Human Resources Committee

Mike Harris, Chairman
James Carius Community Room
101 S. Capitol Street
Pekin, Illinois 61554
Monday, November 10, 2025
Immediately following Finance Committee meeting

I. Roll Call

II. Approve the minutes of the October 21, 2025 meeting

III. Public Comment

IV. Unfinished Business

V. New Business

HR-25-24 A. Recommend to approve the Collective Bargaining Agreement between Tazewell County and the Illinois Fraternal Order of Police Labor Council

VI. Reports and Communications

VII. Recess

Members: Chairman Mike Harris, Max Schneider, Joe Woodrow, Deene Milam, Eric Schmidgall, Kim Joesting, Russ Crawford, Dave Mingus, Nancy Proehl, Eric Stahl, Aaron Phillips

Minutes pending committee approval

HUMAN RESOURCES COMMITTEE
Jury Commission Room – McKenzie Building
Tuesday, October 21, 2025 – 4:36 p.m.

Committee Members Present: Chairman Mike Harris, Kim Joesting, Russ Crawford, Joe Woodrow, Nancy Proehl, Deene Milam, Eric Stahl, Dave Mingus

Committee Members Absent: Max Schneider, Eric Schmidgall, Aaron Phillips

Others Attending: Mindy Darcy, Interim County Administrator

MOTION **MOTION BY MEMBER JOESTING, SECOND BY MEMBER CRAWFORD** to approve the minutes from the September 16, 2025 meeting

On voice vote, **MOTION CARRIED UNANIMOUSLY**.

HR-25-18 **MOTION BY MEMBER WOODROW, SECOND BY MEMBER MILAM** to recommend to approve a change in the contribution to the Flexible Spending Account for dependent care for 2026

MOTION to recommend to approve the revised Resolution adding for healthcare costs to the first and third paragraph

Human Resources Director Corrie Magee stated that when the Resolution was originally drafted, it only contained language for dependent care and the revised Resolution includes language for healthcare costs. She stated that these numbers are received from the IRS every year.

On voice vote, AMENDMENT CARRIED UNANIMOUSLY.

On voice vote, MOTION AS AMENDED CARRIED UNANIMOUSLY.

HR-25-19 **MOTION BY MEMBER CRAWFORD, SECOND BY MEMBER STAHL** to recommend to approve wage increases for non-union employees for FY26

Human Resources Director Corrie Magee stated that this is for a 2% increase for cost of living to the non-union wages with a discretionary 2% for merit.

On voice vote, MOTION CARRIED UNANIMOUSLY.

HR-25-20 **MOTION BY MEMBER PROEHL, SECOND BY MEMBER MINGUS** to recommend to approve the FY26 insurance premiums

Human Resources Director Corrie Magee stated that there will be no changes to the premiums for FY26.

On voice vote, MOTION CARRIED UNANIMOUSLY.

HR-25-21 **MOTION BY MEMBER JOESTING, SECOND BY MEMBER WOODROW** to recommend to approve the FY26 COBRA rates

Human Resources Director Corrie Magee stated that the COBRA rates are the rate that the County would pay as well as what the employee would pay with a 2% administration fee. She stated that there will be no increase for FY26.

On voice vote, MOTION CARRIED UNANIMOUSLY.

HR-25-22 **MOTION BY MEMBER MILAM, SECOND BY MEMBER JOESTING** to recommend to approve a change to the Qualified High Deductible PPO Health Plan

Human Resources Director Corrie Magee stated that these amounts are set by IRS guidelines.

On voice vote, MOTION CARRIED UNANIMOUSLY.

HR-25-23 **MOTION BY MEMBER CRAWFORD, SECOND BY MEMBER MINGUS** to recommend to approve changes to the Health Savings Account (HSA) contribution limits for 2026

Human Resources Director Corrie Magee stated that these amounts are set by IRS guidelines.

On voice vote, MOTION CARRIED UNANIMOUSLY.

DISCUSSION: **Open Enrollment**

Human Resources Director Corrie Magee stated that open enrollment will start on November 1, 2025. She stated that this is the time to make any changes to your plan.

RECESS Chairman Harris recessed the meeting at 4:57 p.m.

(transcribed by S. Gullette)

HR-25-24

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

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

R E S O L U T I O N

WHEREAS, representatives of Tazewell County/Tazewell County Sheriff and Illinois Fraternal Order of Police Council have reached a tentative three-year agreement on behalf of the Deputies and Sergeants covering December 1, 2024 through November 30, 2027; and

WHEREAS, the agreement includes the following wage increases:
December 1, 2024: 5% General Increase
December 1, 2025: 4% General Increase
December 1, 2026: 3% General Increase; and

WHEREAS, the attached tentative agreement makes additional changes to discipline and discharge, labor-management conferences, seniority/layoffs/recalls, hours of work/overtime, holidays, sick leave, insurance, wages, and miscellaneous provisions.

THEREFORE BE IT RESOLVED that the County Clerk notifies the County Board Office, Auditor, Finance, Sheriff, and Treasurer of this action.

PASSED THIS 19th DAY OF NOVEMBER, 2025.

ATTEST:

_____ _____

Tazewell County Clerk Tazewell County Board Chairman

ILLINOIS FOP LABOR COUNCIL

and

COUNTY OF TAZEWELL / TAZEWELL COUNTY SHERIFF

Deputy Sheriffs & Sergeants

December 1, 2024 – November 30, 2027

Springfield - Phone: 217-698-9433 / Fax: 217-698-9487
Carol Stream - Phone: 708-784-1010 / Fax: 708-784-0058
Web Address: www.fop.org
24-hour Critical Incident Hot Line: 877-IFOP911

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

COUNTY OF TAZEWELL / TAZEWELL COUNTY SHERIFF

AND

ILLINOIS
FRATERNAL ORDER OF POLICE
LABOR COUNCIL

December 1, 2024- November 30, 2027

COUNTY OF TAZEWELL /
TAZEWELL COUNTY SHERIFF

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AGREEMENT
BETWEEN

COUNTY OF TAZEWELL / TAZEWELL COUNTY SHERIFF

AND

ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

This Agreement is entered into by County of Tazewell / Tazewell County Sheriff, hereinafter referred to as "Employer" or "Management" and Illinois Fraternal Order of Police Labor Council, as the collective bargaining agent for certain employees of County of Tazewell / Tazewell County Sheriff, hereinafter referred to as "Union".

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union, to provide for equitable and peaceful adjustments of differences, which may arise, and to establish this written Agreement covering standards of wages, hours, and working conditions of employment, to be observed between the parties hereto.

ARTICLE 1
RECOGNITION AND PURPOSE

Section 1 - Unit Description

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

Included: All sworn officers below the rank of Captain, excluding the Jail Superintendent.

Excluded: All other employees of Tazewell County Sheriff's Department including all confidential, managerial, and supervisory employees as defined by the Illinois Public Labor Relations Act.

Section 2 - Supervisors

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

Section 3 - Sheriff's Auxiliary

Auxiliary personnel shall only be used in accordance with applicable state statute. Auxiliary personnel may not be used to obviate the payment of overtime to bargaining unit employees.

ARTICLE 2
MANAGEMENT RIGHTS

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

A. To plan, direct, control and determine all operations and services of the County Sheriff's Office;

B. To supervise and direct employees;

C. To establish the qualifications for employment and to decide which applicants will be employed;

D. To establish reasonable work rules and work schedules and to assign work as the Employer deems necessary. Such work rules and schedules shall be posted in a place and manner as mutually agreeable to the Employer and the Union;

E. To hire, promote, transfer, schedule and assign employees to positions and to create, combine, modify and eliminate positions within the Tazewell County Sheriff's Office;

F. To suspend, demote, discharge and take such other disciplinary action against employees for just cause (probationary employees without cause);

G. To establish reasonable work and productivity standards and, from time to time, amend such standards;

H. To lay off employees;

I. To maintain efficiency of Tazewell County Sheriff's Office operations and services;

J. To determine methods, means, organization and number of personnel by which such operations and services shall be provided;

K. To take whatever action is necessary to comply with all applicable state and federal laws;

L. To, change or eliminate methods, equipment and facilities for the improvement of operations;

M. To determine the kinds and amounts of services to be performed as it pertains to operations and the number and kind of classifications to perform such services;

N. To contract out for goods and/or services, pursuant to Article 5;

O. To take whatever action is necessary to carry out the functions of the Tazewell County Sheriff's Office in emergency situations.

As to the meaning of the term "Employer" or "Employers" in interpreting and/or applying the provisions of this collective bargaining agreement, the provisions of 5 ILCS 315/3(o) and the Illinois Public Labor Relations Act and the Sheriff and the County Board are joint employers shall be applied.

However, nothing in this collective bargaining agreement shall negate the Illinois Constitutional provisions as the Office of Sheriff and/or the terms of 55 ILCS 5/3-6018 that the Sheriff is in charge of the internal operations of his office.

ARTICLE 3
UNION SECURITY

Section 1 - Membership Dues Checkoff

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

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

Section 2 – Indemnification

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

ARTICLE 4
MAINTENANCE OF STANDARDS

Section 1 - Economic Benefits and Work Practices

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

Section 2 - Inadvertent Errors

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

ARTICLE 5
SUBCONTRACTING

Section 1 - General Policy

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

Section 2 - Notice and Discussion

Except in case of an emergency, when the Employer contemplates changing its policy involving the subcontracting or work in the bargaining unit area, and such change amounts to a significant deviation

from past practice and would result in the layoff of any bargaining unit employees, the Employer shall notify the Union and offer the Union an opportunity to discuss and to participate in considerations involving the desirability of such subcontracting of work, including means by which to minimize the impact on such employees.

ARTICLE 6
NON-DISCRIMINATION

Section 1 - Prohibition Against Discrimination

Both the Employer and the Union agree to refrain from any acts of discrimination in violation of any state or federal law on the basis of race, sex, creed, religion, color, marital or parental status, age, national origin, political affiliation and/or beliefs, or other non-merit factors. Claims of discrimination under this Section are not subject to the grievance procedure contained in this Agreement.

Section 2 - Union Membership or Activity

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

Section 3 - Use of the Masculine Pronoun

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

ARTICLE 7
WORK STOPPAGE

Section 1 - Statutory Provision

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

Section 2 - Strike and Lockout Prohibited

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

Section 3 - Union Action

Upon notification by the Employer to the Union or its agents that certain of its members are engaged in activity that is in violation of Section 1 or 2, Article 7 of this Agreement, the Union shall immediately order such members in writing to return to work. The Union will also provide the Employer with a copy of such order and a responsible official of the Union shall publicly order such workers to return to work. In

the event that a strike or other violation not authorized by the Union occurs, the Union agrees to take all reasonable effective and affirmative action to assure the members return to work as promptly as possible.

Section 4 – Penalties

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

ARTICLE 8
BILL OF RIGHTS

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

A. The Employer shall not adopt any resolution or ordinance and the Sheriff's Department shall not adopt any regulation, which prohibits the right of an officer to bring suit arising out of his duties as an officer.

B. No photo of any officer under investigation shall be made available to the media prior to a conviction for a criminal offense or prior to a decision being rendered, unless otherwise required to comply by court order, subpoena, or a Freedom of Information Act request.

C. The Sheriff's Department shall not compel an officer under investigation to speak or testify before, or to be questioned by, any non-governmental agency without subpoena powers relating to any matter or issue under investigation.

D. The officer shall have the right to be represented at such inquiries, investigations, or interrogations by a Union representative. Nothing in this Section is intended to or should be construed to waive employees' right to Union representation during questioning that the employee reasonably believes may lead to discipline.

E. Bargaining unit employees shall have such rights as set forth in the United States Supreme Court decision in *NLRB v. Weingarten*, 420 U.S. 251 (1975) and *Department of Central Management Services and Corrections (Morgan)* decision, 1 PERI ¶ 2020 (ISLRB, 1985).

ARTICLE 9
RESOLUTION OF IMPASSE

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

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

ARTICLE 10
PERSONNEL FILES

Section 1 – Inspection

Inspection and use of personnel files shall be in accordance with the Illinois Personal Records Act, 820 ILCS 40/0.01 et seq.

Section 2 - Union Access

An employee who is involved in a current grievance against the Employer may designate in writing that a Union representative may inspect his or her personnel file subject to the procedures contained in Section 1 of this Article. Personnel files shall not be accessed without the Sheriff or his designee in attendance.

Section 3 - Employee Rights

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

ARTICLE 11
DISCIPLINE AND DISCHARGE

Section 1 – Definition

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

A. Oral Reprimand
B. Written Reprimand
C. Suspension (Notice to be given in writing)
D. Demotion
E. Discharge

Discipline (including reprimands and suspensions) and discharge may be imposed by the Tazewell County Sheriff. Other reasonable conditions of employment related to the offense may be imposed after discipline. Any disciplinary action or measure imposed pursuant to this Agreement upon an employee may be processed as a grievance through the regular grievance procedure.

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

Section 2 - Just Cause

Employer agrees that disciplinary action for all non-probationary employees shall only be imposed for just cause and shall be imposed as soon as practical after Employer learns of the occurrence giving

rise to the need for disciplinary action and after Employer has a reasonable opportunity to investigate the facts.

Section 3 - Limitation

The Employer's Agreement to use progressive and corrective disciplinary action does not prohibit the Employer in any case from imposing discipline, which is commensurate with the severity of the offense. Offenses which will require severe discipline shall include but are not limited to:

A. Unlawful possession of a controlled substance or alcohol;
B. intentional destruction or theft of County property;
C. fighting on-the-job;
D. appearing for work under the influence of drugs or alcohol or other substance that may impair an employee's ability to perform any of their duties required.

Both the employee and Union shall be notified of disciplinary action. Such notification shall be in writing and reflect the specific nature of the offense.

Section 4 - Use of Prior Warnings

Any written warning or suspension of two (2) days or less shall not be considered in imposing disciplinary penalty for a current offense when more than twenty-four (24) months have elapsed from the written warning or suspension of less than three (3) days. Provided however, that an arbitrator or judge reviewing the merits of a suspension, demotion or discharge case shall review the employee's entire personnel file.

Section 5 - Written Notice

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

Section 6 – Appeal Process

Suspension and discharge may be appealed to and subject to the jurisdiction of the Sheriff's Merit Commission according to applicable State law. Disciplinary action resulting in ~~an oral reprimand, written reprimand,~~ suspension, demotion, or discharge**,** may, in the alternative, be subject to appeal through the Grievance and Arbitration Procedure as provided in this Agreement. Oral and written reprimands are not subject to appeal to the Sheriff's Merit Commission, or through the Grievance and Arbitration Procedure in Article 12 of this Agreement, unless the oral and/or written reprimand is based upon the Deputy having engaged in conduct as defined in Section 6.3(b) of the Illinois Police Training Act [50 ILCS §705/6.3(b)] which could lead to decertification of the Deputy.

. Notice of said disciplinary action shall be provided to the employee in writing.

The Grievance Procedure and the Merit Commission process are mutually exclusive and no relief shall be available under the Grievance Procedure for any action heard before the Merit Commission and vice versa. The filing of a grievance shall act as a waiver by the Union and the involved employee of the right to challenge the same matter before the Sheriff's Merit Commission and an employee's request for a hearing before said Commission. A request for a hearing before the Merit Commission shall act as a waiver by the Union and the involved employee of the right to process the same matter through the

Grievance and Arbitration Procedure of this Agreement. Any and all grievances involving discipline shall be filed at Step 2 of Article 12, Section 8 hereof.

ARTICLE 12
DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

Section 1 - Definition of a Grievance

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

Section 2- Dispute Resolution

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

The employee shall make his or her complaint to his or her immediate supervisor. The supervisor will notify the employee of the decision within four (4) business days following the day when the complaint was made. A "business day" is defined as Monday through Friday, excluding weekends and holidays. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other disputes. In the event of a complaint, the employee shall first complete his/her assigned work task, and complain later.

Section 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 group 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 4 - Subject Matter

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

Section 5 - Time Limitations

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

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

Section 6 – Investigation

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

Section 7 - Grievance Meetings

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

Section 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 may prepare a written grievance on a form mutually agreed to (see Grievance Form Appendix) and present the same to the Chief Deputy which shall not be more than fifteen (15) business days from the date of the event or occurrence giving rise to the grievance regardless of the limitation periods provided for in Section 2. The Chief Deputy will respond to the Union representative or the employee in writing within five (5) business days.

Step 2. If no agreement is reached between the employee and the Chief Deputy, the grievant may forward the grievance to the Sheriff within fifteen (15) business days from the date of the receipt of the Step 1 response. The Sheriff will respond to the Union representative or the employee in writing within five (5) business days and indicate whether the Sheriff or his designee will hear the grievance (all management rights issues), or the County Board Governance Committee will hear the grievance (all financial issues). A hearing will then be conducted within fifteen (15) business days after receipt of the Sheriff's directional decision. A written decision will be issued to the grievant and the Union (and the Sheriff when heard by the County Board) within five (5) business days after the hearing date.

Step 3. If the dispute is not settled at Step 2, the matter may be submitted to arbitration by the Union within fifteen (15) business days after the Committee's written decision or the expiration of the five (5) day period if the Committee fails to render a written decision. Within fifteen (15) business days after the matter has been submitted to arbitration, a representative of the Employer and the Union may meet to select an arbitrator from a list of mutually agreed to arbitrators.

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

The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the 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 Pekin, Illinois, unless otherwise agreed to.

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

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

The expenses and fees of the arbitrator mutually agreed to and the cost of the hearing room shall be shared equally by the parties. The decision and award of the arbitrator shall be made within forty-five (45) days following the hearing and shall be final and binding on the Employer, the Union, and the employee or employees involved. The arbitrator shall have no power to amend, modify, nullify, ignore, add to, or subtract from the provisions of the Agreement.

ARTICLE 13
LABOR-MANAGEMENT CONFERENCES

Section 1 - Meetings

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 shall not be scheduled more frequently than one each quarter, except by mutual agreement. The party requesting a "Labor-Management Conference" shall make the request in writing to the other party and provide the agenda for such meeting. If the employee is assigned to attend any such "Labor-Management Conference" by the Sheriff, expenses associated with such assignment shall be paid in accordance with Tazewell County travel policy. Such meetings and locations shall be limited to:

A. Discussion on the implementation and general administration of this Agreement.

B. A sharing of general information of interest to the parties.

C. Notifying the Union of changes in non-bargaining conditions of employment contemplated by the Employer, which may affect employees.

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 effectuated for the maximum protection of the citizens of the State of Illinois. The Employer and Union agree to cooperate with each other in the administration of this Agreement, including working together to schedule any Labor Management Conferences ("LMC"), or local meetings to address FOP business in preparation for the LMC ("Prep Meeting"), in such a manner that will allow the appropriate Employer and Union representatives the ability to attend said LMC or Prep Meetings without interfering with or otherwise negatively impacting the operations of the Tazewell County Sheriff's Office. Accordingly, when any LMC or Prep Meeting is scheduled during the same time that a Union representatives is scheduled to be on-duty, the Union representative shall be allowed to attend the LMC or Prep Meeting upon providing, when possible, at least forty-eight (48) hours written notice to the Sheriff of the Union representative's plan to attend the LMC or Prep Meeting, which written notice shall include the date, time, and estimated duration of the LMC/Prep Meeting. In the event that the number of on-duty union representatives giving written notice of their plan to attend the LMC or Prep Meeting would create a staffing shortage, or raise any concerns for the safety of the other Deputies working during any LMC or Prep Meeting, and/or safety of the citizens of Tazewell County, the Sheriff shall promptly advise the Union of same and may require that the LMC or Prep Meeting be rescheduled, or that one or more union members remain on duty and not attend the LMC/Prep Meeting. Union and Employer acknowledge and agree that radio/service calls shall take priority over any Union representative's attendance at any scheduled LMC or Prep Meeting.

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

Section 2 - Grievances Not Discussed

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

Section 3 – Notice

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, the Sheriff or his designee.

Section 4 - Employee Not To Be Paid

It is expressly understood and agreed that the employee shall not be paid for attending any "Labor-Management" meeting referred to in this Article, unless such pay is approved by the Sheriff.

ARTICLE 14
SENIORITY/LAYOFFS/RECALLS

Section 1 – Probation

Bargaining unit employees hired after the implementation of this Agreement shall serve a probationary period from their date of hire and will conclude twelve (12) months after successful completion of academy and field training. In no event shall a bargaining unit employee's probationary period exceed eighteen (18) months from their original date of hire. During the probationary period, the employee shall be subject to dismissal for any reason without recourse to the grievance procedure. Upon the completion of the probationary period, the employee shall be granted seniority rights from his or her most recent date of hire. Should a probationary deputy miss more than thirty (30) consecutive days of work, then the time missed shall not count towards the 12-18 month probationary period.

All employees who are promoted by the Sheriff shall serve a probationary period in accordance with 55 ILCS 5/3-8011.

Section 2 - Definition of Seniority

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

Section 3 - Loss of Seniority

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

A. Quits;

B. Is discharged;

C. Is absent from work three (3) consecutive days without notification to or approval by the Employer, other than because of proven sickness, or is unable to notify the Employer because of physical incapacity or other reasonable excuse;

D. Is laid off for more than two (2) years or fails to report for work within fourteen (14) calendar days after having been recalled from layoff;

E. Fails to report for work at the termination of a leave of absence;

F. If an employee is on leave of absence for personal or health reasons and accepts other employment without permission, or if an employee is absent due to an off-the-job illness or injury and is absent for a period of eighteen (18) months or longer; or

G. If he or she is retired.

Section 4 - Seniority List

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

Section 5 – Layoffs

When the Employer determines that layoffs are necessary, the Employer shall have the sole discretion to determine the number of employees to be laid off. Employees shall be laid off in the reverse order of their seniority.

In the event of layoff of employees covered by this Agreement, the Employer agrees not to hire civilian personnel to perform the duties that only a peace officer can perform. A peace officer shall be defined to mean any person who, by virtue of their office, is vested by law with a duty to maintain public order and make arrests for offenses.

The employer shall give sixty (60) days prior notice of layoff to the employee and the union.

Section 6 - Recalls

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

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

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

Section 7 – Promotion

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

Section 8 - Personal Day Selection

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

Section 9 - Days Off Bidding

Patrol deputies and Sergeants shall be allowed to select regular days off by seniority on separate sign-up lists. Sergeants and deputies shall submit a request in writing to the Sheriff or his designee no later than ten (10) working days prior to the effective date. The Sheriff or his designee shall post a list of available days off for bidding no later than ~~twenty (20)~~ **forty (40)** working days prior to the effective date. The effective date for implementing shall be December 1st and June 1st of each year during the term of this Agreement. On or before these dates the bidding process will have been completed and the affected deputies will have been assigned the requested days off. In the event of same day requests, seniority shall be the determining factor.

In the event of transfer as determined by the Sheriff from one shift to another, the affected deputy shall be required to take the days off of the deputy replaced until bidding occurs as provided for herein above. In the event of adding personnel to a shift, the days off will be determined by the Sheriff, as long as the assigned days off of those previously assigned shall not be disturbed.

Section 10 – Shift Bidding

(a) Deputies shall be allowed to select their shifts by seniority. Deputies shall submit a request in writing to the Sheriff or his designee no later than ten (10) working days prior to the effective date. The effective date for implementing the new shifts shall be December 1st and June 1st of each year during the term of this Agreement. On or before these dates the bidding process will have been completed and the affected deputies will have been assigned the requested shifts. In the event of conflicts in requests, seniority shall be the determining factor.

(b) If a deputy is on special assignment either inside or outside the bargaining unit (i.e. M.E.G., Canine Duty, Detective or Crime Prevention), upon return to the patrol shift he shall fill the opening available until the next shift bidding occurs.

(c) For purposes of shift bidding, seniority for sergeants shall be based on seniority in rank.

(d) The Employer will have the discretion to determine the number of deputies on each shift and the days off for each shift.

(e) ~~The assignment to the position in the Courthouse shall be bid as a shift. (probationary patrolman excluded)~~ **The assignment to the position in the Courthouse shall be assigned daily by the Shift Sergeant or the Shift Sergeant's designee.**

ARTICLE 15
F.O.P. REPRESENTATIVES

Section 1 - Attendance at Union Meetings

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

Section 2 - F.O.P. State or National Conferences

Employees will be allowed to use vacation time, compensatory time and/or personal time off to attend F.O.P. State or National conferences, seminars, or meetings. Requests for this time off will be submitted to the Sheriff, in writing, at least fourteen (14) days prior to the date of the requested time off. Any requests for time off referred to in this Section denied due to manpower shortages will be resolved in accordance with Section 3 of this Article; however, such requests shall be limited to one (1) officer per occurrence.

Section 3 - Manpower Replacement

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

in his position in order that the officer making the request may be relieved from duty. Such off-duty officer must be mutually agreed to.

Section 4 - Union Negotiating Teams

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

ARTICLE 16
HOURS OF WORK/OVERTIME

Section 1 - Work Day and Work Week

All time in excess of the hours worked in a regular work day, eight (8) hours or the regular work week, forty (40) hours (Sunday through Saturday) shall be compensated as provided for in Section 2 of this Article.

Section 2 - Overtime Pay

A regular shift consists of eight (8) hours. A regular workweek consists of forty (40) hours. The number of hours in a special shift will be determined by the Sheriff.

In those instances where the Sheriff determines that a special shift is necessary for effective and efficient law enforcement procedures, he may assign any employee(s) to such special shift. When an employee works a special shift, such employee will be paid a regular rate (straight time) for the number of hours specified in such shift.

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

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

Pay for overtime work shall be rounded off to the nearest quarter (¼) hour.

Compensatory time to a "rolling cap" of forty (60) hours per fiscal year may be taken by an employee in lieu of compensation for overtime hours worked, at the election of the employee with its use to be approved by the Sheriff or Sheriff's designee. The "rolling cap" means that an employee may not accumulate more than 60 hours of compensatory time at any given time during the fiscal year, however, once the employee uses any earned compensatory time to take time off from work, thereby dropping below the 60-hour cap, the employee may again begin to accumulate compensatory time in lieu of compensation for overtime hours worked until the employee again reaches the maximum 60-hour cap on compensatory time. By way of example, an employee who has reached the 60-hour cap on compensatory time, such that said employee is no longer eligible to accumulate compensatory time during the fiscal year, then uses 20 hours of compensatory time to take time-off work leaving said employee with 40 hours of

accumulated compensatory time, the employee may once again accumulate compensatory time until the employee again reaches the 60-hour cap on accumulating compensatory time. Compensatory time for overtime shall be calculated at the rate of one and one-half (1½) hours for each hour worked. Employees may, at their option, elect to be paid for up to forty (40) hours of compensatory time at the end of the fiscal year, and any remaining compensatory time at the end of the fiscal year, up to the 60-hour rolling cap, may be carried forward by the employee into the next fiscal year.

Section 3 - Break Periods

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

Section 4 - Lunch Period

Paid lunch time shall be thirty (30) minutes taken at the middle of the work shift, except on those occasions when the supervisor requests an alteration of this time due to unusual working situations.

Section 5 - Court Appearances

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

Employees covered by this Agreement, required to attend court on their regularly scheduled day off, shall be compensated at the overtime rate with a minimum of three (3) hours' compensation.

~~Employees covered by this Agreement, who are placed on stand-by for court and have their movement restricted, shall be compensated at the straight time rate for all hours so restricted.~~

Section 6 – Callback

A callback is defined as an official assignment of work, which does not continuously precede or follow an officer's regularly scheduled working hours. An employee that has been called backed under the terms of this Section 6 may be released from the work assignment by the employee's supervisor and sent home if the employee is no longer needed for the callback. Any employee released and sent home by his or her supervisor shall be compensated for two (2) hours at the appropriate overtime rate, or for all hours actually worked prior to release at the appropriate overtime rate, whichever is greater.

Section 7 - Responsibility to Work Overtime/Overtime Equalization

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

B. Distribution of Voluntary Overtime: Overtime shall be distributed as equally as possible among those employees qualified to perform the work. Overtime shall be offered on a rotation based on seniority. The most senior employee who is both qualified and available shall have first opportunity to accept or decline a maximum of one (1) work period of overtime. Once accepted or declined, the next most senior employee will be eligible for the next work period of overtime. This pattern will repeat itself until the least senior employee accepts or declines one (1) work period. Once all qualified employees have had an opportunity for one (1) work period of overtime the process shall repeat itself.

C. Assigned Overtime: If all employees decline the overtime offered, the Employer shall assign overtime in inverse rotating seniority for all those qualified to perform the duties. The maximum ordered overtime for one employee during a rotation shall be one (1) work period.

D. Distribution List: In order to distribute, both voluntary and involuntary overtime as equal as possible, a separate list will be posted for each. Nothing within this Section shall prohibit the parties from mutually agreeing to another procedure.

E. Exclusions: Employees assigned to canine, MEG, and detective are excluded from the provisions of equalized overtime distribution.

F. Sergeants: Sergeants not subject to the provisions of Section E. above, shall be included in the equalized overtime distribution; however, any Sergeant filling in on a shift shall be subject to the command of the assigned shift Sergeant.

Section 8 – Trading Days

Without circumventing the bidding of shifts or creating a regular pattern of days off for one or more employees, Deputies shall be allowed to trade days under the following conditions:

A. The request must be in writing and approved by the Sheriff, or his designee.
B. The shift must be made up within two (2) weeks of the trade.
C. The Deputy agreeing to work the trade day shall be subject to the disciplinary process as defined within the Collective Bargaining Agreement for failure to report to work on the agreed trade day; and
D. The trade shall not create any overtime for the Sheriff. When a Deputy works a traded day with a Sergeant, it must be on a shift with a Command Officer.
E. Up to 8 hours of trade time may be allowed per month upon approval of the shift Sergeant. The Sergeant that approves the trade shall be required to notify the Captain of the trade. Additional time may be allowed by approval of the Sheriff or his designee

ARTICLE 17
VACATIONS

Section 1 - Vacation Leave

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

A. Ten (10) working days after one (1) year of service, or 3.08 hours per day period.

B. Fifteen (15) working days after five (5) years of service, or 4.62 hours per pay period.

C. Twenty (20) working days after ten (10) years of service, or 6.154 hours per pay period.

D. Twenty-five (25) working days after eighteen (18) years of service, or 7.692 hours per pay period.

Section 2 - Years of Service

For the purposes of Section 1 only, "years of service" shall mean the length of time an employee has been employed by Tazewell County in a full-time position.

Section 3 - Vacation Pay

All vacation leave will be paid at the employee's regular hourly adjusted base rate. The regular hourly adjusted base rate is the base rate plus longevity plus educational increment plus shift differential.

Section 4 - Earning Vacation Time

All employees in the bargaining unit hired prior to December 1, 1986, will begin earning vacation time on a per paid period basis, as determined by their length of service with the County, beginning Payroll Period Number One (1) of FY 86-87. Employees hired after December 1, 1986, will earn vacation time per payroll period beginning with the payroll period of their hire.

Employees will begin earning vacation time at the next higher rate commencing with the payroll period, which contains the employee's individual anniversary date.

Section 5 - Accrued Vacation Time

Employees who quit, retire, or resign from the department shall receive all accrued vacation time earned as of their date of resignation or retirement.

No employee shall be eligible to receive any benefits under this Section if he quits, resigns, or retires from the employment of the Employer without giving two (2) weeks notice in writing of his intention to resign or retire.

Section 6 - Use of Vacation Time

Requests for vacations will be submitted pursuant to Article 17, Section 7. Employees may utilize vacation time in a minimum of four (4) hour increments. Employees may carry over from one fiscal year to another two (2) weeks of vacation time. If an employee fails to use vacation earned during the fiscal year in excess of the maximum permitted carry over, he/she shall lose the same. Notwithstanding the foregoing, if the Employer unreasonably denies a vacation request, then the employee will be entitled to carry over the vacation requested into the following fiscal year for use. No employee may sell back unused vacation at the end of the year.

Employees may anticipate and use up to two (2) weeks of vacation that is not yet earned. However, if the employee has used said two (2) weeks of unearned vacation and either quits, retires, or is otherwise terminated from employment before the vacation time would become earned, the County shall be allowed to withhold and recoup this unearned vacation pay income for the employee's final paycheck.

Section 7 - Vacation Scheduling

Requests for vacations for the fiscal year may be submitted beginning December 1st of each fiscal year. Requests for vacations between December 1st and February 29th will be awarded on a first come, first served basis. Vacation requests received by the Sheriff at the same time will be resolved in favor of the senior employee.

Vacations for the period of March 1st through November 30th will be awarded on the basis of seniority, provided the request for vacation is submitted prior to March 1st of each year. Vacation requests submitted after March 1st will be filled on a first come first served basis. Vacation requests submitted after March 1st that are received by the Sheriff at the same time, will be resolved in favor of the senior employee.

Any vacation time that is not used on or before October 1st of each year shall be scheduled for use between October 1st and November 30th. Failure on the part of an employee to schedule unused vacation during the last two (2) months of the fiscal year will result in the Sheriff being able to schedule the time off on a mandatory basis to meet the efficient operating needs of the Department.

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

ARTICLE 18
HOLIDAYS

Section 1 - Recognized and Observed Paid Holidays

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

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

Section 2 – Compensation

Holiday Pay (Not Worked)

Deputies who do not work on a holiday, as defined in Section 1, shall receive eight (8) hours holiday pay at their hourly adjusted base rate of pay.

~~Effective December 1, 2003, Deputies who work on a holiday, as defined in Section 1, shall receive in addition to the eight (8) hours straight time holiday pay, double time for all regularly scheduled hours worked on the holiday. However, deputies who work overtime hours on a holiday shall receive double time and a half for those additional overtime hours (in addition to holiday pay).~~

Holiday Pay (Worked – Regular Shift)

Deputies who are regularly scheduled and work on a Holiday shall receive their normal day's pay (eight (8) hours at straight time) plus an additional sixteen (16) hours of Holiday Pay at their hourly adjusted base rate. This results in a total equivalent of triple time (3.0x) compensation for the first eight (8) hours worked on the Holiday.

Extended Continuous Hours on a Holiday

For any hours worked continuously beyond eight (8) during the same Holiday shift, the overtime rate of time-and-one-half (1.5x) shall apply to those excess hours.

Call-Back or Overtime Shifts on a Holiday

Any deputy who is called back to duty or works an overtime shift on a Holiday, whether voluntary or mandatory, shall be compensated at double time (2.0x) their hourly adjusted base rate for all such hours worked, in addition to any applicable Holiday Pay provisions above.

ARTICLE 19
PERSONAL DAYS

Section 1 - Personal Days

Each year three (3) days with full pay may be used by non-probationary employees for personal leave for the purpose of attending to personal, legal, household, or family matters that require absence during working hours. The Sheriff may grant a probationary employee up to three (3) personal days during the probationary period. Except in emergencies, the employee shall request such leave on a form provided by the Employer, processed by the Sheriff, at least two (2) working days in advance of the day to be taken.

ARTICLE 20
SICK LEAVE

Section 1 – Purpose

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

Section 2 – Accumulation

All employees covered under this Agreement will accrue sick days at the rate of one (1) day per month. Sick leave shall be taken in not less than one (1) hour increments.

~~Sick leave may be accumulated to two hundred and forty (240) days maximum.~~ **Subject to the restrictions set forth in Article 20, Section 3 below, sick leave may be accumulated to three hundred (300) days maximum.**

Section 3 - Credit Upon Retirement

~~Upon retirement from the Sheriff's Department, an employee may apply all accrued sick leave toward retirement in accordance with Public Act 84-812. Also, the Employer will allow the employee to accrue up to two hundred and forty (240) days of sick leave to be used in accordance with this Section only.~~ **Pursuant to the Illinois Pension Code, 40 ILCS 5/7-139(a)(8), and IMRF rules, upon retirement from the Sheriff's Department an employee may apply up to 240 days of accrued and unpaid sick leave to service credit (at the rate of one month of service credit for 20 days of accrued and unpaid sick leave).**

Any sick leave accrued by an employee above the 240 days eligible to be applied for service credit may be used by the employee for the purposes set forth in Article 20, Section 1 above.

Section 4 – Notification

Except in cases of emergencies, the employee will notify his shift supervisor at least two (2) hours in advance, or as soon as practicable, of the start of the shift for which sick leave is being requested.

Section 5 – Return to Work

A. If an employee is absent from work because of illness, or a non-job related accident, for three (3) or more consecutive work days, upon the employee's return to work such employee shall be required to present a certificate signed by a licensed physician in order to qualify for sick leave benefits if sick leave abuse is suspected. Such certificate shall be obtained at the expense of the employee. If it's necessary for the protection of public health and safety, the Employer may require the employee to be examined by a licensed physician before returning to work at the expense of the Employer.

B. If an employee is absent from work because of illness and claims sick leave under this Article, either the day before or after his vacation, holiday or days off, on more than two (2) occasions annually, the employee may be required to present a certificate signed by a licensed physician in order to qualify for sick leave benefits. Such certificate shall be obtained at the expense of the employee. The Sheriff may require a physician of his choosing to examine the employee at the expense of the County of Tazewell for the sole purpose of determining if the employee was/is fit for duty.

Section 6 - Working on Sick Leave

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

Section 7 - Sick Leave Abuse Sanctions

For the purposes of the provisions contained in this Article, "abuse" of sick leave is the utilization of such for reasons other than those stated in Section 1 of this Article. Upon sufficient evidence of the abuse of such sick leave, the employee shall not be paid for such leave taken.

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

Section 8 - Light Duty

There shall be no light duty assignments for bargaining unit employees.

Section 9 – Transfer of Accrued Leave

Bargaining unit members shall be allowed to transfer accrued paid leave to another bargaining unit member who is either catastrophically ill or injured as the result of a non-duty related injury or illness and is out of, or will be out of, accrued paid leave. However, any Deputy who has given notice of his or her intent to retire from the Sheriff's Office shall not be eligible to donate or transfer to another bargaining unit member, and shall not donate or transfer to another bargaining unit member, any accrued and unpaid sick leave accumulated by the Deputy under Article 20 of this Agreement. Additionally, any accrued and unpaid sick leave accumulated by a Deputy in excess of the 240 days eligible to be applied for service credit upon retirement shall not be eligible for donation or transfer to another bargaining unit member, and shall not be donated or transferred by the Deputy to another bargaining unit member, under this Article 20, Section 9 of this Agreement.

ARTICLE 21
FUNERAL LEAVE

If death occurs in the immediate family of an employee, three (3) days leave will be allowed that employee at full pay. Such days will not be charged to vacation, sick leave, or personal days. If additional leave is necessary, the employee may request the use of accrued paid leave. This request must be approved by the Sheriff, which shall not be unreasonably denied.

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

Evidence satisfactory to the Sheriff must be presented as to the death and relationship to the employee.

ARTICLE 22
UNPAID LEAVES OF ABSENCE

Section 1 - Criteria for Unpaid Leaves

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

A. Whether the position is held open is a determination to be made by the Sheriff. In cases where the position is held open, the position may be filled with a temporary employee. In cases where the position is not held open, employees on leave wishing to return will be considered for the first position open of like pay and classification.

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

Section 2 - Prohibition Against Misuse of Leaves

Any leaves granted pursuant to the terms under Article 22 shall not be used for the purpose of securing other employment. An employee during such leave may not be gainfully employed or independently self-employed without prior approval by the Sheriff. Violation of the provisions contained within this Agreement may subject the employee to immediate discharge and loss of all benefits and rights accrued pursuant to the terms of this Agreement.

ARTICLE 23
INSURANCE (HELD OPEN PENDING NFOP PROPOSAL)

Section 1 - County Contributions

All bargaining unit employees will be offered the County's group insurance program at the time of employment. If the employee elects and qualifies, premium payments will be made through payroll deductions. Tazewell County's monthly insurance premiums effective December 2021 are as follows:

A. Premiums for dependent coverage are in addition to any applicable single health premiums.
B. Employee Health – Total monthly premium is $1,137.73. County pays $925.76 and Employee pays $211.96.
C. Medical Reimbursement – Total monthly premium is $535.68. County pays $489.26 and Employee pays $46.42
D. Family Medical Reimbursement – Total monthly premium is $626.30. County pays $524.16 and Employee pays $102.14.
E. Dependent Health No Spouse – Total monthly premium is $889.99. County pays $532.85 and Employee pays $357.14.
F. Full Dependent Health – Total monthly premium is $1,114.16. County pays $648.68 and Employee pays $465.48.
G. Medicare – Total monthly premium is $406.35. Employee pays this premium.
H. Dependent Medicare - Total monthly premium is $406.35. Employee pays this premium.
I. Term life insurance with face value of $25,000.00. Total monthly premium is $6.73. County pays this premium.
J. Dental – Total monthly premium is $35.26. County pays this premium.
K. Dependent Dental - Total monthly premium is $88.42. County pays $20.84 and Employee pays $67.58.
L. Employee Optical – Total monthly premium is $10.35. County pays this premium.
M. For the period of December 1, 2021 through November 30, 2024, any premium increases will be shared equally between the Employee and the Employer. Effective December 1, 2021, any premium increases will be shared and split between the Employee and the Employer, with the Employer paying 60% of any increase and the Employee paying 40% of any increase.

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

A. No changes will be made without sixty (60) days prior written notice to the Union; and

B. Should the Union notify the Employer of its desire to bargain over the changes and/or the impact thereof, no changes shall be made until the parties have concluded such bargaining. Should an impasse arise in such bargaining, the

parties shall resolve the impasse by arbitration, using the procedures of Section 14 of the Act. The arbitrator/arbitration panel shall have the authority to issue awards retroactively effective to the date the Union demanded bargaining.

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

Section 2 – Retirement

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

Any employee covered by this Agreement who retires after November 30, 1993, will be provided the same medical and life insurance on the same terms and conditions as active employees, but shall pay forty percent (40%) of the premium costs for the employee only. No dependent coverage will be paid by the Employer and should the retired employee elect dependent coverage they shall pay all of the same. Any retired employee who qualifies for I.M.R.F. benefits, the County's contribution toward medical insurance premiums will be applied to a supplemental Medicare policy to which the employee will pay forty percent (40%).

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

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

A. Terminates the employment with the County for any reason other than "just cause discharge."

B. Meets the following requirements:

1. Must have participated a minimum of twenty (20) years in the I.M.R.F. (SLEP) program; and

2. Must have attained age fifty-five (55) or the minimum age required by I.M.R.F. or SLEP.

Section 3 - Liability Insurance

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

Section 4 - Insurance Committee

A. Cost Review: The County and this bargaining unit agree to participate in an insurance committee established countywide to review ways to control or reduce insurance costs. The Insurance Committee may make recommendations to the County Board for changes in health care coverage that will reduce or minimize increases in health care premiums. One representative from the Union Deputies' bargaining unit, along with six (6) management representatives, and other County bargaining unit representatives will be eligible to participate as committee members. Recommendations may be made with a two-thirds majority of those representatives identified by this section. All changes are subject to approval of the County Board. Any savings generated by plan changes different than those that exist upon execution of this Agreement result in a decrease in premium costs shall be passed directly to the dependent premium increases in the first and second year of this Agreement and thereafter all reductions resulting from changes in health care coverage which result in a premium savings shall be passed along proportionately to the employee and dependent coverage premiums.

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

Section 4.1 – Alternate Insurance Study

The County and this bargaining unit agree to participate in an insurance study where either party may present alternative methods of providing insurance to the bargaining unit. This Committee may make advisory recommendations to the County Board and the Union for changes in health care plans.

Section 5 – Survivor's Insurance

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

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

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

Section 6 – Affordable Care Act (ACA) Compliance

Notwithstanding any language in Article 23 to the contrary, if the Employer loses their grandfather plan for any reason, then in that event, insurance coverage and benefits shall be prescribed under the Affordable Care Act as close to the benefits held under the grandfathered plan as possible without any additional premium contribution from the Employer under Section 1 or 6.

ARTICLE 24
INDEMNIFICATION

Section 1 - Employer Responsibility

The Employer shall adhere to the applicable provisions and conditions set forth in 65 ILCS 5/1-4-6. The maximum amount of liability shall be in the amount set forth in 65 ILCS 5/1-4-6, or the Tazewell County liability insurance limit One Million Dollars ($1,000,000.00) per incident, plus One Million Dollars ($1,000,000.00) umbrella, with a total of Two Million Dollars ($2,000,000.00) per each fiscal year.

Section 2 - Legal Representation

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

Section 3 – Cooperation

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

Section 4 – Applicability

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

ARTICLE 25
SAFETY ISSUES

Section 1 - Safety Committee

There shall be a Safety Committee comprised of not more than three (3) officers, one (1) on each shift; members of the Committee will be agreed to by the Union and the Sheriff. The Safety Committee and the Sheriff will meet to discuss safety issues at such times as is deemed necessary, provided that seventy-two (72) hours’ notice is given by the party asking for the meeting.

Section 2 - Safety Complaints

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

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

ARTICLE 26
BULLETIN BOARDS

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

ARTICLE 27
PHYSICAL FITNESS

Section 1 - Agreement in Principle

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

Section 2 – Test

The Sheriff adopts the Secretary of State Physical Fitness Program as it exists on December 1, 1989, and the same is hereby incorporated herein by reference. Those who successfully complete the test each year shall be eligible for the achievement bonus provided for in Section 3 herein. The test shall remain the same during the duration of this Agreement. Results of the skin fold test shall not be used to determine eligibility.

Section 3 - Achievement Bonus

All employees covered by this Agreement, upon successful completion of the Section 2 test shall receive a bonus of $400.00.

ARTICLE 28
WAGES

Section 1 - Base Pay Rates

~~All current full-time employees shall receive an annual wage increase as follows:~~

~~Effective December 1, 2021~~	~~5.0%~~	~~Starting~~	~~$51,959.97~~
~~Effective December 1, 2022~~	~~4.0%~~	~~Starting~~	~~$54,038.37~~
~~Effective December 1, 2023~~	~~3.0%~~	~~Starting~~	~~$55,659.52~~

~~Effective December 1, 2021 5.0% 1yr Deputy $67,391.32~~

~~Effective December 1, 2022 4.0% 1yr Deputy $70,086.97~~

~~Effective December 1, 2023 3.0% 1yr Deputy $72,189.58~~

~~For all lateral hires with five (5) or more years of experience as a police officer in Illinois, said lateral hires shall be paid a starting base rate halfway between the "Starting Rate" for newly hired deputies with no experience and the wage rate for "1st Year" deputies, as follows:~~

~~Effective December 1, 2021 5.0% Lateral Hire $59,675.65~~

~~Effective December 1, 2022 4.0% Lateral Hire $62,062.67~~

~~Effective December 1, 2023 3.0% Lateral Hire $63,924.55~~

All current full-time employees shall receive an annual wage increase as follows:

Effective December 1, 2024 5.0% Starting $58,442.50

Effective December 1, 2025 4.0% Starting $60,780.20

Effective December 1, 2026 3.0% Starting $62,603.61

Effective December 1, 2024 5.0% 1yr Deputy $75,799.06

Effective December 1, 2025 4.0% 1yr Deputy $78,831.02

Effective December 1, 2026 3.0% 1yr Deputy $81,195.95

For all lateral hires with five (5) or more years of experience as a police officer in Illinois, said lateral hires shall be paid a starting base rate halfway between the "Starting Rate" for newly hired deputies with no experience and the wage rate for "1st Year" deputies, as follows:

Effective December 1, 2024 5.0% Lateral Hire $67,120.78

Effective December 1, 2025 4.0% Lateral Hire $69,805.61

Effective December 1, 2026 3.0% Lateral Hire $71,899.78

(~~Sergeant's rank differential shall increase to 15% above Deputy effective December 1, 2012~~ **Sergeant's rank differential shall increase to 18% above Deputy effective December 1, 2024**)

The straight time hourly wage shall be determined by dividing the annual salary as determined hereinabove by two thousand eighty (2,080) hours. The biweekly straight time payments shall be determined by

multiplying the hourly rate times eighty (80) hours and the new rate shall be effective on the dates indicated herein above for the duration of this Agreement.

All employees on the payroll as of the date of ratification of this Agreement and those who retired in good standing on or after December 1, 2021, shall be eligible for and shall receive a retroactivity check for all hours paid since December 1, 2021.

Section 2 - Educational Additions

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

A. Associate Degree in Law Enforcement: Five hundred seventy two dollars ($572.00) per year

B. Bachelor's Degree in Law Enforcement: One thousand one hundred forty four dollars ($1,144.00) per year

C. Master's Degree in Law Enforcement: One thousand seven hundred sixteen dollars ($1,716.00) per year

Educational pay under this schedule for deputies shall be a part of the regular hourly adjusted base rate. Deputies who have an Associate Degree, Bachelor's Degree, or Master's Degree in the following areas qualify for the above mentioned additions: Criminal Justice related, Public Administration, English, Sociology, Counseling, Psychology, Organizational Leadership, Business Administration, Communications, Information Technology, or Labor Relations. all other degrees will receive one-half (½) compensations for the respective degrees as provided for in this Section. **For Deputies hired after the ratification of the 2024-2027 CBA if their degree is not listed above they will receive no compensation under this section.**

Any employee who takes nine (9) hours per year in classes related to the police protection profession will be paid $100.00 for every nine (9) hours that they pass on an annual basis related to a college degree and police protection.

Section 3 – Longevity

The base pay rate shall include any earned longevity to be determined as follows:

For each year of service, excluding fiscal year 1984, after the first (1st) year of service up to ten (10) years of service, a two percent (2%) longevity increase shall be added to the base pay rate.

On the tenth (10th) anniversary of each employee covered under this Agreement such employee shall receive a three- percent (3%) longevity increase that shall be added to the base pay rate.

On the fifteenth (15th) anniversary of each employee covered under this Agreement such employee shall receive a three- percent (3%) longevity increase that shall be added to the base pay rate.

On the seventeenth (17th) anniversary of each employee covered under this Agreement, such employee shall receive a two percent (2%) longevity increase that shall be added to the base pay rate.

~~Effective after December 1, 2002, o~~**O**n the twenty-first (21st) anniversary of each employee covered under this Agreement, such employee shall receive a ~~three~~ **two** percent (~~3~~**2**%) longevity increase that shall be added to the base pay rate.

Longevity time starts from the time that such employee was appointed to be a Deputy Sheriff.

On the 25th anniversary of each employee covered under this Agreement, such employee shall receive a two percent (2%) longevity bonus that shall be added to the base rate.

Section 4 - Shift Differential

Deputies assigned to second (2nd) shift shall receive an additional fifty-cents ($0.50) per hour to be added to their adjusted base pay, and Deputies assigned to third (3rd) shift shall receive an additional sixty-cents ($0.60) per hour to be added to their adjusted base pay. A swing shift shall be defined as "any combination of first (1st), second (2nd), and third (3rd) shifts", and a deputy assigned to work a swing shift shall receive the additional pay only for the hours worked on second (2nd) or third (3rd) shift. However, Deputies assigned to work the Courthouse are not eligible for , and shall not receive, any shift differential pay of any hours worked as part of the assignment to the Courthouse, even if some of those hours are worked during second or third shift.

Section 5 - Regular Hourly Adjusted Base Rate

The regular hourly-adjusted base rate is the base rate per hour to be added to their adjusted base pay. Swing shift shall be defined as "any combination of first (1st), second (2nd), and third (3rd) shifts". When a deputy is assigned to second (2nd), third (3rd) or swing shift, such deputy shall receive the additional pay only for the hours worked on second (2nd) or third (3rd) shift.

Section 6 - Regular Hourly Adjusted Base Rate

The regular hourly-adjusted base rate is the base rate plus longevity, educational pay, and shift differential.

Section 7 - Working Out of Classification

~~Any Deputy assigned by the Sheriff to be in charge of the shift during the Sergeant's absence shall be compensated at the Sergeant's wage during all hours so assigned, but only if the employee is ordered by the Sheriff or the Chief Deputy to take charge of the shift.~~ **Any Deputy assigned by the Sheriff to be in charge of the shift during the Sergeant's absence shall be compensated during all hours so assigned with an additional three dollars ($3.00) per hour added to their adjusted base pay.**

Section 8 – Detective, Canine, MEG Assignment and Field Training Officer

~~Any Deputy assigned to the Detective Division, as MEG Agent, as a Canine Officer, as a Crime Prevention Officer, as a member of CIERT/ILEAS (Central IL Response Team) or assigned to and actively working as an Accident Reconstruction Officer, shall receive $600.00 added to their annual base wage.~~ **Any Deputy assigned and actively working as an Evidence Technician, Canine Officer, Crime Prevention Officer, Accident Reconstruction Officer, or as a member of CIERT/ILEAS (Central IL Response Team) shall receive $1000.00 added to their annual base wage. Any Deputy assigned to and actively working in the Detective Division or as a MEG Agent shall receive $3000.00 added to their annual base wage.** A Deputy designated as a Field Training Officer shall receive a stipend

equivalent to one (1) hour of overtime pay for each shift that the Deputy spends any time actively performing duties as a Field Training Officer. This is a cash stipend per shift and shall therefore not be compounded by overtime and/or holiday overtime requirements.

ARTICLE 29
MISCELLANEOUS PROVISIONS

Section 1 - Work Rules and Personnel Policies

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

Section 2 - Uniform / Clothing Allowance

Employer shall pay Deputies a Uniform/Clothing Allowance in the amount of One Thousand and One Hundred Dollars ($1,100.00) per year. Additionally, Deputies first assigned to the Detective Division on or after December 1, 2015, shall also receive a clothing allowance at the time of assignment in the amount of Three Hundred Dollars ($300.00). Employer shall also provide Deputies with one (1) long sleeve uniform shirt, one (1) short sleeve uniform shirt, and one (1) pair of uniform pants annually as needed. Requests for payment of the uniform/clothing allowance, and for provision of any uniform shirt or uniform pants, must be approved by the Sheriff.

The Employer will replace each employee's ballistic vest every five (5) years or upon the manufacturer's expiration date, whichever is sooner. The ballistic vest shall be worn at all times by the employee purchasing the vest, unless otherwise authorized by the Sheriff.

Section 3 – Printing of Agreement

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

Section 4 - Authorized F.O.P. Representatives

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

Section 5 - Right to Examine Records

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

Section 6 - Replacement and Repair

The Employer agrees to repair or replace as necessary an officer's eye glasses, contact lenses, cell phone (up to $75), and personal effects if such are damaged or lost, if during the course of the employee's duties the employee is required to exert physical force or is attacked by another person. Incident to be documented with immediate supervisor.

Section 7 - Family Immunization

The Employer agrees to pay all expenses for inoculation or immunization shots, at a facility designated by the Sheriff, for the employee and for members of an employee's family when such becomes necessary as a result of said employee's exposure to contagious diseases where said officer has been exposed to said disease in the line of duty. Subject to supervisor approval, the employee shall be allowed release time to receive such inoculation or immunization shots.

Section 8 - Comp-Time Pool

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

Section 9 – Alcohol and Drug Testing

A. Statement of Policy: It is the policy of Tazewell County and the Illinois Fraternal Order of Police Labor Council that the public has the right to expect persons employed by the Tazewell County Sheriff's Department to be free from the effects of drugs and alcohol. The Employer has the right to expect its employees to report for work fit and able for duty. The purposes of this policy shall be achieved in such manner as not to violate any established rights of bargaining unit employees.

B. Prohibitions: Employees shall be prohibited from:

1) Consuming or possessing alcohol, unless in accordance with duty requirements, at any time during the work day or anywhere on any County premises, job sites, including all County buildings, properties, vehicles and the employee's personal vehicle while engaged in County business;

2) Illegally consuming, possessing, selling, purchasing or delivering any illegal drug;

3) Failing to report to their supervisor any known adverse side effects of medication or prescription drugs that they are taking.

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

C. Drug and Alcohol Testing: When the Sheriff has reasonable suspicion to believe that an employee is under the influence of alcohol or drugs during the course of the work day, the Sheriff shall have the right to require the employee to submit to alcohol or drug testing as set

forth in this Agreement. Employees who test positive for either prescribed drugs or alcohol by virtue of the employer having reasonable suspicion are subject to random testing for period not to exceed one (1) year from the date of the confirmed positive test result as a condition of continued employment.

D. Order to Submit to Testing: At the time an employee is ordered to submit to testing authorized by this Agreement, the Sheriff shall provide the employee with a written notice of the order, setting forth the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. The employee shall be permitted to consult with a Union representative or a private attorney at the time the order is given; provided, however, that in no circumstances may implementation of the order be delayed longer than forty five (45) minutes. No questioning of the employee shall be conducted without first affording the employee the right to Union representation and/or legal counsel. Refusal to submit to such testing may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he/she may have.

E. Tests to Be Conducted: In conducting the testing, authorized by this Agreement, the Tazewell County Sheriff's Department shall:

1) Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);

2) Ensure that the laboratory or facility selected conforms to all NIDA standards;

3) Establish a chain of custody procedure for both sample collection and testing that will ensure the integrity of the identity of each sample and test result. No employee covered by this Agreement shall be permitted at any time to become a part of this chain of custody;

4) Collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the employee;
5) Collect samples in such a manner as to insure a high degree of security for the sample and its freedom from adulteration;

6) Confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography/ mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;

7) Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's expense; Provided the employee makes such demand of the Sheriff or his designee within seventy-two (72) hours of receiving the results of the test;

8) Require that the laboratory or hospital facility report to the Sheriff that a blood or urine sample is positive only if both the initial screening and subsequent confirmatory test indicate the presence of a substance. Should any information concerning such testing or the results thereof be used herein (i.e. billings for testing that reveal the nature or number

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

9) Require that with regard to alcohol testing, for the purpose of determining whether or not the employee is under the influence of alcohol, test results that show an alcohol concentration of .02 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive. This shall not preclude the Employer from attempting to show that lesser test results, i.e., below .02, demonstrate that the employee was under the influence of alcohol, but the Employer shall bear the burden of proof in such cases. The Employer shall also be permitted to offer and the employee shall be required to submit to a breathalyzer test administered by non-bargaining unit personnel, provided that such breathalyzer test shall be conducted by qualified personnel in an area which affords privacy;

10) Provide each employee tested with a copy of all information and reports received by the Employer in connection with the testing and the results at no cost to the employee;

11) Ensure that no employee is the subject of any adverse employment action except temporary reassignment or relief from duty with pay during the pendency of any testing procedure. Any such temporary reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

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

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

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

1. The employee agreeing to the appropriate treatment as determined by the physician(s) involved;
2. The employee discontinues his abuse of the drug or abuse of alcohol;
3. The employee completes the course of treatment prescribed, included an "after-care" group for a period of up to twelve (12) months;

4. The employee agrees to submit to random testing during hours of work during the period of "after-care" for a period of not more than one (1) year.

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

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

H. Discipline: The Employer shall have the right to discipline employees or recommend discipline against employees, as may be appropriate, for any violations of this Policy. Such discipline, or recommendations for such, may include discharge subject to the provisions of paragraph G. Positive confirmed test results for any illegal drug shall result in discharge of an employee.

Section 10 – Jail Transports

Should the need arise for a jail transport to be performed which is reasonably expected to exceed 90 minutes of travel time in total, there shall be no fewer than two (2) persons assigned from either the Correction Officers bargaining unit and/or the Deputies bargaining unit to perform the jail transport. For purposes of clarification, any combination of Correction Officers and/or Deputies may be assigned to conduct the jail transport so long as two (2) persons in total are assigned to perform the jail transport, meaning that depending on the staffing needs of the Employer, either two Correction Officers, or two Deputies, or one Deputy and one Correction Officer may be assigned to perform the jail transport.

ARTICLE 30
ENTIRE AGREEMENT/SAVINGS CLAUSE

Section 1 - Entire Agreement/Waiver

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

A. Any subject matter or matter specifically referred to or covered in this Agreement; and

B. Subjects or matters that arose as a result of the parties proposals during bargaining but which were not agree to.

Section 2 - Savings Clause

If any Article of Section of this Agreement or any addenda thereto shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if any compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall immediately negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE 31
DURATION AND SIGNATURE

Section 1 - Term of Agreement

This Agreement shall be effective from December 1, 2024, and shall remain in full force and effect until November 30, 2027. It shall continue in effect from year to year thereafter unless notice of termination is given by electronic mail or in writing by certified mail by either party no earlier than one hundred twenty (120) days preceding expiration. The notices referred to shall be considered to have been given as of the date shown on the electronic mail message or postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

Section 2 - Continuing Effect

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

SIGNATURES

IN WITNESS WHEREOF, the parties have set their hands on this _____ day of October, 2025.

FOR THE EMPLOYER	**FOR THE UNION**
_____	_____
Tazewell County Board Chair	ILFOPLC Representative
_____	_____
Tazewell County Sheriff	Tazewell Deputies' Union
_____	_____
Tazewell County Clerk	Tazewell Deputies' Union

Appendix A (Dues Deduction Form)

Dues Authorization Form CONTRACT & N

Appendix B (Grievance Form)

Grievance Form (3 Steps) FILLABLE 7-11-2