

ILLINOIS FOP LABOR COUNCIL

and

MONTGOMERY COUNTY SHERIFF / MONTGOMERY COUNTY BOARD

Deputies

December 1, 2018 – November 30, 2021

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PREAMBLE

This Agreement by and between the Montgomery County Sheriff's Office and County Board of Montgomery County, hereinafter referred to as the "Employers", and the Illinois Fraternal Order of Police Labor Council, representing Montgomery County Sheriff's Deputies, hereinafter referred to as the "Labor Council" shall become effective December 1, 2018, and shall be in effect in the territory covered by the Montgomery County Sheriff's Office.

If any provision of this Agreement or the application of any such provision should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the subject matter of such invalid provisions shall be open to immediate negotiations.

ARTICLE 1 - PURPOSE AND RECOGNITION

Section 1.1 - General

It is the intent and purpose of the parties hereto to set forth the Agreement between them for the term hereof concerning rates of pay, wages, hours of employment, and other working conditions to be observed by them and the employees covered hereby.

Section 1.2 - Recognition

The Employers recognize the Labor Council, its agents, representatives, or successors as the sole and exclusive bargaining agent for all regular full-time employees who are employed in the job classification of Sheriff's Deputy.

Section 1.3 - Integrity of the Bargaining Units

The Employers recognize the integrity of the bargaining unit and will not take any action directed at eroding it.

Section 1.4 - Labor Council Exclusivity

The Employers shall not meet, discuss, confer, subsidize, or negotiate with any other employee organization or its representatives on matters pertaining to hours, wages, or working conditions, nor shall the Employers negotiate with employees over their hours, wages, and working conditions except as provided herein.

The Employers agree that they will not sponsor or promote, financially or otherwise, any group or labor organization for the purpose of undermining the Labor Council.

The parties mutually agree not to interfere with, restrain, coerce, or discriminate against any employee in connection with his/her membership in the Labor Council.

Section 1.5 - Classifications

The job classifications now contained within the appendices are for descriptive purposes only. Their use is neither an indication nor a guarantee that these classifications or titles continue to be utilized by the Employers. The Employers shall, at least six (6) days prior to

implementation, notify the Labor Council of any decision to change or alter such job classification. If such change will directly affect any employee otherwise covered by this Agreement, the Employers shall, upon written request, meet and discuss the matter with the Labor Council. If an agreement cannot be reached within a very short period of time, either side shall be free to pursue its normal legal remedies.

Section 1.6 - Probation

All newly hired employees shall serve a probationary period of one (1) year from the date of hire in the bargaining unit. During the probationary period, the employee shall be subject to dismissal for any reason without recourse to the grievance procedure. Upon completion of the probation period, the employee shall be granted seniority rights from his/her most recent date of hire.

When an employee is transferred, promoted, or assigned to another position, he/she may return to his/her former position after the one (1) year probationary period if the employee makes the request or the Employers order the employee to return, subject to the grievance procedure.

Any new employee hired after December 1, 1995, will be required to reside in Montgomery County within one year. All employees hired prior to December 1, 1995 will be exempt from the residency requirement.

ARTICLE 2 - MANAGEMENT RIGHTS

The Employers have, and will continue to retain, the right to operate and manage affairs in each and every respect. The rights reserved to the sole discretion of the Employers shall include, but not be limited to the following rights:

- (A) to determine the organization and operations of the Sheriff's Office;
- (B) to determine and change the purpose, composition, and function of each of its constituent departments and subdivisions;
- (C) to set standards for the services to be offered to the public;
- (D) to direct the employees of the Sheriff's Office including the right to assign work and overtime;
- (E) to hire, examine, classify, select, promote, restore to career service positions, train, transfer, assign, and schedule employees;
- (F) to increase, reduce or change, modify or alter, the composition and size of the work force including, but not limited to, the right to relieve employees from duties because of lack of work or funds or other proper reasons;
- (G) to establish work schedules and to determine starting and quitting times and the number of hours to be worked;

- (H) to establish, modify, combine, or abolish job positions and classifications;
- (I) to add, delete or alter methods of operation, equipment, or facilities;
- (J) to determine the locations, methods, means and personnel by which operations are to be conducted including the right to determine whether goods or services are to be made, provided, or purchased;
- (K) to establish, implement, and maintain an effective internal control program;
- (L) to suspend, demote, discharge, or take other disciplinary action against employees for just cause (according to established rules and regulations); and
- (M) to add, delete or alter policies, procedures, rules, and regulations.

Inherent managerial functions, prerogatives and policy making rights, whether listed above or not, which the Employers have not expressly restricted by a specific provision of this Agreement shall remain vested exclusively with the Employers.

The Employers' rights of management shall not be amended or limited by any claimed or unwritten custom, past practice, or informal agreement, nor by any claim the Employers have made, condoned, or tolerated with respect to any practice or any act or acts of any employees.

Nothing in this Article shall abrogate or alter the other Articles of this Agreement.

ARTICLE 3 - DUES DEDUCTION

Upon receipt of a written and signed authorization form (attached as Appendix A) from an employee, the Employers shall deduct the amount of Labor Council dues and initiation fee, if any, set forth in such form and any authorized increases therein, and shall remit such deductions monthly to the Illinois Fraternal Order of Police Labor Council at 974 Clock Tower, Springfield, Illinois 62704, in accordance with the laws of Illinois.

The Labor Council shall advise the Employers of any increases in dues, in writing, at least thirty (30) days prior to its effective date.

In order to administer the deduction of dues under this Agreement, the Employers shall:

- (A) Notify the Labor Council of the name and address of any newly hired employee on or before his/her respective hiring date;
- (B) Provide to the Labor Council in conjunction with each dues check forwarded to the Labor Council:

- (1) a complete and accurate written listing of all employees in the bargaining unit with the amount of union dues deducted from each individual employee's salary;
 - (2) identifying any changes which may have occurred in bargaining unit composition and the specific reason for each such change (e.g., new hire, promotion, termination, retirement, disability, etc.);
- (C) Provide to the Labor Council notice and copy of any revocation of dues deduction authorization within thirty (30) calendar days of the date of revocation is received by the Employers.

ARTICLE 4 - LABOR COUNCIL ACTIVITY

Section 4.1 - Leave

The Employers agree to grant the necessary time off, without discrimination or loss of seniority rights, to any employee designated by the Labor Council to attend a labor convention or service in any capacity on other official Labor Council business without pay.

Employees may utilize Union comp-time, personal days, or earned vacation time for Labor Council business subject to the operating needs of the Department.

Section 4.2 - Union Comp-Time Pool

Employees, on a voluntary basis, may elect to donate overtime due, or other accumulated time, to the Union Comp-Time Pool in no less than 4-hour increments. Once the time is assigned to the Union Comp-Time Pool, it cannot be withdrawn. Use of this time can be for Union business only and must be approved by the Labor Committee Chairperson.

ARTICLE 5 - STEWARD

A Steward shall be elected from among the bargaining unit members. The name of the Steward, and of any alternate, shall be given to the Sheriff upon ratification of the Agreement by the parties. Any change in these positions shall also be promptly reported. The Steward shall not be discharged or laid off for the fulfillment of his/her duty to the Labor Council. The Steward shall assist bargaining unit members and the Sheriff in the interpretation and administration of this Agreement.

ARTICLE 6 - SUSPENSION AND DISCHARGE OF EMPLOYEES

Section 6.1 - Just Cause

The Employers shall not suspend nor discharge any employee without just cause. Such matters of suspension and discharge shall be subject to the grievance procedure and shall be handled expeditiously. An employee subject to the suspension or discharge shall be furnished a written explanation by his/her supervisor as to the reason or reasons for such suspension or discharge. Such written explanation shall be furnished to the employee when practical within a reasonable time.

Section 6.2 - Reinstatement

Any employee who is reinstated after discharge will be returned to work at the same rate of pay and position without loss of seniority.

ARTICLE 7 - DISCIPLINE

Section 7.1 - Definition

The Employers agree with the tenets of progressive and corrective discipline. Disciplinary action or measures shall include only the following, which shall be imposed based upon the severity of the offense:

- (A) oral reprimand (copy in writing);
- (B) written reprimand;
- (C) suspension (notice to be given in writing); and
- (D) discharge (notice to be given in writing).

Disciplinary action may be imposed upon an employee only for just cause. Discipline shall be imposed promptly after the Employers are aware of the event or action giving rise to the discipline and has a reasonable period of time to investigate the matter.

Section 7.2 - Manner of Discipline

If the Employers have reason to discipline an employee, the discipline shall normally be done in a manner that will not embarrass the employee before other employees or the public.

Section 7.3 - Notification and Measure of Disciplinary Action

Whenever a Deputy covered by this Agreement is subject to a formal investigation or interrogation, as those terms are defined in Section 2 of the Uniform Peace Officers' Disciplinary Act, 50 ILCS 345/1, for any disciplinary matters other than a charge of violation of federal, state or local criminal codes, as set in Section 5 of the Act, such interrogation or formal investigation shall be conducted in accordance with the provisions of the Act.

The law enforcement officer may be relieved of duty pending formal hearing. The officer shall have the right to be represented at such inquiries, investigations, or interrogations by a Labor Council representative.

The measures of discipline and the statement of reasons may be modified, especially in cases involving suspension pending discharge, after the investigation of the total facts and circumstances but once the measure of discipline is determined and imposed, the Employers shall not increase the measure of discipline for the particular act of misconduct which arose from the same facts and circumstances.

Section 7.4 - Pre-disciplinary Meeting

For discipline, other than oral and written reprimands, prior to notifying the employee of the contemplated discipline to be imposed, the Employers shall notify the local Union of the meeting and then shall meet with the employee involved and inform the employee of the reason for such contemplated discipline, including any names of witnesses and copies of pertinent documents. The employee shall be informed of his/her contract rights to Union representation and shall be entitled to such, if so requested by the employee, and the employee and Union representative shall be given the opportunity to rebut or clarify the reasons for such discipline. It is further provided that a Union representative shall be available within twenty-four (24) hours of notification. If the employee does not request Union representation, a Union representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings.

Section 7.5 - Removal of Discipline

Any written warning or other discipline shall be removed from an employee's record if, from the date of the last warning or discipline, three (3) years pass without the employee receiving an additional warning or discipline for such offense.

ARTICLE 8 - GRIEVANCE PROCEDURE

Section 8.1 - Definition of Grievance

A grievance is hereby defined as any dispute or difference between the Employers and the Labor Council, or an employee with respect to the meaning interpretation, or application of any of the provisions of this Agreement.

Grievances may be processed by the Labor Council on behalf of any employee, on behalf of a group of employees, or itself.

Section 8.2 - Settlement Procedure

Grievances shall be raised, discussed, and taken up in accordance with the following procedure:

Step 1: Immediate Supervisor. The employee of the Labor Council, within ten (10) business days of the incident giving rise to the grievance, or within ten (10) business days of when the employee should have reasonably known of the incident giving rise to the grievance, shall raise the grievance in writing to the Sheriff or designee. The Sheriff or designee shall have five (5) business days in which to respond to the grievance.

Step 2: Joint Committee. If the grievance is not satisfactorily resolved in Step 1 or an answer is not given in the time specified, the employee, the Steward, or Labor Council representative may, within ten (10) normal working days of the Step 1 answer, or after such answer was due, whichever occurs first, request a review by the County Board Labor Relations Committee and the Sheriff. The Labor Council or employee may further request, by written notice to the County Board Labor Relations Committee and the Sheriff, a Labor Council and Employers hearing of the grievance. Within thirty (30) working days of receipt of a request for review made personally or by certified mail, return receipt requested, the Labor Relations Committee or its designee shall render a written decision on the grievance. The Labor Relations Committee and

the Sheriff may agree on the disposition of the grievance. If no agreement or disposition of the grievance is reached within the required period of time, the grievance shall be deemed denied.

The employee or Labor Council may, within ten (10) normal working days of the Step 2 answer, on or after such answer was due, whichever occurs first, request arbitration.

Step 3: Arbitration. If, in accordance with the above procedure, a grievance is appealed to arbitration, representatives of the Employers and the Labor Council shall meet to select an arbitrator from a list of mutually agreed upon arbitrators. If the parties are unable to agree on an arbitrator within ten (10) normal working days after Step 2, the parties shall request the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a list of seven (7) arbitrators. The parties shall alternately strike the names of three (3) arbitrators with a coin toss determining the first strike. The person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators. The Arbitrator shall be notified of his/her selection by a joint letter from the Employers and the Labor Council requesting that he/she set a time and place for the hearing, subject to the availability of the Employers and the Labor Council representative. The arbitrator shall also be notified of the issue where mutually agreed by the parties.

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator. The Employers or Labor Council shall have the right to request the arbitrator require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses who are not employees of the Employers.

Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on 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 decision of the arbitrator shall be final and binding upon both parties to this Agreement. Such decision shall be within the scope and terms of this Agreement but shall not change any of its terms or conditions. The Arbitrator shall have no authority to add to the terms hereof or impose on any party hereto limitations or obligations not specifically provided for in this Agreement. This Agreement, including the respective exhibits and letters of understanding, sets out the entire understanding between the Employers and Labor Council.

The expenses and fees of the Arbitrator and the cost of the hearing room shall be shared equally by the parties.

Nothing in this Agreement shall preclude the parties from agreeing to the appointment of a permanent Arbitrator(s) during the term of the Agreement or to use the expedited arbitration procedures of the American Arbitration Association.

If either party desires a verbatim record of the proceedings, it may cause such a record to be made providing it pays for the record and makes a copy available without charge to the

Arbitrator. If the other party desired a copy, it shall pay for one-half the total cost of producing the record.

Section 8.3 - Employee May be Present

In discussions or meetings with the Employers in the grievance procedure, the employee shall be entitled to be present and may be accompanied or represented by the exclusive bargaining agent or their representative.

Section 8.4 - Time Limits

(A) A grievance may be withdrawn at any step of the grievance procedure without prejudice. A grievance not appealed within the designated time limits will be treated as a withdrawn grievance.

(B) The time limits at any step or for any hearing may be extended by mutual agreement of the parties involved at that particular step.

(C) Grievances concerning suspension of thirty (30) days or less of an employee may be initiated at Step 2 of the grievance procedure.

(D) Grievances concerning suspension of more than thirty (30) days and/or discharge of an employee shall be initiated at Step 2 of the grievance procedure.

Section 8.5 - Investigation of Grievances

The investigation of grievances by the Labor Council and employee(s) shall be conducted during non-work hours. Grievances and arbitration hearings shall be conducted on paid time.

Section 8.6 - Advance Filing

A matter may be raised at any level of the grievance procedure by mutual consent of the parties.

Section 8.7 - Grievance Limitation

Bona fide errors committed by union members in making decisions on department matters which negatively impact on rights or benefits of other members of the bargaining unit shall not be treated as violations of this Agreement and may not be grieved. The Sheriff shall take reasonable steps to ensure that all bargaining unit members are instructed in proper methods of work sharing, overtime, and other matters which have potential for conflict under this Section.

ARTICLE 9 - NO STRIKE

Section 9.1 - No Strike Commitment

Neither the Labor Council nor any employee, member of the Labor Council, or employee covered by this Agreement will call, institute, authorize, participate in, sanction, encourage, or ratify any strike, work stoppage or picket which causes a work stoppage, or other concerted refusal to perform duties by any employee or employee group, or the concerted interference with, in whole or in part, the full, faithful and proper performance of the duties of employment with the Employers. Neither the Labor Council nor any employee, member of the Labor Council or

employee covered by this Agreement shall refuse to cross any picket line by whomever established.

Section 9.2 - Discipline of Strikers

Any employee who violates the provisions of this Article, shall be subject to immediate discharge. Any action taken by the Employers against any employee who participates in action prohibited by Section 9.1 above shall be subject to the provisions of the grievance procedure.

Section 9.3 - Resumption of Operations

In the event of action prohibited by this Article, the Labor Council immediately shall publicly disavow such action and request the offender to return to work and shall use its best efforts to achieve a prompt resumption of normal operations.

ARTICLE 10 - HOURS OF WORK AND OVERTIME

Section 10.1 - Work Week/Break

The work week shall consist of a ten (10) hour rotating days-off schedule. The work period is as follows: three (3) ten-hour workdays, followed by two (2) days off, two (2) ten-hour workdays followed by two (2) days off and three (3) ten-hour workdays followed by two (2) days off. The schedule cycle then repeats itself. All hours worked in excess of ten (10) hours in one (1) day, or any hours in excess of forty (40) hours in one (1) week shall be paid at the rate of time and one-half (1-1/2) of the straight time rate or an equivalent amount of compensatory time off. All mandatory overtime extending a Deputy's scheduled shift shall be compensated at two (2) times the regular rate of pay, but only as "pay."

Section 10.2 - Investigator (Temporarily Assigned Deputy)

The Investigator is a job title defining a permanent Union position within the Sheriff's Office. A Deputy may, from time to time, take an assignment within the scope of an Investigator position that is temporary in nature. The Investigator's shift shall be an eight (8) hour shift from 8 a.m. to 4 p.m. Monday through Friday. The Investigator's overtime shall be based on hours in excess of eight (8).

Section 10.3 - Shift/Squad Selection

Annual seniority shift/squad selection shall occur in October, with the assignments being made by November 1st of each year.

Section 10.4 - Overtime Lunches

When an employee works more than three (3) hours past the regular quitting time, the Employers shall furnish a lunch and allow the employee time to eat with no loss of pay. In the event it is not possible or practical to furnish this lunch, the employee will receive, in lieu, the sum of three dollars (\$3.00).

There shall be no guarantee of the number of hours of work per week; however, full-time employees shall not have any hours reduced in order to provide more work opportunities for part-time employees.

Section 10.5 - Overtime Opportunities

All employees shall be given equal opportunity for overtime. The Sheriff shall assign overtime, as it becomes available, based on seniority. The Sheriff shall contact employees for overtime from a call list, noting all contacts made on a rotating basis. The Sheriff may utilize up to three part-time deputies with PTI training in the turn-sheet rotation. An employee contacted for overtime but unavailable shall be passed over in favor of the next available employee. The call list shall be available for inspection by the Labor Council during working hours.

Section 10.6 - Court Appearances

Employees covered by this Agreement required to attend court outside their regularly scheduled work hours shall be compensated at the time and one-half (1-1/2) rate for two (2) hours or actual time spent in court, whichever is greater, provided that the employee notifies the court no less than forty-five (45) minutes before that employee will appear. Any employee who will be off duty on the day or shift that court is scheduled will receive court standby pay provided the employee has not been notified of court cancellation or postponement and the actual court date has arrived. Court standby pay will be ten dollars (\$10.00) and is limited to an eight (8) hour period for each individual court appearance. When an employee is placed on stand-by for more than one (1) day, the stand-by rate shall be twenty dollars (\$20.00) per day. Court stand-by pay is separate from court appearance pay.

Section 10.7 - Compensatory Time

Employees, at their option, may elect to receive compensatory time in lieu of overtime pay to a cap of two hundred and forty (240) hours which may be carried over from year to year. Any employee who currently has more than two hundred and forty (240) hours of compensatory time on the books may not accrue compensatory time until such time that his/her accumulation of time goes below the two hundred and forty (240) hour cap.

ARTICLE 11 - WORK RULES

The Employers may adopt, change, or modify work rules to the extent they are not in conflict with this Agreement or impact terms and conditions of employment as defined in the Labor Act. The Employers agree to post or make available in the Department, or where more appropriate, the work location, a copy of its applicable work rules where new work rules exist. Whenever the Employers change work rules or issue new work rules applicable to bargaining unit employees, the Labor Council shall be given at least six (6) days prior notice before the effective date of the work rules. Upon request of the Labor Council, the parties shall meet and confer to explore alternatives to proposed change(s) to existing work rules. Work rules shall be equitably applied and shall not conflict with any specific provision of this Agreement.

Disputes over any provision of this Article shall be subject to the grievance procedure.

ARTICLE 12 - LABOR MANAGEMENT CONFERENCES

The Labor Council and the Employers 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 Employers.

Such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a "labor management conference" and expressly providing the agenda for such meeting. Such meeting and location shall be mutually agreed to before being held and the purpose of any such meeting 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 Employers which may affect employees.

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 a "labor management conference" nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meeting.

When absence from work is required to attend a "labor management conference," an employee shall, before leaving their work station, give reasonable notice to, and receive approval from, his/her supervisor in order to remain in pay status. Supervisors shall approve the absence except in emergency situations.

All time off mentioned in this Article shall be subject to the approval of the Sheriff or his designee.

ARTICLE 13 - SAFETY ISSUES

Section 13.1 - Safety Committee

The Sheriff or his designee shall meet with the Labor Council to discuss safety issues.

The Sheriff or his designee shall meet a minimum of once a month with the Labor Council Safety Committee, not to exceed three (3) members of the bargaining unit, unless both parties agree that no meeting is necessary, to discuss safety issues which will be submitted in writing by the Labor Council.

Any report or recommendation which may be prepared by the Labor Council or Designee(s) of the Sheriff as a direct result of these meetings will be in writing and copies submitted to the Sheriff and the President of the Labor Council Local.

If a dispute over a safety issue continues to exist after first using the procedures outlined in this Section, the dispute may be processed as a grievance.

Section 13.2 - Disabling Defects

No employee shall be required to use any equipment that has been designated by both the Labor Council and the Employers as being defective because of a disabling condition unless the disabling condition has been corrected.

ARTICLE 14 - TRAINING

Section 14.1 - General Policy

Employers are committed to the principle of training for all employees. Said training shall be arranged insofar as it does not adversely affect or interfere with the orderly performance and continuity of services within the Sheriff's Office. Training shall be scheduled by the Sheriff or his designee. Employees will attend training sessions as assigned by the Sheriff. The scheduling of training sessions shall be done by the Sheriff on a reasonable basis, taking into consideration the work schedule of the employees. Employers shall meet with the Union for reopening and discussion with regard to expanding paid training and leave for certified training programs based on professional need at such time as new budget money is available.

Section 14.2 - Access

The Sheriff shall generally encourage equal access to training opportunities to the extent that operational requirements of the Department permit. The Labor Council shall be given an opportunity, upon request, to offer suggestions to the Sheriff on ways to improve access to training opportunities.

Section 14.3 - Posting

Upon receipt by the Sheriff of a notice of an acceptable school training program, it will be posted in the Sheriff's Office giving the employees an opportunity to volunteer.

Selection will be made taking into consideration those factors deemed appropriate by the Sheriff acting in the best interest of the Department.

Section 14.4 - Costs

Employees may attend training sessions on paid time only when specifically required by the Sheriff to attend a training session as a condition of employment. The Sheriff, in such instances, shall pay the costs of travel at the IRS rate if the employee's personal vehicle is used, as well as other expenses relating to training programs.

ARTICLE 15 - SICK LEAVE

Section 15.1 - Sick Leave Accumulation and Purposes

Each full-time employee shall be entitled to eight (8) hours sick leave at the end of each month. Any employee may use sick leave for absence due to illness, injury, exposure, contagious disease, and for illness in the employee's immediate family (defined as an employee's spouse, children, siblings, step-parent, grandparent, and parents of employee and spouse). The employee on sick leave shall inform the Sheriff of the fact and the reason for use of sick leave as soon as possible. Failure to do so may be cause for denial of sick leave for the period of absence. All employees must call at least two (2) hours prior to the commencement of the shift of each day of sickness unless hospitalized. Sick leave with pay for reasons of illness or injury shall be granted only after presentation of a written statement, if requested by Employers, after three (3) days absence by a reputable physician certifying that the employee's condition prevented him/her from performing the duties of his/her position. However, any employee using a sick day prior to or the day after vacation leave will be required to provide a physician's

statement certifying that the employee's condition prevented him/her from performing the duties of his/her position.

Section 15.2 - Sick Leave Buy-back/Retirement Conversion

Upon retirement or producing a proof of receiving Social Security Disability benefits, an employee shall be entitled, based on the schedule below, to the following at the time:

Schedule

Once an employee's employment is terminated, for whatever reason, voluntarily separated, or laid off, the Employers agree to pay twenty dollars (\$20.00) for each accumulated day of sick leave up to a maximum of 100 days. This applies to full-time employees only.

Section 15.3 - Sick Leave Abuse

An employee who consistently abuses sick leave may be placed on mandatory documentation for a period of ninety (90) calendar days. An employee placed on this status must provide a doctor's excuse to use paid sick leave. Abuse shall be defined as a definite pattern established over at least a ninety (90) day period. Prior to being placed on mandatory documentation, the employee shall meet with the Employers.

ARTICLE 16 - VACATION

Section 16.1 - Accrual

Completed years of service	Hours/Days of vacation
1 year	80 hours/8 days
5 years	120 hours/12 days
10 years	160 hours/16 days
20 years	200 hours/20 days
21+ years	Additional 10 hours/1 day for each additional year

Section 16.2 - Earned Vacation Time

All vacation earned must be taken by employees and no employee shall be entitled to vacation pay in lieu of vacation other than as specified in Section 16.3(D) below; however, any employee who has quit, been discharged, or laid off shall be entitled to the vacation pay earned on a pro-rata basis.

Section 16.3 - Scheduling Vacation/Comp-time/Personal Days

(A) Vacation scheduling shall be subject to the operating needs of the Department and shall be arranged by the Sheriff with input from each employee. The Employers agree to approve or deny any request for time off within two (2) working days of notification of the employee, and employee will notify the Employers two (2) days in advance when requesting personal days or compensatory time off. An employee may take up to five (5) days' vacation, or any increment less than five (5) days. Vacation days taken in increments of less than five (5) days must be requested and approved by the Supervisor one (1) week in advance of the requested vacation day or days. Waiver of this notice requirement by the Employers will not be arbitrarily withheld.

For one (1) personal day each year, the employee will notify the Employers two (2) hours in advance. For the remaining three (3) personal days, the employee will notify the Employers two (2) days in advance.

(B) Vacation signup for the next vacation year (December 1st through November 30th) will begin on November 1st and be conducted using a pass-around or posted form. A preliminary list of vacation picks will be posted by November 15th, allowing for adjustments as a result of seniority bumping. The seniority vacation selections list shall be final as of November 30th. Vacation requests submitted after November 30th will be on a first come, first served basis with seniority only considered in requests submitted on the same day and time.

(C) Employees will be granted vacation time in minimum increments of one workday (10 hours) or more. Seniority will prevail for all vacation periods/days selected during the seniority sign-up period, except that a vacation period or time block of 50 hours or more will prevail over a request of less than 50 hours, regardless of seniority. A vacation period or time block shall be defined as a period of time involving consecutive workdays separated only by their connecting days off (i.e. three workdays followed by 2 days off and 2 consecutive workdays equals a 50-hour time block or vacation period).

(D) An employee shall take all vacation time during the fiscal year after it is earned. There shall be no carry over of vacation time unless the operating needs prevent the scheduling of time off. In that event, the time shall be carried over into the next fiscal year to be taken off by January, but the Sheriff may authorize to March.

(E) When an employee schedules time off, the Sheriff agrees to give two (2) days' notice of the need to fill the vacant shift. No more than one Deputy per squad may be off on vacation leave at any given time, except on Wednesdays.

(F) An employee shall be allowed, at his/her option, to sell back a maximum of one (1) week of vacation time.

(G) An employee shall be allowed to use and schedule additional vacation leave earned on his/her anniversary date as enumerated in Section 16.1 above at any time during the fiscal year of his/her anniversary of hire date.

ARTICLE 17 - HOLIDAYS

As soon as practicable after the Chief Judge of the Circuit publishes a list of the holidays to be observed by the Circuit, the County shall determine and publish a list of holidays to be observed by County employees.

All employees shall receive one shift's pay (8 hours) as holiday recognition pay for each recognized holiday which is observed by the County. Employees who are scheduled to work on a recognized holiday will receive one and one-half (1-1/2) times their hourly rate for all worked hours on the holiday in addition to their holiday recognition pay. An employee who works

overtime on a holiday shall receive double (2) time for all hours worked in addition to their holiday recognition pay.

ARTICLE 18 - FUNERAL AND PERSONAL LEAVE

Section 18.1 - Bereavement Leave - Death in the Family

The Employers agree to provide employees leave without loss of pay as a result of a death in the family, where one (1) day equals ten (10) hours, not to exceed three (3) consecutive workdays, with reasonable accommodation to include memorial services, immediately following the death of a member of the immediate family, or at such time as arrangements are scheduled to occur.

Section 18.2 - Definition of Family

A member of the immediate family shall be defined to be any employee's parent, spouse, or children (including step or adopted), spouse of children, sister, brother, grandparent or grandchildren, father-in-law, or mother-in-law. Employer will allow employees to use benefit time (accrued time off) to attend the funeral (one day only) of brother-in-law, sister-in-law, and grandparents-in-law.

Section 18.3 - Personal Days

Each non-probationary full-time employee in the bargaining unit is entitled to four (4) personal days, where one (1) day equals ten (10) hours.

The scheduling of personal days shall not interfere with the operating needs of the Department.

ARTICLE 19 - UNIFORM ALLOWANCE

Section 19.1 - Complete Uniforms

The Employers agree to furnish appropriate uniforms and all mandatory uniform changes for the Deputies including:

- 6 pair pants
- 1 pair shoes or boots
- 3 summer shirts
- 1 rain cover (hat/coat)
- 3 winter shirts
- 2 badges
- 3 ties
- 1 name plate
- 1 spring/fall jacket
- patches
- leather equipment as needed

The Employers will provide an annual boot/shoe allowance of ninety dollars (\$90.00) in a pay period in December of each year of this Agreement and a ten dollar (\$10.00) monthly cell phone allowance.

Section 19.2 - Ballistic Protection Vest

The Employers agree to provide each Deputy who desires with a ballistic protection vest level 2 or higher. The Employers agree to replace the vest cover and the vest panels on an as needed basis which shall be consistent with the manufacturer's warranty. Employees who receive a vest shall wear the vest in accordance with the Sheriff's Office policy.

Section 19.3 - Plainclothes Clothing Allowance

Any employee assigned to work in plainclothes shall receive a clothing allowance of three hundred and fifty dollars (\$350.00) annually in addition to the first paycheck of each year after December 1.

ARTICLE 20 - WAGES

Section 20.1 - Wages

Retroactively effective to December 1, 2018, bargaining unit employees (including employees who have left the employ of the Sheriff's Office) shall be paid in accordance with the following schedule:

	12/01/18	12/01/19	12/1/20
Sheriff's Deputies	\$29.36	\$30.01	\$30.67

Section 20.2 - Shift Differential

All hours worked after 3 p.m. and before 11 p.m. shall receive twenty cents (\$0.20) per hour shift differential. All hours worked after 11 p.m. to 7 a.m. shall receive twenty-five cents (\$0.25) per hour shift differential. The chart below indicates the hours of each shift and the respective per-hour shift differential. Each Deputy is assigned a shift/squad annually according to Article 10, Section 10.3.

0800-1800	0.00 Shift Differential	
1600-0200	0.20	
2000-0600	0.25	
2200-0800	0.25	
Investigators	0.00	
Floater	Any scheduled hours between 0700 and 2000	0.00
	Any scheduled hours between 2000 and 0700	0.25

Any overtime shift differential will be paid according to the time the Deputy began his shift and the chart above.

All Deputies that utilize benefit time or compensatory time for time off will not receive shift differential.

Section 20.3 - Probationary Employees

A probationary employee will serve a one (1) year probationary period and will start at a rate of three dollars and fifty cents (\$3.50) per hour less than the wage schedule in Section 1 of this Article during his/her one (1) year probationary period. Wage advancement will progress over forty-eight (48) months as follows:

- \$1.00 increase after 6 months
- \$1.00 increase after 24 months
- \$1.00 increase after 36 months
- \$0.50 increase after 48 months

In addition, all scheduled increases under Section 20.1 will apply throughout this period.

Section 20.4 - Reopener

The parties agree that if either side decides to reopen this Article 20, such party shall notify the other party in writing at least ninety (90) days but not more than one-hundred and twenty (120) days prior to the anniversary date of this Agreement. In the event such notice to reopen this Article is given, then the parties agree to meet not later than ten (10) days after the date of receipt of such notice, or at such reasonable time as is agreeable to both parties.

Section 20.5 - Temporary Classification Reassignment

When an employee is temporarily assigned to a classification with a higher wage rate, the employee shall receive the higher wage rate. However, no wage rate reduction shall be suffered when assigned to a lower paying classification.

ARTICLE 21 - INSURANCE

Section 21.1 - Liability Insurance

The Employer agrees to provide both personal and vehicle liability insurance policies for the protection of personnel covered by this Agreement while serving on duty.

This insurance will include, but not be limited to, civil right violations and false arrest.

Section 21.2 - Medical Insurance

Employer shall provide health insurance coverage to all bargaining unit members. Each party shall continue to contribute the same amount toward the premium cost that each has been paying since December 1, 2018 (for PPO - Employer currently pays 82% of the single coverage premium and 58% for dependent/family coverage; and employee currently pays 18% of single coverage premium and 42% of dependent/family coverage; for POS - Employer currently pays 85% of the single coverage premium and 60% for dependent/family coverage; and employee currently pays 15% of single coverage premium and 40% of dependent/family coverage) as shown below.

	<u>PPO</u>			<u>POS</u>		
	<u>Prem</u>	<u>Employer</u>	<u>Employee</u>	<u>Prem</u>	<u>Employer</u>	<u>Employee</u>
Employee Only	\$510	\$418.20	\$91.80	\$492	\$418.20	\$73.80
Employee + Spouse	\$1021	\$592.18	\$430.60	\$984	\$590.40	\$393.60
Employee + Children	\$906	\$525.48	\$382.20	\$873	\$523.80	\$349.20
Family	\$1418	\$822.44	\$597.80	\$1367	\$820.20	\$546.80

Any changes in the premium cost of insurance in the future shall be divided equally (50/50%) between the Employer and the employee.

Employer agrees to provide thirty days' notice to the Union of any changes to the health insurance plan, including changes to the premiums, deductibles, and available benefits. If the Employer is provided less notice by the insurance carrier, the Employer agrees to provide notice as soon as they become aware of any changes. Employees shall continue to pay all deductibles and co-pays. The parties agree to reopen negotiations regarding insurance if, during the term of this Agreement, there is a substantial change in non-premium expenses (i.e. prescription drug costs, deductibles, out-of-pocket, or benefits). The parties agree that such negotiations will be governed by the provisions of 5 ILCS 315/14.

ARTICLE 22 - SENIORITY AND THE EMPLOYMENT RELATIONSHIP

An employee's seniority consists of his/her continuous service within the Montgomery County Sheriff's Office deputies bargaining unit from his/her most recent date of hire. Total time of employment with Montgomery County from the most recent date of hire shall count towards time generated benefits only. An employee's seniority and his/her employment relationship with the Sheriff's Office shall terminate if the employee:

- (A) quits;
- (B) is discharged for cause;
- (C) is absent for three (3) consecutive days without notifying the Sheriff's Office;
- (D) is absent from work for more than one (1) month for any reason other than an approved leave of absence;
- (E) does not return to work at the end of an approved leave of absence; or
- (F) does not return to work within seven (7) days after being notified of a recall from layoff.

All full-time employees covered by this Agreement shall have the right to bid, according to seniority, on shift assignments, all vacancies, and new positions, if qualified.

Shift assignments shall be made by the Sheriff in accordance with past practice.

ARTICLE 23 - GENERAL PROVISIONS

Section 23.1 - Use of Masculine Pronoun

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

Section 23.2 - Bulletin Board

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

Section 23.3 - Time Sheets and Records

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

Section 23.4 - County to Replace Personal Effects

The Employers agree to repair or replace, based on reasonable and customary costs of replacement as necessary, an employee's eyeglasses, contact lenses, dentures, or other personal effects with other items valued over one hundred and fifty dollars (\$150.00) as documented and approved by the Sheriff if, during the course of the employee's duties, the employee is required to exert physical force, is attacked by another person, or damage is caused during the performance of his/her duties. Any incident is to be documented with the employee's immediate supervisor as soon as possible after the incident occurs.

Section 23.5 - Exposure to Contagious Disease

The Employers agree to reimburse any out-of-pocket expenses for inoculations or immunizations at a medical facility designated by the Sheriff for the employee and for members of an employee's family when such becomes necessary as a result of said employee's exposure to contagious diseases where said employee has been exposed to said disease in the line of duty. The Employers also agree to inoculate all employees for Hepatitis B and all other inoculations as recommended by the County Health Department.

Section 23.6 - Accumulated Time to be Provided

Quarterly the Sheriff will provide a current log of accumulated time to each member of the bargaining unit indicating his/her current accumulated time due for compensatory time,

vacation time, personal days, and sick time if the employees do not have access to these records. Upon request, the employee may view the books on accumulated time.

Section 23.7 - Continuing Compensation

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

Section 23.8 - Accumulation and Use of Benefit Time

Sick leave, vacation days, and personal days shall be prorated and adjusted to the fiscal year for any new employees. Thereafter, all leave time as defined herein shall be awarded on December 1 to be used by November 30 of each year of this Agreement. If any time has been used and not yet earned when an employee leaves the employment of the Employer, the employee shall reimburse the Employer who is authorized to deduct any time owed from his/her final paycheck.

Section 23.9 - Temporary Assignments

For any employee who is placed on temporary assignment, temporary assignment shall be defined as an assignment that does not exceed six (6) months.

ARTICLE 24 - CANINE OFFICER

Section 24.1 - Care and Maintenance

Any officer assigned as a canine officer shall be allotted one (1) hour per shift to cover the continued care, maintenance, and grooming of the dog or receive comp time for the hour. When the canine officer is on vacation and does not utilize the option to board the dog under Section 24.6 below, he/she shall receive one (1) hour compensation time per vacation day. Where an officer assigned as canine officer is required to expend additional time outside his/her regularly scheduled duty hours in the care and maintenance of his/her assigned dog (i.e., veterinary visits, etc.) he/she shall receive the appropriate rate of pay for such additional work, provided the officer obtains advance authorization before engaging in such additional work.

Section 24.2 - Kennel and Equipment

The Employers shall be responsible for providing a kennel at the assigned officer's residence for maintaining the dog and all required equipment to support and train the dog.

Section 24.3 - Food and Medical Costs

The Employers shall be responsible for all food and veterinary costs incurred by the dog.

Section 24.4 - Liability

The Employers shall maintain liability insurance and indemnify the officer for acts of the dog in accordance with Article 21.

Section 24.5 - Status Compensation

The officer shall be compensated according to the appropriate provisions for call-out and being placed on standby for any assignments made specific for the use of the dog.

Section 24.6 - Boarding

When any officer assigned to the canine program is on vacation, at the officer's discretion, he/she may request the County board the dog at the County's expense.

Section 24.7 - Overtime Distribution

The Employers may call in the canine officer without being in violation of any provisions of overtime distribution as long as the service being performed requires the use of the canine unit (i.e., building search, vehicle search, drug searches or any other event whereby prudent law enforcement practices recommend the use of a dog). The canine officer shall be eligible for other overtime opportunities pursuant to the overtime distribution provisions.

Section 24.8 - Damaged Clothing

Any clothing damaged by the dog shall be replaced according to the provisions of Section 23.4 County to Replace Personal Effects of this Agreement.

Section 24.9 - Training Days

The canine officer may flex two shifts per month for the purpose of training the dog as long as operations allow.

ARTICLE 25 - PERSONNEL FILES

Section 25.1 - Personnel Files

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

Section 25.2 - Inspection

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

- (A) such inspection shall occur within a reasonable time following receipt of the request;
- (B) such inspection shall occur during daytime working hours, Monday through Friday, upon reasonable request;
- (C) the employee shall not be permitted to remove any part of the personnel file from the premises but may obtain copies of any information contained therein at no cost;
- (D) upon written authorization by the requesting employee in cases where such employee has a written grievance pending and is inspecting his/her file with respect to such grievance, that employee may have a representative of the Union present during such inspection and/or may designate in such written authorization that said representative may inspect his/her personnel file subject to the procedures contained in this Article;

(E) pre-employment information such as reference reports, credit checks or information provided for Employers with a specific request that it remain confidential shall not be subject to inspection or copying.

Section 25.3 - Notification

An employee shall be given immediate notice by Employers when a formal written warning or other disciplinary documentation is permanently placed in their personnel file.

Section 25.4 - Limitation on Use of File Material

It is agreed that any material and/or matter not available for inspection, such as provided in Sections 1 and 2 above, shall not be used in any manner or any forum adverse to an employee's interests.

ARTICLE 26 - COLLECTIVE BARGAINING

Section 26.1 - Negotiations

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

Section 26.2 - Labor Committee

Bargaining unit members designated as being on the Labor Committee team who are scheduled to work on a day or at a time on which negotiations will occur shall be excused from their regular duties to attend negotiation sessions, grievance meetings and labor/management meetings without loss of pay. The Labor Committee shall consist of the chairman and two (2) labor representatives. No more than two (2) members of the Labor Committee shall attend grievance meetings. Labor Committee members' normal work schedules shall not be altered in order to make them unavailable for negotiations. In order to facilitate productive and expeditious negotiating sessions between the bargaining unit and the Employers, members of the Labor Committee shall be afforded such release time one (1) hour prior to any scheduled negotiations for the purpose of preparation and one (1) hour after any such negotiations for the purpose of debriefing, if necessary.

ARTICLE 27 - MAINTENANCE OF STANDARDS

Section 27.1 - Benefits and Work Practices

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

Section 27.2 - Inadvertent Errors

It is agreed that the provisions of this Section shall not apply to inadvertent or bona fide errors made by the Employers or the Union in applying the terms and conditions of this

Agreement if such errors are corrected within ninety (90) days from the date of discovery of the error.

ARTICLE 28 - DRUG AND PHYSICAL TESTING

Section 28.1 - Statement of Policy

Employer, citizens of Montgomery County and members of the collective bargaining unit have the right to expect persons employed by the Sheriff's Office be free from the effects of illegal drugs. Employer has the right to expect its employees to report for work fit and able for duty. Therefore:

Possession and/or use of cannabis or controlled substances by an employee shall constitute just cause for discipline up to and including termination of employment. Refusal to submit to drug analysis or a positive test result based on testing standards described herein shall constitute just cause for termination of employment. Every employee, upon probationary hire, will be required to submit to a drug analysis.

Section 28.2 - Prohibitions

Deputies shall be prohibited from:

- (A) illegally consuming, possessing, selling, purchasing, or delivering any illegal drug;
- (B) failing to report to the Sheriff or his designee any known adverse side effects of medications or prescription drugs he/she is taking.

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

Section 28.3 - Drug Testing

No more than twice a year a random selection will be made by an independent test administrator. The selected employee will be required, during their next tour of duty or next business day, to submit to a drug analysis by the independent test administrator. The Sheriff or his designee shall submit any and all changes to the policies and procedures of the independent test administrator to the bargaining unit within five business days following the notification to the Montgomery County Sheriff's Office of the changes.

Section 28.4 - Order to Submit to Testing

The Sheriff or his designee may order an employee to submit to a drug analysis when there is reasonable suspicion that an employee is impaired or incapable of performing his/her duties as evidenced by, but not limited to, reduced productivity, high absenteeism, or other behavior inconsistent with previous performance. Random, unit-wide testing of officers will be conducted no more than twice a year and the selection of the employees to be tested will be based on the processes of an approved, certified drug test administrator.

- (A) At the time an employee is ordered to submit to testing, the Sheriff or his designee (non-bargaining unit member) shall provide the employee with written notice of the order setting forth

all of the objective facts and reasonable inferences drawn from those facts which have formed the basis for the order to test.

(B) The officer shall have reasonable opportunity to consult with his/her Union representative or a private attorney at the time the order is given. No questioning of the officer shall be conducted without first affording the officer the right to Union representation and/or legal counsel.

(C) The officer's taking of the test shall not be construed as a waiver of any objection of rights that he/she may have. In no event shall the taking of the sample be delayed. Any testing shall not occur until after a reasonable time to consult with a representative.

(D) In addition, pursuant to 50 ILCS 727/1-25, after an on-duty Deputy is involved in a shooting and his/her actions result in injury or death to a person, the Deputy must submit to drug or alcohol testing as set forth in this Agreement. Such testing must be completed as soon as practicable after the Deputy-involved shooting but no later than the end of the involved employee's shift or tour of duty, provided the Deputy's shift or tour of duty may be extended to accommodate reasonable testing procedures.

Section 28.5 - Tests to be Conducted

In conducting the testing authorized by this Agreement, the Sheriff or his designee shall employ the following methods, as applicable, to the processes and procedures of the independent test administrator:

(A) First conduct a screening test using a test kit available to the Department for local, on-site use. If the result of the initial on-site test is negative, the testing shall be concluded. If the result of the initial on-site test is positive for alcohol or illegal drugs, the Sheriff or his designee shall proceed to testing by a forensic laboratory.

(B) In testing by a forensic laboratory, the Sheriff or his designee shall use only a forensic laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act, in a County other than Montgomery.

(C) The Sheriff or his designee shall establish a chain of custody procedure for both sample collection and testing that will ensure the integrity of the identity of each sample and test result. No officer covered by this Agreement shall be permitted at any time to become a part of such chain of custody.

(D) The Sheriff or his designee shall collect a sufficient sample of the same bodily fluid or material from an officer to allow for initial screening, a confirmatory test and a sufficient amount to be set aside and reserved for later testing if required by the officer.

(E) Samples shall be collected in such a manner as to ensure a high degree of security for the sample and its freedom from adulteration.

(F) The Sheriff or his designee shall confirm any sample that tests positive in the initial screening from drugs by testing the second portion of the sample by gas chromatography mass spectrometry (GCMS) or an accepted method that provides quantitative data about the detected drug or drug metabolites.

(G) The Sheriff or his designee shall provide the officer testing with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the officer's own choosing, at the officer's own expense, provided the officer makes such a demand of the Sheriff or his designee within seventy-two (72) hours of receiving the results of the test.

(H) The Sheriff or his designee shall require that the laboratory or hospital facility report to the Sheriff or his designee that the blood or urine sample is positive only if both tests are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Employer inconsistent with the understandings expressed herein (e.g., billings for testing that reveal the nature or number of tests administered) the Sheriff or his designee will not use such information in any manner or forum adverse to the officer's interests.

(I) The Sheriff or his designee shall provide each officer tested with a copy of all information and reports received by the County in connection with the testing and results.

(J) The Sheriff or his designee shall ensure that no officer is the subject of any adverse employment action except temporary reassignment or relief from duty with pay during the pendency of any testing procedure. Any such temporary reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

Section 28.6 - Right to Contest

The Labor Council and/or officer, with or without the Labor Council, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis of the order to submit to the test, the right to test, the administration of the test, 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 to, in any manner, restrict, diminish, or otherwise impair any legal rights that an officer may have with regard to such testing. The officer will retain any such constitutional rights as may exist and may pursue the same in his/her own discretion, with or without the assistance of the Labor Council.

Section 28.7 - Voluntary Requests for Assistance

(A) The Sheriff or his designee shall take no adverse employment action against an employee who voluntarily seeks treatment (if not involved in an incident that might lead to an order to test or a violation of 720 ILCS 550/1 Cannabis/Controlled Substance Act), counseling or other support for abuse of prescription drugs other than the Sheriff or his designee may require reassignment of the officer with pay if he/she is unfit for duty in his/her current assignment. The Sheriff or his designee shall make available through its Employee Assistance Program a means by which the officer may obtain 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 officer's interests, except for reassignment as described above.

(B) Any employee who voluntarily seeks assistance because of problems related to prescribed medicines shall not be subject to any disciplinary or other adverse employment action by Employer. The foregoing is conditioned upon:

- (1) the employee agreeing to appropriate treatment as determined by the physician(s) involved;
- (2) the employee completing the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months;
- (3) the employee agreeing to submit to random analyzing during hours of work during the period of "after-care".

(C) An employee who does not agree to, or who does not act in accordance with, the foregoing, or who tests positive for the abused prescribed medicine, shall be subject to discipline up to and including discharge.

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

Section 28.8 - Mandatory Tests

Whenever any employee is involved in any of the following events, an analysis for drugs shall be performed. Refusal by the employee shall constitute just cause to immediately terminate the employment of the employee from the Sheriff's Office.

In the event the employee is unable, due to a physical condition, to consent to such analysis, the employee shall be deemed to have given his consent to such analysis which may include a blood analysis. Event which would require the analysis provided for in this section include:

(A) The employee being involved in a motor vehicle collision while on duty and operating one of the motor vehicles involved in the collision where serious injury or fatality has occurred.

(B) The employee being involved in an incident in which said employee has or is accused of having discharged his firearm while on duty, or while engaged in performing any law

enforcement activity. The discharge of a firearm on a duly authorized firing range for purposes of weapons qualifications is not included within this subsection.

(C) The employee assigned to a specialty unit whose regular duty assignment requires the employee to routinely become involved in cannabis and controlled substances investigations in a covert capacity shall adhere to the policies and procedures of the assigned unit. If the unit to which the employee is assigned has a less stringent policy regarding drug analysis within its policy and provisions, then the employee shall adhere to this agreement.

ARTICLE 29 - TERM OF AGREEMENT

Section 29.1 - Term of Agreement

This Agreement shall be effective from December 1, 2018, throughout 11:59 p.m. on November 30, 2021, and shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least sixty (60) days prior to November 30, 2021, or the anniversary date of such yearly extension of a desire to amend it. In the event that such notice is given, negotiations shall begin no later than thirty (30) days prior to the anniversary date. This Agreement shall remain in full force and effect during the period of negotiation.

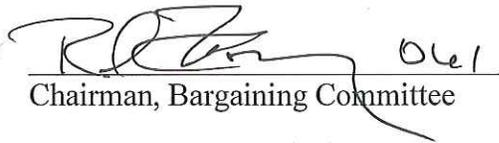
Section 29.2 - Continuing Effect

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

SIGNATURES

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal this 11th
of December, 2018.

LABOR COUNCIL:

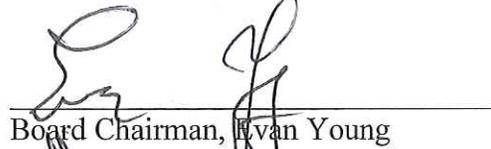

Chairman, Bargaining Committee

Bargaining Committee Member

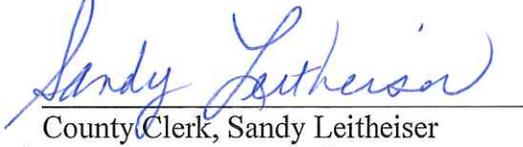
Bargaining Committee Member


Field Representative,
Illinois FOP Labor Council

MONTGOMERY COUNTY:


Board Chairman, Evan Young

Sheriff, Rick Robbins


County Clerk, Sandy Leitheiser


Personnel Committee Chairman
Kirby Furness


Personnel Committee, Sandra Johnson


Personnel Committee, Megan Beeler


Personnel Committee, Donna Yeske


Personnel Committee, Bill Bergen


Personnel Committee, Ron Deabenderfer

APPENDIX A - DUES AUTHORIZATION FORM
ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL
974 CLOCKTOWER DRIVE
SPRINGFIELD, ILLINOIS 62704

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

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

Date: _____ Signed: _____

Address: _____

City: _____

State: _____ Zip: _____

Telephone: _____

Personal E-mail: _____

Employment Start Date: _____

Title: _____

Employer, please remit all dues deductions to:

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

(217) 698-9433

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



APPENDIX 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

REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Referral Given

Date

FOP Labor Council Representative

