

AGREEMENT No. 2023-12

# ILLINOIS FOP LABOR COUNCIL

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and

## FRANKLIN COUNTY / FRANKLIN COUNTY SHERIFF

Deputy Sheriff, Correctional Officer, Court  
Security Officer, Telecommunicator, Records  
Clerk and Process Clerk

December 1, 2022 – November 30, 2025

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



**TABLE OF CONTENTS**

**PREAMBLE.....1**

**ARTICLE 1 - RECOGNITION.....1**

    Section 1.1. Unit Description.....1

    Section 1.2. Supervisors.....1

    Section 1.3. Sheriffs Auxiliary.....2

    Section 1.4. Short-Term / Part-Time Employees.....2

**ARTICLE 2 - NEW CLASSIFICATIONS AND VACANCIES .....2**

    Section 2.1. Classifications .....2

    Section 2.2. New Classifications.....2

    Section 2.3. Vacancies .....3

**ARTICLE 3 - NON-DISCRIMINATION .....3**

    Section 3.1. Equal Employment Opportunity .....3

    Section 3.2. Prohibition Against Discrimination .....3

    Section 3.3. Union Membership or Activity .....3

    Section 3.4. Use of Masculine Pronoun.....3

**ARTICLE 4 - MANAGEMENT RIGHTS .....3**

**ARTICLE 5 - DUES DEDUCTION.....4**

    Section 5.1. Dues Deduction.....4

    Section 5.2. Dues .....4

    Section 5.3. Religious Exemption.....5

    Section 5.4. Indemnification.....5

**ARTICLE 6 - SUBCONTRACTING.....5**

    Section 6.1. General Policy.....5

**ARTICLE 7 - NO STRIKE - NO LOCKOUT .....5**

    Section 7.1. No Strike - No Lockout Commitment.....5

    Section 7.2. Performance of Duty.....5

    Section 7.3. Resumption of Operations.....5

    Section 7.4. Union Liability .....6

    Section 7.5. Discipline of Strikers.....6

**ARTICLE 8 - RESOLUTION OF IMPASSE.....6**

**ARTICLE 9 - PERSONNEL FILES.....6**

    Section 9.1. Personnel Files .....6

    Section 9.2. Inspection .....6

    Section 9.3. Notification .....7

    Section 9.4. Limitation on Use of File Material.....7

    Section 9.5. Employee Additions to Personnel File.....7

<b>ARTICLE 10 - DISCIPLINE AND DISCHARGE.....</b>	<b>7</b>
Section 10.1. Discipline and Discharge .....	7
Section 10.2. Limitation.....	8
Section 10.3. Pre-Disciplinary Meeting .....	8
Section 10.4. Investigatory Interviews.....	8
<b>ARTICLE 11 - DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE .....</b>	<b>9</b>
Section 11.1. Definition of a Grievance.....	9
Section 11.2. Dispute Resolution.....	9
Section 11.3. Representation.....	9
Section 11.4. Subject Matter .....	10
Section 11.5. Time Limitations .....	10
Section 11.6. Grievance Processing.....	10
Section 11.7. Grievance Meetings .....	10
Section 11.8. Steps in Procedure.....	10
<b>ARTICLE 12 - SENIORITY.....</b>	<b>12</b>
Section 12.1. Definition of Seniority .....	12
Section 12.2. Probation Period.....	12
Section 12.3. Seniority List.....	12
Section 12.4. Termination of Seniority .....	12
Section 12.5. Seniority While On Leave.....	13
Section 12.6. Conflicts in Vacation.....	13
Section 12.7. Promotion.....	13
Section 12.8. Shift Bidding .....	13
<b>ARTICLE 13 - LAYOFF.....</b>	<b>13</b>
Section 13.1. Layoff.....	13
Section 13.2. Layoff Order .....	13
Section 13.3. Recall.....	13
<b>ARTICLE 14 - UNION REPRESENTATIVES.....</b>	<b>14</b>
Section 14.1. Grievance Processing.....	14
Section 14.2. Attendance at Convention or Conference .....	14
Section 14.3. Union Negotiating Team.....	14
<b>ARTICLE 15 - INDEMNIFICATION.....</b>	<b>14</b>
Section 15.1. Employer Responsibility.....	14
Section 15.2. Legal Representation.....	15
Section 15.3. Cooperation.....	15
Section 15.4. Applicability.....	15
<b>ARTICLE 16 - HOLIDAYS.....</b>	<b>15</b>
Section 16.1. Paid Holidays .....	15
Section 16.2. Working on Holidays .....	15
Section 16.3. Qualifying Work .....	16

**ARTICLE 17 - VACATIONS .....16**  
    Section 17.1. Vacation Scheduling .....16  
    Section 17.2. Schedule of Vacation Time Earned .....16  
    Section 17.3. Carry-Over of Vacation Credit.....16  
    Section 17.4. Vacation Pay .....16  
    Section 17.5. Vacation Reduction .....17

**ARTICLE 18 - SICK LEAVE .....17**  
    Section 18.1. Allowance .....17  
    Section 18.2. Accumulation .....17  
    Section 18.3. Procedures .....17  
    Section 18.4. Sick Leave Abuse Sanctions .....18  
    Section 18.5. Payment of Unused Sick Leave .....18  
    Section 18.6. Sick Leave Notification.....19  
    Section 18.7. Use of Sick Days for Personnel Reasons .....19  
    Section 18.8. Sick Leave Transfer .....19

**ARTICLE 19 - LEAVES OF ABSENCE .....19**  
    Section 19.1. Discretionary Leave .....19  
    Section 19.2. Absence Due to Death in Immediate Family .....20  
    Section 19.3. Definition of Family.....20  
    Section 19.4. Jury Duty .....20  
    Section 19.5. Military Leave.....20  
    Section 19.6. Disability Leave .....21  
    Section 19.7. Injury Leave .....21  
    Section 19.8. Prohibition Against Misuse of Leaves .....21  
    Section 19.9. Updated Training .....21

**ARTICLE 20 - HOURS OF WORK AND OVERTIME .....22**  
    Section 20.1. Workday and Workweek.....22  
    Section 20.2. Overtime Payment.....22  
    Section 20.3. Overtime Assignment .....22  
    Section 20.4. Call Back.....23  
    Section 20.5. Court Time .....23  
    Section 20.6. Work Schedule .....23  
    Section 20.7. Meal Periods .....23  
    Section 20.8. Compensatory Time .....24

**ARTICLE 21 - WAGES / LONGEVITY .....24**

**ARTICLE 22 - INSURANCE AND PENSION .....24**  
    Section 22.1. Employer's Contribution for Health Insurance .....24  
    Section 22.2. Insurance Coverage .....24  
    Section 22.3. Pension .....24

**ARTICLE 23 - LABOR MANAGEMENT / SAFETY COMMITTEE .....24**  
    Section 23.1. Labor Management Conferences .....24

Section 23.2. Integrity of Grievance Procedure .....	25
Section 23.3. Safety Issues.....	25
Section 23.4. Union Rep Attendance .....	25
<b>ARTICLE 24 - GENERAL PROVISIONS .....</b>	<b>26</b>
Section 24.1. Union Access to Work Site.....	26
Section 24.2. Union Access to Records .....	26
Section 24.3. Property Replacement or Repairs.....	26
Section 24.4. Required Inoculations .....	26
Section 24.5. Work Rules .....	26
Section 24.6. Secondary Employment .....	26
Section 24.7. Training.....	27
Section 24.8. Light Duty .....	27
<b>ARTICLE 25 - CLOTHING ALLOWANCE .....</b>	<b>27</b>
<b>ARTICLE 26 - BULLETIN BOARDS.....</b>	<b>28</b>
<b>ARTICLE 27 - SAVINGS CLAUSE.....</b>	<b>28</b>
<b>ARTICLE 28 - COMPLETE AGREEMENT.....</b>	<b>28</b>
<b>ARTICLE 29 - DURATION.....</b>	<b>29</b>
Section 29.1. Term of Agreement .....	29
Section 29.2. Continuing Effect.....	29
Section 29.3. Successor Negotiations .....	29
Section 29.4. Further Negotiations.....	29
<b>SIGNATURES.....</b>	<b>30</b>
<b>APPENDIX A - WAGE RATES/LONGEVITY .....</b>	<b>31</b>
A-1 DEPUTY MATRIX.....	31
A-2 CORRECTIONS, DISPATCH & COURT SECURITY.....	32
A-3 RECORDS & PROCESS CLERK .....	33
<b>APPENDIX B - SENIORITY LIST (Updated as of 09/15/2023).....</b>	<b>34</b>
<b>APPENDIX C - SHIFT BIDDING AGREEMENT.....</b>	<b>35</b>
<b>APPENDIX C-1 - DEPUTY WORK SCHEDULE.....</b>	<b>37</b>
<b>APPENDIX C-2 - CORRECTIONS WORK SCHEDULE .....</b>	<b>38</b>
<b>APPENDIX C-3 - DISPATCH WORK SCHEDULE.....</b>	<b>39</b>
<b>APPENDIX D - DUES AUTHORIZATION FORM.....</b>	<b>40</b>
<b>APPENDIX E - EMPLOYEE TESTING .....</b>	<b>41</b>

**MEMORANDUM OF UNDERSTANDING - UNION SUPERVISORY POSITIONS .....45**  
**MEMORANDUM OF UNDERSTANDING - JAIL ADMINISTRATIVE ASSISTANT ....46**  
**APPENDIX F - GRIEVANCE FORM .....47**

## **PREAMBLE**

This Agreement is entered into by the County of Franklin, a body politic, by its duly constituted County Board and the Sheriff of Franklin County, hereinafter referred to as "the Employer", and the Illinois Fraternal Order of Police Labor Council, hereinafter referred to as the "UNION".

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

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

## **ARTICLE 1 - RECOGNITION**

### **Section 1.1. Unit Description**

The Employer hereby recognizes the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining on matters relating to wages, hours, and other terms and conditions of employment of all full-time employees in the bargaining unit, as follows:

- Unit A: Includes all sworn personnel below the rank of Lieutenant in the rank of Correctional Officer and Court Security Officer.
- Unit B: Includes all sworn personnel below the rank of Lieutenant in the rank of Deputy Sheriff.
- Unit C: Includes all full-time personnel in the classifications of Telecommunicator, Records Clerk, and Process Clerk.

### **Section 1.2. Supervisors**

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

**Section 1.3. Sheriffs Auxiliary**

The Employer may continue to utilize the services of the Franklin County Sheriffs Police Auxiliary to perform bargaining unit work in accordance with past practice as long as such work does not replace a bargaining unit member.

**Section 1.4. Short-Term / Part-Time Employees**

The Employer may continue to utilize the services of short-term and part-time employees to perform bargaining unit work in accordance with past practice, providing such utilization does not reduce hours and benefits of bargaining unit personnel.

**ARTICLE 2 - NEW CLASSIFICATIONS AND VACANCIES**

**Section 2.1. Classifications**

The job duties and manpower needs in each of the classifications; Deputy Sheriff, Correctional Officer and Telecommunicator vary, and accordingly, the terms and conditions of employment may vary as allowed by this Contract.

**Section 2.2. New Classifications**

Where the Employer finds it necessary to create a new job classification, the work of which falls within the scope of the bargaining unit, the Employer and Union agree to jointly petition the State Labor Board to seek the necessary unit clarification.

If the inclusion of a new position classification is agreed to by the parties or found appropriate by the Labor Board, the parties shall negotiate as to the proper pay grade for the classification. If no agreement is reached within thirty (30) calendar days from the date its inclusion was determined, the Union may appeal the proposed pay grade to the 2nd step of the grievance procedure.

The second step grievance committee or arbitrator shall determine the reasonableness of the proposed salary grade in relationship to:

1. The job content and responsibilities attached thereto in comparison with the job content and responsibilities of other position classifications in the Employers work force;
2. Like positions with similar job content and responsibilities within the labor market generally;
3. Significant differences in working conditions to comparable position classifications.

The pay grade originally assigned by the Employer shall remain in effect pending the decision. If the decision of the second step grievance committee or arbitrator is to increase the pay grade of the position classification, such rate change shall be applied retroactive to the date of its installation.



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.

**Section 2.3. Vacancies**

Vacancies shall be created and filled in accordance with the Sheriff's past practice.

**ARTICLE 3 - NON-DISCRIMINATION**

**Section 3.1. Equal Employment Opportunity**

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

**Section 3.2. Prohibition Against Discrimination**

Both the Employer and the Union agree not to illegally discriminate against any employee on the basis of race, sex, creed, religion, color, marital or parental status, age, national origin, political affiliation and/or beliefs, mental or physical disability or sexual orientation, for persons who have sought an order of protection, or the exercise of constitutional rights.

**Section 3.3. Union Membership or Activity**

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

**Section 3.4. Use of Masculine Pronoun**

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

**ARTICLE 4 - MANAGEMENT RIGHTS**

The Employer possesses the sole right to operate the Sheriff's Office of the County and all management rights repose in it. Nothing herein shall affect the internal control authority of the Sheriff. Except as specifically amended, changed or modified by the Agreement, these rights include, but are not limited to, the following:

1. To direct all operations of the County;
2. To establish reasonable work rules and schedules of work;
3. To hire or promote transfer, schedule and assign employees in positions and to create, combine, modify and eliminate positions within the County;

4. To suspend, discharge and take other disciplinary action against employees for just cause under the established work rules and regulations of the Sheriffs Police and the Franklin County Merit Commission and the provisions of this Agreement;
5. To lay off employees;
6. To maintain efficiency of County operations;
7. To introduce new or improved methods or facilities;
8. To change existing methods or facilities;
9. To determine the kinds and amounts of services to be performed as pertains to County operations; and the number and kind of classifications to perform such services;
10. To contract out for goods or services;
11. To take whatever action is necessary to carry out the functions of the County in situations of emergency.

It is understood and agreed that any of the rights, powers, or authority the County had prior to the signing of this Agreement are retained by the County except those specifically abridged, granted, or modified by this Agreement.

## **ARTICLE 5 - DUES DEDUCTION**

### **Section 5.1. Dues Deduction**

Upon receipt of a written and signed authorization form (see Appendix D) from an employee, the Employer shall deduct the amount of Union dues and initiation fee, if any, set forth in such form and any authorized increases therein, and shall, remit such deductions monthly to the FOP at the address designated by the Union in accordance with the laws of the State of Illinois. The Employer shall submit to the FOP with each dues payment a list of those employees from whom the dues deductions were made and the amounts of those deductions. The Union shall advise the Employer of any increase in dues, in writing, at least thirty (30) days prior to its effective date.

### **Section 5.2. Dues**

With respect to any employee on whose behalf the Employer receives written authorization in a form agreed upon by the Union and the Employer, the Employer shall deduct from the wages of the employees the dues and/or financial obligation uniformly required and shall forward the full amount to the Union by the tenth (10th) day of the month following the month in which the deductions are made. The amounts deducted shall be in accordance with the schedule to be submitted to the Employer by the Union. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer and the Union during the fifteen (15) day period prior to the expiration of this Agreement.

**Section 5.3. Religious Exemption**

Should any employee be unable to pay their contribution to the Union based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, such amount equal to their fair share, shall be paid to a non-religious charitable organization mutually agreed upon by the employee affected and the Union. If the Union and the employee are unable to agree on the matter, such payments shall be made to a charitable organization from an approved list of charitable organizations. The employee will, on a monthly basis, furnish a written receipt to the Union that such payment has been made.

**Section 5.4. Indemnification**

The Union shall indemnify, defend, and save the Employer harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) for all legal costs that shall arise out of or by reason of action taken or not taken by the Employer in complying with the provisions of this Article. If an improper deduction is made, the Union shall refund directly to the employee any such amount.

**ARTICLE 6 - SUBCONTRACTING**

**Section 6.1. General Policy**

It is the general policy of the Employer to continue to utilize employees to perform work they are qualified to perform. However, the Employer reserves the right to contract out any work it deems necessary in the interests of economy, improved work product, or emergency. It is understood that employees covered by this Agreement shall not have hours or benefits reduced by the Employer's use of subcontracting.

**ARTICLE 7 - NO STRIKE - NO LOCKOUT**

**Section 7.1. No Strike - No Lockout Commitment**

Neither the Union nor any employee will call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage, slow down, or the concerted interference with the full, faithful, and proper performance of the duties of employment with the Employer during the term of this Agreement. Neither the Union nor any employee shall refuse to cross any picket line, by whomever established. The employer agrees that it will not lock out employees during the term of this agreement.

**Section 7.2. Performance of Duty**

It is recognized that employees covered by this Agreement may be required in the line of duty to perform duties growing out of or connected with labor disputes which may arise within the County. The Union agrees that no disciplinary action or other action will be taken by the Union against any employee or employees covered by this Agreement by reason of any such action or conduct in the line of duty.

**Section 7.3. Resumption of Operations**

In the event of action prohibited by Section 7.1 above, the Union immediately shall disavow such action and request the employees to return to work, and shall use its best efforts to

achieve a prompt resumption of normal operations. The Union, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

**Section 7.4. Union Liability**

Upon the failure of the Union to comply with the provisions of Section 7.2 above, any agent or official of the Union who is an employee covered by this Agreement may be subject to the provisions of Section 7.5 below.

**Section 7.5. Discipline of Strikers**

Any employee who violates the provisions of Section 7.1 of this Article shall be subject to immediate discharge. Any action taken by the Employer against any employee who participates in action prohibited by Section 1 above shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure, except that the issue of whether an employee in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure.

**ARTICLE 8 - RESOLUTION OF IMPASSE**

All impasses on economic matters shall be resolved according to the provisions of Illinois Compiled Statutes 5 ILCS 315.14, except that all arbitration hearings shall be conducted in Benton, Illinois.

The parties agree to use a single arbitrator selected from the Federal Mediation and Conciliation Service.

**ARTICLE 9 - PERSONNEL FILES**

**Section 9.1. Personnel Files**

The Employer shall keep a central personnel file within the bargaining unit for each employee. Employer is free to keep working files, but material not maintained in the central personnel files. Personnel record information which is not included in the personnel record but should have been shall not be used by the Employer in any disciplinary proceeding. However, personnel record information which, in the opinion of the Merit Commission, or an Arbitrator in a grievance/arbitration proceedings, does not intentionally excluded from the record may be used by the Employer in the proceedings if the Employee agrees or has been given a reasonable time to review the information.

**Section 9.2. Inspection**

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

1. Such inspection shall occur within forty-eight (48) hours following receipt of the request;

2. Such inspection shall occur during daytime working hours Monday through Friday upon written request by the employee. Further, a Union representative may be present if requested;
3. The employee shall not be permitted to remove any part of the personnel file from the premises but may obtain copies of any information contained therein upon payment for the cost of copying;
4. 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 representative of the Union present during such inspection and/or may designate in such written authorization that said representative may inspect his personnel file subject to the procedures contained in this Article;
5. Pre-employment information and other matters exempt by the Illinois Personnel Records Review Act, such as reference reports, credit checks or information provided the Employer with a specific request that it remain confidential, shall not be subject to inspection or copying.

### **Section 9.3. Notification**

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

### **Section 9.4. Limitation on Use of File Material**

It is agreed that any material or matter not available for inspection, such as provided in Section 9.1 and 9.2 above, shall be governed by Section 40/4 of the Personnel Records Review Act.

### **Section 9.5. Employee Additions to Personnel File**

An employee may submit without the necessity of supervisory approval, documents to become a permanent part of the personnel file. Such documents shall include, but not be limited to, certificates of special training, letters of commendation, documentation of accomplishment, or other material that would be favorable to the employee's interests.

## **ARTICLE 10 - DISCIPLINE AND DISCHARGE**

### **Section 10.1. Discipline and Discharge**

The parties recognize the principles of progressive and corrective discipline.

Disciplinary action or measures shall include only the following:

- oral reprimand
- written reprimand
- demotion
- suspension (notice to be given in writing)
- discharge

Disciplinary action may be imposed upon an employee only for just cause. Any disciplinary action or measure imposed upon an employee may be appealed to the Merit Commission pursuant to the procedural rules of the Commission, for those employees covered by the Merit Commission. Employees not covered by the Merit Commission may appeal their discipline through the grievance and arbitration procedure. If the Employer has reason to reprimand an employee, it shall be done in private and in a manner that will not embarrass the employee before other employees or the public.

### **Section 10.2. Limitation**

The Employer's agreement to use progressive and corrective disciplinary action does not prohibit the Employer in any case from imposing discipline which is commensurate with the severity of the offense. The Employer shall notify both the employee and Union of disciplinary action. Such notification shall be in writing and shall reflect the specific nature of the offense.

### **Section 10.3. Pre-Disciplinary Meeting**

For other than oral and written reprimands, prior to notifying the employee of the contemplated severe (i.e. suspension without pay or termination) discipline to be imposed, the Employer shall meet with the employee involved and inform the employee of the reason for such contemplated discipline, including any names of witnesses and copies of pertinent documents. The employee shall be informed of his contract rights to Union representation and shall be entitled to such, if so requested by the employee, and the employee and Union Rep shall be given the opportunity to rebut or clarify the reasons for such discipline and further provided that a Union Rep shall be available within a reasonable amount of time. If the employee does not request Union representation, a Union Rep shall nevertheless be entitled to be present as a non-active participant at any and all such meetings.

### **Section 10.4. Investigatory Interviews**

Whenever a law enforcement employee is under formal investigation, or subjected to interrogation by the Sheriff's Department, for any reason, which could lead to disciplinary action, or dismissal, the investigation or interrogation shall be conducted in accordance with the provisions of the Uniform Peace Officers' Disciplinary Act, 50 ILCS 725/1 through 725/7 of the Illinois Compiled Statutes. The requirement contained in this section does not apply to any officer charged with violating any provision of the Criminal Code or any Federal, State, or Local criminal law. The law enforcement officer may be relieved of duty and shall receive all ordinary pay and benefits as he would have if he were not charged pending filing of formal charges with the Merit Commission. At the request of the employee under interrogation, he shall have the right to be represented by a representative of the Lodge under the following terms and conditions:

1. If the employee requests union representation, the Employer shall suspend the investigatory interview a reasonable time until a union representative can be present. If no representative is available after a reasonable time, the Employer will not proceed with the interview unless the employee is willing to enter the interview unaccompanied by a representative (in which case the Employer may act on the basis of information obtained from other sources).

2. It is not the intent of the parties to convert investigatory interviews into adversarial proceedings. The role of the representative is to assist the employee; the representative may also attempt to clarify the facts or suggest other individuals who may have knowledge of them. The Employer retains the right to insist on hearing the employees own account of the matter under investigation.
3. This section does not apply to such run-of-the-mill conversations as, for example, the giving of instructions or training or needed corrections of work techniques. Nor does this section apply to meetings at which the discipline is simply administered. Further, this Section does not apply to "informal inquiries use". For the purposes of this Agreement, informal inquire means a meeting by supervisory or command personnel with an employee upon whom an allegation of misconduct has come to the attention of the supervisory or command personnel, the purpose of which meeting is to mediate a citizen complaint or discuss the facts to determine whether a formal investigation should be commenced.

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

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

A grievance is defined as any unresolved difference between the Employer and the Union or any employee regarding the application, meaning or interpretation of this Agreement. Any dispute concerning a matter or issue subject to the jurisdiction of the Sheriffs Merit Commission (including disciplinary matters) shall not be considered a grievance under this Contract. No grievance shall be entertained or processed unless it is submitted at Step 1 (or at a higher step, if initially filed at a higher step) within ten (10) working days from the occurrence of the event first giving rise to the grievance or within ten (10) working days after the employee or the Union, through use of reasonable diligence, could have obtained knowledge of the occurrence of the event first giving rise to the grievance.

### **Section 11.2. Dispute Resolution**

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

The employee shall make his complaint to his immediate supervisor. The supervisor will notify the employee of the decision within five (5) working days following the day when the complaint was made. Withdrawals at this step shall not constitute a precedent in the handling of other grievances. In the event of a complaint, the employee shall first complete his assigned work task, and complain later.

### **Section 11.3. Representation**

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

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

**Section 11.4. Subject Matter**

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

**Section 11.5. Time Limitations**

If a grievance is not presented by the employee or the Union within the time limits set forth above, it shall be considered "waived" and may not be pursued further. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered denied. If the County does not hold a meeting or answer a grievance or an appeal thereof within the specified time limits, the grievant may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article. The parties may also agree in writing to allow a grievance to be settled or withdrawn without precedent or prejudice.

**Section 11.6. Grievance Processing**

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

**Section 11.7. Grievance Meetings**

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

**Section 11.8. Steps in Procedure**

Disputes arising under this Agreement shall be resolved as follows:

- Step 1      If no agreement is reached between the employee and the supervisor, as provided for in Section 2 Dispute Resolution, the Union shall prepare a written grievance on a form mutually agreed to (See Appendix "F") and presented to the Sheriff no later than ten (10) working days after the employee was notified of the decision by the supervisor. Presentation to and receipt of the grievance by the Administrative Secretary or by certified mail shall constitute proof of service. Within five (5) working days after the grievance has been submitted, the Sheriff shall meet with the grievant and the Union Rep to discuss the grievance and make a good faith attempt to resolve the grievance.



The Sheriff shall respond in writing to the grievant and the Union Rep within five (5) working days following the meeting.

Any decision of the Sheriff shall be considered precedent unless appealed to the next level.

In the event the grievance involves a personnel matter (excluding Merit Commission matters), any appeal from the Sheriff's decision proceeds to Step 3 of this grievance procedure.

Step 2 If the grievance involves an economic issue, and is not settled at Step 1 the grievance may be referred in writing, within five (5) working days after the decision of the Sheriff, to the Franklin County Board Law Enforcement Committee. Within twenty (20) working days after the grievance has been filed with the Committee, the Committee shall meet with the Union and the grievant to discuss the grievance and make a good faith effort to resolve the grievance. The Committee shall respond in writing to the grievant and the Union within five (5) working days following the meeting.

Step 3 If the dispute is not settled at Step 2, the matter may be submitted to arbitration within ten (10) working days after the Committee's written decision or the expiration of the five (5) day period if the Committee fails to render a written decision. Within ten (10) working days after the matter has been submitted to arbitration a representative of the Employer and the Union shall meet to select an arbitrator from a list of mutually agreed to arbitrators. If the parties are unable to agree on an arbitrator within ten (10) working days after such meeting, the parties shall request the American Arbitration Association, FMCS or other similar services, to submit a list of seven (7) arbitrators. Either party shall have the right to reject an entire list of arbitrators. The arbitrator shall be selected from the list of seven (7) by alternate strikes by the Employer representative and the Union. The Employer and the Union shall take turns as to the first strike. The person whose name remains on the list shall be the arbitrator, provided that either party before striking any names shall have the right to reject one (1) of the arbitrators on the list. The arbitrator shall be notified of his selection by a joint letter from the Employer and the Union. Such letter shall request the arbitrator to set a time and a place for the hearing subject to the availability of the Employer and Union representatives and shall be notified of the issue where mutually agreed by the parties. All hearings shall be held in the city of Benton, Illinois unless otherwise agreed to.

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

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

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

The expenses and fees of arbitration and the cost of the hearing room shall be shared equally by the Employer and Union. Costs of arbitration shall include the arbitrator's fees, room cost and transcription costs. Nothing in this Article shall preclude the Employer and Union from agreeing to use the expedited arbitration procedures of the American Arbitration Association. The decision and award of the arbitrator shall be made within forty-five (45) days following the hearing and shall be final and binding on the Employer, the Union and the employee or employees involved. The arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of the Agreement.

## **ARTICLE 12 - SENIORITY**

### **Section 12.1. Definition of Seniority**

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

### **Section 12.2. Probation Period**

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

### **Section 12.3. Seniority List**

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

### **Section 12.4. Termination of Seniority**

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

1. quits; or
2. is discharged for just cause; or
3. is laid off pursuant to the provisions of the applicable agreement for a period of twenty-four (24) months; or
4. accepts gainful employment while on an approved leave of absence from the Sheriff's Department, or

5. is absent for three consecutive scheduled workdays without proper notification or authorization; or
6. fails to return to work at the conclusion of an approved leave of absence for a period of three (3) consecutive days.

#### **Section 12.5. Seniority While On Leave**

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

#### **Section 12.6. Conflicts in Vacation**

Employees shall select the periods of their annual vacation on the basis of seniority. Vacation may be adjusted to accommodate seasonal operations, significant revision in organization, work assignments or the number of personnel in particular ranks. Provided however, that no more than one employee from each classification may take vacation at the same time, unless permission is granted by the Sheriff, and no employee shall receive priority for more than two weeks vacation per year.

#### **Section 12.7. Promotion**

Seniority shall be considered in the promotion of employees covered by this Agreement. All promotional examinations shall be job related.

#### **Section 12.8. Shift Bidding**

Shift Bidding shall be based upon the attached Agreement.

### **ARTICLE 13 - LAYOFF**

#### **Section 13.1. Layoff**

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

#### **Section 13.2. Layoff Order**

Probationary employees, temporary and part-time employees shall be laid off first, then full-time employees shall be laid off in inverse order of their seniority. Individual employees should normally receive notice in writing of the layoff not less than thirty (30) days prior to the effective date of such layoff. Nothing in this Section requires the Sheriff to retain a more senior person for a position for which they are not qualified.

#### **Section 13.3. Recall**

Employees shall be recalled from layoff within each particular job classification according to their seniority. No new employees at all shall be hired until all employees on layoff in that particular job classification desiring to return to work shall have been given the opportunity to

return to work. Recall rights under this provision, shall terminate twenty-four (24) months after layoff.

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

## **ARTICLE 14 - UNION REPRESENTATIVES**

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

### **Section 14.1. Grievance Processing**

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

### **Section 14.2. Attendance at Convention or Conference**

Any employee(s) chosen as delegate(s) to a Union State or National Conference will, upon written application approved by the Union and submitted to the Employer with at least fourteen (14) days' notice, be given a leave of absence without pay for the period of time required to attend such convention or conference. This period of time is not to exceed one (1) week. The employee may utilize existing vacation or compensatory time in lieu of such unpaid leave, subject to scheduling requirements of the Sheriff's Department. Such requests shall not be unreasonably denied.

### **Section 14.3. Union Negotiating Team**

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

## **ARTICLE 15 - INDEMNIFICATION**

### **Section 15.1. Employer Responsibility**

The Employer shall be responsible for, hold employees harmless from and pay for damages or monies which may be adjudged, assessed or otherwise levied against any employee covered by this Agreement, as provided in 55 ILCS 5/1-603.

**Section 15.2. Legal Representation**

Employees shall have legal representation by the Employer in any civil cause of action brought against an employee resulting from or arising out of the performance of duties.

**Section 15.3. Cooperation**

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

**Section 15.4. Applicability**

The Employer will provide the protections set forth in Section 15.1 and Section 15.2 above, so long as the employee is acting within the scope of his employment and where the employee cooperates, as defined in Section 15.3, with the Employer in defense of the action or actions or claims. Acts of willful misconduct are not covered by this Article.

**ARTICLE 16 - HOLIDAYS**

**Section 16.1. Paid Holidays**

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

- |                             |                               |
|-----------------------------|-------------------------------|
| New Year's Day              | Labor Day                     |
| Martin Luther King Birthday | Columbus Day                  |
| Lincoln's Birthday          | Veterans Day                  |
| Good Friday                 | Thanksgiving Day              |
| Memorial Day                | Friday following Thanksgiving |
| Juneteenth                  | Christmas Eve                 |
| Independence Day            | Christmas Day                 |

**Section 16.2. Working on Holidays**

Employees covered by this Agreement when their regularly scheduled day off falls on the actual day of a holiday, shall be paid a regular day's pay.

When his regular work day falls on the actual day of a holiday, he shall receive one and one-half (1-1/2) day's pay above his base pay. When an employee is called in from his regular day off on the actual day of a holiday, he shall be paid at his overtime rate, for all hours worked in addition to his holiday pay.

Employees required by the Sheriff to attend a training session on a holiday shall receive overtime pay in addition to his base pay for hours in training.

Holiday pay shall be granted to Deputy Sheriffs, Jailers, and Dispatchers for work performed on the actual day of the holiday. For the purposes of this Article, holiday pay shall be received by any employee whose work day begins during the twenty-four-hour period 0000-2359 hours of the holiday.

**Section 16.3. Qualifying Work**

In order to qualify for holiday pay, all employees shall work their last regularly scheduled work day before the holiday and their first regularly scheduled work day after the holiday. Employees on approved time off on the work day before and/or after shall be considered working for purposes of this section.

**ARTICLE 17 - VACATIONS**

**Section 17.1. Vacation Scheduling**

On or before November 1 of each year, the Employer shall post a vacation signup sheet. Employees shall select those weeks or days during the upcoming year they wish for their accrued vacation leave. During the first thirty (30) days the list is posted, seniority, as defined in Article 12, shall determine which employee within a job classification shall be entitled to a particular week. After this thirty-day period, vacations shall be scheduled on a first-come, first-served basis, and seniority shall not be determinative. Employees shall provide thirty (30) day notice for requested periods of vacation of one week or more. For any given day, there may be no more than one (1) employee per classification per shift scheduled for a vacation day.

**Section 17.2. Schedule of Vacation Time Earned**

All persons hired prior to the execution of this Agreement shall earn the same vacation time as it presently exists. Those employees shall accrue credit for vacations according to the following schedule:

1 Year through 5 Years	80 hours
6 Years through 10 Years	120 hours
More than 10 Years	the equivalent of one shift added per year to a maximum of 200 hours

Employees shall be permitted to take accrued vacation at any time of the year and in any increment of time from one (1) day to the entire credit.

All persons hired after the effective date of this Agreement shall receive vacation as follows:

1 Year through 5 years	80 hours
6 Years and up	120 hours

**Section 17.3. Carry-Over of Vacation Credit**

Employees hired after December 1, 2019 may carry a maximum of eighty (80) hours of accrued vacation credit from year to year. Any accrued vacation credit in excess of eighty (80) hours shall be paid at the hourly rate at the conclusion of the anniversary year.

**Section 17.4. Vacation Pay**

All vacation leave will be paid for at the regular hourly rate and on the basis of the hours in the normal work day.

**Section 17.5. Vacation Reduction**

The vacation schedule set forth in Section 17.1 assumes that employees work their scheduled number of hours each year. For each eighty (80) hours of scheduled work missed by an employee due to sick leave, other leave, or unscheduled absence, the vacation schedule set forth in Section 1 shall be reduced by one (1) day.

**ARTICLE 18 - SICK LEAVE**

**Section 18.1. Allowance**

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

Any employee contracting or incurring any non-service connected sickness or disability, which renders such employee unable to perform the duties of his employment, shall receive sick leave with pay in accordance with this Agreement. An employee may also utilize sick days to care for members of his or her immediate family who are residents of the employee's household who are ill and in need of attention. Members of the immediate family for purposes of this Article are defined to be the employee's, mother, father, wife, husband, daughter, son (including step or adopted children), sister or brother (including half, in-law, or step), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparent (including grandparents of spouse) or grandchild.

**Section 18.2. Accumulation**

Sick leave will be granted at the rate of one (1) sick day per month of service. Sick leave may be accumulated and carried over from year to year. No payments for unused sick leave will be made by the Employer at termination of employment or during employment except as provided in Section 18.5.

**Section 18.3. Procedures**

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

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

Any employee with 10 years of service or less, who has less than twenty-five percent (25%) of their accumulated sick leave remaining, shall be required to provide a doctor's certificate in order to be eligible to receive pay for any use of sick leave. This requirement shall not apply to new employees with less than four (4) months service. Any employee with more than 10 years of

service who has less than 100 hours of accumulated sick leave remaining, shall be required to provide a doctor's certificate in order to be eligible to receive pay for any use of sick leave.

Employees who are unable to return to work upon expiration of sick leave benefits and all other authorized benefit time must request a leave of absence without pay. Failure to apply for a leave of absence for extended illness upon expiration of all such benefits will result in automatic termination.

Any absence of three (3) working days or longer may require a physician's statement of release and verification substantiating that he may return to work. In addition, when there is reasonable cause to suspect abuse of Sick Leave the Sheriff may require a physician's statement at any time.

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

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

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

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

#### **Section 18.4. Sick Leave Abuse Sanctions**

For the purposes of the provisions contained in this Article, "abuse" of sick leave is the utilization of such for reasons other than those stated in Section 1 of this Article.

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

#### **Section 18.5. Payment of Unused Sick Leave**

1. No reimbursement will be made for employees hired after December 1, 1992; such employees may apply their accrued sick leave toward their IMRF/SLEP pension according to the rules and regulations of the pension plan;
2. For those employees hired prior to December 1, 1992, upon retirement, layoff or voluntary resignation, reimbursements will be made for the number of sick days accrued as of December 1, 1992 or the actual number of sick days accrued as of the date of separation, whichever number is less;



3. Reimbursements shall not be made for employees discharged for just cause disciplinary reasons;
4. Employees who voluntarily resign or retire must give a minimum of fourteen (14) day notice to the Employer of their intentions to be eligible for sick leave reimbursement.

#### **Section 18.6. Sick Leave Notification**

It is the responsibility of each employee requesting paid sick leave to notify or cause notification to be made to his Supervisor at least one (1) hour before the time specific for the beginning of their work day. Where someone other than the employee is or has been requested to make the required notification, the employee will be solely responsible for that notification being made. If an employee becomes sick or ill during their work shift, he must notify or cause notification to be made to his Supervisor immediately.

In the event no sick leave notification is made thirty (30) minutes prior to the start of the workday, the employee's supervisor shall consider and handle the employee's absence as an absence without pay and discipline may be imposed unless - the employee can later substantiate and document that it was impossible to make or cause such notification. Sick leave notification as outlined above must be made for each workday that paid sick leave is being requested, unless this requirement is expressly waived by the Sheriff.

#### **Section 18.7. Use of Sick Days for Personnel Reasons**

Employees may use up to four (4) days of sick leave as personal days per year. Personal days shall not be carried over year to year. The use of the days must be approved by the Sheriff and requested at least one working day in advance except in those instances when the reason for the request of a personal day is of an emergency nature.

#### **Section 18.8. Sick Leave Transfer**

Upon written notification, bargaining unit members may donate a specified number of sick days to another bargaining unit member. Donation of sick days shall be strictly voluntary, and not subject to the grievance provisions of this agreement. Employees shall be limited to donating a total of not more than five (5) sick days per year. Employees who are resigning or retiring may not donate sick leave less than sixty days prior to their last day of service.

### **ARTICLE 19 - LEAVES OF ABSENCE**

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

1. The Sheriff may grant leaves of absence without pay or salary, to employees under his supervision for job related reasons (such as further training or study), which will enable employees to perform their usual and customary duties with greater efficiency and expertise, or for other valid reasons such as prolonged illness of the employee, his spouse, or his child, or children, or childbirth.

2. The Sheriff may assure an employee who is granted such leave, that the employee's position, or job, will be restored to him at the conclusion of such leave provided however, that the employee's employment with the county might, and could, be terminated if, during the period of such leave, the employee's position, or job, were to be eliminated by action of the County Board or the enactment or amendment of State or Federal legislation would result in the elimination of such position or job. In that event, any person hired to fill the employee's position, or to perform his usual and customary duties during the employee's leave will be discharged so as to permit such employee to resume employment.
3. No leave shall be granted for a period exceeding one-hundred and eighty (180) consecutive calendar days, nor shall any employee be granted a leave, or leaves, totaling more than one-hundred and eighty (180) days in a given calendar year without the approval of the County Board.
4. An employee on leave will not accrue any benefits whatsoever.

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

1. In the event of the death of an immediate family member, an employee shall be permitted to be absent from his job for an appropriate number of days up to three (3) days per occurrence with the Sheriffs approval, and for each such day's absence, the employee shall receive compensation at his normal rate of pay. If the employee desires to be absent for more than three (3) days, he may utilize previously earned, unused, vacation days or comp time and receive compensation for each such additional day's absence at his normal rate of pay, provided that the Sheriff approves such additional absence.
2. Any absence to attend the funeral of anyone who is not a member of an employee's immediate family may be arranged with the Sheriff without pay, but previously earned and unused vacation days may be utilized in such case with the consent of the Sheriff.

#### **Section 19.3. Definition of Family**

A member of the immediate family shall be defined to be any employee's mother, father, wife, husband, daughter, or son (including step or adopted), sister or brother (including half, step, or in-law), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparent (including grandparents of spouse), and grandchild.

#### **Section 19.4. Jury Duty**

An employee required to serve on a grand jury or petit jury shall be granted leave for the period required to serve on such jury without loss of pay. Such employees shall sign a waiver of any compensation otherwise due them for serving on such jury if employee is serving in his official capacity and on duty.

#### **Section 19.5. Military Leave**

Both the Union and the Employer agree that they will comply with all requirements of the Federal and State laws in reference to Military Leave.

### **Section 19.6. Disability Leave**

1. Employees shall be eligible to receive paid sick leave, to the extent they have accrued sick leave credit, for maternity leave (if the employee is in fact unable to work due to her pregnancy), approved medical leave, and approved extended duty injury leave.
2. If paid sick leave benefits have been exhausted, an employee unable to work due to pregnancy, illness, or disability (documented by a physician's statement), may be granted a leave of absence without pay to work after approved leave, the employee must provide a release from the attending physician and be qualified to perform the duties of the position last held. If an employee is unable to return to work at the end of six (6) months, additional leave time may be requested by the employee. Except as required by law, the Employer shall have no obligation to pay any insurance premium of an employee on leave after the exhaustion of their rights under the Family Medical Leave Act. If acceptable to the Insurance Company the employee may continue to pay their premiums after exhaustion of their FMLA.

### **Section 19.7. Injury Leave**

An employee who sustains injuries or illness arising out of and in the course of his employment shall be covered by the provisions of 5 ILLS 345/1. No employee will lose any benefits while injured on duty, and will continue to accumulate all benefits provided by this Agreement. Employees on injury leave may be returned to light duty if able to perform the work and placed at the discretion of the Department.

If any employee who is not covered by the provisions of 5 ILLS 345/1, suffers any injury during his tour of duty as a result of the actions of a second party and those actions could make that second party subject to prosecution under the Criminal Code of the State of Illinois, he should continue to be paid by the Employer on the same basis as he was paid before the injury during the time he is unable to perform his duties due to the result of the injury. An employee unable to perform his duties as a result of any injury covered by this paragraph shall be granted increase in wages and benefits as though he was not so injured. Such an employee shall not be required to charge the time off from work during the one year period or portion thereof to vacation or sick leave.

### **Section 19.8. Prohibition Against Misuse of Leaves**

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

### **Section 19.9. Updated Training**

Any employee who has been on any leave or lay off for more than sixty (60) days must show that they have obtained any additional required training that was imposed while on leave or lay off. The employer will pay the cost of any class required for updated training.

## **ARTICLE 20 - HOURS OF WORK AND OVERTIME**

### **Section 20.1. Workday and Workweek**

The normal workweek shall be defined as forty (40) hours in the seven-day period Monday through Sunday. The normal workday shall be defined as ten (10) consecutive hours for employees covered by this Agreement. The definition of the normal workday and workweek may be changed by mutual agreement between the Employer and the Union.

All time worked in excess of the hours in the normal workweek and the normal workday shall be compensated as in Section 20.2.

### **Section 20.2. Overtime Payment**

All time worked in excess of the hours required of an employee by reason of the employee's regular duty, whether of an emergency nature or of a non-emergency nature, shall receive one and one-half (1 - 1/2) times their actual hourly rate of pay for work performed.

### **Section 20.3. Overtime Assignment**

1. No employee shall be on more than 1 primary rotation sheet but could work overtime assignments in another unit if all other unit employees refuse.
2. The Employer may continue to use part-time employees for overtime assignments consistent with the current practice subject to the requirements of Illinois law.
3. The turn sheet will be required for all overtime assignments and shall be kept in a book style format and maintained by the employees.

#### **Procedure**

In the absence of an emergency situation, the following guidelines shall be used for the effective filling of overtime shifts.

- (1) It shall be management's decision on shift/OT replacement.
- (2) Filling of shift applies to all partial or full overtime shifts.
- (3) On duty employees, upon receiving notification from management shall make contact and maintain the overtime list.
- (4) The first and second numbers are then called leaving a message or voice mail. If there is no response within ten (10) minutes, lack of response is considered a "No" or "Refusal". The next contact is then notified.
- (5) If a message cannot be left, a second attempt to re-contact is made within ten (10) minutes. If no answer is received, it is considered a "No" or "Refusal".
- (6) Overtime shall not be assigned more than ninety-six (96) hours in advance.

- (7) If the entire rotation is contacted with negative results, management is to be notified.
4. Involuntary overtime. If no employee voluntarily accepts overtime then the Employer may assign based upon inversion order of seniority (less Senior Employee first), it shall proceed in a serpentine fashion up the list of seniority and upon reaching the most senior member, proceed from the most senior employee to least senior employee, and repeat in this fashion.
5. Excessive overtime. The employer recognizes that requiring employees to work excessive amounts of overtime and/or to work two full shifts in a row can create safety risks for both the employees and the public. The employer, therefore, agrees that no employee shall be required to work more than fifteen (15) consecutive hours, except in the case of an unexpected emergency. Therefore, in the event employees are required to work in excess of fifteen (15) consecutive hours in a non-emergency situation, employees shall be paid at two times their regular rate of pay for all hours in excess of fifteen (15).

#### **Section 20.4. Call Back**

A call back is defined as an official assignment of work which does not continuously precede or follow an officer's regularly scheduled working hours. Employees reporting back to the Employer's premises at a specified time on a regularly scheduled work day shall be compensated for two (2) hours at the appropriate overtime rate or be compensated for the actual time worked, whichever is greater, at the overtime rate.

#### **Section 20.5. Court Time**

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

#### **Section 20.6. Work Schedule**

Work schedules showing the employee's shifts (which shall include days off) shall be posted on all department bulletin boards at all times.

#### **Section 20.7. Meal Periods**

All "outside" employees (i.e., deputy sheriffs) shall be granted a meal period of 30 minutes during each shift. Whenever possible, the lunch period shall be scheduled near the middle of each shift.

All "inside" employees (i.e., correctional officers and telecommunicators) will not be granted a meal period. Instead, these employees will be required to remain on duty during their entire work shift, and they will not be allowed to leave the facility for meals. These employees will be allowed to eat a meal near the middle of their shift depending upon operational requirements. In return for the absence of a meal period, these inside employees each will receive time and one-half pay for a 30-minute period, or an extra 45 minutes of pay calculated at the employee's regular rate of pay, for each shift worked. This extra 45 minutes of pay shall be as cash

and shall not be as compensatory time off. In the event an employee is required to work an additional shift, he will be entitled to an additional paid lunch after completing at least six (6) hours of the extra shift.

**Section 20.8. Compensatory Time**

No compensatory time will be awarded under the terms of this Agreement.

**ARTICLE 21 - WAGES / LONGEVITY**

Each employee shall receive a wage increase in accordance with the Pay Matrixes attached hereto as Appendix "A", "A-1 Deputy Matrix", "A-2 Corrections, Dispatch and Court Security Matrix", and "A-3 Records and Process Clerk Matrix".

**ARTICLE 22 - INSURANCE AND PENSION**

**Section 22.1. Employer's Contribution for Health Insurance**

The Employer shall pay 100% of the single premium cost for health insurance to those employees enrolled in the health insurance plan provided by the County. Employees enrolled in the health insurance plan provided by the County shall contribute thirty-five dollars (\$35.00) per month towards health insurance beginning December 1, 2021.

**Section 22.2. Insurance Coverage**

The coverage provided by the County should remain consistent, as far as practicable, with the plan offered at the date of this Agreement. In the event the County is unable to provide comparable coverage at a reasonable price, as determined by the County, it agrees to notify the union and negotiate the impact of the change of coverage and/or premiums or other insurance related employee costs.

While the County reserves the right to select the plan, it agrees to have a committee which includes employees from the various bargaining units to review all proposals and make recommendations to the County. No impacting changes are to be made on insurance without the activation and involvement of this committee.

**Section 22.3. Pension**

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

**ARTICLE 23 - LABOR MANAGEMENT / SAFETY COMMITTEE**

**Section 23.1. Labor Management Conferences**

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Union representatives and responsible administrative representatives of the Employer. Such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request

to the other for a labor-management conference and expressly providing the agenda for such meeting. Such meetings and locations shall be limited to:

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

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

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

### **Section 23.2. Integrity of Grievance Procedure**

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

### **Section 23.3. Safety Issues**

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

### **Section 23.4. Union Rep Attendance**

When absence from work is required to attend labor-management conferences, employees shall, before leaving their work station, give reasonable notice to and receive approval from, their supervisor in order to remain in pay status. Supervisors shall approve the absence except in emergency situations. Employees attending such conferences shall be limited to two (2).

## **ARTICLE 24 - GENERAL PROVISIONS**

### **Section 24.1. Union Access to Work Site**

Authorized representatives of the National or State Union shall be permitted to visit the Department during working hours to talk with employees of the local Union and/or representatives of the Employer concerning matters covered by this Agreement.

### **Section 24.2. Union Access to Records**

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

### **Section 24.3. Property Replacement or Repairs**

The Employer agrees to repair or replace as necessary an employee's eyeglasses, contact lenses, prescription sunglasses, and watches (up to a value of \$250.00) or other items of personal equipment, if such are damaged or broken, if during the course of the employee's duties the employee is required to exert, physical force or is attacked by another person. The incident is to be documented with immediate supervisor.

### **Section 24.4. Required Inoculations**

The Employer agrees to pay all expenses for inoculation or immunization shots for the employee and for members of an employee's family when such becomes necessary as a result of said employee's exposure to contagious diseases where said officer has been exposed to said disease in the line of duty.

### **Section 24.5. Work Rules**

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

### **Section 24.6. Secondary Employment**

Employees covered by this Agreement shall have no restrictions as to secondary employment, except as stated hereinafter:

1. Secondary employment shall not interfere with the regularly scheduled hours or the performance of duties with the sheriff's department.
2. Employees shall notify the sheriff, in writing, of any secondary employment, which shall include a general description of the duties to be performed.
3. In the event the secondary employment involves law enforcement or security duties, or a requirement to be bonded, the employee shall present documentation to the sheriff of the bond provided and a statement that liability insurance is provided by the secondary employer.



4. Employees shall not use departmental equipment or insignia in the performance of duties for the secondary employer.

#### **Section 24.7. Training**

The Employer shall make reasonable efforts to equally distribute and offer training opportunities to all bargaining unit personnel. Such training may be conducted during on-duty time and may include state mandated and firearms training. The Sheriff may adjust work schedules to accommodate training needs to minimize overtime liability.

#### **Section 24.8. Light Duty**

1. The Sheriff's Office has the right to determine the availability of temporary light duty and the right to assign employees who are unable due to injury or other temporary disability to perform the normal function of their positions, but are deemed fit and qualified by the Sheriff's Office to perform the available light duty assignment;
2. The Sheriff's Office will make such light duty assignments to employees on an equitable basis without regard to whether the injury or other temporary disability occurred during while on duty or off duty;
3. The light duty assignments shall be limited to duties within the realm of the Sheriff's Office;
4. The employee requesting a light duty assignment shall disclose to the Sheriff's Office any prescribed pain medication, along with the dosing information;
5. The light duty assignment shall not be any longer than ninety (90) calendar days. The Sheriff's Office shall consider an employee's request for an extension of 90 days, and shall not unreasonably deny such request if there is a valid medical reason for such request;
6. Either party may call for a labor/management conference at any time to discuss identified problems and to make adjustments as necessary.

### **ARTICLE 25 - CLOTHING ALLOWANCE**

All employees covered by this Agreement shall receive a yearly clothing maintenance allowance of five-hundred fifty dollars (\$550.00) on each employee's anniversary date, for the purchase and maintenance of uniforms and accessories because of normal usage. Beginning December 1, 2014, employees covered by this Agreement shall receive a yearly clothing allowance of six-hundred dollars (\$600.00), to be received annually on the first non-payroll Friday in December. The employees shall be responsible for maintaining their uniforms and accessories in a proper manner so as to maintain a complete uniform at all times and to report to work with uniforms being clean and neat in appearance. New employees shall not be entitled to clothing allowance until completion of the first year of service. Upon initial hire the Employer shall issue the following items:

1. 3 pair uniform pants

2. 3 summer shirts
3. 3 winter shirts
4. 1 winter jacket
5. 1 lightweight jacket
6. 1 pair duty shoes
7. 2 badges
8. Patches and adornments as required
9. Departmental identification
10. Vest (for sworn peace officers)

The Employer shall be responsible for replacement of any uniforms/equipment damaged or destroyed in the course of performing their duties.

Upon termination for any reason all employees must return to the Employer the following issued equipment prior to receiving a final paycheck: all Departmental identification and any Badges purchased by the Department. The terms of this Article shall not apply to the Records Clerk or Process Clerk.

#### **ARTICLE 26 - BULLETIN BOARDS**

The Employer shall provide the Union with a bulletin board upon which the Union may post notices and other items pertaining to the Union. All items posted are the responsibility and property of the Union and no items shall consist of any material that is crude, offensive, vulgar, or discriminatory. The Union agrees to indemnify and hold harmless the Employer from any claims, lawsuits or actions involving information on their bulletin boards.

#### **ARTICLE 27 - SAVINGS CLAUSE**

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

#### **ARTICLE 28 - COMPLETE AGREEMENT**

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

## **ARTICLE 29 - DURATION**

### **Section 29.1. Term of Agreement**

This Agreement shall be effective from December 1, 2022 and shall remain in full force and effect until November 30, 2025. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party to the other not more than one hundred and twenty (120) days prior to expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

### **Section 29.2. Continuing Effect**

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

### **Section 29.3. Successor Negotiations**

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

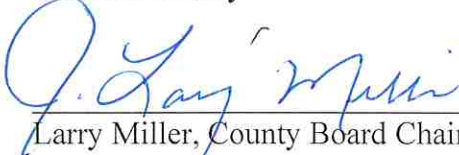
### **Section 29.4. Further Negotiations**

The parties agree that should the Sheriff decide to implement a Substance Abuse Testing Program during the term of this Agreement, he shall notify the Union and, if requested, negotiate the terms and effects of such a program.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 18<sup>TH</sup> day of OCTOBER, 2023.

FOR THE EMPLOYER:  
Franklin County

  
\_\_\_\_\_  
Larry Miller, County Board Chairman  
10-18-23


Date

  
\_\_\_\_\_  
Kyle Bacon, Sheriff


10-18-23  
\_\_\_\_\_  
Date

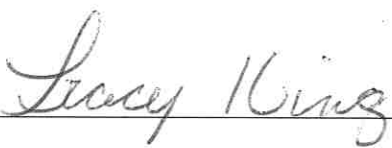
Date


FOR THE UNION:  
IL FOP Labor Council

  
\_\_\_\_\_  
10/18/23

Date

  
\_\_\_\_\_  
10-18-2023  
Date

  
\_\_\_\_\_  
10-18-2023  
Date

  
\_\_\_\_\_  
10-18-2023  
Date

**APPENDIX A - WAGE RATES/LONGEVITY**

A-1 DEPUTY MATRIX

	CURRENT	2022 4.50%	2023 4.75%	2024 5.00%
0	\$ 41,056.16	\$ 42,903.69	\$ 44,941.61	\$ 47,188.69
1	\$ 45,522.43	\$ 47,570.94	\$ 49,830.56	\$ 52,322.09
2	\$ 47,264.32	\$ 49,391.21	\$ 51,737.30	\$ 54,324.16
3	\$ 47,489.99	\$ 49,627.04	\$ 51,984.32	\$ 54,583.54
4	\$ 48,205.01	\$ 50,374.24	\$ 52,767.01	\$ 55,405.36
5	\$ 48,566.54	\$ 50,752.03	\$ 53,162.76	\$ 55,820.89
6	\$ 48,930.79	\$ 51,132.68	\$ 53,561.48	\$ 56,239.55
7	\$ 49,297.77	\$ 51,516.17	\$ 53,963.19	\$ 56,661.35
8	\$ 49,667.51	\$ 51,902.55	\$ 54,367.92	\$ 57,086.31
9	\$ 50,040.02	\$ 52,291.82	\$ 54,775.68	\$ 57,514.47
10	\$ 50,415.32	\$ 52,684.01	\$ 55,186.50	\$ 57,945.82
11	\$ 50,793.44	\$ 53,079.14	\$ 55,600.40	\$ 58,380.42
12	\$ 51,174.39	\$ 53,477.24	\$ 56,017.41	\$ 58,818.28
13	\$ 51,558.19	\$ 53,878.31	\$ 56,437.53	\$ 59,259.40
14	\$ 51,944.88	\$ 54,282.40	\$ 56,860.81	\$ 59,703.85
15	\$ 52,334.48	\$ 54,689.53	\$ 57,287.28	\$ 60,151.65
16	\$ 52,726.98	\$ 55,099.69	\$ 57,716.93	\$ 60,602.78
17	\$ 53,122.43	\$ 55,512.94	\$ 58,149.80	\$ 61,057.29
18	\$ 53,520.85	\$ 55,929.29	\$ 58,585.93	\$ 61,515.23
19	\$ 53,922.26	\$ 56,348.76	\$ 59,025.33	\$ 61,976.59
20	\$ 54,326.67	\$ 56,771.37	\$ 59,468.01	\$ 62,441.41
21	\$ 54,734.12	\$ 57,197.16	\$ 59,914.02	\$ 62,909.72
22	\$ 55,144.63	\$ 57,626.14	\$ 60,363.38	\$ 63,381.55
23	\$ 55,558.21	\$ 58,058.33	\$ 60,816.10	\$ 63,856.91
24	\$ 55,921.40	\$ 58,437.86	\$ 61,213.66	\$ 64,274.34
25	\$ 56,394.71	\$ 58,932.47	\$ 61,731.76	\$ 64,818.35
26	\$ 56,817.67	\$ 59,374.47	\$ 62,194.75	\$ 65,304.49
27	\$ 57,243.81	\$ 59,819.78	\$ 62,661.22	\$ 65,794.28
28	\$ 57,673.13	\$ 60,268.42	\$ 63,131.17	\$ 66,287.73
29	\$ 58,105.67	\$ 60,720.43	\$ 63,604.65	\$ 66,784.88
30	\$ 58,541.46	\$ 61,175.83	\$ 64,081.68	\$ 67,285.76
31	\$ 58,980.52	\$ 61,634.64	\$ 64,562.29	\$ 67,790.40
32	\$ 60,160.13	\$ 62,867.34	\$ 65,853.53	\$ 69,146.21

A-2 CORRECTIONS, DISPATCH & COURT SECURITY

	CURRENT	2022 4.50%	2023 4.75%	2024 5.00%
0	\$ 34,271.80	\$ 35,814.03	\$ 37,515.20	\$ 39,390.96
1	\$ 36,359.88	\$ 37,996.07	\$ 39,800.89	\$ 41,790.93
2	\$ 37,973.34	\$ 39,682.14	\$ 41,567.04	\$ 43,645.39
3	\$ 39,483.71	\$ 41,260.48	\$ 43,220.35	\$ 45,381.37
4	\$ 39,858.81	\$ 41,652.46	\$ 43,630.95	\$ 45,812.50
5	\$ 40,237.47	\$ 42,048.15	\$ 44,045.44	\$ 46,247.71
6	\$ 40,619.01	\$ 42,446.87	\$ 44,463.09	\$ 46,686.25
7	\$ 41,005.61	\$ 42,850.86	\$ 44,886.28	\$ 47,130.59
8	\$ 41,395.17	\$ 43,257.95	\$ 45,312.70	\$ 47,578.34
9	\$ 41,788.42	\$ 43,668.90	\$ 45,743.17	\$ 48,030.33
10	\$ 42,185.41	\$ 44,083.75	\$ 46,177.73	\$ 48,486.61
11	\$ 42,586.17	\$ 44,502.55	\$ 46,616.42	\$ 48,947.24
12	\$ 42,947.95	\$ 44,880.60	\$ 47,012.43	\$ 49,363.05
13	\$ 43,399.16	\$ 45,352.12	\$ 47,506.34	\$ 49,881.66
14	\$ 43,811.44	\$ 45,782.96	\$ 47,957.65	\$ 50,355.53
15	\$ 44,227.65	\$ 46,217.90	\$ 48,413.25	\$ 50,833.91
16	\$ 44,647.81	\$ 46,656.96	\$ 48,873.17	\$ 51,316.82
17	\$ 45,071.96	\$ 47,100.20	\$ 49,337.46	\$ 51,804.33
18	\$ 45,500.14	\$ 47,547.65	\$ 49,806.16	\$ 52,296.47
19	\$ 45,932.39	\$ 47,999.35	\$ 50,279.32	\$ 52,793.28
20	\$ 46,368.75	\$ 48,455.34	\$ 50,756.97	\$ 53,294.82
21	\$ 46,809.25	\$ 48,915.66	\$ 51,239.16	\$ 53,801.12
22	\$ 47,253.93	\$ 49,380.36	\$ 51,725.93	\$ 54,312.22
23	\$ 47,702.85	\$ 49,849.47	\$ 52,217.32	\$ 54,828.19
24	\$ 48,156.03	\$ 50,323.05	\$ 52,713.40	\$ 55,349.06
25	\$ 48,613.52	\$ 50,801.12	\$ 53,214.18	\$ 55,874.89
26	\$ 49,075.34	\$ 51,283.73	\$ 53,719.71	\$ 56,405.69
27	\$ 49,541.55	\$ 51,770.92	\$ 54,230.04	\$ 56,941.54
28	\$ 50,012.20	\$ 52,262.75	\$ 54,745.23	\$ 57,482.49
29	\$ 50,487.32	\$ 52,759.25	\$ 55,265.31	\$ 58,028.58
30	\$ 50,902.75	\$ 53,193.38	\$ 55,720.06	\$ 58,506.07
31	\$ 51,451.14	\$ 53,766.44	\$ 56,320.35	\$ 59,136.36
32	\$ 51,939.93	\$ 54,277.22	\$ 56,855.39	\$ 59,698.16

A-3 RECORDS & PROCESS CLERK

	CURRENT	2022 4.50%	2023 4.75%	2024 5.00%
0	\$ 36,254.13	\$ 37,885.57	\$ 39,685.13	\$ 41,669.39
1	\$ 36,672.02	\$ 38,322.26	\$ 40,142.57	\$ 42,149.70
2	\$ 37,088.61	\$ 38,757.60	\$ 40,598.58	\$ 42,628.51
3	\$ 37,297.53	\$ 38,975.92	\$ 40,827.28	\$ 42,868.64
4	\$ 37,577.27	\$ 39,268.24	\$ 41,133.49	\$ 43,190.16
5	\$ 37,859.09	\$ 39,562.75	\$ 41,441.98	\$ 43,514.08
6	\$ 38,143.03	\$ 39,859.47	\$ 41,752.79	\$ 43,840.43
7	\$ 38,429.10	\$ 40,158.41	\$ 42,065.93	\$ 44,169.23
8	\$ 38,717.32	\$ 40,459.60	\$ 42,381.43	\$ 44,500.50
9	\$ 39,007.71	\$ 40,763.05	\$ 42,699.30	\$ 44,834.26
10	\$ 39,300.26	\$ 41,068.78	\$ 43,019.54	\$ 45,170.52
11	\$ 39,595.01	\$ 41,376.79	\$ 43,342.18	\$ 45,509.29
12	\$ 39,891.97	\$ 41,687.11	\$ 43,667.25	\$ 45,850.61
13	\$ 40,191.16	\$ 41,999.77	\$ 43,994.75	\$ 46,194.49
14	\$ 40,492.59	\$ 42,314.76	\$ 44,324.71	\$ 46,540.95
15	\$ 40,796.29	\$ 42,632.12	\$ 44,657.15	\$ 46,890.01
16	\$ 41,102.26	\$ 42,951.86	\$ 44,992.08	\$ 47,241.68
17	\$ 41,410.52	\$ 43,274.00	\$ 45,329.51	\$ 47,595.99
18	\$ 41,721.11	\$ 43,598.56	\$ 45,669.49	\$ 47,952.96
19	\$ 42,034.02	\$ 43,925.55	\$ 46,012.01	\$ 48,312.61
20	\$ 42,349.27	\$ 44,254.99	\$ 46,357.10	\$ 48,674.96
21	\$ 42,666.89	\$ 44,586.90	\$ 46,704.78	\$ 49,040.02
22	\$ 42,986.89	\$ 44,921.30	\$ 47,055.06	\$ 49,407.82
23	\$ 43,309.29	\$ 45,258.21	\$ 47,407.97	\$ 49,778.37
24	\$ 43,634.12	\$ 45,597.65	\$ 47,763.54	\$ 50,151.72
25	\$ 43,961.38	\$ 45,939.64	\$ 48,121.77	\$ 50,527.86
26	\$ 44,291.09	\$ 46,284.19	\$ 48,482.69	\$ 50,906.82
27	\$ 44,623.27	\$ 46,631.32	\$ 48,846.31	\$ 51,288.62
28	\$ 44,957.95	\$ 46,981.06	\$ 49,212.66	\$ 51,673.29
29	\$ 45,295.14	\$ 47,333.42	\$ 49,581.76	\$ 52,060.85
30	\$ 45,634.85	\$ 47,688.42	\$ 49,953.62	\$ 52,451.30
31	\$ 45,977.11	\$ 48,046.08	\$ 50,328.27	\$ 52,844.69
32	\$ 46,321.95	\$ 48,406.43	\$ 50,705.74	\$ 53,241.03

**APPENDIX B - SENIORITY LIST (Updated as of 09/15/2023)**

**Deputies**

Tipton, Amy	04-30-07
Shaffer, Brice	05-16-11
Uraski, Paul	09-15-11
Long, Kendall	04-26-21
Payne, Ryan	07-05-21
Williams, Jesse	01-03-22
Mueller, Derek	04-25-22
Depasquale, Samantha	12-19-22
Cockrum, Lance	12-19-22
Hernandez, Jordan	05-08-23
Abell, Kaitlyn	08-28-23

**Corrections**

Lytle, Ann	02-22-16
Velazquez, Frankie	04-17-17
Wheatley, John	03-11-19
Jacobs, Ken	08-03-20
Melton, Haylee	07-05-21
Galioto, Alex	02-14-22
Bartoni, Jacob	04-25-22
Diuguid, Megan	07-18-22
Taylor, Paul	08-29-22
Cullum, Shields	08-29-22
Bright, Jeremiah	10-10-22
Young, Tiffanie	01-02-23
Garver, Luke	04-10-23
Minor, Bredan	07-31-23
Jackson, Pat	07-31-23

**Dispatch-Process Server-Court Security-Records, Process Clerk**

King, Tracy	09-29-08
Vice, Dava	02-02-09
Hargraves, Richard	10-25-10
House, David	11-02-15
Knowles, Jenna	07-19-21
Shaffer, Katie	10-25-21
Fleming, Lanette	08-01-22
Kelley, Mallory	09-26-22
Diuguid, Jared	12-05-22
Tucker, Kollin	07-17-23
Householder, Maggie	07-17-23



APPENDIX C - SHIFT BIDDING AGREEMENT

ILLINOIS LABOR RELATIONS BOARD  
INTEREST ARBITRATION  
BEFORE ARBITRATOR JAMES R. COX

FRANKLIN COUNTY &	)	
FRANKLIN COUNTY SHERIFF,	)	
	)	
Employer,	)	Case No. S-MA-02-037
	)	
and	)	
	)	
ILLINOIS FRATERNAL ORDER	)	
OF POLICE LABOR COUNCIL,	)	
	)	
Union.	)	

ARBITRATION SETTLEMENT AGREEMENT

The parties to the above-entitled arbitration agree to settle their dispute as follows:

1. All previously entered tentative agreements attached to this agreement shall be incorporated into the parties' successor agreement.
2. Article 12, Section 8 shall be modified to read as follows:

Work Shifts (which shall include hours of work and days off) shall be selected as follows:

- a. The top 50% of employees in each classification (deputies, corrections, and dispatchers) based on their seniority within that classification shall select their shifts (which shall include days off) from the shift schedule posted by the Sheriff. The work schedules from which employees shall select are attached as an appendix to the agreement.
- b. Seniority for purposes of selection shall be determined by time spent in a given classification.
- c. The Sheriff shall post the schedules not less than 60 days in advance of each bid period. Bid periods shall be as follows:

APPENDIX "C"  
SHIFT BIDDING AGREEMENT

- i. January through April
  - ii. May through September
  - iii. October through December
- d. All employees shall notify the Sheriff in writing of their desired shift within 15 days of the Sheriffs posting of the schedules for a particular bid period. Employees in the top 50% of seniority in a classification shall be awarded the shift (which shall include days off) they bid. Employees not in the top 50% and employees who failed to bid may be assigned by the Sheriff to a shift and days off for a given bid period, whether an employee has bid his/her shift or been assigned by the Sheriff, shifts and days off shall not be adjusted during the relevant bid period except for an emergency. An emergency is defined as a natural disaster or civil unrest Work schedules otherwise may only be modified by mutual agreement of the employee and Sheriff.
- e. Employees may trade shifts or by mutual agreement modify their work schedule to meet the demands of the Rend Lake detail consistent with past practice.
3. Article 21, Section 6 shall be modified to read as follows:

Work Schedules showing the employee's shift (which shall include days off) will be posted on all Department bulletin boards at all times.

*\* Item #3 above has been changed in this Collective Bargaining Agreement from Article 21 to Article 20.*

**APPENDIX C-1 - DEPUTY WORK SCHEDULE**

(As Required by Appendix "C" Section 2.a)

MON	TUES	WED	THURS	FRI	SAT	SUN
<b>SHIFT: 7a to 5p</b>		<b>SUPERVISOR'S SHIFT (if applicable): 7a to 5p</b>				
<b>S:</b>		<b>S-(B)</b>				
<b>Patrol:</b>			<b>A</b>	<b>A</b>		
<b>D</b>	<b>B</b>	<b>B</b>	<b>B</b>	<b>D</b>	<b>A</b>	<b>A</b>
<b>B</b>	<b>C</b>	<b>C</b>	<b>C</b>	<b>C</b>	<b>D</b>	<b>D</b>
<b>SHIFT: 5p to 3a</b>		<b>SUPERVISOR'S SHIFT (if applicable): 4p to 2a</b>				
<b>S:</b>						
<b>S-(A)</b>	<b>S-(A)</b>	<b>S-(A)</b>	<b>S-(B)</b>	<b>S-(B)</b>	<b>S-(B)</b>	<b>S-(A)</b>
<b>Patrol:</b>						
<b>F</b>	<b>E</b>	<b>E</b>	<b>E</b>	<b>E</b>	<b>F</b>	<b>F</b>
<b>F</b>				<b>F</b>		
<b>F</b>					<b>F</b>	<b>F</b>
<b>SHIFT: to</b>						
<b>:</b>	<b>:</b>	<b>:</b>	<b>:</b>	<b>:</b>	<b>:</b>	<b>:</b>
<b>:</b>	<b>:</b>	<b>:</b>	<b>:</b>	<b>:</b>	<b>:</b>	<b>:</b>
<b>SHIFT: 9p to 7a</b>						
<b>Patrol:</b>						
<b>G</b>	<b>G</b>	<b>H</b>	<b>H</b>	<b>H</b>	<b>H</b>	<b>G</b>
<b>G</b>					<b>G</b>	<b>G</b>

**APPENDIX C-2 - CORRECTIONS WORK SCHEDULE**

(As Required by Appendix "C" Section 2.a)

MON	TUES	WED	THURS	FRI	SAT	SUN
<b>SHIFT: 6a to 4p</b>						
A	A	A	A			
C	B	B	B	B	C	C
D	D	D	D	C	E	E
			E	E	F	F
<b>SHIFT: 2p to 12a</b>						
G	G	G	G			
H				H	H	H
J	I	I	I	I	J	J
	J	K	K	K	K	
<b>SHIFT: 9p to 7a</b>						
L	L	L	L			
M	M				M	M
	N	N	N	N	O	
P		O	O	O	P	P
				P		

**APPENDIX C-3 - DISPATCH WORK SCHEDULE**

(As Required by Appendix "C" Section 2.a)

MON	TUES	WED	THURS	FRI	SAT	SUN
<b>SHIFT: 7a to 5p</b>			<b>Supervisor's Shift (if applicable):</b>			
A	A	A	A	B	B	B
C 11a-9p	C 11a-9p	C 11a-9p	B	D 11a-9p	D 11a-9p	C 11a-9p
<b>SHIFT: 5p to 3a</b>						
D	E	E	E	E	F	D
<b>SHIFT: 9p to 7a</b>						
F	F	G	G	G	G	F

**APPENDIX D - DUES AUTHORIZATION FORM**

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

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

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

Date: \_\_\_\_\_ Signed: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Personal E-mail: \_\_\_\_\_

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

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

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

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

(217) 698-9433

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

## **APPENDIX E - EMPLOYEE TESTING**

### **Statement of County Policy**

It is the policy of the County that the public has the reasonable right to expect persons employed by the County to be free from the effects of drugs and alcohol. The County, as the Employer, has the right to expect its employees to report for work fit and able for duty. The purposes of this policy shall be achieved in such manner as not to violate any established rights of the employees.

### **Prohibitions**

Officers shall be prohibited from:

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

### **Drug and Alcohol Testing Permitted**

Where the County has reasonable suspicion to believe that an employee is then under the influence of alcohol, improperly used prescription drugs, or illegal drugs during the course of the work day, the County shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. A supervisor must certify his reasonable suspicions, in writing, concerning the affected employee prior to any order to submit to the testing authorized herein. The foregoing shall not limit the right of the County to conduct such tests as it may deem appropriate for persons seeking employment as an employee prior to their date of hire.

Random testing may occur at the direction of the Sheriff up to three (3) times per year, testing up to five (5) employees per occasion. The names of the employees shall be drawn with a member of the Unit and the County present.

### **Order to Submit to Testing**

At the time an employee is ordered to submit to testing authorized by this Agreement, the County shall provide the employee with a written notice of the order, setting forth all of the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test.

The employee shall be permitted to consult with a representative of the F.O.P. at the time the order is given. No questioning of the employee shall be conducted without first affording the employee the right to F.O.P. representation and/or legal counsel.

Refusal to submit to such testing may subject the employee to discipline, up to and including discharge, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he may have.

**Test to be Conducted**

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

- (a) use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the Substance Abuse and Mental Health Services Administration (SAMHSA);
- (b) ensure that the laboratory or facility selected conforms to all SAMHSA standards;
- (c) establish a chain of custody procedure for both sample collection and testing that will ensure the integrity of the identity of each sample and test result. No employee covered by this Agreement shall be permitted at any time to become a part of such chain of custody.
- (d) collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the employee;
- (e) collect samples in such a manner as to insure a high degree of security for the sample and its freedom from adulteration;
- (f) confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography mass spectrometry (gcms) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;
- (g) provide the employee testing with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense, provided the employee notifies the Sheriff within seventy-two (72) hours of receiving the results of the tests;
- (h) require that the laboratory or hospital facility report to the County that a blood or urine sample is positive only if both the initial screening and confirmation tests are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the County inconsistent with the understandings expressed herein (e.g. billings for testing that reveal the nature or number of tests administered), the County will not use such information in any manner or forum adverse to the employee's interests;



- (i) require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results showing an alcohol concentration of .02 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive. (Note: The foregoing standard shall not preclude the County from attempting to show that test results below .02 demonstrate that the employee was under the influence, but the County shall bear the burden of proof in such cases);
- (j) provide each employee tested with a copy of all information and reports received by the County in connection with the testing and the results;
- (k) ensure that no employee is the subject of any adverse employment action except temporary reassignment or relief from duty with pay during the pendency of any testing procedure. Any such temporary reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

### **Right to Contest**

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

### **Voluntary Requests for Assistance**

The County shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol problem, other than the County may require reassignment of the employee with pay if he is then unfit for duty in his current assignment. The County shall make available through its Employee Assistance Program a means by which the employee may obtain referrals and treatment. All such requests shall be confidential and any information received by the County, through whatever means, shall not be used in any manner adverse to the employee's interests, except reassignment as described above. However, for treatment which requires confinement during therapy, the employee will not be paid for the time spent in confinement with the exception that an employee may use accumulated sick leave and vacation time during this period. This Section shall not apply to an employee who at the time of such request for assistance is under investigation or arrest for the illegal possession, delivery, or manufacture of illegal drugs.

### **Discipline**

If an employee tests positive on both the initial and the confirmatory test for prescription drugs, and all employees who voluntarily seek assistance with drug and/or alcohol related problems, shall not be subject to any disciplinary or other adverse employment action by the

County. Should the employee test positive on both the initial and confirmatory test for illegal drugs, the Employer may discipline the employee in a measure up to and including discharge. Should the employee test positive for .02 or greater in alcohol concentration, the Employer may discipline the employee in a measure up to and including discharge.

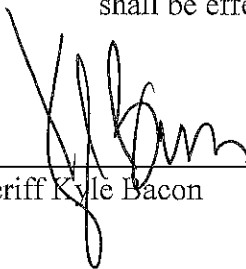
The forgoing shall not be construed as an obligation on the part of the County to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing the duties of an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

**MEMORANDUM OF UNDERSTANDING - UNION SUPERVISORY POSITIONS**

This Memorandum of Understanding made between the Franklin County Sheriff's Office, the Sheriff of Franklin County, and the Fraternal Order of Police Labor Council representing the Corrections Officers and Patrol Deputies of the Franklin County Sheriff's Office, collectively "the parties".

Now therefore the parties have conferred about the addition of union supervisory positions, and wish to memorialize the understanding reached regarding this matter, which is as follows:

1. The Sheriff shall designate at his discretion which of the Correctional Officers / Patrol Deputies are supervisors, and
2. The designated Correctional Officer / Patrol Deputy shall receive a stipend in pay amounting to \$2,080.00 annually, and
3. This assignment shall henceforth be deemed bargaining-unit work, and
4. No grievance shall be filed regarding the assignment or reassignment of the bargaining unit Correctional Officer / Patrol Deputy supervisor designation, and
5. This Agreement as a whole is entered into without prejudice to either party, and may not be used by either party in the future other than for the enforcement of the terms, and
6. Seniority will continue to accrue for those in supervisory positions and will remain the same in the event of a forced or voluntary demotion as long as the party stays within the same division of the Sheriff's Office, and
7. Shift bidding will occur for those in supervisory positions in which supervisors will bid on a specific supervisory schedule set by Sheriff's Office Administration, and
8. The parties warrant they have the authority to enter into this Agreement and this MOU shall be effective upon signing.

  
\_\_\_\_\_  
Sheriff Kyle Bacon

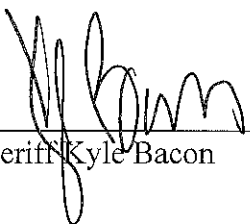
  
\_\_\_\_\_  
ILFOPLC Representative

**MEMORANDUM OF UNDERSTANDING - JAIL ADMINISTRATIVE ASSISTANT**

This Memorandum of Understanding made between the Franklin County Sheriff's Office, the Sheriff of Franklin County, and the Fraternal Order of Police Labor Council representing the Record Clerks, Jail Administrative Assistant, Corrections Officers and Patrol Deputies of the Franklin County Sheriff's Office, collectively "the parties".

Now, therefore, the parties have conferred about the Jail Administrative Assistant, Dava Vice, and wish to memorialize the understanding reached regarding this matter, which is as follows:

1. The Sheriff has designated Dava Vice as a Jail Administrative Assistant, Dava Vice also serves as a Records Clerk, and
2. Dava Vice shall receive an annual stipend in pay amounting to \$2,500 annually, and
3. This assignment shall henceforth be deemed bargaining-unit work, and
4. No grievance shall be filed regarding the assignment or reassignment of Jail Administrative Assistant, and
5. The position of Jail Administrative Assistant shall not have grievance rights; however, the position of Records Clerk shall have grievance rights, and
6. This agreement as a whole is entered into without prejudice to either party, and may not be used by either party in the future other than for the enforcement of the terms, and
7. The parties warrant they have the authority to enter into this agreement and this MOU shall be effective upon signing.

  
\_\_\_\_\_  
Sheriff Kyle Bacon

  
\_\_\_\_\_  
ILFOPLC Representative



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

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

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

**STEP ONE**

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

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

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

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

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

Grievant's Signature

FOP Representative Signature

**EMPLOYER'S RESPONSE**

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

Employer Representative Signature

Position

Person to Whom Response Given

Date

**STEP TWO**

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

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

Grievant's Signature

FOP Representative Signature

**EMPLOYER'S RESPONSE**

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

Employer Representative Signature

Position

Person to Whom Response Given

Date

Lodge/Unit No. / Year / Grievance No.

**STEP THREE**

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

Given To: \_\_\_\_\_

Date/Time: \_\_\_\_\_

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

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

**EMPLOYER'S RESPONSE**

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

\_\_\_\_\_  
Position

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

\_\_\_\_\_  
Date

**STEP FOUR**

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

Given To: \_\_\_\_\_

Date/Time: \_\_\_\_\_

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

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

**EMPLOYER'S RESPONSE**

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

\_\_\_\_\_  
Position

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

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Date

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

