full-time position.

**Section 16.3 - Vacation Pay**

All vacation leave will be paid at the Correctional Officers regular hourly adjusted base rate plus shift differential.

**Section 16.4 - Vacation Carry Over**

Employees may carry over from one fiscal year to another two (2) weeks of vacation time. If an employee fails to use vacation earned during the fiscal year in excess of the maximum permitted carry over, he/she shall lose the same. Notwithstanding the foregoing, if the Employer unreasonably denies a vacation request, then the employee will be entitled to carry over the vacation requested into the following fiscal year for use. No employee may sell back unused vacation at the end of the year.

Employees may anticipate and use up to two (2) weeks of vacation that is not yet earned.

**Section 16.5 - Accrued Vacation Time**

Employees who quit or resign from the department shall receive all accrued vacation time earned as of their date of resignation or retirement. Should an employee have utilized anticipated but unearned vacation time (not to exceed 80 hours) then leave the employment of the Sheriff's Department, the Sheriff may deduct vacation pay provided on an unearned but anticipated basis from the separated employee's final check.

**Section 16.6 - Vacation Scheduling**

Vacation requests made between December 1st and January 31st will be approved on the basis of seniority. Only two (2) weeks of vacation time will be subject to seniority in the approval process for bumping purposes.

Any vacation time off requested after January 31st will be subject to availability only and seniority will not apply.

Vacation schedules may be adjusted by the Sheriff to accommodate seasonal operations, emergencies, work assignments, or the number of personnel in particular ranks.

### **Section 16.7 - Vacation Time Use**

The employees shall be allowed to utilize up to one (1) week of accrued vacation time in one (1) day increments. Employees may use vacation in one (1) day increments beyond the one (1) week permitted in this Section with the mutual consent of the Sheriff.

## **ARTICLE 17 - HOLIDAYS**

### **Section 17.1 - Recognized and Observed Paid Holidays**

The following days shall be recognized and observed as paid holidays:

Christmas Eve	July 4th
Christmas Day	Labor Day
New Year's Day	Veteran's Day (Nov.11)
President's Day	Thanksgiving Day
Easter Sunday	Day after Thanksgiving Day
Memorial Day	

### **Section 17.2 - Compensation**

Correctional Officers who work on a holiday, as defined in Section 17.1, shall receive, in addition to their regular pay, double time (2) times their hourly adjusted base rate of pay for each hour worked on the holiday.

Correctional Officers who do not work on a holiday, as defined in Section 17.1, shall receive eight (8) hours holiday pay at their hourly adjusted base rate of pay.

## **ARTICLE 18 - PERSONAL DAYS**

Each year three (3) days with full pay may be used by non-probationary employees for personal leave for the purpose of attending to personal, legal, household or family matters that require absence during working hours. The Sheriff may grant a

probationary employee up to three (3) personal days during the probationary period. Except in emergencies, the employee shall request such leave on a form provided by the Employer, processed by the Sheriff, at least two (2) working days in advance of the day to be taken.

## **ARTICLE 19 - SICK LEAVE**

### **Section 19.1 - Purpose**

For the purposes of this Article, "Sick Leave", may be used for illness, disability or injury of the employee or an employee's immediate family (immediate family defined in this section as spouse or children); non-job-related injury for which the employee is under a doctor's care; or quarantined because of communicable disease in the family of the employee.

### **Section 19.2 - Accumulation**

- A. All employees covered under this Agreement will accrue sick days at the rate of one (1) day per month. Sick leave shall be taken in not less than two (2) hour increments.
- B. Sick leave may be accumulated to one hundred eighty (180) days maximum.

### **Section 19.3 - Credit Upon Retirement**

Upon retirement from the Sheriff's Department, an employee may apply all accrued sick leave toward retirement in accordance with Public Act 84-812. Also, the Employer will allow the employee to accrue up to two hundred and forty (240) days of sick leave to be used in accordance with this Section only.

### **Section 19.4 - Notification**

Except in cases of emergencies, the employee will notify the jail shift command at least two (2) hours in advance of the start of the shift or as soon as is practicable for which sick leave is being requested. It is the jail shift commander's responsibility to determine whether the employee has a legitimate reason for calling in with less than two (2) hours notice.

**Section 19.5 - Return to Work**

- A. If an employee is absent from work because of illness, or a non-job related accident, for three (3) or more consecutive work days, upon the employee's return to work such employee shall be required to present a certificate signed by a licensed physician in order to qualify for sick leave benefits if sick leave abuse is suspected. Such certificate shall be obtained at the expense of the employee. If it is necessary for the protection of public health and safety, the Employer may require the employee to be examined by a licensed physician before returning to work at the expense of the Employer.
- B. If an employee is absent from work because of illness and claims sick leave under this Article, either the day before or after his vacation, holiday or days off, on more than two (2) occasions annually, the employee may be required to present a certificate signed by a licensed physician in order to qualify for sick leave benefits. Such certificate shall be obtained at the expense of the employee. The Sheriff may require a physician of his choosing to examine the employee at the expense of the County of Tazewell for the sole purpose of determining if the employee was/is fit for duty.

**Section 19.6 - Working on Sick Leave**

Employees taking an authorized sick leave day are prohibited from working any outside employment during those days absent from the department.

**Section 19.7 - 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 19.1 of this Article.

Upon sufficient evidence of the abuse of such sick leave, the employee shall not be paid for such leave taken.

"Abuse" of sick leave shall subject the employee to disciplinary action pursuant to the terms of this Agreement.

**Section 19.9 - Transfer of Accrued Leave**

Bargaining unit members shall be allowed to transfer accrued paid leave to another bargaining unit member who is either catastrophically ill or injured as the result of a non-duty related injury or illness and is out of, or will be out of, accrued paid leave.

**ARTICLE 20 - FUNERAL LEAVE**

If death occurs in the immediate family of an employee, three (3) days leave will be allowed that employee at full pay. Such days will not be charged to vacation, sick leave or personal days.

For purposes of this Section, "immediate family" is defined as the spouse, son, daughter, (including step or adopted), brother, sister, mother, father, mother-in-law, father-in-law, and grandparents of the employee.

In the event that there is a death to a family member other than enumerated in above, the use of comp-time or vacation days will be permitted as provided for in this Agreement.

If the member of the immediate family as defined above resides out of state, the use of comp-time or vacation days may be used to supplement the provisions above as provided for in this Agreement.

Evidence satisfactory to the Sheriff may be requested as to the death and relationship to the employee, if abuse is suspected.

**ARTICLE 21 - UNPAID LEAVES OF ABSENCE**

**Section 21.1 - Criteria for Unpaid Leaves**

Leaves of absence without pay may be granted for health, educational, personal, or military reserve purposes. Leaves of absence may only be granted by the Sheriff in his sole discretion, who must immediately notify the County Administrator and the Payroll Department. Leaves may be granted with the following understanding between the Sheriff and the employees:

- A. Whether the position is held open is a determination to be made by the Sheriff. In cases where the position is held open, the position may be filled with a temporary employee. In cases where the position is not held

open, employees on leave wishing to return will be considered for the first position open of like pay and classification.

- B. During the leave of absence, an employee does not accrue credit for benefits. Both evaluation dates and benefit dates are adjusted to reflect the time off during the leave of absence.

**Section 21.2 - Prohibition Against Misuse of Leaves**

Any leaves granted pursuant to the terms under Article 21 shall not be used for the purpose of securing other employment. An employee during such leave may not be gainfully employed or independently self-employed without prior approval by the Sheriff. Violation of the provisions contained within this Agreement may subject the employee to immediate discharge and loss of all benefits and rights accrued pursuant to the terms of this Agreement.

**ARTICLE 22 - INSURANCE**

**Section 22.1 - County Contributions**

All bargaining unit employees will be offered the County's group insurance program at the time of employment. From December 1, 2002 through November 30, 2003, if the employee elects and qualifies, the County and the employee will share in the monthly cost of the premiums as follows:

<u>COVERAGE</u>	<u>COUNTY</u>	<u>EMPLOYEE</u>	<u>TOTAL</u>
Employee Health	\$354.40	\$ 25.53	\$379.93
Wrap Around	\$258.81	\$ 18.68	\$277.49
Supplemental	\$258.81	\$ 18.68	\$277.49
Maxi Care	\$258.81	\$ 18.68	\$277.49
Maxi Care Dependent	\$120.81	\$156.68	\$277.49
Dependent Health	\$128.11	\$164.44	\$292.55
Dental	\$ 23.16	\$ 0.00	\$ 23.16
Dependent Dental	\$ 5.24	\$ 20.21	\$ 25.45

Thereafter, the employee will pay 50% of all increases for the health and dental coverage.

Effective December 1, 2005, monthly insurance premiums paid by FOP bargaining unit employees shall be equal to that paid by the AFSCME and FOP Probation bargaining units, respectively.

In the event the Employer is required to change the level of benefits through no fault, initiation or decision of the Employer (policy cancellation, but not premium increases or decreases), the Employer agrees:

- A. No changes will be made without sixty (60) days prior written notice to the Labor Council; and
- B. Should the Labor Council notify the Employer of its desire to bargain over the changes and/or the impact thereof, no changes shall be made until the parties have concluded such bargaining. Should an impasse arise in such bargaining, the parties shall resolve the impasse by arbitration, using the procedures of Section 1614 of the Act. The arbitrator/arbitration panel shall have the authority to issue awards retroactively effective to the date the Labor Council demanded bargaining.

In the event the Employer wishes to change carriers and maintain the same level of benefits, a representative of the Local Labor Council will be invited to participate in discussion.

The Labor Council shall have the right to reopen and bargain insurance related issues should they determine the need is present after December 1, 2009.

### **Section 22.2 - Retirement**

Any employee covered by this Agreement who is retired or retires before Dec. 1, 1993, will be provided the same medical and life insurance on the same terms and conditions as active employees with the exception of the 25% family dependent premium payment by the Employer which the retired employee shall pay, except that a retiree who has qualified for IMRF benefits reaches age sixty-five (65), the County's contribution toward the medical insurance premium will be applied to a supplemental Medicare policy.

Any employee covered by this Agreement who retires after November 30, 1993, will be provided the same medical and life insurance on the same terms and conditions as active employees, but shall pay fifty percent (50%) of the premium costs for the employee only. No dependent coverage will be paid by the Employer and should the retired employee elect dependent coverage they shall pay all of the same. Any retired employee who qualifies for IMRF benefits, the County's contribution toward medical insurance premiums will be applied to a supplemental Medicare policy to which the employee will pay fifty percent (50%).

If a correctional officer retires prior to November 30, 1993, and accepts employment that offers another health plan for which the retiree qualifies, the retired employee must enroll in the new plan. The County's policy will become the secondary provider until such time as the retiree is no longer covered by a health care plan of another employer.

For the purposes of this Article, an employee shall be considered a retiree when that employee meets the following criteria:

- A. Terminates the employment with the County for any reason other than "just cause discharge."
- B. Meets the following requirements:
  - 1) must have participated a minimum of twenty (20) years in the I.M.R.F. program;
  - 2) must have attained age fifty-five (55) or the minimum age required by IMRF.

### **Section 22.3 - Liability Insurance**

The County will continue to maintain personal and vehicle liability insurance for each officer during the term of this Agreement.

### **Section 22.4 - Insurance Committee**

- A. Cost Review: The County and this bargaining unit agree to participate in an insurance committee established countywide to review ways to control or reduce insurance costs. The Insurance Committee may make recommendations to the County Board for changes in health care



coverage that will reduce or minimize increases in health care premiums. One representative from the F.O.P. Corrections' bargaining unit, along with six (6) management representatives and other county bargaining unit representatives will be eligible to participate as committee members. Recommendations may be made with a two-thirds majority of those representatives identified by this section. All changes are subject to approval of the County Board. Any savings generated by plan changes different than those that exist upon execution of this Agreement result in a decrease in premium costs shall be passed directly to the dependent premium increases in the first and second year of this Agreement and thereafter all reductions resulting from changes in health care coverage which result in a premium savings shall be passed along proportionately to the employee and dependent coverage premiums.

- B. Benefit Denial Review: The Insurance Committee may also review disputed claims of employees prior to appealing to the Plan Administrator. The review shall be initiated and completed within the time limits prescribed for review under the Health Insurance Plan and this Committee shall only have the authority and power to recommend to the Plan Administrator the disposition of any disputed claim under the Plan benefits.

### **Section 22.5 - Survivor's insurance**

The Employer agrees to provide, without charge, the same health insurance coverage and benefits provided to bargaining unit employees to the surviving spouse and all dependents of an employee who dies as a result of performing his/her official duties.

Such surviving spouse and/or dependents shall continue to be provided coverage and benefits by the Employer until, in the case of the spouse, such time as he or she may remarry or otherwise becomes eligible for other insurance or Medicare, and in the case of dependents, until such time as they no longer qualify for coverage under the terms of the plan.

- A. The costs of such coverage and benefits shall be fully paid by the Employer.
- B. For purposes of this Section only, the phrase while performing his/her official duties shall include all supervisory and other law enforcement activities in which a deputy might engage in during the normal course of service. The Employer shall not be required to provide this benefit to the surviving spouse or dependents of an employee who dies as a result of natural or other causes or suicide.

## **ARTICLE 23 - INDEMNIFICATION**

### **Section 23.1 - Employer Responsibility**

The Tazewell County Correctional Officers shall be covered by the Tazewell County liability insurance limit of one million dollars (\$1,000,000) per incident.

### **Section 23.2 - Legal Representation**

Officers shall have legal representation by the Employer in any civil cause of action brought against an officer resulting from or arising out of the performance of duties, pursuant to 65 ILCS 5/1-4-6.

### **Section 23.3 - Cooperation**

Officers shall be required to cooperate with the Employer during the course of the investigation, administration or litigation of any claim arising out of this Article.

### **Section 23.4 - Applicability**

The Employer shall provide the protection set forth above, so long as the officer is acting within the scope of his employment and where the officer cooperates, as defined in Paragraph entitled "Cooperation" with the Employer in defense of the action or actions or claims.

## **ARTICLE 24 - SAFETY ISSUES**

### **Section 24.1 - Safety Committee**

There shall be a Safety Committee comprised of not more than three (3) officers, one (1) on each shift; members of the Committee will be agreed to by the Labor Council

and the Sheriff. The Safety Committee and the Sheriff will meet to discuss safety issues at such times as is deemed necessary, provided that seventy-two (72) hours' notice is given by the party asking for the meeting.

### **Section 24.2 - Safety Complaints**

Complaints regarding the safety of a piece of equipment shall be brought to the attention of the Jail Superintendent. If the defect in the equipment constitutes a hazard to the Correctional Officer required to operate or use such equipment and the complaining Correctional Officer is not satisfied with the action taken by the Jail Superintendent, he may take the complaint to the Sheriff; however, the complaining Correctional Officer shall abide by the Jail Superintendent's decision until such time as the dispute can reasonably be brought to the attention of the Sheriff. The Sheriff will resolve the dispute between the Jail Superintendent and the complaining Correctional Officer.

The Sheriff shall take all reasonable steps to assure that all equipment necessary to the on duty is in safe working condition.

## **ARTICLE 25 - BULLETIN BOARDS**

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

## **ARTICLE 26 - PHYSICAL FITNESS**

### **Section 26.1 - Agreement in Principle**

Both the Labor Council and the Department hereby acknowledge the importance of physical health and well being in each officer's continued performance of his/her duties with the Sheriff's Department. For these purposes, the parties agree that this physical fitness-testing program shall be implemented upon signing of this Agreement.

### **Section 26.2 - Test**

The Sheriff adopts the Illinois Secretary of State's Physical Fitness Program as it exists on 12/1/01 and the same is hereby incorporated herein by reference. The

program shall be administered and supervised by the Sheriff's designee. Those who successfully complete the test each year shall be eligible for the achievement bonus provided for in Section 26.3 herein. The test shall remain the same during the duration of this Agreement. Results of the skin fold test shall not be used to determine eligibility.

**Section 26.3 - Achievement Bonus**

All employees covered by this Agreement, upon successful completion of the Section 26.2 test shall receive a bonus of \$400.00.

**ARTICLE 27 - WAGES**

**Section 27.1 - Base Pay Rates:**

Employees will be paid per Appendix D entitled "Base Wage Schedule".

~~The new rate will become effective on December 1, 2008. The hourly salary will be determined by dividing the annual salary as enumerated in Appendix D by two thousand eighty (2,080) hours. The biweekly straight time payments shall be determined by multiplying the hourly rate times eighty (80) hours and the new rate shall be effective on December 1st of each year thereafter and end on November 30th of each year.~~

~~It is agreed that all employees on the payroll as of the date of ratification by the bargaining unit and any employee who has retired in good standing since December 1, 2008 shall be eligible for and receive a retroactivity pay check for all hours paid since December 1, 2008.~~

The Employer agrees to increase the wages appearing on Appendix D "Base Wage Schedule" effective December 1, 2011, with a wage increase of 3.25%. Effective December 1, 2012, 3.25% and effective December 1, 2013, 3.25%.

**Section 27.2 - Educational Additions**

Any Correctional Officer who qualifies for educational additional pay shall be paid in accordance with the following schedule:

Associate Degree in Law Enforcement or Corrections:

Five Hundred Twenty Dollars (\$520.00) per year

Bachelors' Degree in Law Enforcement or Corrections:

One Thousand Forty Dollars (\$1,040.00) per year

Masters' Degree in Law Enforcement or Corrections:

One Thousand Five Hundred Sixty Dollars (\$1,560.00) per year

Educational pay under this schedule shall be a part of the regular hourly-adjusted base rate for determining overtime. Correctional Officers who have an Associate Degree, Bachelors' Degree, or Masters' Degree not in Law Enforcement shall receive one-half (½) compensation for the respective degrees as provided for in this Section.

Education pay shall be included in the employee's base pay for all purposes.

Any employee who takes nine (9) hours per year in classes related to the police protection profession will be paid \$100.00 for every nine (9) hours that they pass on an annual basis related to a college degree and police protection. Classes must be approved in advance by the Sheriff and the employee must receive a "C" grade or better.

**Section 27.3 - Shift Differential**

Correctional Officers assigned to second (2<sup>nd</sup>) shift or a swing shift shall receive an additional thirty cents (\$.30) per hour to be added to their adjusted base pay. Correctional Officers assigned to the third (3<sup>rd</sup>) shift will receive thirty-five cents (\$.35) per hour to be added to their adjusted base pay. Swing shift shall be defined as: "any combination of first (1st), second (2<sup>nd</sup>) and third (3<sup>rd</sup>) shifts". When a corrections officer is assigned to second (2<sup>nd</sup>), third (3<sup>rd</sup>), or swing shift, such corrections officer shall receive the additional pay only for the hours worked on second (2<sup>nd</sup>) or third (3<sup>rd</sup>) shift.

**Section 27.4 - Regular Hourly Adjusted Base Rate**

Sergeants appointed by the Sheriff after certification by the Tazewell County Merit Commission shall receive an additional 15% per hour effective 12/1/08.

**Section 27.5 - Upgrade Pay**

The position of Corrections Sergeant shall be assigned by the Sheriff at his discretion from a list certified by the Merit Commission. The Sheriff's assignment will not be grievable.

The Sheriff may assign a person to be acting Sergeant in the absence of a Sergeant. They shall be paid at the same rate as if they were a Sergeant, based upon their own seniority (see Section 4 above).

Any Correctional Officer assigned as Field Training Officer will receive three (3) hours overtime per week while training a recruit.

### **Section 27.6 - Promotional Testing**

The Sheriff shall create a promotional test to be given to Sergeants from time to time for a promotion. The test shall consist of four (4) areas to review and shall be given the following weight in compiling a total score:

Written test – 70% (must have 70% test score to pass the written exam);

Oral test – 25%;

Seniority – 5%; and

Veterans – 5%

The Sheriff will learn the test scores of those individuals being promoted and will have the information prior to making his decision. Any one who is presently a Sergeant and who takes the next promotional written test after January 1, 2000, will be appointed Sergeant if they pass the written exam.

### **Section 27.7 - Classification Officer Pay**

Effective 12-1-05, any corrections officer assigned to the position of Classification Officer shall receive an additional 7.5% added to his/her base salary.

## **ARTICLE 28 - MISCELLANEOUS PROVISIONS**

### **Section 28.1 - Work Rules and Personnel Policies**

To the extent that the Tazewell County Sheriff's Work Rules, Merit Commission Rules and Regulations and Procedures, the Tazewell County Employees Personnel Policies Handbook does not conflict with the provisions of this Agreement, such policies shall continue in full force and effect.

**Section 28.2 - Uniform Allowance**

Uniform allowance shall be paid to Tazewell County Correctional Officers in two (2) equal semi-annual installments on December 1<sup>st</sup> and May 1<sup>st</sup> of each year. Employees must be on the payroll of the County at the time the payment is made in order to be eligible. Effective December 1, 1998 and uniform allowance shall be \$600.00, effective December 1, 1999 it shall be \$650.00 and effective December 1, 2000 it shall be \$800.00.

**Section 28.3 - Printing of Agreement**

The Employer shall be responsible for the printing of necessary copies of this Agreement and shall provide the Union an opportunity to proof the Agreement prior to printing. The cost of printing this Agreement shall be equally shared by both parties. The Employer shall distribute one (1) copy to each bargaining unit employee covered by this Agreement, and shall also provide each new bargaining unit employee, regardless of Union membership or status, upon employment.

**Section 28.4 - Authorized F.O.P. Representatives**

With the approval of the Sheriff or his designee, authorized representatives of the National or State Labor Council shall be permitted to visit the Department during working hours to talk with officers of the local Labor Council and/or representatives of the Employer concerning matters covered by this Agreement, so long as such visit does not interfere with the operation of the Sheriff's Department. Approval shall not be unreasonably denied.

**Section 28.5 - Right to Examine Records**

The Labor Council or a representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance, at reasonable times with the employee's consent. The above records shall not be accessed without the Sheriff or his designee in attendance.

**Section 28.6 - Replacement and Repair**

The Employer agrees to repair or replace as necessary an officer's eye glasses (limited to \$150.00), contact lenses, prescription sunglasses, wrist watches (limited to \$100.00), if such are damaged or broken, when during the course of the employee's duties the employee is required to exert physical force or is attacked by another person. The incident is to be documented with the immediate supervisor by providing proof of payment.

**Section 28.7 - Immunization**

The Employer agrees to pay all expenses for inoculation or immunization shots, at a 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 officer has been exposed to said disease in the line of duty.

The Employer agrees to release employees from duty for the purpose of receiving immunizations and inoculations during the hours of work, such time will be paid.

**Section 28.8 - Shift Exchange**

Employees shall be permitted to swap shifts with approval of the Sheriff, or Jail Superintendent or a designee. Shift exchanges shall not cause overtime.

**Section 28.9 - Alcohol and Drug Testing**

**A. Statement of Policy**

It is the policy of Tazewell County and the Illinois Fraternal Order of Police Labor Council that the public has the right to expect persons employed by the Tazewell County Sheriff's Department to be free from the effects of drugs and alcohol. The Employer 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 bargaining unit employees.

**B. Prohibitions**

Employees shall be prohibited from:



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

This Section is not intended to limit the duty of the Employer to enforce the laws of the State of Illinois and all regulations of the Tazewell County Sheriff's Department or to restrict the Employer's right to require prospective hires to submit to a drug screening procedure.

#### C. Drug and Alcohol Testing

When the Sheriff has reasonable suspicion to believe that an employee is under the influence of alcohol or drugs during the course of the work day, the Sheriff shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. Employees who test positive for either prescribed drugs or alcohol by virtue of the Employer having reasonable suspicion are subject to random testing for period not to exceed one (1) year from the date of the confirmed positive test result as a condition of continued employment.

#### D. Order to Submit to Testing

At the time an employee is ordered to submit to testing authorized by this Agreement, the Sheriff shall provide the employee with a written notice of the order, setting forth the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. The employee shall be permitted to consult with a representative of the FOP or a private attorney at the time the order is given; provided, however, that in no circumstances may implementation of the order be delayed longer than forty five (45) minutes. No

questioning of the employee shall be conducted without first affording the employee the right to FOP representation and/or legal counsel. Refusal to submit to such testing may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he may have.

#### E. Tests to Be Conducted

In conducting the testing, authorized by this Agreement, the Tazewell County Sheriff's Department shall:

- 1) use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);
- 2) ensure that the laboratory or facility selected conforms to all NIDA standards;
- 3) establish a chain of custody procedure for both sample collection and testing that will insure the integrity of the identity of each sample and test result. No employee covered by this Agreement shall be permitted at any time to become a part of this chain of custody;
- 4) collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the employee;
- 5) collect samples in such a manner as to insure a high degree of security for the sample and its freedom from adulteration;
- 6) 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;
- 7) provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility

of the employee's own choosing, at the employee's expense; Provided the employee makes such demand of the Sheriff or his designee within seventy-two (72) hours of receiving the results of the test;

- 8) require that the laboratory or hospital facility report to the Sheriff that a blood or urine sample is positive only if both the initial screening and subsequent confirmatory test indicate the presence of a substance. Should any information concerning such testing or the results thereof be used herein (i.e. billings for testing that reveal the nature or number of tests administered), the Employer will not use such information in any manner or forum adverse to the employee's interests;
- 9) require that with regard to alcohol testing, for the purpose of determining whether or not the employee is under the influence of alcohol, test results that show an alcohol concentration of .02 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive. This shall not preclude the Employer from attempting to show that lesser test results, i.e., below .02, demonstrate that the employee was under the influence of alcohol, but the Employer shall bear the burden of proof in such cases. The Employer shall also be permitted to offer and the employee shall be required to submit to a breathalyzer test administered by non-bargaining unit personnel, provided that such breathalyzer test shall be conducted by qualified personnel in an area which affords privacy;
- 10) provide each employee tested with a copy of all information and reports received by the Employer in connection with the testing and the results at no cost to the employee;
- 11) 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.

F. Right to Contest

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

G. Voluntary Requests for Assistance

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

All employees who voluntarily seek assistance with a prescribed drug and/or alcohol related problem, shall not be subject to any disciplinary or other adverse employment action by the Employer.

The foregoing is conditioned upon:

- 1) the employee agreeing to the appropriate treatment as determined by the physician(s) involved;

- 2) the employee discontinues his abuse of the drug or abuse of alcohol;
- 3) the employee completes the course of treatment prescribed, included an "after-care" group for a period of up to twelve (12) months;
- 4) the employee agrees to submit to random testing during hours of work during the period of "after-care" for a period of not more than one (1) year.

Employees who do not agree to or act in accordance with the foregoing, or who test positive for drugs, or test positive for alcohol shall be subject to discipline, up to and including discharge, based on the facts and circumstances of the particular case. Employees who test positive for either prescribed drugs or alcohol by virtue of the Employer having reasonable suspicion are subject to random testing for period not to exceed one (1) year from the date of the confirmed positive test result as a condition of continued employment.

The foregoing shall not be construed as an obligation on the part of the Employer to retain an employee on active status through the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing the duties of a Tazewell County Sheriff's Department 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 any accumulated paid leave that he/she may have, such as compensatory time, vacation time, sick days, or personal leave days, or take an unpaid leave of absence pending treatment at their option.

#### H. Discipline

The Employer shall have the right to discipline employees or recommend discipline against employees, as may be appropriate, for any violations of this Policy. Such discipline, or recommendations for such, may include discharge subject to the provisions of paragraph G.

Positive confirmed test results for any illegal drug shall result in termination of an employee.

### **Section 28.10 - Protective Vests**

The Employer will provide protective vests to all bargaining unit members by relocation into new jail facility. A Joint Advisory Committee will recommend the threat level and specifications of the vests which shall be determined by the Employer. Protective Vests will be a mandatory part of the uniform. Employer will replace them at the end of the warranty period.

### **Section 28.11 - Residency**

Employees may reside within a fifteen (15) mile, straight-line radius, of the Tazewell County Justice Center, anywhere within Tazewell County and anywhere within the city limits of Peoria, Illinois, even if beyond 15 miles.

## **ARTICLE 29 - ENTIRE AGREEMENT /SAVINGS CLAUSE**

### **Section 29.1 - Entire Agreement Waiver**

This Agreement constitutes the entire agreement between the parties and no verbal statements shall supersede any of its provisions. Any amendment supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto. The Employer and the Labor Council, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to:

- A. any subject matter or matter specifically referred to or covered in this Agreement; and,
- B. subjects or matters that arose as a result of the parties proposals during bargaining but which were not agreed to.

### **Section 29.2 - Savings Clause**

If any Article or Section of this Agreement or any addenda thereto shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if any compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby,

and the parties shall immediately negotiate a substitute for the invalidated Article, Section or portion thereof.

## **ARTICLE 30 - DURATION**

### **Section 30.1 - Term of Agreement**

This Agreement shall be effective from December 1, ~~2008~~ 2011 and shall remain in full force and effect until November 30, ~~2014~~ 2014. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party no earlier than one hundred twenty (120) days preceding expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

### **Section 30.2 - Continuing Effect**

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

### **Section 30.3 – Retro Pay**

Any retro pay owed upon the resolution of a successor Collective Bargaining Agreement will be paid within 45 days of the issuance of an award or within 45 days of approval of a Collective Bargaining Agreement by the Employer's bargaining representative(s), whichever comes first.

**SIGNATURES**

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 12<sup>th</sup> day of December, 2014.

FOR THE EMPLOYER:



\_\_\_\_\_

Tazewell County Board Chairman

\_\_\_\_\_

Tazewell County Sheriff

Christie Lee Webb

\_\_\_\_\_

Tazewell County Clerk

(SEAL)

FOR THE UNION:

Michelle Melleto

\_\_\_\_\_

Tazewell Co. FOP Labor Council #98



\_\_\_\_\_

Tazewell Co. FOP Labor Council #98

Steve VanDoren

\_\_\_\_\_

Tazewell Co. FOP Labor Council #98

Rob Scott

\_\_\_\_\_

Rob Scott, Illinois FOP Labor Council



Resolution #2- County Board Minutes December 10, 2014

No Sheriff Signature Obtained

**APPENDIX A - DUES AUTHORIZATION FORM**

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

I, \_\_\_\_\_, hereby authorize my employer, \_\_\_\_\_, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. (In addition, I authorize my Employer named hereinabove to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of my employment, in such manner as it so directs.)

Date: \_\_\_\_\_ Signed: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

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

(217) 698-9433

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



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

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

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

**STEP ONE**

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

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

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

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

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

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

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

**EMPLOYER'S STEP ONE RESPONSE**

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

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

\_\_\_\_\_  
Position

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

\_\_\_\_\_  
Date

**STEP TWO**

Reasons for Advancing Grievance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

**EMPLOYER'S STEP TWO RESPONSE**

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

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

\_\_\_\_\_  
Position

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

\_\_\_\_\_  
Date

Lodge No. / Year / Grievance No.

**STEP THREE**

Reasons for Advancing Grievance: \_\_\_\_\_  
\_\_\_\_\_

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

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

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

**EMPLOYER'S STEP THREE RESPONSE**

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

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

\_\_\_\_\_  
Position

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

\_\_\_\_\_  
Date

**STEP FOUR**

Reasons for Advancing Grievance: \_\_\_\_\_  
\_\_\_\_\_

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

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

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

**EMPLOYER'S STEP FOUR RESPONSE**

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

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

\_\_\_\_\_  
Position

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

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Date

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



## APPENDIX C - UNIFORMS

Correctional Officers will be given as initial issue the following items and accessories, with the number of each item shown in parentheses:

- Winter Jacket (1)
- Summer Shirt (3)
- Slacks (3)
- Name Plate (2)
- Badge (2)
- Commission Card (1)
- Hat (1) Ball Cap
- Black Uniform Shoes (1 pair)
- Handcuffs
- Leather and Required Accessories
- Key holder
- Belt
- Radio Holder
- Radio
- Handcuff Case
- Flashlight Holder
- Flashlight

Any additions to, or variations from, the above listed equipment, must be approved by the Jail Superintendent prior to being allowed for use as part of the uniform.

Any Correction Officers who have not received the above-enumerated items prior to the initiation of this Agreement will receive only the items not issued to them at the time of their hire.

**APPENDIX D - BASE WAGE SCHEDULE**

	6/1/2011	12/1/2011	12/1/2012	12/1/2013
	Current	3.25%	3.25%	3.25%
Start	\$37,333.51	\$38,546.85	\$39,799.62	\$41,093.11
Year 1-2	\$38,138.89	\$39,378.40	\$40,658.20	\$41,979.59
Year 2-3	\$38,944.29	\$40,209.98	\$41,516.80	\$42,866.10
Year 3-4	\$39,749.69	\$41,041.55	\$42,375.41	\$43,752.61
Year 4-5	\$40,555.08	\$41,873.12	\$43,234.00	\$44,639.10
Year 5-6	\$41,360.49	\$42,704.71	\$44,092.61	\$45,525.62
Year 6-7	\$42,165.87	\$43,536.26	\$44,951.19	\$46,412.10
Year 7-8	\$42,971.27	\$44,367.84	\$45,809.79	\$47,298.61
Year 8-9	\$43,776.66	\$45,199.40	\$46,668.38	\$48,185.10
Year 9-10	\$44,582.05	\$46,030.97	\$47,526.97	\$49,071.60
Year 10-11	\$45,387.44	\$46,862.53	\$48,385.56	\$49,958.09
Year 11-12	\$46,192.81	\$47,694.08	\$49,244.13	\$50,844.57
Year 12-13	\$46,998.22	\$48,525.66	\$50,102.75	\$51,731.09
Year 13-14	\$47,809.25	\$49,363.05	\$50,967.35	\$52,623.79
Year 14-15	\$48,614.64	\$50,194.62	\$51,825.94	\$53,510.28
Year 15-16	\$49,420.01	\$51,026.16	\$52,684.51	\$54,396.76
Year 17-18	\$50,902.60	\$52,556.93	\$54,265.03	\$56,028.65
Year 19+	\$52,429.69	\$54,133.65	\$55,893.00	\$57,709.52
Sgts. Pay	15% above Corrections longevity step			

## APPENDIX E - OVERTIME GUIDELINES

### 1. **Eligibility for overtime:**

- A. No Officer is eligible for overtime (2) shifts after their regular shift when calling in sick or taking a Funeral day.
- B. No Officer will be called for overtime on the weekend before/after their week off. A week can consist of any combination of P/D's, Comp Days, Vacation days, and or Trade days (a week is considered 5 consecutive days).
- C. An Officer is eligible for overtime up to (2) shifts before and after they have taken a P/Day, Comp Day, Vacation day, Trade Day, But Can Not Be Forced.

### 2. **Callout procedure will be as follows:**

- A. Sergeant overtime will be kept separate from Correctional Officer overtime.
- B. The first overtime callout of the fiscal year will be by seniority. From then on it will be on a rotation basis starting at the top with the first eligible officer.
- C. A "yes", "no", or a "force" will rotate you to the bottom of the list.
- D. A "no contact" or not being eligible keeps you in your present position.
- E. In the event that a Correctional Officer overtime position is not filled after going through the rotation list, the Sergeant's will have the opportunity for the Correctional Officer overtime. If a Sergeant accepts or declines a Correctional Officer overtime they will be rotated to the bottom of the Correctional Officer callout list. If the overtime is not filled or declined by the Sergeants then a Correctional Officer will be forced for that position. Conversely, the Sergeants will follow the same callout procedure.
- F. The results of the overtime callout will be entered in the computer immediately.

### 3. **The forcing procedure will be as follows:**

- A. A Correctional officer can only be forced for Correctional Officer overtime when available and a Sergeant for Sergeant overtime when available.
- B. The Officer with the least amount of seniority will be forced first. Ties go by seniority. Eligibility will be determined by the last date forced, not the number of forces.
- C. Correctional Officers released off the FTO program will be placed at the bottom of the rotation call out list.
- D. Shift Command will leave a voice mail on an incoming Officer's phone letting them know they have been forced for overtime. If the Officer does not receive the voice mail they will be notified once they arrive for their scheduled shift.

- E. An Officer is not eligible to be forced (2) shifts after their "Friday" shift unless deemed necessary.
  - F. A scheduled Personal Day, Comp Day, Vacation day and or Trade day will take precedence over an Officer's "Friday" or an Officer who volunteers to work on their weekend.
4. The Holiday overtime will be called out separately and logged separately.
  5. Overtime guidelines are subject to change in accordance to the operational needs of the Tazewell county justice Center.



Motion by Member Wolfe (Dist. 1), Second by Member Hillegonds (Dist. 3) to approve resolution 4.  
Motion Carried by Voice Vote.

Absent: Crawford (Dist. 3), Donahue (Dist. 2), Harris (Dist. 3), Holford (Dist. 3), Imig (Dist. 2), Neuhauser (Dist. 2), Proehl (Dist. 1), Rinehart (Dist. 3), Sundell (Dist. 1), Vanderheydt (Dist. 1) - 10.







## Tazewell County Board Calendar of Meetings January 2015

<b>New Year Holiday</b>	Thursday, January 01	County Offices Closed
<b>Zoning Board of Appeals</b> (Newman)	Tuesday, January 06 6:00pm - JCCR	Connett, Crawford, Hillegonds, Mingus, Palmer, Redlingshafer, Rinehart, Sundell
<b>Land Use</b> (Hillegonds)	Tuesday, January 13 5:00pm – Jury Room	Rinehart, Connett, Crawford, Mingus, Palmer, Redlingshafer, Sundell
<b>Insurance Review</b> (Zimmerman)	Thursday, January 15 3:00pm – Jury Room	Neuhauser, Aeilts, Connett, Gillespie, Graff, Johnson, Kreiter, McKinney, Malavolti, Moretto, Richmond, Wolfe
<b>Health Services</b> (Imig)	Thursday, January 15 5:30pm - TCHD	Sundell, Graff, Harris, Holford, Mingus, Sinn, Vanderheydt
<b>Transportation</b> (Sinn)	Monday, January 19 8:00am - Tremont	Proehl, Crawford, D. Grimm, Holford, Palmer, Rinehart, Wolfe
<b>Property</b> (D. Grimm)	Tuesday, January 20 3:30pm - JCCR	B. Grimm, Donahue, Meisinger, Neuhauser, Proehl, Vanderheydt, Wolfe
<b>Finance</b> (Neuhauser)	Tuesday, January 20 following Property - JCCR	Graff, Connett, Donahue, B. Grimm, Harris, Hillegonds, Imig, Meisinger, Mingus, Redlingshafer
<b>Human Resources</b> (Harris)	Tuesday, January 20 following Finance - JCCR	Meisinger, Connett, Donahue, Graff, B. Grimm, Hillegonds, Imig, Mingus, Neuhauser, Redlingshafer
<b>Risk Management</b> (Zimmerman)	Wednesday, January 21 4:00pm – Jury Room	Neuhauser, Connett, Crawford, Donahue, B. Grimm, D. Grimm, Harris, Hillegonds, Imig, Meisinger, Sinn *(Auditor, Treasurer, State's Attorney)*
<b>Executive</b> (Zimmerman)	Wednesday, January 21 following Executive	Neuhauser, Connett, Crawford, Donahue, B. Grimm, D. Grimm, Harris, Hillegonds, Imig, Meisinger, Sinn
<b>Board of Health</b> (Burton)	Monday, January 26 6:30 pm – TCHD	Imig
<b>County Board</b>	Wednesday, January 28 6:00 pm – JCCR	<b>All County Board Members</b>

Board Recessed at 7:05 P.M. Next Meeting will be held on January 28, 2015.

I, Christie A. Webb, Clerk of Tazewell County, do hereby certify that the foregoing is a true and complete copy of the Board Minutes at a meeting held in the Justice Center Community Room in the City of Pekin, Illinois on December 10, 2014 at 6:02 P.M. The originals of which are in my custody in my office and that I am the Legal custodian of the same.

In Testimony Whereof, I have hereunto subscribed my hand and affixed the Seal of the said County at my office in Pekin, Illinois this 10th day of December, 2014.