

# ILLINOIS FOP LABOR COUNCIL

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and

## COUNTY OF SHELBY / SHELBY COUNTY SHERIFF

FILED  
NOV 16 2021

*Jessie D. Duff*  
SHELBY COUNTY CLERK

**Deputy Sheriffs (Unit A)  
Dispatcher/Jailer, Jail Matron/Cook, Janitor  
and Secretary/Bookkeeper (Unit B)**

**September 1, 2021 – August 31, 2024**

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## PREAMBLE

This Agreement is entered into by the County of Shelby, a body politic, and Sheriff of Shelby County, hereinafter referred to as the Employer, and the Illinois F.O.P. Labor Council on behalf of and with bargaining unit employees of the Shelby County Sheriff's Department hereinafter referred to as the Union.

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

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

## ARTICLE I RECOGNITION

### Section 1.1. Unit Description

The Employer hereby recognizes the Union as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on matters relating to wages, hours, and other terms and conditions of employment of all full time sworn patrol officers in the bargaining unit. The bargaining unit shall include: Unit A - All sworn peace officers, deputy sheriffs under the rank of chief deputy and Unit B - Dispatcher/Jailer; Jail Matron/Cook; Janitor; and Secretary/Bookkeeper.

### Section 1.2. Supervisors

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

### Section 1.3. Sheriff's Auxiliary

The Employer may continue to utilize the services of the Shelby County Sheriff's Police Auxiliary to perform bargaining unit work in accordance with past practice, provided no one in the Unit would lose the opportunity to work or benefits.

### Section 1.4. Part Time Employees

The Employer may continue to utilize the services of part time employees to perform bargaining unit work in accordance with past practice, provided no one in the Unit would lose the opportunity to work or benefits.

## ARTICLE II VACANCIES

### Section 2.1. Vacancies

Vacancies shall be created and filled in accordance with past practice using the established Merit Commission procedures without waiver thereof. The Sheriff shall fill vacancies for new positions or promotions by selecting the most qualified person from an eligibility list created by the Merit Commission in accordance with their past practice.

## ARTICLE III NON DISCRIMINATION

### Section 3.1. Equal Employment Opportunity

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

### Section 3.2. Prohibition Against Discrimination

Both the Employer and the Union agree not to illegally discriminate against any employee on the basis of race, sex, creed, religion, color, marital or parental status, age, national origin, political affiliation and/or beliefs, mental or physical handicap or sexual orientation. Alleged claims of discrimination shall not be processed through the grievance procedure of this Agreement, but rather shall be processed through the appropriate federal, state and/or local agencies.

### Section 3.3. Union Membership or Activity

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

## ARTICLE IV MANAGEMENT RIGHTS

### Section 4.1. Rights Residing in the Employer

It is recognized that the Employer retains the right and responsibility to direct its affairs in all its various aspects. Among the rights retained by the Employer is the right to plan, direct and control all the operations and services of the Employer: to determine its policies, budget and operations; to determine the manner in which its functions shall be performed; and the direction of its working forces, including, but not limited to the right to hire, promote, demote, transfer and assign employees; to discipline, suspend and discharge for just cause; to relieve employees from duty because of lack of work or other legitimate reasons; to determine the size and composition of the work force; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment or facilities; to determine the number of hours of work and shifts per workweek; to establish and change work schedules and assignments; to introduce new methods of operation; to eliminate, contract, and relocate or transfer work and maintain efficiency, except to the extent such actions of the Employer have been limited or changed by the expressed provisions of this Agreement.

## ARTICLE V SUBCONTRACTING

### Section 5.1. General Policy

It is the general policy of the Employer to continue to utilize employees to perform work they are qualified to perform. However, the Employer reserves the right to contract out any work it deems necessary in the interests of economy, improved work product, or emergency.

## ARTICLE VI F.O.P. REPRESENTATIVES

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

### Section 6.1. Attendance at Union Meetings

Subject to the need for orderly scheduling and emergencies, the Employer agrees that elected Union representatives shall be permitted reasonable time off, to attend general, board or special meetings of the Union, provided that at least forty eight (48) hours notice of such meetings shall be given in writing to the Employer, and provided further that the names of all such officials and officers shall be certified in writing to the Employer.

### Section 6.2. Grievance Processing

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

### Section 6.3. Delegates to State or National Conference

If any employee(s) chosen as delegate(s) to an F.O.P. State or National Conference will, upon written application approved by the Union and submitted to the County with at least fourteen (14) days notice, be given a leave of absence without pay for the period of time required to attend such Convention or Conference. This period of time not to exceed one (1) week.

### Section 6.4. Union Negotiating Team

Two (2) members designated as being on the Union negotiating team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from his regular duties without loss of pay. If a designated Union negotiating team member is in regular day off on the day of negotiations, he will not be compensated for attending the session.

## ARTICLE VII BILL OF RIGHTS

If the inquiry, investigation or interrogation of a law enforcement officer results in the recommendation of some action, such as transfer, suspension, dismissal, loss of pay, reassignment, or similar action which would be considered a punitive measure, then, before taking such action, the Employer shall follow the procedures set forth in chapter 85-25-12569 of the Illinois Revised Statutes. The law enforcement officer may be relieved of duty and shall receive all ordinary pay and benefits as he would have if he were not charged. The officer shall have the right to be represented at such inquiries, investigations or interrogations by a Union representative.



## ARTICLE VIII INDEMNIFICATION

### Section 8.1. Employer Responsibility

The Employer shall be responsible for, hold officers harmless from and pay for damages or moneys which may be adjudged, assessed or otherwise levied against any officer covered by this Agreement.

### Section 8.2. 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.

### Section 8.3. Cooperation

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

### Section 8.4. Applicability

The Employer will provide the protection set forth in Section 1 and Section 2 above, so long as the officer is acting within the scope of his employment and where the officer cooperates, as defined in Section 3, with the Employer in defense of the action or actions or claims.

## ARTICLE IX NO STRIKE

### Section 9.1. No Strike Commitment

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

### Section 9.2. Resumption of Operations

In the event of action prohibited by Section 9.1 above, the Union immediately shall disavow such action and request the officers to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Union, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

### Section 9.3. Union Liability

Upon the failure of the Union to comply with the provisions of Section 9.2 above, any agent or official of the Union who is an officer covered by this Agreement may be subject to the provisions of Section 9.4 below.

### Section 9.4. Discipline of Strikers

Any officer who violates the provisions of Section 9.1 of this Article shall be subject to immediate discipline. Any action taken by the Employer against any officer who participates in action prohibited by Section 1 above shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure, except that the issue of whether

an officer in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure.

## **ARTICLE X RESOLUTION OF IMPASSE**

All bargaining impasses shall be resolved according to the provisions of Section 1614 of the Illinois Public Labor Relations Act, as amended, except that all arbitration hearings shall be conducted in Shelbyville, Illinois.

## **ARTICLE XI PERSONNEL FILES**

### **Section 11.1. Personnel Files**

The Employer shall keep a central personnel file within the bargaining unit for each employee. Employer is 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 11.2. Inspection**

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

- (a) Such inspection shall occur immediately 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 upon payment for the cost of copying;
- (d) Upon written authorization by the requesting employee, in cases where such employee has a written grievance pending, and if inspecting his file with respect to such grievance, that employee may have a representative of the Union present during such inspection and/or may designate in such written authorization that said representative may inspect his personnel file subject to the procedures contained in this Article;
- (e) Pre-employment information, such as reference reports, credit checks or information provided to the Employer with a specific request that it remain confidential, shall not be subject to inspection or copying.

### **Section 11.3. Notification**

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

### **Section 11.4. Limitation on Use of File Material**

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

**Section 11.5. Use of File Material**

Any information of an adverse employment nature which may be contained in any unfounded, exonerated or otherwise not sustained file, shall not be used against the officer in any future proceedings.

**ARTICLE XII DISCIPLINE AND DISCHARGE**

**Section 12.1. Discipline and Discharge**

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

Oral reprimand

Written reprimand

Suspension (notice to be given in writing)

Discharge

Disciplinary action may be imposed upon an employee only for failing to fulfill his responsibilities as an employee and for just cause. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure. If the grievance involves discipline and is not processed through the grievance procedure established in this Article, then it will be handled according to the Merit Commission rules and regulations.

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.

**Section 12.2. Pre-disciplinary Meeting**

For discipline other than oral and written reprimands, prior to notifying the employee of the contemplated discipline to be imposed, the Employer shall notify the 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 contract rights to Union representation and shall be entitled to such, if so requested by the employee, and the employee and Union Rep shall be given the opportunity to rebut or clarify the reasons for such discipline and further provided that a Union Rep shall be available within twenty four (24) hours of notification. If the employee does not request Union representation, a Union Rep shall nevertheless be entitled to be present as a non active participant at any and all such meetings.

**Section 12.3. Investigatory Interviews**

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

## **ARTICLE XIII DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE**

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

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

### **Section 13.2. Dispute Resolution**

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

The employee shall make his complaint to his immediate supervisor. The supervisor will notify the employee of the decision within two working days following the day when the complaint was made. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances. In the event of a complaint, the employee shall first complete his assigned work task, and complain later.

### **Section 13.3. Representation**

Grievances may be processed by the Union 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 the group of grievants present at any step of the grievance procedure, and the employee is entitled to Union representation at each and every step of the grievance procedure upon 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 13.4. 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 signature of the grieving employees, and the date.

### **Section 13.5. Time Limitations**

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

The 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. Time limits may be extended by mutual agreement.

### **Section 13.6. Grievance Processing**

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

### **Section 13.7. Grievance Meetings**

A maximum of two (2) employees (the grievant and/or Union Rep) per work shift shall be excused from work with pay to participate in a Step 1 or Step 2 grievance meeting. The employees shall only be excused for the amount of time reasonably required to present the grievance. The employee(s) shall not be paid for any time during which a grievance meeting occurs outside of the employee's work shift. In the event of a grievance, the employee shall first perform his assigned work task and file his grievance later.

### **Section 13.8. 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 2 Dispute Resolution, the Union shall prepare a written grievance on a form mutually agreed to and presented to the Sheriff and Chairman of the County Board no later than ten (10) working days after the employee was notified of the decision by the supervisor. Within five (5) working days after the grievance has been submitted, the Sheriff and Chairman of the County Board shall meet with the grievant and the Union Rep to discuss the grievance and make a good faith attempt to resolve the grievance. The Sheriff and Chairman of the County Board shall respond in writing to the grievant and the Union Rep within five (5) working days following the meeting.
- Step 2. If the grievance is not settled at Step 1, the grievance may be referred in writing, within five (5) working days after the decision of the Sheriff, to a Committee consisting of the Sheriff and a standing committee of the County Board. Within twenty (20) working days after the grievance has been filed with the Committee, the Committee shall meet with the Union and the grievant to discuss the grievance and make a good faith effort to resolve the grievance. The Committee shall respond in writing to the grievant and the Union within five (5) working days following the meeting.
- Step 3. If the dispute is not settled at Step 2, the matter may be submitted to arbitration within ten (10) working 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 ten (10) working days after the matter has been submitted to arbitration a representative of the Employer and the Union shall meet to select an arbitrator from a list of mutually agreed to arbitrators. If the parties are unable to agree on an arbitrator within ten (10) working days after such meeting, the parties shall request the American Arbitration Association to submit a list of seven (7) arbitrators. Either party shall have the right to reject an entire list of arbitrators. The arbitrator shall be selected from the list of seven (7) by alternate strikes by the Employer representative and the Union. The Employer and the Union shall take turns as to the first strike. The person whose name remains on the list shall be the arbitrator, provided that either party before striking any names shall have the right to reject one (1) of the arbitrators on the list. The arbitrator shall be notified of his selection by a joint letter from the Employer and the Union. Such letter shall request the arbitrator to set a time and a place for the hearing subject to the availability of

the Employer and Union representatives and shall be notified of the issue where mutually agreed by the parties. All hearings shall be held in the city of Shelbyville, 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 Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its witness.

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

The expenses and fees of arbitration and the cost of the hearing room shall be shared equally by the parties. Costs of arbitration shall include the arbitrator's fees, room cost and transcription costs. Nothing in this Article shall preclude the parties from agreeing to use the expedited arbitration procedures of the American Arbitration Association. 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 XIV SENIORITY**

### **Section 14.1. Definition of Seniority**

As used herein, the term "seniority" shall refer to and be defined as the continuous length of service or employment covered by this Agreement from the date of last hire.

### **Section 14.2. Probation Period**

An employee is a "probationary employee" for his first twelve (12) months of employment or until he successfully completes state mandated P.T.I. or equivalent schooling, whichever is longer. No matter concerning the discipline, layoff, or termination of a probationary employee shall be subject to the grievance and arbitration procedures. A probationary employee shall have no seniority, except as otherwise provided in this Agreement, until he has completed his probationary period. Upon the completion of his probationary period, he will acquire seniority from his date of hire.

### **Section 14.3. Seniority List**

The Employer and Union have agreed upon the initial seniority list setting forth the present seniority dates for all officers covered by this Agreement and shall become effective on or after the date of execution of this Agreement. Such lists shall finally resolve all questions of seniority affecting officers covered under this Agreement or employed at the time the Agreement becomes effective. Disputes as to seniority listing shall be resolved through the grievance procedure. The initial agreed list is attached hereto as Appendix B and made a part hereof.

**Section 14.4. Termination of Seniority**

An employee shall be terminated by the Employer and his seniority broken when he:

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

**Section 14.5. Seniority While on Leave**

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

**Section 14.6. Conflicts in Vacation**

Officers shall select the periods of their annual vacation on the basis of seniority. Vacation schedules may be adjusted to accommodate seasonal operations, significant revision in organization, work assignments or the number of personnel in particular ranks. Provided however, that no more than one patrol officer from each shift may take vacation at the same time and no officer shall receive priority for more than two weeks vacation per year.

**Section 14.7. Reimbursement of Training Costs for Deputy Sheriffs/COs**

An officer who has been sent to and completed PTI shall be subject to the following schedule of reimbursement for tuition and housing.

When an officer voluntarily leaves employment with the Sheriff's Department within one (1) year of completion of training, he shall reimburse the County 100% of the unreimbursed cost for tuition and housing.

When an officer voluntarily leaves employment with the Sheriff's Department within two (2) years of completion of training, he shall reimburse the County 75% of the unreimbursed cost of tuition and housing.

When an officer voluntarily leaves employment with the Sheriff's Department within three (3) year of completion of training, he shall reimburse the County 50% of the unreimbursed cost of tuition and housing.

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## ARTICLE XV LAYOFF

### Section 15.1. Layoff

In the event the Employer determines a layoff is necessary, employees shall be laid off in the inverse order of their seniority unless compliance with state or federal law requires otherwise. The Employer agrees to inform the Union in writing not less than thirty (30) days prior to such layoffs and to provide the Union with the names of all officers to be laid off in such notice.

### Section 15.2. Layoff Order

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

### Section 15.3. Recall

Employees shall be recalled from layoff within each particular job classification according to their seniority. No new employees at all shall be hired until all employees on layoff in that particular job classification desiring to return to work shall have been given the opportunity to return to work. Laid off employees shall lose recall rights twenty four (24) months after layoff.

In the event of recall, eligible employees shall receive notice of recall either by actual notice or by certified mail, return receipt requested. It is the responsibility of all employees eligible for recall to notify the Sheriff of their current address. Upon receipt of the notice of recall, employees shall have five (5) working days to notify the Sheriff of their acceptance of the recall. The employee shall have five (5) working days thereafter to report to duty.

## ARTICLE XVI HOLIDAYS

### Section 16.1. Holidays Recognized and Observed

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

New Year's Day	General Election
Martin Luther King Day	(even-numbered years)
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Day
July 4th	Christmas Eve or Day after
Labor Day	Christmas when Christmas is
Columbus Day	on Thursday

### Section 16.2. Eligibility Requirements

Employees shall be eligible for holiday pay under the following conditions:

- (a) The employee would have been scheduled to work on such day if it had not been observed as a paid holiday unless the employee is on a day off or vacation or sick leave; and



- (b) The employee worked his/her last scheduled work day prior to the holiday and his/her next scheduled work day after the holiday unless he/she is absent for any reasonable purpose. Reasonable purpose shall include use of paid leave. If a holiday is observed on an eligible employee's scheduled day off or while the employee is on vacation or paid sick leave, he/she shall be paid for such holiday.

**Section 16.3. Holiday Pay**

If an employee works on any of the paid holidays described in Section 1 above, the employee shall be paid at the rate of time and one-half for all hours worked in addition to his regular base pay. Employees covered by this Agreement whose regularly scheduled day off falls on a paid holiday shall receive a normal work day's compensation in addition to the regular base pay. The employee may choose to accept cash or compensatory time for holiday pay.

Any employee that earned holiday compensation time from September 1 and did not use it in the subsequent year by August 31<sup>st</sup> shall have their compensatory time converted and paid in like amount for such compensatory time. Any employee who earned and used such compensatory time shall have no such conversion.

**Section 16.4. Advance Notice**

Employees scheduled to work a holiday shall be given as much advance notice as practicable.

**Section 16.5. Observance**

Whenever a holiday falls on Saturday, it shall be observed on the preceding Friday for employees normally schedule to work Monday through Friday, day shift. Whenever a holiday falls on a Sunday, for employees normally scheduled to work Monday through Friday, it shall be observed on the following Monday. For all other employees, Holidays shall be observed on the actual day of the holiday unless the holiday observance has been changed to a Monday; the "observed" day shall then become the actual day of the Holiday.

**ARTICLE XVII VACATIONS**

**Section 17.1. Vacation Leave**

All full time employees shall earn vacation time. Employees on leave of absence or layoff shall not accrue vacation time. Eligible employees shall earn vacation time in accordance with the following schedule:

<u>Unit B</u>	<u>Unit A</u>
After one (1) year .....Five (5) working days	40 Hours
After two (2) years .....Ten (10) working days	80 Hours
After ten (10) years .....Fifteen (15) working days	120 Hours
After fifteen (15) years .....Twenty (20) working days	160 Hours

NOTE: The "service year" shall be defined as the period from January 1 to December 31 of any given year until 12:01 a.m. on January 1, 2023.

Vacation time shall be taken in not less than one half (1/2) day increments. Vacation days may not be accumulated from year to year. Employees shall be eligible for vacation time only after completion of one (1) year service. Thereafter, an employee's service date shall be the anniversary date of his/her hire.

Vacation days may not be accumulated from year to year, except during the transition period from annual allotment to anniversary allotment, and shall continue to be based on anniversary date accrual after 12:01 a.m. on January 1, 2023. For the duration of said transition period, Employees shall be permitted to carry over vacation balance, with a sell-back option if unused during the transition period. If a sell-back option is exercised by an Employee, said Employee would have to request payment in the last pay period prior to their anniversary date in 2023. Employees with an anniversary date that falls in January 2023 shall be able to sell back their remaining vacation in the last pay period of 2022. Employees shall be eligible for vacation time only after completion of one (1) year of service. Vacation time shall be taken in not less than one half (1/2) day increments.

Employees currently being allotted their vacation days on January 1 will receive vacation on January 2, 2022. That vacation time shall be available to use until 6 months after their 2023 anniversary date. If an employee is laid off, discharged, retired, or separated from the service of the Employer for any reason before earning back any advanced vacation, the Employer shall withhold the value of the unearned advanced vacation from the final paycheck on a pro-rata basis.

Beginning on January 2, 2023 all employees will earn vacation on their anniversary date.

#### **Section 17.2. Vacation Pay**

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

#### **Section 17.3. Vacation Requests**

Except for an occasional day which is taken as vacation leave, all employees must submit, in writing, to the County Sheriff, a schedule of desired vacation each year. Conflicts in scheduling will be resolved in favor of the most senior employee. At least one day's notice shall be given for a one day's leave. The Sheriff shall have the right to alter any schedule if he deems it to be for the best interest of the Department to do so. No employee shall be entitled to priority in selecting his vacation for more than two weeks in each calendar year.

Subject to the Employer's operating needs and performance of bargaining unit work, vacations shall be scheduled as requested by the employee with due consideration for seniority. Vacation shall be taken in the service year it is credited and is lost if not taken, except as provided in Section 4 below.

#### **Section 17.4. Payment in Lieu of Vacation**

If because of operating needs or the performance of bargaining unit work, the Employer is unable to schedule the employee's vacation in the service year it is earned, such vacation time shall be paid to the employee at the same rate as the employee's regular base salary. The "service year"

shall be defined as the period from January 1 to December 31, until January 1, 2023, when the system transitions to be based on the employee's anniversary date. By mutual agreement between the Employer and employee, the employee may in lieu of such payment take his/her vacation at an agreed time within six (6) months after the end of the employee's service year. If the Employer is still unable to schedule the employee's vacation, in such six month period, such vacation time shall be paid to the employee at the same rate as the employee's regular base salary.

## **ARTICLE XVIII SICK LEAVE**

### **Section 18.1. Allowance**

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

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

### **Section 18.2. Accumulation**

Sick leave will be granted at the rate of one (1) sick day per month of service. Any sick days not used during the course of the calendar year shall be accumulated by each employee. A total of two hundred forty (240) days of sick leave shall be allowed to accumulate for each employee. Unused sick leave may be applied toward pension credit upon retirement and/or retained in the event an employee returns to employment status after a period of separation.

### **Section 18.3. Procedures**

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

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

Employees who are unable to return to work upon expiration of sick leave benefits and all other authorized benefit time must request a leave of absence without pay. The parties agree to abide by the terms of the Family Medical Leave Act (FMLA). The Employer shall not require the use of paid leave prior to allowing unpaid leave under the FMLA. Failure to apply for a leave of absence for extended illness upon expiration of all such benefits will result in automatic termination.

Any absence of three (3) working days or longer may require a physician's statement of release and verification substantiating that he may return to work. The Sheriff may also require the employee to be examined by a physician of the Sheriff's choice and at the expense of the Employer.

Notice of an employee's desire to return to work after an extended illness must be given to the Sheriff no less than twenty four (24) hours in advance.

The Sheriff or any authorized authority may direct an employee who appears ill to leave work to protect the health of other employees. Compliance with such an order will not be charged to sick leave for the first day.

An employee shall be paid sick leave equivalent to the normally scheduled straight time day.

The Sheriff shall maintain a record of sick leave accrual, sick leave taken, and the balance of sick leave allowance available for the individual employees.

#### **Section 18.4. 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 18.1 of this Article.

Upon sufficient evidence of the abuse of such sick leave, the employee shall not be paid for such leave taken nor shall the employee accrue any rights such as seniority or other rights. Sufficient evidence of abuse shall be presumed if the employee is found not to be at home or the employee cannot establish that he has sought medical treatment. Continued "abuse" of sick leave shall subject the employee to disciplinary action pursuant to the terms of this Agreement. All employees agree to cooperate fully with the Department in verifying illness, including admission of supervisor to the employee's home when requested.

### **ARTICLE XIX LEAVES OF ABSENCE**

#### **Section 19.1. Discretionary Leave**

- (a) The Sheriff may grant leaves of absence, without pay or salary, to employees under his supervision for job related reasons (such as further training or study), which will enable employees to perform their usual and customary duties with greater efficiency and expertise, or for other valid reasons (such as prolonged illness of the employee, his spouse, or his child or children, or such as childbirth).
- (b) The Sheriff may assure an employee who is granted such leave, that the employee's position, or job, will be restored to him at the conclusion of his leave. Any person hired by the County to fill the employee's position, or to perform his usual and customary duties during the employee's leave will be transferred out of that position or terminated so as to permit such employee to resume his employment by the County.
- (c) No leave shall be granted for a period exceeding one hundred and eighty (180) consecutive calendar days, nor shall any employee be granted a leave, or leaves, totaling more than one hundred and eighty (180) days in a given calendar year without the approval of the County Board.
- (d) An employee on leave will not accrue any benefits whatsoever.

**Section 19.2. Absence Due to Death in Immediate Family**

- (a) In the event of the death of an immediate family member, (spouse, parents, children, brother, sister, grandparents, grandchildren, father-in-law, mother-in-law, brother-in-law, sister-in-law) an employee shall be permitted to be absent from his job for an appropriate number of days up to three (3) days with supervisor approval, and for each such day's absence, the employee shall receive compensation at his normal rate of pay. If the employee desires to be absent for more than three (3) days, he may utilize previously earned, unused, accumulated time for each such additional day's absence at his normal rate of pay, provided that his immediate superior approves such additional absence.
- (b) Any absence to attend the funeral of anyone who is not a member of an employee's immediate family may be arranged with the Sheriff, or his designee, but previously earned and unused accumulated time may be utilized in such case with the consent of the Sheriff, or his designee. If no accumulated time is available, employee may request time off without pay.

**Section 19.3. Jury Duty**

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

**Section 19.4. Prohibition Against Misuse of Leaves**

During any leaves granted pursuant to the terms of this Agreement, regardless of being with or without pay, an employee may not be gainfully employed or independently self employed without prior approval by the Employer. Violation of the provisions contained within this Agreement shall subject the employee to immediate discharge or loss of all benefits and rights accrued pursuant to the terms of this Agreement.

**Section 19.5. Military Leave**

The Employer will comply with all applicable federal and state laws regarding employment of military service personnel.

**ARTICLE XX HOURS OF WORK/OVERTIME**

**Section 20.1. Regular Hours**

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

**Section 20.2. Work Period**

The work period is defined as a regularly recurring period of seven (7) days from 12:01 a.m. Sunday to 12:00 Midnight Saturday. Up to eight (8) consecutive hours of work within a twenty-four (24) hour period constitutes the regular work day.

**Section 20.3. Work Schedule**

An employee may be scheduled to work forty (40) hours in a seven (7) day period. Shifts may be rotated pursuant to management needs. The Employer reserves the right to review and alter

shifts every ninety (90) days. All hours worked or compensated shall count towards the forty (40) hours in a work week.

**Section 20.4. Rest Periods**

The Employer recognizes that rest periods of approximately fifteen (15) minutes each, should be provided to all employees with one rest period during each half shift. The employees recognize the nature of the bargaining unit work is such that the formal scheduling of such rest periods is not reasonable.

Rest periods may be taken by the employee during each half shift so long as the employee's rest period is not scheduled in a way which seriously interferes with performance of the employee's work task.

**Section 20.5. Meal Periods**

All employees shall be granted a lunch period of 30 minutes during each shift. Whenever possible, the lunch period shall be scheduled near the middle of each shift. For Unit B employees, meal periods shall be taken in the control room or at duty station.

**Section 20.6. Overtime**

Employees required to work any hours in addition to their normal work day or the normal work week shall be paid as follows: All hours worked in excess of a normal work day (depending on classification or position) or forty (40) hours in a work week, shall receive a rate of pay equal to one and one-half (1 1/2) their regular rate of pay.

**Section 20.7. Compensatory Time**

Employees may elect to take compensatory time off in lieu of overtime pay, but the compensatory time shall be accumulated at the same rate as the overtime pay would be made. Once a year, at the same time as other Sheriff's Department employees, they may cash out any or all of accumulated compensatory time. Such amounts shall be payable via a separate check.

Employees shall not be allowed to accumulate more than 480 hours of compensatory time as defined in the Fair Labor Standards Act.

**Section 20.8. Call Back**

A call back is defined as an official assignment of work which does not continuously precede or follow an officer's regularly scheduled working hours. Employees shall be paid a minimum of three (3) hours at time and one half (1 1/2) regardless of classification.

**Section 20.9. Court Time**

Employees covered by this Agreement, required to attend court outside their regularly scheduled work hours shall be compensated at a rate of pay equal to their regular base rate of pay for a minimum of three (3) hours. Said hours shall be paid at the rate of time and one-half (1 1/2).

**Section 20.10. Shift Bidding**

Shifts shall be bid once a year, and when a position is vacated and an open shift becomes available. All bidding will be based on seniority and the list posted in Appendix B. The cycle will

commence on January 1<sup>st</sup> of each year, preceded by a bidding period from December 1<sup>st</sup> to December 15<sup>th</sup> of the previous year.

## **ARTICLE XXI WAGES/COMPENSATION/ALLOWANCES**

### **Section 21.1. Pay Schedule**

Retroactively effective on all hours paid and/or paid as if worked, to September 1, 2021, the attached wage matrices, referred to as “Deputy” and “Dispatcher/Jailer” Wage Appendices shall become effective. Existing employees shall be placed on the scale in the step equal to their years of service as of September 1, 2021 and shall move to the next step in the matrix on September 1<sup>st</sup> of each subsequent year and beyond unless otherwise mutually agreed to by the parties. Any employee in the classification of Jail Matron/Cook, Janitor and Secretary/Bookkeeper hired after the ratification of this agreement shall not be placed on the Dispatch/Jailer salary matrix, but rather shall be compensated at the starting rate of \$30,000. The base salary shall be increased by \$1000 on September 1<sup>st</sup> of each year of this Agreement (2021 through 2023). Add Tim Culberson, Janitor, to the Unit B matrix for matters of compensation beginning at the “Start” increment effective September 1, 2023.

Retroactive amounts and holiday compensation due employees under this agreement shall be paid, via separate check, to bargaining unit employees within thirty (30) days following ratification by the County.

Effective September 1, 2021, each step of the Deputy matrix shall be increased by \$1100 and each step of the Dispatcher/Jailer matrix shall be increased by \$1100.

Effective September 1, 2022, each step of the Deputy matrix shall be increased by \$1100 and each step of the Dispatcher/Jailer matrix shall be increased by \$1100.

Effective September 1, 2023, each step of the Deputy matrix shall be increased by \$1100 and each step of the Dispatcher/Jailer matrix shall be increased by \$1100.

### **Section 21.2. Uniform & Equipment Allowance**

A Uniform and Equipment allowance of seven hundred fifty (\$750.00) dollars, minus any applicable taxes due, will be disbursed annually to all employees, and paid in one lump sum in a check separate from their payroll check. Employees shall be responsible for buying/maintaining their uniforms.

### **Section 21.3. Longevity**

On the anniversary of hire, each employee in the bargaining unit shall advance one step in the longevity plan in Appendix A and will receive the base pay increase of the step advancement. With regard to new scales for Jail Matron/Cook, Janitor and Secretary/Bookkeeper, the following provisions apply:

Any civilian with one (1) to nineteen (19) years of service shall receive a base pay increase of \$500 on every 4<sup>th</sup> anniversary of continuous service from their date of hire.

Any civilian with twenty (20) to twenty-five (25) years of service shall receive a base pay increase of two percent (2%) on every annual anniversary of continuous service from their date of hire.

Any civilian with twenty-five (25) years of service or more will receive one two percent (2%) base pay increase on their next annual anniversary of continuous service from their date of hire.

**Section 21.4. Specialty Pay**

Sergeants: \$1500 added to base pay

Leads Coordinator: \$1250 added to base pay

Shift Differential: All hours worked in shifts that commence between the hours of 3 p.m. and 6 p.m. shall receive \$0.25/hour shift differential. All hours worked in shifts that commence after 6 p.m. and later shall receive \$0.30/hour shift differential.

**ARTICLE XXII INSURANCE AND PENSION**

**Section 22.1. Insurance**

The County agrees to pay full cost of the employee individual basic health insurance premium, except that each employee will contribute through payroll deduction an amount equal to \$53.00 per pay period, effective for the term of this Agreement, as of November 1, 2020. The Employer will bear the expense of any increase in costs during the term of the Agreement.

If Employer increases in premium cost exceed the annual maximum additional employee contributions of 12 percent per year, the Employer and the Union agree to meet to explore alternative plans of health coverage and provider networks including, but not limited to HRAs, HSAs, and higher annual deductibles.

The Employer reserves the right to change or provide alternate insurance carriers, health maintenance organizations or to self insure. The Union agrees that when changing insurance carriers, a plan identical to the current plan may not be available. New coverage and benefits will be substantially similar to the current plan among the various plans considered by the Employer. The Employer shall notify the Union at least thirty (30) days in advance of the change in insurance carriers to review the new benefits. Should the Labor Council notify the Employer of its desire to bargain over 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 procedure of Section 164 of the Act.

The arbitrator shall have the authority to issue awards retroactively effective to the date the Labor Council demanded bargaining.

A committee consisting of 2 members from Unit A and two members from Unit B (FOP Units), 2 members from AFSCME and the County Board Insurance Committee shall meet in an attempt to resolve the insurance issues in Shelby County.



**Section 22.2. Pensions**

The Employer shall continue to contribute on behalf of the employees to the Illinois Municipal Retirement Fund in the amount the Employer is required to contribute by State Statute.

**ARTICLE XXIII LABOR MANAGEMENT/SAFETY COMMITTEE**

**Section 23.1. Labor Management Conferences**

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

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

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

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

**Section 23.2. Integrity of Grievance Procedure**

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

**Section 23.3. Safety Issues**

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

**Section 23.4. Union Rep Attendance**

When absence from work is required to attend labor management conferences, Union members shall, before leaving their work station, give reasonable notice to and receive approval from, their supervisor in order to remain in pay status. Supervisors shall approve the absence except in emergency situations. Union members attending such conferences shall be limited to three (3). Travel expenses associated with any labor management conferences shall be the responsibility of the employee.

**ARTICLE XXIV SUBSTANCE ABUSE TESTING**

**Section 24.1. Statement of Policy**

It is the policy of the County that the public has the right to expect persons employed 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 the policy shall be achieved in such manner as not to violate any established rights of the officers.

**Section 24.2. Prohibitions**

Officers shall be prohibited from:

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

This section is not intended to limit the enforcement the laws of the State of Illinois.

**Section 24.3. Drug and Alcohol Testing**

Where the Sheriff, or his designee (non-bargaining unit member), or supervisory officer has reasonable suspicion to believe that an employee is under the influence of alcohol or illegal drugs during the course of the work day, the Sheriff or his designee shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. There shall be no random or unit-wide testing of officers except random testing of an individual employee as authorized in Section 9 below.

**Section 24.4. Order to Submit to Testing**

At the time an employee is ordered to submit to testing authorized by this Agreement, the Sheriff, or his designee (non-bargaining unit member) shall provide the employee with a written notice of the order, setting forth all of the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test.

The officer shall be permitted a reasonable opportunity to consult with a representative of the F.O.P. 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 F.O.P. representation and/or legal counsel.

Refusal to submit to such testing may subject the employee to discipline, but the officer's taking of the test shall not be construed as a waiver of any objection or rights that he may have. In no event shall the taking of the blood sample be delayed. Any testing shall not occur until after a reasonable time to consult with a representative.

#### **Section 24.5. Tests to be Conducted**

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

- (a) Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act;
- (b) 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;
- (c) 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 reserved for later testing if requested by the officer;
- (d) Collect samples in such a manner as to insure a high degree of security for the sample and its freedom from adulteration;
- (e) 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 accepted method that provides quantitative data about the detected drug or drug metabolites;
- (f) 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 demand of the Sheriff or his designee within seventy-two (72) hours of receiving the results of the tests;
- (g) Require that the laboratory or hospital facility report to the Sheriff that a blood or urine sample is positive only if both the initial screening and confirmation 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 will not use such information in any manner or forum adverse to the officer's interests;
- (h) Require that with regard to alcohol testing, for the purpose of determining whether the officer is under the influence of alcohol, test results showing an alcohol concentration of .08 or more based upon the grams of alcohol per 100 milliliters of blood be considered

positive. (Note: The foregoing standard shall not preclude the Sheriff from attempting to show that lesser test results demonstrate that the officer was under the influence, but the Sheriff shall bear the burden of proof in such cases);

- (i) Provide each officer tested with a copy of all information and reports received by the County in connection with the testing and the results;
- (j) 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 24.6. Right to Contest**

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

#### **Section 24.7. Voluntary Requests for Assistance**

The Sheriff shall take no adverse employment action against an officer who prior to any mandatory testing and for the first time voluntarily seeks treatment, counseling or other support for an alcohol related problem, or for abuse of prescription drugs, other than the Sheriff may require reassignment of the officer with pay if he is then unfit for duty in his current assignment. The Sheriff 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 reassignment as described above.

#### **Section 24.8. Mandatory Tests**

Whenever any employee is involved in any of the following events a test for alcohol and drugs shall be performed. Refusal by the employee shall subject the employee to discipline. In the event the employee is unable due to a physical condition to consent to such test the employee shall be deemed to have given his/her consent to such test. An event which would require the testing provided for in this Section is:

- (a) The employee being involved in a motor vehicle collision while on duty and or 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 qualification is not included within this subsection. In cases where on-duty discharge of said firearm results in injury or death to a person, testing must be completed as soon as practicable after the employee-involved shooting but no later than the end of the involved employee's shift or tour of duty.

- (c) The employee is assigned to a regular duty assignment which will require the officer to routinely become involved in cannabis and controlled substances investigation in a covert capacity. Such an assignment would include assignment to the Southeast Illinois Drug Task Force or to the Southern Illinois Drug Task Force. In this event, said employee shall be tested on a regular quarterly basis.

#### **Section 24.9. Discipline**

In the first instance that an officer tests positive on both the initial and the confirmatory test for prescription drugs, and all officers who voluntarily seek assistance with drug and/or alcohol related problems, shall not be subject to any disciplinary or other adverse employment action by the County. The foregoing is conditioned upon:

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

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

The foregoing shall not be construed as an obligation on the part of the Employer to retain an officer on active status throughout the period of rehabilitation if it is appropriately determined that the officer's current use of alcohol or drugs 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 officers shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence, at the officer's option, pending treatment. The foregoing shall not limit the Employer's right to discipline employees for misconduct provided such discipline shall not be increased or imposed due to alcohol or drug abuse.

### **ARTICLE XXV GENERAL PROVISIONS**

#### **Section 25.1. 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 25.2. Work Rules**

Work rules of the Shelby County Sheriff which are not in conflict with this Agreement shall continue in full force and effect.

### **Section 25.3. Personal Days Accrual and Use**

- (a) Each employee shall have three (3) personal days per year with pay, with the number of hours of each personal day appropriate to each employee's assigned shift cycle, to be credited on September 1. During the first year of employment and after completion of probation, all employees shall accrue personal days at the rate of one-half (1/2) day per month of service up to a maximum of three (3).
- (b) Personal days shall be taken not less than one half (1/2) day at a time and the employee shall receive the employee's base salary for each personal day taken. Personal days may not be accumulated from year to year but must be taken or lost.

### **Section 25.4. Scheduling of Personal Days**

Days off shall be scheduled sufficiently in advance to be consistent with operating necessities and the convenience of the employee except for emergency situations of the employee which preclude such prior arrangements.

### **Section 25.5. Continuing Education**

For mandatory training, employees will receive compensation at the employee's rate of pay equal to one and a half (1 1/2) their regular rate of pay. Employees may elect to take compensatory time off in lieu of overtime pay in accordance with Section 20.7.

For optional training sessions, employees not working a regular scheduled work shift, will receive compensatory time only for those hours actually spent in the training session. Employees working a regular scheduled shift during the hours of training sessions may be allowed to attend the training session, at the sheriff or his designees approval, as their normal work shift and will receive their regular rate of pay as they would have if they were working their regular work shift.

If the employee is scheduled to work a work shift which is not at the same time of the training session on the day of the training session, the Sheriff may allow the employee to use the training session as their work shift instead of their normal work shift if there is acceptable staffing for the work shift that employee would normally have worked.

If there is not acceptable staffing for the employee's work shift, the Sheriff may require the employee to take accrued benefit time off due to the need to replace the employee's position for that day with additional manpower. If the employee's work shift is not at the same time of the training session, the employee may elect to go to the training session and complete his normal work shift.

If the training session is during the employee's normal work shift, the employee would have to satisfy the total number of hours for his work shift once completing the training sessions (Example: If the employee's work shift is 12 hours and the training session is 8 hours, the employee would return to his normal work shift duties for the remaining 4 hours). Employees shall be permitted to use a Sheriff's Department vehicle for transportation to and from training sessions.

### **Section 25.6. Physical Testing Unit A**

Employees are subject to physical testing upon application for employment. On each anniversary of each employee, said employee will be eligible for a physical examination by a doctor acceptable to the Merit Commission. The Employer shall pay for such examinations. The results of said examinations will be made available to the Employer, Merit Commission and the employee.

At least once every fiscal year a five item physical fitness test will be offered to all bargaining unit employees. Practical exercise performance requirements are physical activities related to law enforcement tasks. Participation in this physical testing program is entirely voluntary and in no way shall impact upon the bargaining unit employees continued employment. The following practical exercise performance guidelines are as follows:

1. **THRESHOLD WEIGHT** This is the weight that has been determined as the weight necessary to 1) perform police tasks without undo effort, and 2) to minimize health problems due to over fatness. The score is Pounds per height in inches.
2. **PERCENT BODY FAT** For those individuals not meeting the threshold weight a body fat test will be administered. This is the percentage of body fat that has been determined as the level of over fatness that poses a health risk. The score is in a fat percentage.
3. **SIT AND REACH TEST** This is a measure of the flexibility of the lower back and upper leg area. It is an important area for performing police tasks involving range of motion and is important in minimizing lower back problems. The score is in the inches reached on a yard stick.
4. **ONE MINUTE SIT UP TEST** This is a measure of the muscular endurance of the abdominal muscles. It is an important area for performing police tasks that may involve the use of force and is an important area for maintaining good posture and minimizing lower back problems. Score is in the number of sit ups completed in one minute.
5. **ONE REPETITION MAXIMUM BENCH PRESS** This is a maximum weight pushed from the bench press position and measures the amount of force your upper body can generate. It is an important area for performing police tasks requiring upper body strength. The score is a ratio of weight pushed divided by body weight. The test will be conducted on a Universal DVR Chest Press.
6. **1.5 MILE RUN** This is a timed run to measure the heart and vascular systems capability to transport oxygen. It is an important area for performing police tasks involving stamina and endurance and to minimize the risk of cardiovascular problems. The score is in minutes and seconds.

**THRESHOLD WEIGHT**

HEIGHT INCHES	THRESHOLD WEIGHT	HEIGHT INCHES	THRESHOLD WEIGHT	HEIGHT INCHES	THRESHOLD WEIGHT
52	75	63	134	74	217
53	80	64	141	75	226
54	85	65	147	76	235
55	89	66	154	77	245
56	94	67	161	78	255
57	99	68	168	79	265
58	105	69	176	80	275
59	110	70	184	81	285
60	116	71	192	82	297
61	121	72	200	83	307
62	128	73	209	84	318

**PHYSICAL FITNESS STANDARDS**

TEST AGE	MALE				
	20-29	30-39	40-49	50-59	60-UP
Percent Body Fat	7.4%	20.5%	22.5%	24.1%	25.0%
Sit & Reach Minute	16.5 In.	15.5 In.	14.3 In.	13.3 In	12.5 In
Sit Up	38	35	29	24	19
Maximum Bench Press Ratio (% of total weight)	.99	.88	.80	.71	.65
1.5 Mile Run	12:51	13:36	14:29	15:26	16:43



TEST AGE	FEMALE				
	20-29	30-39	40-49	50-59	60-UP
Percent Body Fat	23.7%	24.9%	27.9%	31.6%	32.5%
Sit & Reach Minute	19.3 In.	18.3 In.	17.3 In.	16.8 In.	15.5 In.
Sit Up	32	25	20	14	6
Maximum Bench Press Ratio (% of total weight)	.59	.53	.50	.44	.43
1.5 Mile Run	15:26	15:57	16:58	17:54	18:44

**Section 25.7. Residency**

The parties agree to relax residency requirements to allow an employee of Shelby County Sheriff's Office to reside within ANY county that borders the County of Shelby. However, if said employee is issued a take-home vehicle as a requirement for his/her job, said vehicle will be required to remain at the Sheriff's Department or some other mutually-agreed location within Shelby County upon completion of the shift.

**ARTICLE XXVI SAVINGS CLAUSE**

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

**ARTICLE XXVII COMPLETE AGREEMENT**

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

## **ARTICLE XXVIII DURATION AND SIGNATURE**

### **Section 28.1. Term of Agreement**

This Agreement shall be effective from September 1, 2021 and shall remain in full force and effect until August 31, 2024. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party to the other not more than one hundred and twenty (120) nor less than ninety (90) prior to expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

### **Section 28.2. Continuing Effect**

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

### **Section 28.3. Changes to Agreement**

The parties agree that if either side decides to reopen negotiations making any changes in the Agreement, the other party may so notify the other at least ninety (90) days and no more than one hundred and twenty (120) days prior to the expiration of this Agreement or the extension thereof. In the event such notice to negotiate is given, then the parties shall meet not later than ten (10) days after the date of receipt of such notice, or at such reasonable times as are agreeable to both parties for the purposes of negotiation. All notices provided for in this Agreement shall be served upon the other party by registered mail, return receipt requested.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 13th  
day of OCTOBER, 2021.

FOR THE EMPLOYER:

Byron Coffman  
Byron Coffman  
Shelby County Board Chairman

Jesse Cox - 11/15/2021  
Shelby County Clerk

Bill T. Maynard  
Shelby County Sheriff

FOR THE UNION:

Jeffery Wood 11-16-21

PO Zebren 11-16-21

Tina Wade 11-16-21

Mark Paul  
Illinois F.O.P. Labor Council

Byron  
+  
amended  
nr BC  
11/12/21

**APPENDIX A - WAGES**

**Bargaining Unit A - Deputy Wages**

Step Years of Service	September 2021		September 2022		September 2023	
	Annual	Hourly	Annual	Hourly	Annual	Hourly
Start	45,237.50	21.75	46,200.00	22.21	47,162.50	22.67
Base (After 1 yr)	51,700.00	24.86	52,800.00	25.38	53,900.00	25.91
After 2 Years	52,200.00	25.10	53,300.00	25.63	54,400.00	26.15
After 3 Years	52,700.00	25.34	53,800.00	25.87	54,900.00	26.39
After 4 Years	53,200.00	25.58	54,300.00	26.11	55,400.00	26.63
After 5 Years	53,700.00	25.82	54,800.00	26.35	55,900.00	26.88
After 6 Years	54,200.00	26.06	55,300.00	26.59	56,400.00	27.12
After 7 Years	54,700.00	26.30	55,800.00	26.83	56,900.00	27.36
After 8 Years	55,200.00	26.54	56,300.00	27.07	57,400.00	27.60
After 9 Years	55,700.00	26.78	56,800.00	27.31	57,900.00	27.84
After 10 Years	56,200.00	27.02	57,300.00	27.55	58,400.00	28.08
After 11 Years	56,700.00	27.26	57,800.00	27.79	58,900.00	28.32
After 12 Years	57,200.00	27.50	58,300.00	28.03	59,400.00	28.56
After 13 Years	57,700.00	27.74	58,800.00	28.27	59,900.00	28.80
After 14 Years	58,200.00	27.98	59,300.00	28.51	60,400.00	29.04
After 15 Years	58,700.00	28.22	59,800.00	28.75	60,900.00	29.28
After 16 Years	59,200.00	28.46	60,300.00	28.99	61,400.00	29.52
After 17 Years	59,700.00	28.70	60,800.00	29.23	61,900.00	29.76
After 18 Years	60,200.00	28.94	61,300.00	29.47	62,400.00	30.00
After 19 Years	60,700.00	29.18	61,800.00	29.71	62,900.00	30.24
After 20 Years	61,200.00	29.42	62,300.00	29.95	63,400.00	30.48
After 21 Years	61,700.00	29.66	62,800.00	30.19	63,900.00	30.72
After 22 Years	62,200.00	29.90	63,300.00	30.43	64,400.00	30.96
After 23 Years	62,700.00	30.14	63,800.00	30.67	64,900.00	31.20
After 24 Years	63,200.00	30.38	64,300.00	30.91	65,400.00	31.44
After 25 Years	65,200.00	31.35	66,300.00	31.88	67,400.00	32.40
After 30 Years	67,200.00	32.31	68,300.00	32.84	69,400.00	33.37

NOTE: Early advancement from "start" to "base" salary within the year shall be left to the discretion of the Sheriff on the basis of training, experience and merit.

Bargaining Unit B - Dispatcher/Jailer Wages

Step Years of Service	September 2021		September 2022		September 2022	
	Annual	Hourly	Annual	Hourly	Annual	Hourly
Start	36,968.75	17.77	37,931.25	18.24	38,893.75	18.70
Base (After 1 yr)	42,250.00	20.31	43,350.00	20.84	44,450.00	21.37
After 2 Years	42,750.00	20.55	43,850.00	21.08	44,950.00	21.61
After 3 Years	43,250.00	20.79	44,350.00	21.32	45,450.00	21.85
After 4 Years	43,750.00	21.03	44,850.00	21.56	45,950.00	22.09
After 5 Years	44,250.00	21.27	45,350.00	21.80	46,450.00	22.33
After 6 Years	44,750.00	21.51	45,850.00	22.04	46,950.00	22.57
After 7 Years	45,250.00	21.75	46,350.00	22.28	47,450.00	22.81
After 8 Years	45,750.00	22.00	46,850.00	22.52	47,950.00	23.05
After 9 Years	46,250.00	22.24	47,350.00	22.76	48,450.00	23.29
After 10 Years	46,750.00	22.48	47,850.00	23.00	48,950.00	23.53
After 11 Years	47,250.00	22.72	48,350.00	23.25	49,450.00	23.77
After 12 Years	47,750.00	22.96	48,850.00	23.49	49,950.00	24.01
After 13 Years	48,250.00	23.20	49,350.00	23.73	50,450.00	24.25
After 14 Years	48,750.00	23.44	49,850.00	23.97	50,950.00	24.50
After 15 Years	49,250.00	23.68	50,350.00	24.21	51,450.00	24.74
After 16 Years	49,750.00	23.92	50,850.00	24.45	51,950.00	24.98
After 17 Years	50,250.00	24.16	51,350.00	24.69	52,450.00	25.22
After 18 Years	50,750.00	24.40	51,850.00	24.93	52,950.00	25.46
After 19 Years	51,250.00	24.64	52,350.00	25.17	53,450.00	25.70
After 20 Years	51,750.00	24.88	52,850.00	25.41	53,950.00	25.94
After 21 Years	52,250.00	25.12	53,350.00	25.65	54,450.00	26.18
After 22 Years	52,750.00	25.36	53,850.00	25.89	54,950.00	26.42
After 23 Years	53,250.00	25.60	54,350.00	26.13	55,450.00	26.66
After 24 Years	53,750.00	25.84	54,850.00	26.37	55,950.00	26.90
After 25 Years	56,250.00	27.04	57,350.00	27.57	58,450.00	28.10
After 30 Years	58,250.00	28.00	59,350.00	28.53	60,450.00	29.06

NOTE: Early advancement from "start" to "base" salary within the year shall be left to the discretion of the Sheriff on the basis of training, experience and merit.

**APPENDIX B - SENIORITY LIST**

<b>Civilians/COs</b>		<b>Deputies</b>	
<b>Employee</b>	<b>Date of Hire</b>	<b>Employee</b>	<b>Date of Hire</b>
Zakowski, B.	12/19/1996	Wood, J.	6/20/1997
Ezell, J.	11/17/2003	Dudra, J.	9/4/2007
Wade, Tina	8/1/2006	Lustig, D.	6/1/2010
Jones, C.	11/27/2010	Hoadley, R.	4/1/2011
Atteberry, T.	2/19/2011	Wood, Q.	6/11/2012
Bailey, E.	4/28/2012	Washburn, J.	6/25/2012
Meek, J.	4/14/2014	Myers, D.	4/26/2014
Culberson, T.	6/19/2017	Atkinson, B.	10/11/2020
Gatton, B.	11/03/2019	Wade, Trey	10/04/2021
Williams, C.	11/30/2020		
Martin, S.	3/14/2021		
Dandurand, J.	5/10/2021		
Reedy, Q.	5/10/2021		
Miller, J.	6/21/2021		
Konwinski, J.	9/02/2021		

**APPENDIX C - DUES AUTHORIZATION FORM**

**ILLINOIS FRATERNAL ORDER OF POLICE  
LABOR COUNCIL  
974 CLOCK TOWER 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, \_\_\_\_\_, 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: \_\_\_\_\_  
Personal E-mail: \_\_\_\_\_

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

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

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

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

(217) 698-9433

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



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

Lodge No. / Year / Grievance No.

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

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

**STEP ONE**

Date of Incident or Date Knew of Facts Giving Rise to Grievance: \_\_\_\_\_  
Article(s) and Sections(s) of Contract violated: \_\_\_\_\_  
Briefly state the facts: \_\_\_\_\_

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

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

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

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

**EMPLOYER'S STEP ONE RESPONSE**

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

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

\_\_\_\_\_  
Position

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

\_\_\_\_\_  
Date

**STEP TWO**

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

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

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

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

**EMPLOYER'S STEP TWO RESPONSE**

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

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

\_\_\_\_\_  
Position

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

\_\_\_\_\_  
Date



**STEP THREE**

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

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

\_\_\_\_\_  
Grievant's Signature FOP Representative Signature

**EMPLOYER'S STEP THREE RESPONSE**

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

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

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

**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 E - LATERAL TRANSFER POLICY

### Guidelines for Lateral Transfer Candidates (Eligibility)

- A. Currently employed as a Deputy Sheriff, Municipal Police Officer, or any other Law Enforcement Officer; OR, Correctional Officer or Law Enforcement Telecommunicator or 911 Operator AND,
- B. Are in good standing in their department as of the date of selection for hire at the Shelby County Sheriffs Department; AND,
- C. Have successfully completed the full time Illinois Basic Police Officer Training or Basic Correctional Officer Training, OR successfully completed Basic Police Officer Training Program from another state which can be transferred and accepted by the Illinois State Training Board (ILETSB), OR successfully completed Illinois Part Time Officer Basic Training Class in addition to the Transitional Training; AND,
- D. Have a high school diploma; AND,
- E. Be a U.S. Citizen

### Appointment/Selection Considerations

- A. Transfer Applicants must complete a Shelby County Sheriffs Department Application and undergo interview by the Sheriff.
- B. Applications shall be accepted year-round for lateral transfers, and up to the first 3 new hires may be lateral transfer, after which time hiring will alternate between new recruits and lateral transfers.
- C. All applicants chosen for selection shall undergo a background investigation
- D. Applicants who have completed the above will be considered conditionally certified for employment.
- E. The County may require further appropriate screening examinations of conditionally certified applicants.
- F. Any applicant chosen who completed the Illinois Part Time Officer Basic Training Class must be FT certified by the Part Time Officer Transitional Training in accordance with the requirements of the Illinois Law Enforcement Training & Standards Board.

### Transition of Appointed/Selected Candidate to Shelby County Sheriff's Department

- A. Enter with the tenure recognized as earned from the selected candidate's previous employer for appropriate wage rate in accordance with the labor agreement; AND
- B. Seniority Date remains as start date of employment with the County, AND Undergo a 12-month probationary period in accordance with the labor contract

**APPENDIX F - TWELVE HOUR SHIFTS FOR DEPUTIES**

**MEMORANDUM OF AGREEMENT**

**REGARDING**

**TWELVE HOUR SHIFTS FOR DEPUTIES BARGAINING UNIT**

**THIS AGREEMENT** is entered into this \_\_\_\_\_ day of August 2021, by and between Shelby County Board and the Shelby County Sheriff's Office, hereinafter referred to as Employers, and the Illinois Fraternal Order of Police Labor Council representing Bargaining Unit A containing all sworn peace officers and deputy sheriffs under the rank of chief deputy employed by the Shelby County Sheriff's Office, hereinafter referred to as Union.

**WHEREAS** the Shelby County Sheriff's Office, the Shelby County Board, and the Illinois Fraternal Order of Police Labor Council believe it is in the best interests of the citizens of Shelby County to have full-time deputies on patrol twenty-four (24) hours a day and seven (7) days a week; and

**WHEREAS** the Shelby County Sheriff's Office is experiencing a shortfall in the current deputy sheriff's workforce; and

**WHEREAS** to provide coverage twenty-four (24) hours a day and seven (7) days a week with the current workforce it is necessary to modify the schedule of the deputies; and

**WHEREAS** certain provisions of the current Collective Bargaining Agreement need to be modified to provide coverage twenty-four (24) hours a day and seven (7) days a week.

**IN CONSIDERATION** of mutual promises, covenants and understandings contained herein and, in the parties', Collective Bargaining Agreement executed by their duly authorized representatives and/or agents, the parties mutually agree to the following terms and conditions:

**Section 1 – Implementation of a Twelve-Hour Schedule**

Effective August 22, 2021, or as soon as possible thereafter; the Shelby County Sheriff's Office shall begin a twelve-hour shift schedule for deputies assigned to the Road Division. The schedule shall be on a fifty-two (52) week experimental basis, which shall be reviewed every four (4) weeks by the parties through the labor management conference process contained in Article XXIII of the Collective Bargaining Agreement.

**Section 2 – Work Schedule**

- (a) The twelve (12) hour work schedule referenced in Section 20.3(a) above shall consist of eighty-four (84) regular scheduled work hours in a fourteen (14) day period.
- (b) Upon the institution of the "Kelly Time" in the revised Section 20.3(a) contained in Section 3 this Memorandum of Agreement, the regular pay for the eighty-four (84) regular

scheduled work hours shall be eighty (80) hours of pay at the employee's hourly rate of pay as listed in Appendix A of the Collective Bargaining Agreement.

- (c) Officer assignments shall be divided between a day shift and a night shift. Each shift shall be divided into two (2) squads. The shifts shall be as follows:

Day Shift                    0600 hours to 1800 hours  
 Night Shift                 1800 hours to 0600 hours

- (d) The workday shall consist of the two (2) work shifts in subsection (a) above. The work schedule cycle shall consist of:

two (2) consecutive workdays, followed by two (2) consecutive days off;  
 three (3) consecutive workdays, followed by two (2) consecutive days off; and  
 two (2) consecutive workdays, followed by three (3) consecutive days off.

- (e) The schedule shall then repeat itself.  
 (f) The two (2) day shift squads shall each consist of at least two (2) deputy sheriffs and the two (2) night shift squads shall each consist of at least two (2) deputy sheriffs. As used herein, the term "deputy sheriffs" includes Deputy Sergeants. In the event additional deputy sheriffs are hired, the parties will discuss and agree to additional shift starting and quitting times.  
 (g) The work schedule rotation shall be as follows:

Twelve-hour Work Schedule

	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
Squad 1														
Day Shift	On	Off	Off	On	On	Off	Off	Off	On	On	Off	Off	On	On
Night Shift	On	Off	Off	On	On	Off	Off	Off	On	On	Off	Off	On	On
Squad 2														
Day Shift	Off	On	On	Off	Off	On	On	On	Off	Off	On	On	Off	Off
Night Shift	Off	On	On	Off	Off	On	On	On	Off	Off	On	On	Off	Off

**Section 3 – Changes to the Collective Bargaining Agreement**

In addition to the schedule changes in Section 2 above, Sections 16.3, 20.2, 20.3, 20.6, and 25.3 of the Collective Bargaining Agreement will be modified as follows:

**Section 16.3. Holiday Pay**

- (a) If an employee works on any of the paid holidays described in Section 16.1 above, the employee shall be paid at the rate of time and one-half for all hours worked in addition to his regular base pay.

(b) Employees covered by this Agreement whose regularly scheduled day off falls on a paid holiday shall receive a normal ~~work day's~~ workday's compensation in addition to the regular base pay. The employee may choose to accept cash or compensatory time for holiday pay.

(c) Any employee that earned holiday compensation time from September 1, 2011 and did not use it to the current date shall have their compensatory time reduced and paid in like amount for such compensatory time. Any employee who earned and used such compensatory time shall have no such reduction.

### **Section 20.2. Work Period**

(a) The work period is defined as a regularly recurring period of seven (7) days from 12:01 a.m. Sunday to 12:00 Midnight Saturday. Up to eight (8) consecutive hours of work within a twenty-four (24) hour period constitutes the regular ~~work day~~ workday.

(b) The word period for patrol deputies is defined as a regularly reoccurring period of fourteen (14) days from 12:01 a.m. Sunday to 12:00 Midnight Saturday. Up to twelve (12) consecutive hours of work within a twenty-four (24) hour period constitutes the regular workday.

### **Section 20.3. Work Schedule**

#### *(a) Patrol Deputies*

Patrol Deputies shall work a twelve (12) hour shift and the schedule will be for six (6) week time periods. The normal rotation for this time frame would be two hundred forty (240) hours of work. This schedule would work a Patrol Deputy for two hundred fifty-two (252) hours in this six (6) week period. This extra twelve (12) hours worked in a six (6) week schedule will be referred to as a "Kelly Time" and a "KT" on the schedule will indicate this day off. Kelly Time will accrue at the rate of four (4) hours every two (2) weeks for a total of twelve (12) hours for every six (6) week period. At the end of the period the Kelly Time will be taken by each Deputy only as scheduled by the Supervisor (person in charge of scheduling) and approved by Administration.

#### *(b) Bailiff*

The Bailiff shall be scheduled to work on a regular five (5) day work shift in a seven (7) day period. The Bailiff may be scheduled to work forty (40) hours in a seven (7) day period. All hours worked or compensated shall count towards the forty (40) hours in a work week.

#### *(c) Unit B Employees*

All employees in Unit B shall be scheduled to work on a regular five (5) day work shift in a seven (7) day period. An employee may be scheduled to work forty (40) hours in a seven (7) day period. All hours worked or compensated shall count towards the forty (40) hours in a work week.

(c) Changes in Shifts

Shifts may be rotated pursuant to management needs. The Employer reserves the right to review and alter shifts every ninety (90) days. ~~All hours worked or compensated shall count towards the forty (40) hours in a work week.~~

**Section 20.6. Overtime**

Employees required to work any hours ~~in addition to~~ in excess of their ~~normal regularly scheduled work day/workday or the their regularly scheduled normal work week~~ shall be ~~paid as follows: compensated for~~ All all hours worked in excess ~~eight (8) hours in a~~ of their regularly scheduled ~~workday or their regularly scheduled~~ forty (40) hours in a work week, shall receive ~~a~~ at the rate of pay equal to one and one-half (1 1/2) times their regular hourly rate of pay.

**Section 25.3. Personal Days Accrual and Use/Leave**

(a) Accrual

Each employee shall have three (3) personal days per year with pay to be credited on September 1. During the first year of employment and after completion of probation, Unit A employees shall accrue personal ~~days/leave~~ at the rate of one-half (1/2) day per month of service up to a maximum of three (3) days; Unit B employees shall accrue one (1) personal day for every four (4) months to be used during ~~that~~ those four (4) months unless time constraint waived by Sheriff.

(b) Use

Personal ~~days/leave~~ shall be taken in not less than one half (1/2) day ~~at a time~~ increments and the employee shall ~~receive/be paid at the~~ employee's base salary/regular hourly rate for each increment of personal day/leave taken. Personal ~~days/leave~~ may not be accumulated from year to year but must be taken or lost.

**Section 4 – Transitional Period**

- (a) The schedule in Section 2 of this Agreement will add an additional four (4) hours of work per pay period to what has historically been eighty (80) hours of work per pay period schedule. That adds an additional one hundred four (104) hours of work per year to the total pay for Deputies.
- (b) For a transitional period until the workforce has grown to the point, at the Sheriff's discretion, where benefit hours can be used and the additional four (4) hour periods can be awarded as time off pursuant to the above revised Section 20.3(a), the four (4) hours of work per pay period shall be paid as overtime at the time and one-half rate the employee's regular hourly rate.
- (c) This Section shall only operate during the transitional period until the work force is restored to a point where hours can be distributed to allow for deputies to take paid leave.

**Section 5 – Bailiff’s Work Schedule**

Until, in the judgement of the Sheriff, there are deemed to be enough deputy sheriffs employed to fully staff the schedule, the Bailiff will be assigned a deputy slot. Once the Sheriff has determined that the Bailiff is no longer needed to staff the schedule, he will resume his duties as Bailiff under his original eight (8) hour shift.

**Section 6 – Holiday Pay and Personal Leave Accrual**

Effective September 1, 2021, holiday pay and personal leave for employees working twelve (12) hour shifts shall be as follows:

- (a) Holiday pay under Section 16.3(b) shall be for twelve (12) hours instead of the current eight (8) hours.
- (b) Personal Leave under Section 25.3 shall remain at one-half (1/2) regularly scheduled day per month for a maximum of three (3) days. Instead of accruing five (5) hours of personal leave per month up to the maximum of thirty (30) hours, employees working twelve (12) hour shifts shall accrue six (6) hours of personal leave per month up to the maximum of thirty (36) hours.

**Section 7 – Carry Over of Benefit Time**

Due to the current shortage of the workforce in Unit A, benefit time under Sections 16.3, 17.1, and 25.3 of the Collective Bargaining Agreement may be temporarily carried until such time as the Sheriff deems the workforce has grown sufficiently to accommodate the use of said benefit time.

**Section 8 – Termination of Memorandum of Agreement**

Either the Sheriff or the Union may terminate this Memorandum of Agreement for any valid reason at any time during the fifty-two (52) week experimental period.

If either the Sheriff or the Union which to terminate Memorandum of Agreement, they shall provide thirty (30) calendar days written notice to the other party.

Upon either the Sheriff or the Union exercising their right to terminate this Memorandum of Agreement, the Sheriff and the Union shall meet and make a good-faith effort to address the concerns of the party that exercised their right to terminate this Memorandum of Agreement. The Sheriff and the Union shall also meet to discuss any impact the termination of this Memorandum of Agreement will have on scheduling.

If this Memorandum of Agreement is terminated, the deputies shall return to the work schedule that was in effect at the time this Memorandum of Agreement was entered into by the parties.

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**Section 9 – Application of the Collective Bargaining Agreement**

All other provisions of the Collective Bargaining Agreement and its Side Letters of Agreement and/or Understanding not specifically addressed by this Memorandum of Agreement shall remain in full force and effect. This Memorandum of Agreement shall be attached to the Collective Bargaining Agreement and be part thereof.

**Section 10 – Establishment of the Status-Quo**

This Memorandum of Agreement shall not be used by the Employers or the Union to establish a status quo in current and/or future bargaining pursuant to the Illinois Public Labor Relations Act.

**Section 11 – Non-Waiver**

Any change to the Collective Bargaining Agreement made herein shall not be deemed a waiver of any other rights contained in the Collective Bargaining Agreement or under the law.

This Memorandum of Agreement shall not be deemed to be a waiver of any grievance, unfair labor practice charge, or other form of legal process or any position taken therein.

**Section 12 – Amendments**

The Parties agree that this Memorandum of Agreement may not be modified, altered, or changed except by written agreement signed by the parties hereto.

**Section 13 – Entire Agreement**

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective representatives and successors. The Shelby County, the Shelby County Sheriff's Office, and the Illinois Fraternal Order of Police Labor Council acknowledge this Memorandum of Agreement constitutes the entire agreement between them superseding all prior written and oral agreements or understandings between the Parties covering the subject matter hereof.

Shelby County, the Shelby County Sheriff's Office, and the Illinois Fraternal Order of Police Labor Council warrant that there are no representations, agreements, arrangements, or understandings, oral or written, between the Parties hereto, relating to the subject matter contained in this Memorandum of Agreement that are not fully expressed herein.

**Section 14 – Signatures**

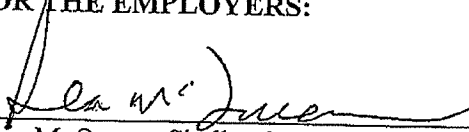
Each party represents and warrants to the other that their respective undersigned representatives are fully authorized to enter and bind it to the terms of this Memorandum of Agreement.

The Parties agree that this Agreement may be signed in counterparts with the same effect as if the signatures were upon the same document. Signatures obtained via facsimile or other electronic means



shall be deemed the same as originals.

**FOR THE EMPLOYERS:**

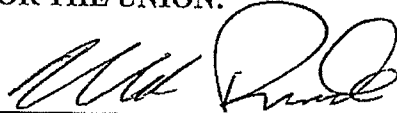


Sean McQueen, Shelby County Sheriff

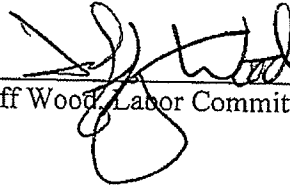


Bobby Orman, Shelby County Board Chair

**FOR THE UNION:**



Mark Russillo, Illinois FOP Labor Council



Jeff Wood, Labor Committee Chair

Dated this 30<sup>th</sup> day of August 2021.