

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
COUNTY OF STEPHENSON,
STEPHENSON COUNTY SHERIFF'S OFFICE,
AND
ILLINOIS FATERAL ORDER OF POLICE LABOR COUNCIL
(JANUARY 1, 2024 – DECEMBER 31, 2027)
[CORRECTIONAL OFFICERS UNIT]**

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ARTICLE 1 – AGREEMENT

This Agreement is made and entered into by and between the County of Stephenson, (hereinafter referred to as the “County”), the Stephenson County Sheriff’s Office (hereinafter referred to as the “Sheriff”) and the Illinois Fraternal Order of Police Labor Council (hereinafter referred to as the “FOP Labor Council”), on behalf of employees in the collective bargaining unit set forth in Article 2 hereof.

All references to the local Stephenson County Sheriff’s Office FOP Labor Council Unit are hereinafter referred to as the “Union”.

ARTICLE 2 – PURPOSE AND RECOGNITION

Section 2.1 – Purpose of Agreement

It is the intent and purpose of the parties hereto set forth the Agreement between them for the term hereof concerning rates of pay, wages, hours of employment, and other working conditions to be observed by them and the employees covered hereby. The parties intend thereby to achieve and maintain harmonious relations between the County, and the Sheriff and the FOP Labor Council; to provide for equitable and peaceful adjustment of differences which may arise; and to establish proper standards of wages, hours, and other conditions of employment.

Section 2.2 – Recognition

The County and the Sheriff hereby recognizes the FOP Labor Council as the sole and exclusive bargaining representative, for the purpose of collective bargaining and establishing and administering a written labor agreement covering wages, rates of pay, hours of labor and all other terms and conditions of employment for the following:

- Included: All full-time and regular part-time employees in the positions of Correctional Officer and Correctional Corporal.
- Excluded: All other employees; all supervisory, confidential and managerial employees as defined by the Act.

Section 2.3 – New Classifications

The Sheriff shall promptly notify the FOP Labor Council within ten (10) business days of its decision to implement any and all new classifications pertaining to work of a nature performed by employees within the bargaining unit. If the new classification is a successor title to a classification covered by this Agreement and the job duties are not significantly altered to changed, the new classification shall automatically become a part of this Agreement, and the parties shall jointly file the appropriate petition for accretion with the Illinois Labor Relations Board.

If the new classification contains a significant part of the work now being done by any of the classifications covered by this Agreement, or whose duties are similar to other bargaining unit employees, and the FOP Labor Council notifies the Sheriff of a desire to meet within ten (10) business days of its receipt of the Sheriff’s notice, the parties will then meet to review the proposed

classification. If it is determined that the position is to be in the bargaining unit, by stipulation of the parties or decision of the Board, the parties shall negotiate the proper rate of compensation. If unable to reach agreement as to compensation, the parties shall submit the question to Step 3 of the grievance procedure. However, the Sheriff is free to assign a temporary rate pending resolution of any negotiations or grievance procedures.

An arbitrator shall review the reasonableness of the proposed salary grade, and he shall consider:

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

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

ARTICLE 3 – MANAGEMENT RIGHTS

The County and the Sheriff has and will continue to retain the right to operate and manage the affairs of the Stephenson County Sheriff's Office in each and every respect. The rights reserved to the sole discretion of the County and the Sheriff shall include, but are not limited to, the following rights:

- (a) to plan, direct, control and determine the budget, organization, services, operations, and missions of the Sheriff's Office;
- (b) to determine and change the purpose, composition, and function of each of its constituent departments and subdivisions;
- (c) to set performance standards for the services to be offered to the public;
- (d) to direct and supervise the members of the Sheriff's Office;
- (e) to examine, test, establish employment qualifications, hire, classify, select, promote, restore to career service positions, train, transfer, assign and evaluate employees, and assign merit raises based upon performance;
- (f) to increase, reduce or change, modify, or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work or funds or other proper reasons;

- (g) to contract out for goods and services, when necessary, in the exercise of its power and duties, following notice to the Unit Steward, or their designee, and discussion of the decision to contract out;
- (h) to establish and assign work schedules, determine the starting and quitting times and the number of hours to be worked, and assign work and overtime to the employees;
- (i) to establish work and productivity standards and, from time to time, to change those standards;
- (j) to establish, modify, combine, or abolish job positions and classifications and to select personnel for such positions;
- (k) to add, delete or alter methods of operation, equipment, or facilities;
- (l) to determine the locations, methods, means, organization and personnel by which operations and services are to be conducted, including the right to determine whether or not goods or services are to be made, provided, or purchased;
- (m) to establish, implement and maintain an effective internal control program;
- (n) to suspend, demote, discharge or take other disciplinary action against employees for just cause (according to the provisions of this Agreement and established statutes, rules and regulations), and to terminate any employee during the original probationary period with or without just cause;
- (o) to make, delete, alter, and enforce policies, procedures, rules, orders and regulations; and
- (p) to take any and all actions as may be necessary to carry out the mission of the County and the Sheriff's Office in the event of civil emergency as determined by the Sheriff.

Inherent managerial functions, prerogatives, and policy-making rights, whether listed above or not, which the County and the Sheriff have not expressly restricted by a specific provision of this Agreement, shall remain vested exclusively with the County and the Sheriff. Unless expressly restricted by a specific provision of this Agreement, nothing in this Agreement shall negate the provisions of the Illinois Constitution as to the Office of Sheriff, or the provisions of the Division 3-6 of the Illinois County Code (55 ILCS 5/3-6001, et seq.).

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

ARTICLE 4 – HOURS OF WORK

Section 4.1 – Work Hours

The hours of work shall be assigned by management. The normal workday shall be based upon the following shifts:

- (a) The regular work period for the following employees covered by this subsection shall be a regular recurring period of twenty-eight (28) days. Up to twelve (12) consecutive hours of work within a 24-hour period constitutes the regular workday. The regular pay for employees working twelve (12) hour shifts shall be eighty-four (84) hours per pay period.

Corrections	6:00 a.m. – 6:00 p.m. 6:00 p.m. – 6:00 a.m. (two (2) 12-hour shifts)
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The work schedule for twelve (12) hour shift employees shall consist of being scheduled to work every other Friday, Saturday and Sunday and scheduled off every other Friday, Saturday, and Sunday.

- (b) The regular hours of work each shall be consecutive except that they may be interrupted by a one-half (1/2) hour paid lunch and two (2) twenty (20) minute rest periods during their shift.
- (c) The Sheriff maintains the right to rotate and reschedule the meal and rest periods due to operational requirements.
- (d) The employees' current shift assignment shall continue subject to the operating needs of the Sheriff's Office, as determined by the Sheriff. The Sheriff may, for efficiency of operations, change the established workdays and/or work period (increase or decrease the number of hours, roll call, or reporting procedures) and revise work assignments as necessary.

Section 4.2 – No Guarantee of Hours

This Article shall not be construed as any guarantee of hours of work in a given week.

Section 4.3 – Work Schedules

Schedules will be posted at the beginning of each calendar year and no less than ten (10) business days, unless operating needs justify shorter notice, prior to any change in the schedule during the year. The FOP Labor Council and the Unit Steward, or their designee, shall receive prior notice of any changes in the work schedule that may be initiated by the Sheriff and the reasons therefore, no less than ten (10) business days prior to the anticipated posting date. Upon request, the Sheriff will meet designated representatives of the FOP Labor Council and the Union and discuss the schedule changes.

Section 4.4 – Daylight Savings Time

- (a) Employees that work one (1) hour less than their regular twelve (12) hour shift due to the change from Standard Time to Daylight Savings Time may use one (1) hour of benefit time (excluding sick leave) to make up the difference or they shall be paid for eleven (11) hours of work.

- (b) Employees that work one (1) hour more than their regular twelve (12) hour shift due to the change from Daylight Savings Time to Standard Time shall receive one (1) extra hour of pay at their overtime hourly rate.

Section 4.5 – No Waiver

Nothing in this Article shall be construed as a waiver of the Union’s right to bargain under the Illinois Public Labor Relations Act (IPLRA).

ARTICLE 5 – SENIORITY AND PROBATION

Section 5.1 – Definition

- (a) For the purposes of this Agreement, there shall be two (2) types of seniority in the Sheriff’s Office.
 - (1) Sheriff’s Office Seniority – shall be the length of total continuous, uninterrupted service in the Sheriff’s Office calculated from the most recent date of hire in the Sheriff’s Office in any division. Benefits will be determined by Sheriff’s Office seniority.
 - (2) Division Seniority – shall be the length of service in a division within the Sheriff’s Office. Reductions and layoffs will be determined by division seniority.
- (b) Employees with the same seniority date shall be assigned to the seniority list in order of their ranking on the Sheriff’s eligibility list.
- (c) There are three (3) divisions within the Sheriff’s Office:
 - (1) Corrections; and
 - (2) Law Enforcement; and
 - (3) Civilian.
- (d) When two (2) or more employees transfer into a different division on the same date their Division Seniority for the new position shall be determined by their position on the Sheriff’s Office Seniority list.

Section 5.2 – Termination of Seniority

Seniority shall be terminated when an employee:

- (a) resigns or otherwise quits; or
- (b) is discharged for just cause (however, if such discharge is reversed through the grievance procedure, the issue of seniority is subject to the remedy attained therein); or
- (c) retires; or

- (d) does not return to work from layoff within five (5) business days after being notified to return, except when such failure to return to work is due to circumstances beyond the employee's control, which circumstances shall include required notice to an interim employer, and the Employer was notified prior to the tolling of the five (5) business days' period; or
- (e) has been absent from work three (3) consecutive days without notifying the Employer, except when the failure to notify is due to circumstances beyond the employee's control.

In cases of seniority loss, the Sheriff shall issue written notification to the employee at their last known residence of such loss, with a copy of such forwarded to the FOP Labor Council and the Unit Steward, or their designee.

Section 5.3 – Employee Seniority List

The Sheriff shall maintain and post semi-annually within each bargaining unit covered by this Agreement, a current seniority list setting forth the present division and department seniority dates for all employees. This list shall be used whenever called for by specific articles and sections of this Agreement. The Sheriff shall provide a copy of the seniority list to the FOP Labor Council and the Unit Steward, or their designee, within five (5) business days of when an employee is no longer employed or the hire of a new employee.

Section 5.4 – Probations Periods – Corrections Personnel

(a) New Corrections Personnel

- (i) All new employees of the Sheriff's Office covered by this Agreement shall serve a probationary period of twelve (12) months following appointment to the Sheriff's Office or until they receive a certification from the Illinois Law Enforcement Training and Standards Board (ILETSB) stating they have met the Minimum Standard Basic Correction Officer Training Requirements, whichever is longer.
- (ii) During the above probationary period, new employees shall have no seniority rights under this Agreement and may be terminated without recourse to the grievance procedure but shall be subject to all other provisions of this Agreement. Upon successful completion of the probationary period, the original starting date will be the Seniority Date for each employee.

(b) Promotions

- (i) Any employee promoted in rank pursuant to the rules of the Merit Commission promotion shall serve a twelve (12) month promotional probationary period for that promotion.

- (ii) Any decision to rescind a promotion during the probation period shall not be subject to the grievance procedure of this Agreement. Should any promotion be rescinded, the officer shall be returned to their former position.

Section 5.5 – Part-time Employees

Part-time employees who work less than thirty (30) hours per week shall accrue seniority only for the purpose of determining eligibility for benefits. Any regular part-time employee who is hired full-time shall, upon completion of the probation period, carry all accrued, prorated part-time seniority (Sheriff's Office and Division).

Section 5.6 – Transfers

Employees who transfer to a different division will be allowed to return to his former job if he does not successfully complete his promotional probationary period provided there is a vacancy. If no vacancy exists, the employee will be subject to Article 10.

ARTICLE 6 – NO STRIKE OR LOCKOUT

Section 6.1 – No Strike Commitment

Neither the Union or the FOP Labor Council (nor any of its employees), members of the Union, or employees covered by this Agreement, will call, institute, authorize, participate in, sanction, encourage, or ratify any strike, work stoppage, or picket which causes a work stoppage, mass absenteeism, or other concerted refusal to perform duties by any employee or employee group, or the concerted interference with, in whole or part, the full, faithful and proper performance of the duties of employment with the County or the Sheriff's Office. Neither the Union nor any employee, member of the Union, or employee covered by this Agreement shall refuse to cross any picket line, by whomever established.

Section 6.2 – No Lockout

No lockout of employees shall be instituted by the County or its representatives, or the Sheriff during the term of this Agreement.

Section 6.3 – Discipline of Strikers

The Sheriff may discharge or otherwise discipline any, some or all employees who violate the provisions of this Article and any, some or all employees who fail to carry out their responsibilities under this Article. Any disciplinary action taken by the Sheriff against any employee who participates in action prohibited by Section 1 above shall not be considered a violation of this Agreement and shall not be subject to the provisions of the grievance procedure. Any employee may, however, grieve the limited issue of whether or not said employee violated this Article.

Section 6.4 – Resumption of Operations

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

Section 6.5 – Union Obligation

The FOP Labor Council agrees that upon receipt of written notification from the Sheriff, delivered to the FOP Labor Council, that it shall notify in writing all bargaining unit members of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others, and to encourage employees violating this Article to return to work.

Each employee who holds an elected position of the Union or is designated as a representative by the Unit Steward occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article and shall act affirmatively to bring about compliance.

Section 6.6 – Legal Action

Nothing contained herein shall preclude either the County, the Sheriff or the FOP Labor Council from seeking and obtaining judicial restraint and damages in the event of a violation of this Article.

ARTICLE 7 – NON-DISCRIMINATION

Section 7.1 –Discrimination

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

Section 7.2 – Union Activity

The County, Sheriff, FOP Labor Council nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the FOP Labor Council, and there shall be no discrimination against any such employees because of FOP Labor Council membership or non-membership or the exercise of their lawful rights.

Section 7.3 – No Dual Remedies

Alleged violations of this Article which may be the subject of a charge before a State or Federal administrative agency shall not be subject to the grievance procedure but must instead be filed with the appropriate State or Federal agency. This Section does not preclude the FOP Labor Council from filing a grievance on behalf of a group of grievants based on alleged violations of this Article.

Section 7.4 – 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 all pronouns as well.

ARTICLE 8 – DUES DEDUCTION

Section 8.1 – Deductions

The County agrees to deduct from the pay of those employees who individually request any FOP Labor Council membership dues, assessments, or fees. Request for and deductions shall be made on a form agreed to by the parties.

Section 8.2 – Remittance

Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made and shall be remitted on a monthly basis to the FOP Labor Council in accordance with its current procedures, and at the address designated in writing by the FOP Labor Council. The FOP Labor Council shall advise the County of any increase in dues or other approved deductions in writing at least fifteen (15) business days prior to its effective date.

Section 8.3 – Indemnification

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

ARTICLE 9 – PRINTING AND SUPPLYING AGREEMENT

The FOP Labor Council agrees to email a copy of the successor agreement to the County, the Sheriff and to the Illinois Labor Relations Board within three (3) weeks of ratification.

Copies of the Collective Bargaining Agreement will be placed on the County Website.

ARTICLE 10 – REDUCTIONS, LAYOFFS AND RECALL

If it is determined by the County that layoffs are necessary, the parties agree that in all cases of personnel reductions and recall from layoffs, employees covered by this Agreement will be laid off in accordance with the following procedure:

Section 10.1 – Layoffs

If there is a reduction in the workforce in a division, it will be determined by Division Seniority. Employees reduced shall have the option of:

- (a) returning to a previously held job in their division based on their seniority in that division. Their wage and benefits will be determined by their Sheriff's Office seniority;

- (b) will be offered placement in a vacant position in the Sheriff's Office if they presently have the qualifications for the vacant position. Sheriff's Office seniority and Division seniority will be handled as stated above; or
- (c) be laid off.

Section 10.2 – Notice of Layoff

No less than thirty (30) calendar days advance notice of layoff shall be provided to the effected employee(s), the FOP Labor Council and the Unit Steward, or their designee, where practicable given the operating needs of the Sheriff's Office.

Section 10.3 – Reinstatement List

Any employee who has been laid off shall be placed on the appropriate reinstatement list and shall be recalled in the inverse order of their layoff, provided they are qualified to perform the work to which they are recalled without further training. An employee retains the right to recall from layoff and still remain on the reinstatement list for three (3) years from the date of layoff.

Section 10.4 – Notice of Recall and Return to Work

Employees who are eligible for recall shall be given seven (7) calendar days' notice of recall, which shall be sent to the employee by certified or registered mail, return receipt requested, with a copy to the FOP Labor Council and Unit Steward, or their designee, provided that the employee must notify the Sheriff or his designee of his intention to return to work within five (5) business days upon receiving notice of recall. The County shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Sheriff or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice by return mail or in person within five (5) business days, his name shall be removed from the recall list unless the employee being recalled is able to provide proof, they did not receive the recall notice due to being absent from the geographic area when the notice was delivered.

ARTICLE 11 – SUSPENSION, DISCIPLINE AND DISCHARGE

Section 11.1 – Just Cause

No employee shall be disciplined or discharged without just cause. Any such actions must comply with State law and this Agreement.

Section 11.2 – Progressive Discipline

The parties recognize the authority of the Sheriff to reprimand employees either by giving an oral reprimand (confirmed in writing, or a written reprimand, suspend without pay, demote, if applicable, discharge or take other corrective action against an employee for just cause. Discipline, when invoked, will normally be progressive in nature, such as: verbal reprimand, written reprimand, suspension(s) without pay, demotion, if applicable, and/or discharge. However, the

Sheriff shall retain the right to invoke a penalty which is appropriate to the seriousness of any individual incident or situation.

Section 11.3 – Investigatory Interview

When the Sheriff desires to conduct an investigatory interview of an employee and the results of the interview might result in discipline, the Sheriff shall follow the procedures set forth in Uniform Peace Officers Disciplinary Act (50 ILCS 725/1 et seq.) If, after being notified in writing of the investigatory interview, the employee does not attend and/or cooperate during the investigatory interview, the employee shall be terminated, unless the employee is unable to attend due to circumstances beyond their control.

The employee shall be entitled to representation by the FOP Labor Council and the Unit Steward, or their designee, if requested by the employee, provided that FOP Labor Council representative and the Unit Steward, or their designee shall be available within five (5) business days after notification. The role of the FOP Labor Council representative and the Unit Steward, or their designee, is limited to assisting the employee, clarifying the facts, and suggesting other employees who may have knowledge of the facts.

Section 11.4 –Notice of Discipline

In the event disciplinary action is taken against an employee, other than an oral reprimand, the Sheriff shall promptly furnish written notice to the employee which shall state the reasons for such discipline. A copy of such written notice shall be maintained in the employee's personnel file and a copy provided to the Unit Steward, or their designee, within five (5) business days (excluding Saturdays, Sundays, and Holidays) after written notice is filed.

Section 11.5 – Pre-Disciplinary Hearing

For discipline, other than oral and written reprimands, prior to notifying the employee of the contemplated discipline to be imposed, the Sheriff shall notify the employee and the FOP Labor Council of a meeting and then shall meet with the employee involved and inform the employee of the reason for such contemplated discipline, including any names of witnesses and copies of pertinent documents.

The employee shall be entitled to FOP Labor Council representation, if so, requested by the employee, provided that FOP Labor Council representative shall be available within three (3) business days after notification. The employee and FOP Labor Council representative shall be given the opportunity at the meeting to rebut or clarify the reasons for such discipline.

Section 11.6 – Imposing Disciplinary Action

The Sheriff agrees that disciplinary action unilaterally undertaken by the Sheriff pursuant to his lawful authority shall be imposed in a timely manner no later than ten (10) business days after the completion of the investigation conducted by the Sheriff, or his designee, of the alleged incident to have caused investigation, unless a reasonable basis exists for imposing discipline more than ten (10) business days after the completion of the investigation.

Employees may be placed on unpaid administrative leave pending the outcome of an investigation. The days an employee who has been placed on unpaid administrative leave pending the outcome of an investigation shall be credited towards the total of unpaid suspension days ordered by the Sheriff if they are suspended without pay as a result of the investigation.

Terminations are effective immediately but remain subject to the grievance procedure.

ARTICLE 12 – ABSENTEEISM

Section 12.1 – Call-in Obligation

Employees unable to work for any reason, except for emergencies, must call 815-235-8254 and state why they will not be able to report to work. This call must be made at the earliest possible time, but no less than two (2) hours before scheduled duty time. It is the responsibility of the employee calling in to leave the appropriate message. Failure to provide notice on each such day may be considered a leave of absence without pay for that full day. This requirement does not apply to vacation, the use of compensatory time, holidays, and regular days off. This provision shall not be interpreted as condoning repeated absences from work on the part of any employee.

Section 12.2 – Excessive Absenteeism

The Sheriff intends to enforce its policy against excessive absenteeism. Excessive absenteeism or the wrongful use of sick leave shall result in the imposition of progressive discipline, up to and including discharge. The Union and the Sheriff agree to discuss the Sheriff's policy on excessive absenteeism should the Sheriff determine a need to address the subject.

ARTICLE 13 – GRIEVANCE PROCEDURE

Section 13.1 – Purpose

The purpose of the Grievance Procedure shall be to settle contractual grievances between the County, the Sheriff, the FOP Labor Council, employees and the Union as quickly as possible, in order to ensure efficiency and promote employee morale.

This Article supersedes and replaces in full all grievance provisions contained in the Stephenson County Employee Handbook.

Section 13.2 – Definition of Grievance

A grievance is hereby defined as any dispute or difference between the County, the Sheriff, the PBLC, the Union or an employee with respect to the meaning, interpretation, or application of any of the provisions of this Agreement.

Section 13.3 – Filing of Grievances

- (a) Grievances may be processed by the allegedly aggrieved employee, the FOP Labor Council, the Unit Steward, or their designee.
- (b) The FOP Labor Council and the Unit Steward, or their designee, may file a grievance on behalf of any employee or on behalf of a group of employees when

the subject matter of the grievance directly affects a portion of, or the entire bargaining unit.

Section 13.4 – Dispute Resolution

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

The employee, within ten (10) business days of the incident giving rise to the dispute, shall orally raise the dispute with the Immediate Supervisor. Failure to raise a dispute within ten (10) business days of the incident shall render the issue moot and bar the filing of a grievance. The Immediate Supervisor shall have ten (10) business days in which to respond.

Section 13.5 – Settlement Procedure

Grievances arising after the effective date of the signing of this Agreement shall be raised, discussed, and taken up in accordance with the following procedure:

(a) Step 1 – Chief Deputy

If the dispute is not resolved with the Immediate Supervisor or an answer is not given within the time specified, a grievance shall be reduced to writing on a standard grievance form, or in writing on a form provided by the FOP Labor Council or Union, stating the complete facts of the complaint, the section(s) of the Agreement allegedly violated, and the relief requested. The grievance shall be dated and signed by the employee, the Unit Steward, or their designee. Such written grievance shall be presented personally, emailed or mailed to the Chief Deputy within ten (10) business days after the response of the Immediate Supervisor under Section 3. Delivery shall be deemed to have occurred if the grievance is delivered to the Chief Deputy or the Sheriff's Administrative Assistant. The grievance shall specifically state the basis upon which the grievant believes the Collective Bargaining Agreement was violated. The Chief Deputy shall have ten (10) business days in which to respond to the grievance specifically stating the basis for the answer.

(b) Step 2 – Sheriff

If the grievance is not resolved in Step 1 or an answer is not given within the time specified, the grievance may be appealed to Step 2 of the grievance procedure. The grievance shall be in writing and signed by the grievant and shall be presented personally, emailed, or mailed to the Sheriff within five (5) business days of the Chief Deputy's Step 1 response or the day such response was due, whichever occurs first. Delivery shall be deemed to have occurred if the grievance is delivered to the Sheriff or the Sheriff's Administrative Assistant. The grievance may specifically state the basis upon which the grievant believes that the grievance was improperly denied in Step 1 in the grievance process. The Sheriff shall have five (5) business days in which to respond to the grievance specifically stating the basis for the answer.

Except that a meeting may be held to review the grievance at this step and shall be at a time when the Union is available to attend. The Sheriff shall have the same five (5) business days period from the date of the meeting in which to respond to the grievance, in the event a meeting is held. In the event the Sheriff does not answer within five (5) business days, the grievance shall be deemed denied.

In any case, the Union or the Employer may appeal a grievance to arbitration within ten (10) business days following denial of a grievance at Step 2. Such appeal shall be in the form of a written notice of intent to arbitrate.

(c) Step 3 – Arbitration

If, in accordance with the above procedure, the grievance(s) is properly appealed by the FOP Labor Council or the Sheriff to arbitration, representatives of the Sheriff and the FOP Labor Council shall meet to select an arbitrator. If the parties are unable to agree on an arbitrator within fifteen (15) business days after the appeal to arbitration is filed, the parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) Wisconsin and Illinois-based arbitrators; provided, however, that before striking any names, either party may reject in total for any reason one panel of arbitrators. The parties shall alternately strike the names of arbitrators, taking turns as to the first strike. The person whose name remains shall be the arbitrator. The arbitrator shall be notified of his selection by a joint letter from the Sheriff and FOP Labor Council, requesting that he set a time and place for the hearing (which shall be held in Freeport, Illinois), subject to the availability of the Sheriff and the FOP Labor Council Representatives and shall be notified of the issue where mutually agreed by the parties.

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

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

The decision of the Arbitrator shall be rendered within sixty (60) calendar days after the conclusion of the Arbitration Hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The award shall be in writing and signed by the Arbitrator. The Arbitrator shall deliver a copy to each party personally, by registered mail, or email, unless the parties mutually agree otherwise. The award shall be binding in nature, subject to appeal to the courts by either party. Such decision shall be within the scope and terms of this Agreement but shall not change any of its terms or

conditions. The arbitrator shall have no authority to ignore, add, or modify the terms hereof or impose on any party hereto limitations or obligations not specifically provided for in this Agreement. This Agreement, including the respective exhibits and letters of understanding, sets out the entire understanding between the Sheriff and FOP Labor Council.

The expenses and fees of the arbitrator shall be shared equally by the parties. The Sheriff shall provide a location for the hearing at no cost to the Union. Each party shall be responsible for compensating its own representatives and witnesses.

Nothing in this Article shall preclude the parties from agreeing to the appointment of a permanent arbitrator(s) during the terms of the Agreement.

Unless the parties mutually agree otherwise, a verbatim record of the proceedings shall be arranged and a copy available without charge to the arbitrator. The expense shall be shared equally by the parties.

Section 13.6 – Union Representation

In discussions or meetings with the Sheriff in the grievance procedure, the employee shall be entitled to be present and may be accompanied by Unit Steward, or their designee, and a representative of the FOP Labor Council. The employee and a Union representative, if an employee, shall be granted paid release time for any meetings with the Sheriff, or the Chief Deputy that are held at a time they are scheduled to work.

Section 13.7 – Time Limits

- (a) Grievances may be withdrawn at any step of the Grievance Procedure without prejudice. Grievances not appealed within the designated time limits will be treated as a withdrawn grievance. If the Sheriff or the Chief Deputy do not answer a grievance within the specified time limit, it shall be considered automatically appealed and moved to the next step of the grievance procedure, except appeals to arbitration under Step 3.
- (b) The time limits at any step or for any hearing may be extended in writing by mutual agreement of the parties involved in that particular step.

Section 13.8 – Stewards

The Sheriff recognizes the right of the FOP Labor Council and the Union to designate individuals to represent employees during the grievance process. Such individuals, and a representative of the FOP Labor Council (or a FOP Labor Council attorney), shall be permitted to participate in all grievance hearings/meetings prior to arbitration.

The investigation of grievances by the FOP Labor Council, the Union and employee(s), apart from meetings with the Sheriff or Chief Deputy, shall be held during the employee(s) and Union representatives' non-work hours except that one (1) hour per week per unit will be provided (without accumulation, and which hours shall be kept in an informal log by the Union) to

investigate grievances. Employees shall receive straight time pay for time spent in grievance and arbitration hearings and meetings with the Sheriff or the Chief Deputy that are scheduled during their normal working hours.

Subject to the need for orderly scheduling and the operating needs of the Sheriff's Office as determined by the Sheriff, elected officials of the Union may receive reasonable time off with loss of pay to attend meetings of the Union, such as conferences and seminars, provided that at least two (2) weeks' advance notice of such meetings shall be given to the Sheriff. If the employee is scheduled to work on any of the days attending such conferences or seminars, they may utilize accrued leave benefits for pay.

Section 13.9 – Advance Filing

A matter may be raised at any level of the Grievance Procedure upon mutual consent of the parties.

Section 13.10 – Disciplinary Grievances

- (a) All grievances involving discipline shall be filed in writing within ten (10) business days of the incident giving rise to the grievance.
- (b) Any discipline issued by anyone other than the Sheriff, shall be appealable directly to Step 1 under Section 13.5(a) of this Agreement.
- (c) Any discipline issued by the Sheriff, shall be appealable directly to Step 2 under Section 13.5(b) of this Agreement.
- (d) In the case of a disciplinary grievance appealed and submitted by the FOP Labor Council to arbitration, pursuant to Section 13.5 of the Agreement, the burden of proof shall be with the Sheriff to show just-cause supporting the imposition of discipline.

Section 13.11 – Final and Binding Decision

The Arbitrator's decision shall be final and binding pursuant to Section 8 of the Illinois Public Labor Relations Act (5 ILCS 315/8) provided; however, that nothing in this Article precludes either party from appealing an adverse arbitration decision to the courts under the Uniform Arbitration Act Venue for any such appeal shall be Stephenson County.

ARTICLE 14 – SALARIES

Section 14.1 – Base Wages

- (a) *Wage Schedule*

The wage schedule is set out in and attached as Appendix A to this Agreement is subject to all the provisions of this Agreement.

(b) Pay Period

Base pay for positions in the Sheriff's Office shall be paid bi-weekly except where otherwise specified.

(c) Retroactivity

Wage increases are retroactive on all hours paid for all employees on the payroll at the time this Agreement is executed and all employees that retired in good standing from the Stephenson County Sheriff's Office on or after the effective date of this Agreement.

Section 14.2 – Shift Differential

For the duration of this Agreement the County shall pay an hourly shift differential of one dollar (\$1.00) per hour to each officer or employee working between 6:00 p.m. and 6:00 a.m.

Section 14.3 – Corrections Training Officer

- (a) The Sheriff, or the Sheriff's designee, shall designate an employee or employees as Corrections Training Officer(s).
- (b) When the Corporal is absent, the Corrections Training Officer (CTO) shall assume the duties of the rank of Corporal. In the absence of both the Corporal and the CTO, the Senior Officer on duty shall assume the duties of the rank of Corporal. The CTO or the Senior Officer, as the case may be, shall be paid at the next highest Corporal hourly rate of pay for all hours of service in that temporary assignment.
- (c) A CTO shall receive a five percent (5.00%) increase in their regular hourly rate of pay when they are actually engaged in training work.

Section 14.4 – Specialty Pay

- (a) Employees shall receive an additional bonus per fiscal year for the following assignments:

Specialty	Annual Stipend
Firearms Instructor	Three hundred fifty dollars (\$350.00)
Use of Force Instructor	Three hundred fifty dollars (\$350.00)

- (b) To be eligible for the bonus pay, employees must attend at least eighty percent (80.00%) of the scheduled trainings and events. Excused absences from trainings and events include family emergencies and working a scheduled shift.
- (c) The stipend shall be paid in a lump sum on the last full pay period in December.

Section 14.5 – Differential Pay

Corporals shall receive the following differential pay:

Effective Date	Differential Pay
January 1, 2024	Eleven percent (11.00%) added to their hourly rate
January 1, 2025	Twelve percent (12.00%) added to their hourly rate
January 1, 2026	Thirteen percent (13.00%) added to their hourly rate
January 1, 2027	Fifteen percent (15.00%) added to their hourly rate

Section 14.6 – Corrections Lateral Transfer Program

(a) Requirements

- (i) Lateral transfers must possess a current full-time certification from the Illinois Law Enforcement Training and Standards Board (ILETSB) stating they have met the Minimum Standard Basic Correction Officer Training Requirements. Full-time certification from any other state than Illinois will only be accepted provided the certification from another state will be accepted and recognized by ILETSB. Part-time certifications from ILETSB do not meet the requirements of this Section.
- (ii) Lateral transfers must have a minimum of one (1) years-experience as a full-time, certified law enforcement officer with a county or municipal employer within the previous three (3) years immediately prior to their hire date.

(b) Wages

- (i) Upon hire, lateral transfers who meet the requirements of Section 14.6(a) of this Agreement, shall have their full years of prior service, not to exceed ten (10) years counted toward their “Years of Service” as listed in Appendix A of this Agreement for the purpose of wages only.
- (ii) For example, a lateral transfer is hired by the Sheriff’s Office with four (4) years of completed prior service. They be placed at the “After three (3)” years of service accrual rate as defined in Appendix of this Agreement until they have one (1) year of completed service with the Sheriff’s Office and shall begin advancing through the steps at the “After five (5)” years of service accrual rate as defined in Appendix A of this Agreement.
- (ii) Lateral transfers shall receive wage increases on in accordance with Article 14 and Appendix A.

(c) Vacation

- (i) Upon hire, lateral transfers shall accumulate vacation leave benefits starting at the “After one (1)” year of service accrual rate as defined in Section 19.1 of this Agreement but shall remain “red-lined” until their years of service with the Sheriff’s Office qualify them for the next step.

- (ii) For example, a lateral transfer is hired by the Sheriff's Office with three (3) years of completed prior service. They remain at the "After one (1)" years of service accrual rate as defined in Section 19.1 of this Agreement until they have five (5) years of completed service with the Sheriff's Office and shall begin advancing through the steps at the "After five (5)" years of service accrual rate as defined in Section 19.1 of this Agreement.

(d) *Seniority*

- (i) Lateral transfers prior completed years of service shall not be considered for seniority or other benefit provisions or privileges in this Agreement.
- (ii) Lateral transfers shall be considered probationary employees as defined in Section 5.4(a)(i) of this Agreement.

ARTICLE 15 – SHIFT CHANGE AND EXCHANGE

Section 15.1 – Shift Change

If a permanent or temporary shift change of employees is deemed necessary by the Sheriff volunteers will be requested based on seniority. A temporary shift shall not last more than three (3) months unless operating needs support a longer duration of assignment. If no volunteers are obtained, the least senior employee(s) may be assigned. If the operating needs of the Sheriff's Office dictate otherwise, the Sheriff may require the least senior, qualified employees to accept the shift change assignment. Employees subject to a shift change will receive notice of the expected duration of the assignment at the time volunteers are requested. The affected employee, the FOP Labor Council, and Unit Steward, or their designee, shall be provided written notice no less than ten (10) business days prior to implementation of the permanent or temporary shift change unless there is an urgent need to make the change sooner.

Section 15.2 – Shift Trade Days

Under section 7(p)(3) of the Fair Labor Standards Act, two (2) individuals employed in the same occupation by the same public agency may agree "solely at their option" and with the approval of the public agency, to substitute for one (1) another during regularly scheduled hours of work. The work performed by the substituting employee may be excluded by the Employer in the calculation of hours worked for that employee. As Section 553.31 of the Department of Labor's regulations provides, where one (1) employee substitutes for another, each employee will be credited as if they had worked their normal work schedule for that shift.

Employees wishing to trade days shall fill out the appropriate form as provided by the Sheriff. If an employee agrees to trade days, they are responsible for reporting to work on the date(s) they agree to work. Unless otherwise approved by the Sheriff, or the Sheriff's designee, trade days must be worked in the same pay period.

Section 15.3 – Duration of Temporary Assignments

A temporary assignment shall be a maximum of three (3) months unless operating needs support a longer duration of assignment. The affected employee, the FOP Labor Council, and Unit Steward, or their designee, shall be provided written notice, no less than ten (10) business days prior to an extension of the temporary assignment, of the need to extend a temporary assignment. The written notice shall provide the reason for extending the temporary assignment.

ARTICLE 16 – CALL-BACK AND OVERTIME

Section 16.1 – Call-Back

(a) Definition

For the purpose of this Article, “call back” shall be defined as overtime occasioned by an employee of the Sheriff’s Office being ordered to return to duty after being in the status of off duty.

(b) Minimum

Employees covered by this Agreement called back to duty after having been relieved of duty and reporting to the employer’s premises, or their normally assigned workstation, at a specified time, shall be paid a minimum of two (2) hours overtime. Compensation begins when the Employee reports for duty.

(c) Rate of Pay

Overtime shall be paid at one and one-half (1 ½) times their straight-time hourly rate of pay, unless a different rate of pay is specifically provided for in this Article.

Section 16.2 – Overtime

(a) Generally

Employees may be ordered or may volunteer to work overtime as the need arises, according to this Article and to the practices of the Sheriff’s Office.

(b) Overtime Notification

In order to better notify employees of overtime opportunities and overtime mandates, the Sheriff’s Office and the Union agree to create an electronic overtime system to be. The Sheriff’s Office and the Union agree to meet regularly to address issues relating to the electronic overtime system.

(c) Requirements

- (i)* Each employee shall supply the Sheriff’s Office with a telephone number where they can be contacted to be offered voluntary overtime and/or ordered to report for mandatory overtime.

- (ii) When receiving a telephone call from the Sheriff's Office or a supervisor, to report for mandatory overtime an employee shall answer their telephone or return the call with fifteen (15) minutes.
- (iii) Any employee that is mandated to work overtime pursuant to the terms of this Article not answering their telephone; not returning the call within the prescribed period; or not reporting for mandated overtime pursuant to the terms of this Article, may be subject discipline, up to and including termination, pursuant to Article 11.

(d) Overtime Rate

Any employee working in excess of his regular shift, either eight (8) or twelve (12) consecutive hours, as the case may be, shall receive overtime pay at a rate of one and one-half (1 ½) times their straight time hourly rate of pay unless a different rate of pay is specifically provided for in this Article.

Any employees required or requested to work beyond the regular quitting time on a daily shift, or on his/her day off, shall receive comp time on an hour for one and one-half (1 ½) hour basis for all time worked beyond the regular quitting time. In lieu of comp time the officer may, for purposes of this paragraph, elect cash payment at the rate of time and one-half his straight time hourly rate of pay.

All overtime calculations shall be rounded ahead to the nearest quarter hour.

(e) Compensatory Time

- (i) Employees covered by this Agreement may accrue a maximum of eighty-four (84) hours of compensatory time in a replenishable bank.
- (ii) Employees shall use comp time in increments of twelve (12) hours or less, subject to operating needs and prior approval of the Sheriff, the Sheriff's designee.
- (iii) Employees may carry over a maximum of forty-eight (48) hours of compensatory time from one (1) fiscal year to the next. Unused compensatory time over forty-eight (48) hours shall not be carried over to the next fiscal year and will be paid out in the last full pay period of the fiscal year.
- (iv) Once approved by the Sheriff, or the Sheriff's designee, compensatory time off shall not be cancelled or modified by either the employee, except when due to circumstances beyond their control, or the Employer, except in the case of a bona-fide emergency beyond the control of the Sheriff's Office.

(f) Hours Not Guaranteed

There is no guarantee of hours of work or overtime opportunities for any full or part-time employees.

Section 16.3 – Overtime Procedures

The overtime procedures shall be as follows:

(a) Overtime with five (5) days' or more notice

- (i) The requirements of this subsection apply only to overtime opportunities where there are at least five (5) calendar days' advance notice.
- (ii) Prior to mandating a full-time Correctional Officer to work overtime, the Sheriff, or his designee, will first seek volunteers.
- (iii) The Jail Administrator, or his designee, shall place the overtime into the overtime book as soon as it is feasible.
- (iv) Full-Time Correctional Officers may sign up for either the first half of the shift, the second half of the shift, or the full shift.
- (v) The most senior qualified full-time Correctional Officer volunteering for the full shift will be awarded the full shift. If no full-time Correctional Officer volunteers for the full shift, the most senior full-time Correctional Officer volunteering for each half of the shift shall be awarded that half of the shift.
- (vi) If there is still overtime available and it has not been filled by a volunteer, the remaining overtime will be offered to qualified Deputy Sheriffs. If no qualified Deputy Sheriff volunteers, a qualified part-time employee may be used to fill the opportunity. If, no part-time employee can fill the opportunity, a full-time Correctional Officer will be mandated to fill the overtime pursuant to subsection (b).

(b) Overtime with less than five (5) days' notice

- (i) The requirements of this subsection apply only to overtime opportunities where:
 - (A) an employee must be mandated to work overtime that was offered per Section 16.3(a); or
 - (B) there are at less than less than five (5) calendar days' but more than two (2) hours' advance notice and the reason for the overtime is not due to an employee calling in sick per Section 12.1 of this Agreement.

- (ii) Prior to mandating a full-time Correctional Officer to work overtime, the Sheriff, or his designee, will first seek volunteers.
 - (iii) If no employee volunteers, the supervisor will mandate the employee that has the least amount of mandated overtime (the administration will keep a mandated overtime list which shall be accessible to all Corrections employees.) for the year that is not scheduled to work that shift and is not on the Sick Leave Call-In List in Section 16.3(c).
- (c) *Sick Leave Call-In List*
- (i) The requirements of this subsection shall apply only to overtime opportunities where:
 - (A) an employee(s) assigned to a shift calls in sick per Section 12.1 of this Agreement; and
 - (B) because of the call-in(s) the shift will be below the minimum staffing level, as set by the Sheriff or his designee.
 - (ii) In December of each year, the Jail Administrator shall create a list assigning all full-time Correctional Officers and Corrections Corporals to work an “assigned overtime shift” on a rotating basis for days which they are not regularly scheduled to work. The list shall be by shift assignment, work group, and by shift seniority. Employees shall be permitted to have another eligible employee take their assigned overtime shift upon mutual agreement with the other employee and upon written notice to their supervisor. The employee that voluntarily accepts the assigned overtime shift of another employee shall be held responsible for not reporting to duty if not canceled.
 - (iii) The employee on the list in subsection (c)(ii) above shall only be called in and mandated to work if an employee(s) calls in sick per Section 12.1 and, as a result of the sick leave call in(s), the shift will be below the minimum staffing level set by the Sheriff or his designee. The supervisor on-duty shall call the employee as soon as possible and tell the employee they are needed for the assigned overtime shift.
 - (iv) In the event the employee is not needed for their assigned overtime shift they are not required to be available for the remainder of that shift and may not be mandated to work overtime for that shift unless all other qualified employees are unavailable or it becomes necessary due to a civil emergency or natural disaster.
 - (v) If an employee must work an assigned overtime shift under this sub-section, they shall be compensated at the rate of two (2) times their straight time

hourly rate of pay for working the assigned overtime shift except as provided in sub-paragraph (vi) below.

- (vi) If an assigned overtime shift begins on Memorial Day, Independence Day, Thanksgiving; or begins at 6:00 p.m. on Christmas Eve, 6:00 a.m. on Christmas, 6:00 p.m. on New Year's Eve, or 6:00 a.m. on New Year's Day and the employee must work their assigned overtime shift, they shall be compensated at the rate of two and one-half (2 1/2) times their straight time hourly rate of pay for working the assigned overtime shift.
- (vii) The Sick Leave Call-In List shall only be used for the first shift of sick leave. If the employee that called in sick is going to be off on sick leave for multiple shifts, the procedures in Section 16.3(b) shall be used.
- (viii) Compensation under this sub-section may be paid in either all cash payment or split between the straight time portion of the pay being taken in compensatory time and the time and one-half being taken in cash payment. For example:

If an employee works twelve (12) hours of overtime under subsection (c)(v), they may either take all twenty-four (24) hours of compensation in cash payment or twelve (12) hours in compensatory time and twelve (12) hours in cash payment. If the employee works six (6) hours of overtime that day, they may either take the twelve (12) hours of compensation in cash payment or six (6) hours in compensatory time and six (6) hours in cash payment.

If an employee works twelve (12) hours of overtime under subsection (c)(vi) on Memorial Day, they may either take all thirty (30) hours of compensation in cash payment or twelve (12) hours in compensatory time and eighteen (18) hours in cash payment. If the employee works six (6) hours of overtime that day, they may either take the fifteen (15) hours of compensation in cash payment or six (6) hours in compensatory time and nine (9) hours in cash payment.

(d) Overtime with less than two (2) hours' notice prior to the start of a shift

- (i) The requirements of this subsection apply only to overtime opportunities where there is less than two (2) hours' advance notice of the shift.
- (ii) If overtime is required less than two (2) hours prior to the start of the shift, the supervisor will mandate the employee that has the least amount of mandated overtime (the administration will maintain a mandated overtime list which shall be accessible to all Corrections employees) for the year that is currently working to be held over for up to one-half (1/2) of the shift.

- (iii) Before mandating the employee that has the least amount of mandated overtime, the supervisor shall first seek volunteers from employees currently working to be held over for up to one-half (1/2) of the shift. Volunteering to be held over under this subsection shall count as mandated overtime and be kept in the mandated overtime log.
 - (iv) No employee can be forced to stay over should they have pre-authorized vacation, scheduled compensatory time, personal leave, or any other pre-approved leave and being forced to stay over would interfere with those plans.
 - (v) To fill the remainder of the shift, a Corrections Corporal will call available employees scheduled to work the next shift to obtain volunteers to work the remainder of the shift. If no employee volunteers, then the Corporal shall mandate the least senior employee on the next shift to fill the overtime for the remainder of the shift.
- (e) *Overtime occurring during the shift*
- (i) The requirements of this subsection apply only to overtime opportunities that arise during the course of a shift.
 - (ii) Prior to mandating a full-time Correctional Officer to work overtime, the supervisor shall first seek volunteers from employees not currently working to work the overtime for that shift. Volunteering to be to work under this subsection shall count as mandated overtime and be kept in the mandated overtime log.
 - (iii) If no employee volunteers, the supervisor will mandate the employee that has the least amount of mandated overtime (the administration will keep a mandated overtime log) for the year that is not already working that shift and is not on the Sick Leave Call-In List in Section 16.3(c).
 - (iv) No employee can be forced to report for mandatory overtime under this section if they have pre-authorized vacation, scheduled compensatory time, personal leave, or any other pre-approved leave and being forced to report would interfere with those plans.
 - (v) Employees that were called off per Section 16.3(c)(iv) cannot be forced to report for mandatory overtime under this Section 16.3(d) unless all other qualified employees are unavailable or it becomes necessary due to a civil emergency or natural disaster.
 - (vi) An employee working overtime under this subsection shall be paid at the rate of two (2) times their straight time hourly rate of pay for working the assigned shift except as provided in sub-paragraph (vii) below.

(vii) An employee working overtime under this subsection on Memorial Day, Independence Day, Thanksgiving; or begins at 6:00 p.m. on Christmas Eve, 6:00 a.m. on Christmas, 6:00 p.m. on New Year's Eve, or 6:00 a.m. on New Year's Day shall be compensated at the rate of two and one-half (2 1/2) times their straight time hourly rate of pay for all hours worked on that overtime shift.

(viii) Compensation under this sub-section may be paid in either all cash payment or split between the straight time portion of the pay being taken in compensatory time and the time and one-half being taken in cash payment. For example:

If an employee works twelve (12) hours of overtime under subsection (e)(vi), they may either take all twenty-four (24) hours of compensation in cash payment or twelve (12) hours in compensatory time and twelve (12) hours in cash payment. If the employee works six (6) hours of overtime that day, they may either take the twelve (12) hours of compensation in cash payment or six (6) hours in compensatory time and six (6) hours in cash payment.

If an employee works twelve (12) hours of overtime under subsection (e)(vii) on Memorial Day, they may either take all thirty (30) hours of compensation in cash payment or twelve (12) hours in compensatory time and eighteen (18) hours in cash payment. If the employee works six (6) hours of overtime that day, they may either take the fifteen (15) hours of compensation in cash payment or six (6) hours in compensatory time and nine (9) hours in cash payment.

ARTICLE 17 – UNIFORM ALLOWANCE

The Sheriff shall provide the items listed in Appendix B to bargaining unit employees. The items listed in Appendix B shall be replaced on an as needed basis as determined by the Sheriff.

Employees will be provided a uniform when one is required in a reasonably timely fashion.

ARTICLE 18 – COMPENSATION UPON TERMINATION OF EMPLOYMENT

Section 18.1 – Payment for Accrued Time upon Termination of Employment

Any employee who resigns, retires, is dismissed, or laid off becomes eligible and shall be compensated accordingly for all his accumulated compensatory time, holiday time, and vacation time, including pro-rata pay due for the current year.

Section 18.2 – Compensation for Sick Leave upon Retirement

The Employer shall pay out all accumulated sick leave to any employee retiring following twenty (20) years' service with the Sheriff's Office; to any employee who retires due to a work-

related injury, or due to a work-related illness for which a final determination of compensability is made pursuant to the Illinois Occupational Diseases Act. Payment under this Article shall occur in the first pay period following the sixty-first (61st) day following the separation of an employee.

ARTICLE 19 – VACATION AND PERSONAL LEAVE

Section 19.1 – Vacation Leave

Permanent full-time and permanent part-time employees accrue vacation time according to their years of continuous service. On the day of their anniversary of employment, they are eligible for vacation on the following schedule:

Permanent full-time and permanent part-time employees accrue vacation time according to their years of continuous service. On the day of their anniversary of employment, they are eligible for vacation on the following schedule:

(a) *Employees on twelve (12) or ten and one-half (10.5) hour shifts*

Years of Service	Accrued Hours
Start	Eight and four-tenths (8.4) hours for each full month of service up to a maximum of eighty-four (84) hours
After one (1)	Eighty-four (84) hours
After five (5)	One hundred twenty-six (126) hours
After ten (10)	One hundred sixty-eight (168) hours

(b) *Employees on eight (8) hour shifts*

Years of Service	Accrued Hours
Start	Eight (8) hours for each full month of service up to a maximum of eighty-four (80) hours
After one (1)	Eighty (80) hours
After five (5)	One hundred twenty (120) hours
After ten (10)	One hundred sixty (160) hours

(c) *Part-time Employees*

Permanent part-time will be given vacation leave at the same rate as they are required to work. (EXAMPLE: If you work a thirty-two (32) hour week, you will receive a thirty-two (32) hour vacation week).

(d) *Use*

They may be split into separate increments of not less than one-half (1/2) day.

(e) Use for Family Medical Leave

In accordance with the Family Medical Leave Act and Section 22.1 of this Agreement, Vacation leave may be used for any certified FMLA purpose.

(f) No Accrual While on Leave

An employee on approved unpaid leave does not accumulate vacation days.

Section 19.2 – Vacation Leave Procedures

All vacation leave requested before March 1, will be assigned by seniority. After March 1, vacation leave will be assigned on a first come, first serve basis. Any change in vacation leave must be approved by the immediate supervisor. Employees may carry over one (1) week of vacation leave which shall be taken at any properly scheduled time during the following fiscal year. An employee may transfer up to one (1) week of unused, remaining vacation leave to his accumulated sick leave account each year; provided that the maximum of six hundred (600) banked sick leave hours remains in effect and cannot be exceeded by transferring vacation leave pursuant to this provision. The employee shall notify the Sheriff of his intent to transfer vacation leave to his accumulated sick leave account no later than November 30 of each year.

No more than one (1) employee per division and per shift may take vacation leave at the same time. All vacation leave is subject to the operating needs of the Sheriff's Office.

Employees that have vacation leave approved cannot cancel their vacation leave less than forty-eight (48) hours in advance if the Sheriff's Office has scheduled an employee to work overtime unless the reason for cancelling their vacation leave is due to circumstances beyond their control.

Vacation leave shall be requested according to seniority on each shift. Vacation leave may be taken anytime during the fiscal year, including during County Fair week.

All employees in the Corrections Divisions must have their vacation leave approved by the Corporal, unless the shift in question does not have a Corporal. Command personnel will be responsible for maintaining sufficient personnel for weekends, high traffic holidays and arranging for scheduling vacation leave relief. It will be the responsibility of Shift Sergeants to post vacation leave schedules for the personnel under their command. No one else is to write on the vacation leave schedule.

Section 19.3 – Personal Leave

(a) Current Employees

On January 1, the Employers will grant each bargaining unit employee forty-eight (48) hours of personal leave.

(b) New Employees

Employees hired after January 1 shall receive a pro-rated portion of personal leave on their date of hire as follows:

Month Hired	Personal Leave on Hire
January through June	Forty-eighty (48) hours
July through December	Twenty-four (24) hours

(c) Use

- (i) Except in the case of an emergency, notice of the necessity for personal leave shall be submitted as soon as possible to the Sheriff or their designee.
- (ii) Personal leave may be used in no less than one (1) hour increments.

(d) No Carryover

Personal leave does not carry over from year-to-year. However, for the fiscal year starting January 1, 2025, employees shall be allowed to carry over twenty-four (24) hours of personal leave from the fiscal year beginning on January 1, 2024. Any carried over personal leave must be used by December 31, 2025.

(e) Overtime

Bargaining unit employees working overtime for employees off on personal leave shall be paid their overtime hourly rate of pay for all hours worked that are eligible for overtime pay for time worked.

(f) Paid Leave for All Workers Act

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

ARTICLE 20 – HOLIDAYS

Section 20.1 – Holidays (Personnel Working 12 Hour Shifts)

Employees shall continue to receive annually one hundred four (104) hours of straight time pay in lieu of scheduled holidays.

All employees will be paid holiday pay two (2) times a year. The first check will be for fifty-two (52) hours and will be paid with the last payday in June. The second check will be for the other fifty-two (52) hours and will be paid with the last payday in December.

Section 20.2 – Holidays (Part-Time Employees)

Part-Time Employees shall be paid for each holiday only as they work them. They shall receive straight time pay for each holiday worked in addition to regular pay.

ARTICLE 21 – SICK LEAVE

Section 21.1 – Full-Time Employee

- (a) All permanent full-time employees are entitled to an accumulation rate credit of eight (8) hours of sick leave per month of work. Each employee can accumulate up to six hundred (600) hours of sick leave.
- (b) Each employee will be given credit and charged by the hour for any sick leave.
- (c) The employee will be paid for unused sick time at the rate of two (2) hours for three (3) hours accumulated over six hundred (600) hours with the last paycheck in December.

Section 21.2 – Part-Time Employees

Permanent part-time employees will receive sick leave accumulation as follows:

<u>Days Worked Per Week</u>	<u>Monthly Accrual</u>	<u>Annual Accumulation</u>
One (1) day	1.6 hours	96 hours
Two (2) days	3.2 hours	192 hours
Three (3) days	4.8 hours	288 hours
Four (4) days	6.4 hours	384 hours

Section 21.3 – Proof of Illness

Absence due to a pattern of illness (either/or weekends/holidays/vacation) or the use of more than forty-eight (48) hours of sick leave for non-FMLA absences in a calendar year, or an absence of three (3) or more consecutive work days, due to such illness, shall automatically require a physician’s statement certifying that the employee’s condition prevented him from appearing for work, inhibited his ability to return to work, and, upon recovery, the officer is fully capable of performing the duties of his position.

Section 21.4 – Usage

Sick leave may be used for personal illness or in the case of ill members of the employee’s immediate family residing in the household of the employee.

An employee shall be entitled to use up to eighty (80) hours per calendar year of paid Sick Leave when there is a sickness or disability involving a child, stepchild, foster child, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, or grandparent, or stepparent when the employee’s presence is necessary. This Sick Leave shall only be taken when requiring the employee to report for work would cause a serious hardship on the member of the immediate family suffering from the illness or disability.

ARTICLE 22 – LEAVES OF ABSENCE

Section 22.1 – Family Medical Leave

Employees shall have all rights and benefits provided by the Family and Medical Leave Act of 1993 (FMLA). The employee shall use, and the Sheriff shall count, accumulated paid leave as part of the FMLA leave; provided, however, that workers' compensation leave, and IMRF disability time off shall not come within the coverage of this paragraph, and, further, there shall be no pyramiding of paid or unpaid time off.

Section 22.2 – Bereavement Leave

- (a) An employee working an eight (8) hour shift shall receive twenty-four (24) hours off work with pay and an employee working a twelve (12) hour shift shall receive thirty-six (36) hours work off with pay in the event of a death in the immediate family. Immediate family shall be defined to include spouse, child including stepchild and foster child, parent, stepparents, mother-in-law, father-in-law, grandmother, grandfather grandparents-in-law, grandchild, sister, stepsister, brother, stepbrother, sister-in-law, or brother-in-law.
- (b) Personal leave (vacation, personal, holiday, compensatory, or sick leave) may be used to attend the funeral of any other family member. Requests will be submitted to the Sheriff or his designee in writing by completing a leave slip.
- (c) Employees may use their own accumulated leave to extend funeral leave provided the Sheriff or his designee is notified as soon as practicable of the anticipated length of leave and the date(s) involved.
- (d) The Employers also agree to comply with the Family Bereavement Leave Act (820 ILCS 154). Any time used this Section shall count toward the time provided for under the Family Bereavement Leave Act.

Section 22.3 – Court Duty

- (a) The Sheriff shall grant leave at the appropriate hourly rate of pay to any employee for the period of time he/she is required to appear in the course of his employment and solely for County-related matters, before a court, judge, justice, coroner or magistrate.
- (b) Court time required on an employee's day off or off-shift shall be paid at one and one-half (1 ½) times the appropriate hourly rate for actual time worked. A two (2) hour minimum payment shall be provided to each employee, unless the officer is due to report to his regular shift within an hour of the call back. Then the employee shall only be paid one (1) hour. A two (2) hour minimum shall be paid to an employee who is not notified within eighteen (18) hours of any court cancellation.

- (c) Court duty (paid or unpaid) is not available in any form for officers appearing in Court on non-County business. Officers are expected to schedule Court appearances that are unrelated to County business on days other than those scheduled for Stephenson County cases.

Section 22.4 – Military Leave

Employees that are members of the Armed Forces Reserves or the Illinois National Guard shall be granted all of the benefits provided by state and federal statutes as well as any benefits afforded by the Sheriff. The Sheriff may require the employee to provide a voucher or pay stub to verify the Military service and the amount received by the employee for such military service.

ARTICLE 23 – EDUCATIONAL INCENTIVE

Section 23.1 – Approval of Sheriff

The Sheriff may provide job-related coursework that is intended to improve, maintain, or upgrade the employee's corrections certification, job-related skills, and professional abilities. The Sheriff may also in his sole discretion approve the reimbursement of expenses for job-related coursework voluntarily undertaken and successfully completed by an employee.

Section 23.2 – Mandatory Training

- (a) Training is considered mandatory whenever an employee's attendance is ordered by a supervisor. Any employee who requests to attend a training course in order to maintain their state certification due to ILETSB requirements, shall be considered mandated for the purpose of this section.
- (b) An employee who participates in mandatory training outside of their normal work hours shall be compensated at one and one-half times their regular rate of pay for any hours above regularly scheduled work hours, to include any applicable travel time in accordance with FLSA standards. The participating employee may elect to be compensated in the form of overtime pay, or compensatory time.
- (c) If the mandatory training is at a location outside of Stephenson County, the Sheriff shall reimburse participating employees for mileage at the current IRS rate or provide the use of a County owned vehicle; hotel and reasonable meal expenses; and any other related costs. Any course fees for mandated training will be paid by the Sheriff's Office.
- (d) For the purposes of meal reimbursement, the term reasonable shall be consistent with the current General Services Administration (GSA) standards for that locale.

Section 23.3 – Voluntary Training

- (a) Training is considered voluntary whenever an employee requests to attend a course.
- (b) An employee who volunteers to attend training outside of their normal work hours shall be compensated at one and one-half times their regular rate of pay for any

hours above regularly scheduled work hours, to include any applicable travel time in accordance with FLSA standards. The participating employee may elect to be compensated in the form of overtime pay, or compensatory time.

- (c) Attendance at any voluntary training must be pre-approved by a member of the Office's Command Staff (rank of Lieutenant or higher).
- (d) Employees who elect to participate in voluntary training may use their assigned squad car to travel to and from the training location. Employees who elect to participate in voluntary training who do not have an office issued vehicle will be offered use of a County owned utility vehicle. Employees who elect to use a personal vehicle for voluntary training will not be reimbursed for mileage.
- (e) For approved voluntary training at locales outside of Stephenson County that do not require an overnight stay, participants may submit a receipt for their reasonable lunch meal and will be reimbursed by the Sheriff. Reasonable shall be consistent with the current General Services Administration (GSA) standards for that locale.
- (f) Employees who participate in voluntary training at locales outside of Stephenson County which require an overnight stay may submit receipts for their reasonable meals and will be reimbursed by the Sheriff. Reasonable shall be consistent with the current General Services Administration (GSA) standards for that locale. Any overnight accommodations needed will be paid for in-advance by the Sheriff.

ARTICLE 24 – HEALTH BENEFITS

Section 24.1 – County Health Insurance Plans

The County shall pay its agreed-upon share of the cost of premiums for coverage of the employee and any covered dependents, under the County-sponsored health insurance plans in effect on and after January 1, 2024 or any successor plans, as approved by the County Board.

Section 24.2 – Eligibility

All employees working thirty (30) hours or more per week are eligible for health insurance benefits under this Article.

Section 24.3 – Premiums and Co-Pays

- (a) Each employee shall pay the twenty percent (20%) of the premium for personal and/or family health insurance coverage. Effective January 1, 2025, each employee shall pay the twenty-two percent (22%) of the premium for personal and/or family health insurance coverage. Effective January 1, 2026, each employee shall pay the twenty-four percent (24%) of the premium for personal and/or family health insurance coverage.
- (b) Co-pays, deductibles, and out-of-pocket costs to the employee shall be defined by the plan selected by the Employee.

- (c) The Union and the County recognize that insurance costs are likely to increase over time and that the County may during the lifetime of this Agreement find it to be in the best interests of the County and its Employees to change the plan of insurance. The FOP Labor Council and County shall have the right to impact bargain over the effects of any significant or substantive changes in benefits or a significant change to the premium during the term of this Agreement. Impasses in such bargaining shall be resolved in accordance with 5 ILCS 315/14, as amended.

Section 24.4 – Section 125 Plans

Individual employees may participate in the County’s “Simplified 125 Tax Plan” and arrange with the payroll department for the pre-tax deduction of dependent coverage and supplemental life premium payments.

Section 24.5 – Dental

The County shall provide for AFLAC supplemental dental insurance through payroll deduction provided it will not result in any additional cost to the Employers.

Section 24.6 – Eye Exams and Wellness

The County will provide to the employees a listing of examples of “wellness” coverage available under the County sponsored health insurance plan. Eye examinations are included in the “wellness” coverage.

ARTICLE 25 – RETIREMENT INCENTIVE

Effective July 1, 2012, the Employer shall provide the following retirement incentive to employees.

In order to avail himself of this incentive, the employee must have given a minimum of sixty (60) days written notice to the Employer, with the specific date of termination of employment indicated.

An employee who has attained the legally required age to be eligible to receive a pension resulting from their having been employed by the County and the Sheriff and having the minimum years of service with the County and the Sheriff shall be entitled to remain on the County’s health insurance plans with the County paying fifty percent (50%) of the applicable COBRA premium for the health insurance coverage selected by the employee and the employee shall pay fifty percent (50%) of the applicable COBRA premium for either the first sixty (60) months of coverage upon retirement or until such time as the retiree is eligible for Medicare coverage, at which time the retiree will convert to Medicare coverage.

If the retiree exhausts their sixty (60) months of health insurance premium incentive prior to reaching Medicare eligibility, the retiree shall be subject to the rates established by the County, which shall not be greater than permitted by State law, until the retiree reaches Medicare eligibility. If the retiree’s spouse is not Medicare eligible at the time when the retiree becomes eligible, the

spouse shall be allowed to continue with health insurance coverage (at the full single rate) for a period of thirty-six (36) months or until such time when the spouse becomes Medicare eligible, whichever occurs first.

Employees hired after April 19, 2018 will not be eligible to participate in the Retirement Incentive contained in this Article.

ARTICLE 26 – LIFE INSURANCE

For the term of this Agreement, the Sheriff shall continue to provide ten thousand dollars (\$10,000.00) in term life insurance protection for each full-time employee covered by this Agreement. Existing coverage for accidental death shall also continue for the term of this Agreement. Employees may purchase additional life insurance coverage from the County's group plan through payroll deductions, provided that no premium costs incur to the County.

ARTICLE 27 – DISABILITY, PENSION AND RETIREMENT PLAN

Each employee of the Sheriff's Office shall receive such coverage as mandated by statute. *See*, 40 ILCS 5/1-101 et seq.

For purposes of retirement plan coverage, and for retirement purposes only, Stephenson County correctional employees are considered peace employees. SLEP plan retirement coverage approval remains within the control of plan managers (IMRF), and the Employer shall take those steps necessary to implement coverage for correctional employees once it receives approval from SLEP.

ARTICLE 28 – PROMOTIONS AND TRANSFERS

Any promotions within the Sheriff's Office shall be in accordance with the Rules and Regulations of the Stephenson County Sheriff's Merit Commission in effect at the time of ratification of this Agreement. In reviewing the qualifications of candidates for promotion the sheriff shall consider the following criteria: Candidate test scores, seniority, service record with the department, overall experience in the field of law enforcement, personnel file information, candidate interviews and other criteria related to the position. The decision of the Sheriff to fill or not fill vacancies by promotion, and the promotion decision, shall not be grievable.

The Employer will post any vacancies for seven (7) calendar days.

Employees who are promoted or who transfer to a different division shall carry all their Sheriff's Office Seniority for benefit purposes.

For purposes of shift assignment and layoff purposes, Division Seniority shall commence and accumulate on and after the date he is transferred into the new division.

Employees who are promoted or transfer and who have previously worked in that division will be given credit for Division Seniority for the time so spent previously in that division.

ARTICLE 29 – LABOR-MANAGEMENT CONFERENCES

Section 29.1 – Purpose

The FOP Labor Council and the Sheriff mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between FOP Labor Council and Union representatives and representatives of the Sheriff. Such meetings may be requested at least five (5) business days in advance by either party by placing in writing a request to the other for a “labor-management conference” and expressly providing the agenda for such meeting. Such meetings and locations shall be by mutual agreement. Discussions 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) Within the Sheriff’s discretion, notifying the FOP Labor Council and the Unit Steward, or their designee, of changes in non-bargaining conditions of employment contemplated by the Employer which may affect employees.
- (d) Safety and safety-related issues.

The Sheriff, FOP Labor Council and the Union agree to attempt to reasonably cooperate with each other in matters of the administration of this Agreement, and to the degree that standards of law enforcement can be effectuated for the maximum protection of the citizens of the State of Illinois.

To effectuate the purposes and intent of the parties, the parties shall meet upon mutually agreed dates. Neither party shall be forced against its will to schedule or attend any meeting; provided, however, that unless the parties mutually agree otherwise a meeting shall be held at least once per month.

Section 29.2 – Limitation of Purpose

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances subject to or 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 29.3 – Time Off to Attend Meetings

Each party may bring up to three (3) attendees to “labor-management conferences”. When absence from work is required to attend “labor-management conferences”, designated employees shall, before leaving their workstation, give reasonable notice to and receive approval from, their supervisor in order to remain in pay status. Supervisors shall approve the absence except in emergency situations. The Unit Steward or their designee may designate the employees attending conferences. Travel expenses associated with any “labor-management conferences” shall be the responsibility of the employee.

ARTICLE 30 – PERSONNEL FILES

Section 30.1 – Personnel File

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

Any record of disciplinary action against an employee shall not be used against the employee in future proceedings in accordance with the following schedule:

- (a) one (1) through three (3) days – three (3) years;
- (b) four (4) through nine (9) days – four (4) years;
- (c) ten (10) or more days – five (5) years; and/or
- (d) All written forms of discipline – not set forth above – one (1) year.

If a new disciplinary action is taken against an employee with discipline subject to the above schedule, the time frames for all previous disciplinary actions subject to the above schedule shall reset to the then current date.

Section 30.2 – Inspection

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

- (a) Such inspection shall occur no later than five (5) business days following receipt of the request;
- (b) Such inspection may occur during employee's working hours upon reasonable written request. The Sheriff may protect the records from loss, damage, or alteration to ensure the integrity of the records;
- (c) The employee shall not be permitted to remove any part of the personnel file from the premises, but may obtain from the Sheriff's Office copies of any information contained therein upon payment of the reasonable cost of copying if requested by the Employer;
- (d) Upon written authorization by the requesting employee, in cases where such employee has a written grievance pending, and is inspecting his file with respect to such grievance, that employee may have a union representative present during such inspection and/or may designate in such written authorization that said representative may inspect his personnel file subject to the procedures contained in this Article;
- (e) If an employee disagrees with any information contained in the personnel file, the employee may submit a written statement of his position which shall become an

integral part of that portion of the file over which disagreement exists, until such portion is permanently removed from such file;

- (f) Pre-employment information, such as reference reports, credit checks, medical, test scores, and background checks, or other information provided to the Sheriff with a specific request that it remain confidential, shall not be subject to inspection or copying unless the Illinois Freedom of Information Act mandates the Sheriff must make the material available to the general public upon receipt of a Freedom of Information request or the Illinois Personnel Records Act provides for the release of said information upon the request of the employee.

Section 30.3 – Notification

Employees and the Unit Steward, or their designee, shall be given notice by the Sheriff within five (5) business days after a formal, written warning or other disciplinary documentation is permanently placed in the employee's personnel file.

Section 30.4 – Employee Inserts

An employee has a right to submit information to be put in his personnel file, in the event the Employee disagrees with information contained therein. The inclusion of any written statement with or without comment by the Sheriff does not imply agreement by the Sheriff with its contents.

ARTICLE 31 – IMPASSE RESOLUTION

The resolution of any bargaining impasse between the parties affecting security employees and peace officers shall be in accordance with the Illinois Public Labor Relations Act, 5 ILCS 315/14. All hearings shall be held in Freeport, Illinois.

ARTICLE 32 – DRUG AND ALCOHOL TESTING

Section 32.1 – Consumption, Possession, or Distribution

Any employee who consumes, possesses or distributes alcohol, cannabis, or a non-prescribed controlled substance while in the workplace or while on duty or is found to be under the influence of alcohol, cannabis, or non-prescribed controlled substances while on duty shall be terminated from the employ of the Sheriff; provided, that this shall not apply to consumption, possession or distribution specifically directed or authorized by the employee's supervisor in the performance of the employee's duty; nor to possession or consumption according to directions of the prescribing physician of legal prescription drugs.

No employee shall consume any alcohol within four (4) hours prior to reporting for duty.

Any employee convicted of any criminal drug offense regardless of when or where that act takes place, will be terminated from the employ of the Sheriff.

Section 32.2 – Call Out

The parties recognize that employees may be placed in a conflict arising from the fact that employees who are not on standby are not prohibited from consuming alcohol or legal drugs while off duty but are subject to emergency call out during off-duty hours. Accordingly, when employees are notified of any emergency call out from off duty, the following procedure shall apply:

- (a) The employee called out shall advise the department representative notifying him if he has consumed alcohol or legal drugs during the day of the call out and the extent of such activity.
- (b) The deputy in charge of the call out shall assess the employee's condition and fitness for duty in accordance with the .02 standard for impairment set forth in this section, and either assign him to duty or, if the employee is determined to be impaired, will not allow him to sign in for duty. This provision shall not authorize the deputy in charge of the call out to order a deputy who is contacted for a call out to submit to a test for blood alcohol content.
- (c) Any employee who reports for the call out without informing the department of his consumption of alcohol or legal drugs as required in subparagraph a above, shall not be allowed to work if he appears to be impaired and shall not be paid for reporting.

Section 32.3 – Voluntary Referral

It is specifically agreed that no employee shall be disciplined or the subject of adverse employment action for the first instance where the employee notifies the Sheriff that he has a problem with legal prescription drugs or alcohol use, and voluntarily seeks assistance prior to initiation of an investigation of suspected drug or alcohol abuse by the employee. In the event that an employee who has notified the department as stated in this section is disciplined for the drug or alcohol abuse after an investigation is initiated by the Sheriff, the Sheriff shall, upon the employee's request, provide the employee with written documentation of the date an investigation was initiated. Such employees shall be referred by the supervisor who is notified to the County's employee assistance program for confidential counseling and treatment. Such voluntary participation shall not confer immunity from discipline for any misconduct other than the substance abuse. The Sheriff's Office shall not divulge information about the employee's substance abuse received from an employee who voluntarily seeks the help of the employee assistance program pursuant to this paragraph, except within the County administration on a strict need to know basis. Information concerning the employee's voluntary referral shall not be disseminated outside of the County administration, except with the employee's written authorization, or if required pursuant to legal discovery. Such voluntary referral to the employee assistance program, however, does not relieve the employee from the responsibility to adequately perform their job. In addition, voluntary submittal does not eliminate the employee from the requirements to take required drug or alcohol tests as described in this Article.

Section 32.4 – Disciplinary Action for Confirmed Positive – Alcohol or Legal Drugs

(a) First Positive

The first confirmed positive test result for alcohol or non-prescribed legal drugs will be cause for disciplinary action up to and including a thirty (30) days disciplinary suspension. The employee must agree to the following conditions:

- (1) the employee will be mandatorily referred to the County’s Employee Assistance Program for evaluation, diagnosis, and development of a treatment plan consistent with generally accepted standards; and
- (2) the employee will be required to cooperate in the treatment plan, undergo unannounced periodic drug and/or alcohol screening for a period of up to twelve (12) months, successfully complete the prescribed treatment, remain free of drug and alcohol use, and sign an agreement consenting to said conditions.

The unannounced periodic drug and/or alcohol screening provided for in this paragraph shall be done while the employee is on duty, provided, however, that if the employee was scheduled to work and has called in sick, he may be ordered to undergo such drug and/or alcohol screening. Failure to comply with these conditions of continued employment shall be cause for further discipline, up to and including discharge.

(b) Second Positive – During Treatment

If an employee has a first confirmed positive test under the previous paragraph and enters a treatment program, and thereafter that employee has a subsequent confirmed positive test result for alcohol or legal or illegal drugs while the employee is in treatment, as a result of unannounced periodic drug and/or alcohol screening, the employee shall be discharged from his employment, which penalty shall be final and binding on the FOP Labor Council and the employee and the penalty shall not be subject to the grievance procedure set forth herein in Article 13.

(c) Second Positive – Reasonable Suspicion or Random

An employee who has a first confirmed positive test under the first paragraph of this Section and who subsequently has a confirmed positive test as a result of random testing or reasonable suspicion testing shall be discharged, which penalty shall be final and binding on the FOP Labor Council and the employee and the penalty shall not be subject to the grievance procedure in the Collective Bargaining Agreement.

(d) Employment Status

There is no requirement on the part of the County to keep an employee on active employment status who is receiving treatment under this Section if it is appropriately determined by a physician and/or appropriately certified medical and/or psychological professional either that the employee’s current use of alcohol or drugs prevents such individual from performing his duties or that his continuance on active status would constitute a direct threat to the property or safety of

himself or others. Such employee shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave pending treatment.

Section 32.5 – Disciplinary Action – Illegal Drugs or Cannabis

Any employee found selling, purchasing, possessing, using, or delivering any illegal drug cannabis, or non-prescribed controlled substance shall be discharged from his employment. A first test positive for illegal drug use shall result in the employee’s discharge from his employment.

Section 32.6 – Costs of Testing and Rehabilitation

The County agrees to bear the costs of all testing ordered by the Sheriff or his/her designee, and of rehabilitation programs ordered by the Sheriff or his designee to the extent they are covered by the employee’s health care provisions or insurance. The employee may be required to assist the County in coordinating benefits of insurance coverage.

Section 32.7 – Procedure

- (a) The Sheriff or his designee may order any employee to submit to an immediate test of his blood, breath and/or urine at any time he has reasonable suspicion to believe the employee to be under the influence of alcohol or drugs while on duty, to have consumed alcohol without authorization, or to have illegal drugs in his system. Reasonable suspicion shall be based on first-hand observations of the employee’s conduct and demeanor made by a supervisor. The basis for the reasonable suspicion shall be documented and given to the employee in writing within twenty-four (24) hours of giving such test. If the results of the drug tests are negative the FOP Labor Council shall have the right to challenge whether reasonable suspicion existed for the ordering of the test.

A test for the presence of illegal drugs and/or alcohol shall also be a part of any medical examination ordered by the Sheriff or his designee in connection with an on-the-job accident, a use of deadly force, promotion, recall or return to duty after leaves. All tests ordered by the Sheriff or his designee shall be at the expense of the County.

The refusal by any employee to submit to and complete any testing provided for under this Article, shall subject the employee to immediate discharge.

Any employee who tests positive for the presence of illegal drugs shall be subject to discharge. Individuals consuming alcohol or having BAC of .02% or more while on duty, based on testing that complies with the procedures set forth in 625 ILCS 5/11-501.2(a), shall be subject to disciplinary action as provided in this Section.

Employees ordered to submit to drug and alcohol testing shall promptly comply with the order. Employees who submit to such tests shall not be deemed to have waived or otherwise impaired their rights to grieve or otherwise contest any aspect of the testing as may be provided by law or this Agreement. Employees shall have

the right to Union representation during the testing procedure, except during actual collection of the sample. The testing procedure shall not be unreasonably delayed due to unavailability of a Union representative.

- (b) The County agrees that its testing procedure for the presence of drugs or alcohol shall conform to the following:
 - (i) Use only a SAMHSA (Substance Abuse and Mental Health Services Administration) certified or licensed laboratory to test body fluids or materials for drugs whose collection, handling, testing and preservation of sample and reporting are in accordance with SAMHSA standards. During the life of this Agreement, the County will use only a certified clinical laboratory within a one hundred (100) mile radius of Freeport. Breath tests ordered under this Section solely for disciplinary purposes shall be performed by a United States Department of Transportation (DOT) certified operator who is employed by an independent third-party contractor which either operates or is affiliated with the SAMHSA certified laboratory selected for the blood and urine testing. All breath tests shall be done on a DOT certified breath analysis machine;
 - (ii) Establish a chain of custody procedure for both sample collection and testing that will ensure the integrity of and identity of each sample and test result;
 - (iii) Collect a sufficient sample of the same body fluid or material to permit for an initial screening, a confirmatory test, and a sufficient amount to be set aside and reserved for later testing if requested by the employee. In the case of urine testing, it shall be a split sample;
 - (iv) Collect all samples in such a manner as to preserve the individual employee's right to privacy, insure a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed while submitting a sample. Proper testing may be conducted to prevent the submission of a false or adulterated sample;
 - (v) Confirm any sample that tests positive in the initial screening for drugs by use of gas chromatography, with mass spectrometry or an equivalent scientifically accurate and accepted method that provides quantitative data about the drug metabolites. Confirm any positive breath alcohol screening test with a test of the employee's blood by use of gas chromatography or an equivalent scientifically accurate and accepted method;
 - (vi) Provide the employee tested with an opportunity to have an additional portion of the same sample tested by a licensed testing facility of his own choosing;

- (vii) Require that the clinical laboratory report to the Sheriff or his designee positive results only in the case where both the initial and confirmatory test results are positive as to the same sample;
- (viii) Provide the employee with a report of the confirmed positive results of each drug test that includes the types of tests conducted, the results of each test, the detection level used by the laboratory and any other information provided to the Sheriff by the laboratory;
- (ix) Ensure that all positive samples are maintained for a period of not less than one hundred twenty (120) days to permit additional testing at the election of and the expense of the employee;
- (x) If an alcohol test reveals that there is a concentration of 0.02% of alcohol in the employee's blood stream, the employee will automatically be deemed "under the influence" of alcohol within the meaning of this Policy, and therefore, may be subject to discipline under this Policy;
- (xi) The testing or processing phase for body fluids shall consist of a two-step procedure:
 - (1) Initial screening test.
 - (2) Confirmation test.
- (xii) The body fluid sample is first tested using the initial drug screening procedure. An initial positive test result will not be considered conclusive; rather, it will be classified as "confirmation pending." Notification of test results to the Sheriff shall be held until the confirmation test results are obtained;
- (xiii) A body fluid specimen testing positive will undergo an additional confirmatory test. The confirmation procedure shall be technologically different and more sensitive than the initial screening test;
- (xiv) Personnel utilized for testing will be certified as qualified to collect samples or adequately trained in collection and/or testing procedures;
- (xv) Concentration of a drug at or above the levels established by SAMHSA shall be considered a positive test result when using the initial immunoassay drug screening test. At the present time, those levels are:

INITIAL TEST

Level - Nanogram/Milliliter (hereafter referred to as (ng/ml)

Marijuana metabolite	50
Cocaine metabolite	300
Opiate metabolite	300*

Phencyclidine	25
Amphetamines	1000

*25 ng/ml if immunoassay-specific for free morphine.

Concentration of a drug at or above the levels established by SAMHSA for confirmatory tests shall be considered a positive test result when performing a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test on a urine specimen that tested positive using a technologically different initial screening method:

CONFIRMATORY TEST	Level (ng/ml)
Marijuana metabolite	15*
Cocaine metabolite	150**
Opiates:	
Morphine	300+
Codeine	300+
Phencyclidine	25
Amphetamines:	
Amphetamines	500
Methamphetamine	500
* Delta-9-tetrahydrocannabinol-9-carboxylic acid	
** Benzoylcegonine	
+ 25 ng/ml if immunoassay-specific for free morphine	

- (xvi) Where a positive result is confirmed, specimens shall be maintained in secured, refrigerated storage for at least a period of one hundred twenty (120) days;
- (1) The Sheriff agrees to maintain all records concerning drug and/or alcohol testing of its employees, including all records pertaining to Sheriff-required drug tests, in the utmost confidence, subject to legal discovery.
 - (2) If the Sheriff receives a discovery request for any records regarding drug problems of an employee and the Sheriff decides to comply with that request, he shall notify the employee prior to releasing any of the records.
 - (3) Except when required pursuant to legal discovery, no records concerning the drug and/or alcohol testing of any employee shall be released to other employers or agencies without written permission of the person whose records are sought.

ARTICLE 33 – MISCELLANEOUS

Section 33.1 – Indemnification and Legal Representation

Pursuant to state law in effect on September 14, 2021, the County and the Sheriff agrees to indemnify and defend an officer in any civil cause of action brought against the officer arising out of and in the performance of the officer’s official duties for the County and the Sheriff. Pursuant

to its current practice, the County and the Sheriff will indemnify and provide legal representation for the officer as long as he cooperates with any investigation, litigation or other, related action(s) conducted by the County and the Sheriff and/or their agents.

Section 33.2 – Merit Commission Rules

The Rules of the Stephenson County Sheriff's Merit Commission in effect on the date of ratification of this Agreement shall continue in effect for the term of the Agreement except as pertaining to discipline. The Commission may amend, modify, alter, or abolish any or all its Rules only after timely notice to the FOP Labor Council and the Union and upon request discussion of all proposed changes with the FOP Labor Council and a Union representative (except Rules governing the employment application and hiring process which remain within the exclusive jurisdiction of the Merit Commission).

Section 33.3 – General Orders

Upon request, the FOP Labor Council and/or the Union may obtain a copy of any general order that is not subject to privacy or confidentiality requirements of the Sheriff's Office in its operations, as determined by the Sheriff. General Orders may not conflict with the specific provisions of this Agreement.

Section 33.4 – Credit Union

The County agrees to provide employees the opportunity to participate in a designated credit union via payroll withholding.

Section 33.5 – Damaged Property

The Sheriff agrees to repair or replace as necessary an employee's eyeglasses, contact lenses, or prescription sunglasses, up to a value of one hundred fifty dollars (\$150.00); and, watches up to a value of one hundred dollars (\$100.00); or other items of personal equipment up to a value of one hundred dollars (\$100.00) if such are damaged or broken during the course of the employee's duties; provided, however, that this section only applies in cases where the employee is required to exert legitimate physical force or is attacked by another person. Incidents will be documented to the satisfaction of the immediate supervisor before payment is authorized.

Section 33.6 – Temporary Light Duty Policy

Light duty may be available for one (1) position per shift, subject to operating needs of the Division and Stephenson County Sheriff's Office Policy. Temporary transfer is available to utilize an open light duty slot. This means that an employee will be transferred to the shift in which a light duty slot is available. The Sheriff shall ask for volunteers first and, if no one volunteers, the least senior employee on the receiving shift will be transferred out to balance head count. If more than one (1) employee volunteers for transfer the employee having the most Division seniority shall be granted the transfer.

Light duty is further limited as follows:

- (a) pregnancy with M.D. note; or
- (b) workers' compensation cases only.
- (c) Light duty is available for one (1) month term, with one (1) additional month renewal option subject to medical proof of need and the operating needs of the Division.
- (d) An employee can only be assigned to light duty for a maximum of two (2) months per work related injury or the re-injury of a workers' compensation incident.

Section 33.7 – Business Days

A business day is defined as Monday through Friday excluding Saturdays, Sundays, and Holidays.

ARTICLE 34 – SAVINGS CLAUSE

Any provision(s) of this Agreement, or the application of such provision(s), should be rendered or declared unlawful, invalid, or unenforceable by any court action or by reason of any existing or subsequently enacted state or federal legislation, the remaining parts or portions of this Agreement shall remain in full force and effect. In the event of such action, at the request of either party, the subject matter of such invalid provision(s) shall be open to immediate negotiation.

ARTICLE 35 – ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and concludes collective bargaining on any subject expressly covered by the terms of this Agreement except, however, the parties may mutually agree in writing to supplement and/or modify the terms of this Agreement during its term. The parties' agreement to this provision shall not be construed as waiving any of their respective rights or obligations to negotiate as may be required by the Illinois Public Labor Relations Act (IPLRA) as to:

- (a) The impact of the exercise of the County and Sheriff's management rights as set forth herein on any terms and conditions of employment; or
- (b) as to any decision to change any terms or conditions of employment not expressly covered by the terms of this Agreement that are mandatory subjects of bargaining.

ARTICLE 36 – TERM OF AGREEMENT

This Agreement shall be effective as of 12:00 a.m. on January 1, 2024 and shall remain in full force and effect from said date until 11:59 p.m. on the 31st day of December 2027. It shall be automatically renewed from year to year, thereafter, unless either party notifies the other in writing prior to August 15th the year this Agreement expires or the anniversary date of such yearly extension, of a desire to modify the Agreement. In the event of a request to modify this Agreement as set forth above, negotiations shall begin no later than thirty (30) days prior to said anniversary date. If negotiations for a successor Agreement have not been completed by the expiration date of the Agreement, this Agreement shall remain in full force and effect until ratification of a new

Agreement. This Agreement may be reopened at any time if agreed to in writing by both parties, and in such event, negotiations will begin immediately.

IN WITNESS WHEREOF, the parties hereto have set their hands this 30th day of

September, 2024.

EMPLOYER



Stephenson County Board Chairman



Stephenson County Sheriff

ATTEST:

County Clerk

UNION



Union Representative

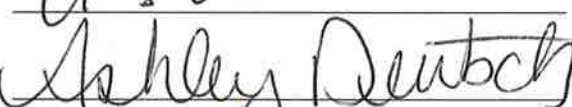
Union Bargaining Team Members:













APPENDIX A – WAGES

Corrections Corporal

Effective Date	Start	1 Year	3 Years	5 Years	7 Years	9 Years	11 Years	13 Years	15 Years	17 Years	19 Years	21 Years	23 Years	25 Years	27 Years
Current	\$22.79	\$23.95	\$26.10	\$28.32	\$29.10	\$29.68	\$31.10	\$31.64	\$32.22	\$32.83	\$33.43	\$34.05	\$34.73	\$35.38	\$36.02
1/1/2024	11.00%	\$28.15	\$30.55	\$31.47	\$32.12	\$33.66	\$34.30	\$35.00	\$36.37	\$36.47	\$37.03	\$37.80	\$38.52	\$39.25	
1/1/2025	12.00%	\$32.07	\$33.03	\$33.71	\$35.33	\$36.00	\$36.74	\$38.17	\$38.28	\$38.87	\$39.68	\$40.43	\$41.20		
1/1/2026	13.00%	\$34.66	\$35.37	\$37.08	\$37.78	\$38.56	\$40.06	\$40.17	\$40.79	\$41.63	\$42.43	\$43.24			
1/1/2027	15.00%	\$37.45	\$39.25	\$39.99	\$40.82	\$42.41	\$42.52	\$43.18	\$44.07	\$44.91	\$45.77				

Corrections Officer

Effective Date	Start	1 Year	3 Years	5 Years	7 Years	9 Years	11 Years	13 Years	15 Years	17 Years	19 Years	21 Years	23 Years	25 Years	27 Years
Current	\$21.59	\$22.68	\$24.86	\$26.98	\$27.79	\$28.36	\$29.72	\$30.29	\$30.91	\$32.11	\$32.20	\$32.70	\$33.38	\$34.01	\$34.66
1/1/2024	2.00%	\$25.36	\$27.52	\$28.35	\$28.93	\$30.32	\$30.90	\$31.53	\$32.76	\$32.85	\$33.36	\$34.05	\$34.70	\$35.36	
1/1/2025	4.00%	\$26.38	\$29.49	\$30.09	\$31.54	\$32.14	\$32.80	\$34.08	\$34.17	\$34.70	\$35.42	\$36.09	\$36.78		
1/1/2026	4.00%	\$30.67	\$31.30	\$32.81	\$33.43	\$34.12	\$35.45	\$35.54	\$36.09	\$36.84	\$37.54	\$38.26			
1/1/2027	4.00%	\$32.56	\$34.13	\$34.77	\$35.49	\$36.87	\$36.97	\$37.54	\$38.32	\$39.05	\$39.80				

APPENDIX B – UNIFORMS

Uniforms

- 3 – Short sleeve shirts
- 3 – Long sleeve shirts
- 3 – Uniform pants
- 1 – 3 in 1 jacket

Duty Gear

- 1 – inner belt
- 1 – outer duty belt
- 5 – belt keepers
- 1 – single handcuff case
- 1 – steel chain handcuffs
- 1 – key clip
- 1 – holster for duty weapon (minimum retention level II)
- 1 – double magazine holder
- 1 – radio holder
- 1 – latex glove pouch
- 1 – Handcuff key

Hats

- 1 – Blauer fleece lined watch cap

Footwear

- 1 – Duty boots with toe capable of being polished (maximum of \$250)

Hardware

- 1 – SCSO 5-point stars

