

AGREEMENT BETWEEN FULTON COUNTY

SHERIFF

AND

THE FULTON COUNTY BOARD

AND

THE AMERICAN FEDERATION OF STATE, COUNTY

AND

MUNICIPAL EMPLOYEES, AFL-CIO, COUNCIL 31

AFSCME LOCAL 3433

December 1, 2022 – November 30, 2026

TABLE OF CONTENTS

AGREEMENT	1
PREAMBLE	1
ARTICLE I – RECOGNITION	1
Section 1.1 – Bargaining Unit.....	1
Section 1.2 – Assignment of Unit Work.....	1
ARTICLE II – NON-DISCRIMINATION.....	1
ARTICLE III – MANAGEMENT RIGHTS.....	2
ARTICLE IV – UNION RIGHTS	2
Section 4.1 – Deductions	2
Section 4.2 – Indemnification.....	3
Section 4.3 – Availability of Cards.....	3
Section 4.4 – Information Provided to Union.....	3
Section 4.5 – Information Provided to Employer	3
Section 4.6 – Union Orientations.....	3
Section 4.7 – Employee Privacy	3
Section 4.8 – Third-Party Notifications.....	3
ARTICLE V – GRIEVANCE PROCEDURE.....	4
Section 5.1 – Grievance	4
(a) Definition.....	4
(b) Processing.....	4
(c) Union Representation	4
Section 5.2 – Jurisdiction.....	4
Section 5.3 – Grievance Steps	4
(a) Step 1 – Immediate Supervisor	4
(b) Step 2 – Sheriff.....	4
(c) Step 3 – County Board	5
(d) Step 4 – Mediation	5
(e) Step 5 – Arbitration	5
Section 5.4 – Arbitrator’s Decision and Cost	6
Section 5.5 – Limitation Periods.....	6
Section 5.6 – Pertinent Witnesses and Information.....	6
Section 5.7 – Advance Step Filing.....	6
Section 5.8 – Union Notice.....	7
Section 5.9 – Time Off for Investigation of Grievance	7
Section 5.10 – Meeting Space.....	7
ARTICLE VI – DISCIPLINE AND DISCHARGE.....	7
Section 6.1 – Definition	7
Section 6.2 – Progressive Discipline	7
Section 6.3 – Manner of Discipline	8

Section 6.4 – Administrative Leave.....	8
Section 6.5 – Status During Criminal Investigations.....	8
Section 6.6 – Notification and Measure of Disciplinary Action.....	9
Section 6.7 – Pre-Disciplinary Meetings	10
Section 6.8 – Removal of Discipline	10
Section 6.9 – Uniform Peace Officers’ Disciplinary Act	10
ARTICLE VII – HOURS OF WORK AND OVERTIME	10
Section 7.1 – Work Period.....	10
(a) Deputies and Correctional Officers.....	10
(b) Telecommunicators and Animal Control Officers	10
Section 7.2 – Workweek and Workday	10
(a) Deputies.....	10
(b) Telecommunicators, Animal Control Officers, and Jail Officers	10
(c) Workweek and/or Day.....	11
(d) Change in Schedule	11
(d) Change to Daylight Savings Time.....	11
(e) Change to Standard Time	11
Section 7.3 – Scheduling	11
Section 7.4 – Pay Period.....	12
Section 7.5 – Payday.....	12
Section 7.6 – Hours of Work Records	12
Section 7.7 – Overtime Scheduling	12
Section 7.8 – Compensatory Time.....	14
Section 7.9 – Callback Pay	14
Section 7.10 – Meal Periods and Breaks	14
Section 7.11 – Training.....	15
Section 7.12 – Trade Days	15
ARTICLE VIII – RECORDS, FORMS AND PERSONNEL FILES	15
Section 8.1 – Attendance Records	15
Section 8.2 – Notification of Absence	15
Section 8.3 – Records	16
Section 8.4 – Forms	16
Section 8.5 – Employee Personnel Files.....	16
ARTICLE IX – PROBATIONARY EMPLOYEES.....	16
ARTICLE X – LEAVES OF ABSENCE	16
Section 10.1 – Jury Leave.....	16
Section 10.2 – Personal Leave.....	16
Section 10.3 – Sick Leave Allowance	17
(a) Accrual	17
(b) Use of Sick Leave.....	17
(c) Procedures	17
(d) Verification.....	17
(e) Pregnancy	18
(f) Notification.....	18

(g) Sick Leave Abuse/Misuse	18
Section 10.4 – Sick Leave Accumulation and Payment	18
(a) Accumulation	18
(b) Payment	18
Section 10.6 – Donation of Unused Vacation or Sick Leave	18
Section 10.7 – Bereavement Leave.....	19
Section 10.8 –Line of Duty Injury or Death	19
(a) Line of Duty Injury.....	19
(b) Line of Duty Death.....	19
(c) Disqualifying Events	20
Section 10.9 – Military Leave.....	20
Section 10.10 – Discretionary Leaves of Absence	20
Section 10.11 – Procedure for Leaves of Absence	20
Section 10.12 – Seniority During Leave.....	20
Section 10.13 – Return After Leave	21
Section 10.14 – Paid Paternity or Maternity Leave	21
ARTICLE XI – NO STRIKE – NO LOCKOUT	21
ARTICLE XII – VACATION	22
Section 12.1 – Vacation Accrual	22
Section 12.2 – Vacation Requests.....	22
Section 12.3 – Record of Vacation Leave	22
Section 12.4 – Payment Upon Separation	22
Section 12.5 – Vacation Bidding	22
Section 12.6 – Vacation Use.....	22
ARTICLE XIII – HOLIDAYS	23
Section 13.1 – Observed Holidays.....	23
Section 13.2 – Payment for Holidays	24
Section 13.3 – Payment for Working Holidays	24
Section 13.4 – Holiday While on Vacation or Sick Leave	24
Section 13.5 – Eligibility	24
ARTICLE XIV – INSURANCE AND PENSION.....	24
Section 14.1 – Health Insurance	24
Section 14.2 – Health Insurance Committee	25
Section 14.3 – Illinois Municipal Retirement Fund.....	25
Section 14.4 – Paid Retiree Health Insurance.....	26
(a) Employees Hired Prior to December 1, 2023.....	26
(b) Employees Hired After November 30, 2023.....	26
(c) Premiums.....	27
ARTICLE XV – GENERAL PROVISIONS.....	27
Section 15.1 – Health and Safety.....	27
Section 15.2 – Labor/Management Committee Meetings	27
Section 15.3 – Bulletin Boards	27
Section 15.4 – Time Off for Union Activities	27
Section 15.5 – Rate of Pay.....	27

Section 15.6 – Union Activity During Working Hours	27
Section 15.7 – Clothing	28
Section 15.8 – Special Assignments	28
Section 15.9 – Female Transports.....	28
Section 15.10 – Federal Transport.....	28
Section 15.11 – Educational Reimbursement.....	29
Section 15.12 – Physical Fitness Program.....	29
(a) Policy Statement.....	29
(b) Participation.....	29
(c) Standards	29
(d) Achievement Bonus	29
Section 15.13 – Indemnification.....	29
(a) Civil Litigation	29
(b) Legal Representation.....	29
(c) Cooperation During Civil Litigation	30
(d) Applicability.....	30
ARTICLE XVI – SENIORITY	30
Section 16.1 – Definition	30
Section 16.2 – Termination.....	30
ARTICLE XVII – LAYOFF AND RECALL.....	30
Section 17.1 – Layoff Procedures.....	30
Section 17.2 – Notice.....	30
Section 17.3 – Recall	31
ARTICLE XVIII– PAST PRACTICE.....	31
ARTICLE XIX – WAGES.....	31
Section 19.1 – Wage Schedule	31
Section 19.2 – Shift Differential	31
Section 19.3 – Temporary Rank	31
Section 19.4 – Special Assignments.....	31
ARTICLE XX – VACANCIES.....	32
Section 20.1 – Definitions of Permanent Vacancy.....	32
Section 20.2 – Posting	32
Section 20.3 – Scheduling After Filling a Vacancy.....	32
ARTICLE XXI – EMPLOYEE TESTING	32
Section 21.1 – Statement of Policy.....	32
Section 21.2 – Prohibitions.....	32
Section 21.3 – Drug and Alcohol Testing Permitted.....	33
Section 21.4 – Substances Tested.....	33
(a) Controlled substances.....	33
(b) Alcohol	33
Section 21.5 – Order to Submit to Testing	33
Section 21.6 – Place of Testing	34
Section 21.7 – Tests to be Conducted.....	34

Section 21.8 – Right to Contest	35
Section 21.9 – Voluntary Request for Assistance.....	35
Section 21.10 – Continued Employment	35
Section 21.11 – Discipline	35
ARTICLE XXII – POST SHOOTING OR TRAUMATIC INCIDENT PROCEDURE.....	36
Section 22.1 – Intent	36
Section 22.2 – Procedure	36
ARTICLE XXIII – SAVINGS CLAUSE AND AMENDMENTS	36
Section 23.1 – Saving Clause	36
Section 23.2 – Mutual Agreements.....	36
ARTICLE XXIV – DURATION	36
SIGNATURE PAGE.....	38
APPENDIX A – WAGES	39
Deputies	39
Jailers and Telecommunicators.....	39
Animal Control Officer.....	40
APPENDIX B – PAID RETIREE HEALTH INSURANCE PREMIUM FOR EMPLOYEES HIRED AFTER NOVEMBER 30, 2023	41
APPENDIX C – UNIFORMS AND EQUIPMENT	42
Deputies	42
Corrections.....	42
Telecommunicators.....	42

AGREEMENT

This Agreement has been made and entered into by and between the Fulton County Sheriff and the Fulton County Board as Co-Employers, hereinafter referred to as “Employers”, and the American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, Council 31, for and on behalf of AFSCME Local 3433, hereinafter referred to as “Union”.

PREAMBLE

In order to establish harmonious employment relations through a mutual process to provide fair and equitable treatment to all employees, to promote the quality and continuance of public service, to achieve full recognition for the value of employees and the vital and necessary work they perform, to specify wages, hours, benefits, and other working conditions, and to provide for the prompt and equitable resolution of disputes the parties agree as follows.

ARTICLE I – RECOGNITION

Section 1.1 – Bargaining Unit

The Employers recognize the Union as the sole and exclusive bargaining agent for purposes of establishing wages, hours, and other conditions of employment not exempt from negotiation for the following:

- Included: All full-time Fulton County Sheriff's Deputies, Telecommunicators, Jailers and Animal Control Officers.
- Excluded: Sheriff of Fulton County, Sergeants, Lieutenants, all other employees excluded under the Act.

Employers shall not negotiate with employees over their hours, wages and working conditions not exempt by Statute except as provided for herein.

Section 1.2 – Assignment of Unit Work

Subject to past practice, the Sheriff will assign bargaining unit work to bargaining unit employees only.

ARTICLE II – NON-DISCRIMINATION

Both the Employers and Union agree not to 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, and disability, as these terms are defined by the Illinois Human Rights Act.

The Employers and the Union agree that no employee shall be discriminated against, intimidated, restrained, or coerced in the exercise of any rights granted the Employee by the Illinois Public Labor Relations Act, or for their participation in any lawful activities thereunder.

ARTICLE III – MANAGEMENT RIGHTS

Except to the extent expressly amended or modified by specific provisions of this Agreement, the Employers reserve and retain all of its common law and statutory rights including those provided for in 5 ILCS 315/4. Among the rights retained by the Employers are the rights to full and exclusive authority of the management of its operations; to direct the working force; to determine the methods, means, organization and number of personnel by which such operations are to be conducted including, but not limited to hiring, promoting, qualifications, overtime assignments, layoffs, or discharge for cause; to make and enforce reasonable rules and regulations; and the right to selection of new employees, including examination techniques; and to prepare the overall operations budget for the Employers.

The term Employer or Employers shall be applied as defined by Section 3(o), 5 ILCS 315/3(o) of the Illinois Public Labor Relations Act. However, nothing in this agreement shall negate the provisions of the Illinois Constitution as to the Office of Sheriff, or the provisions of 5/3-6018, 55 ILCS 5/3-6018 respecting the Sheriff's rights regarding the internal operations of the sheriff's office and department.

ARTICLE IV – UNION RIGHTS

Section 4.1 – Deductions

The Employer shall honor employees' individually authorized deduction forms and shall make such deductions in the amounts certified by the Union for union dues, assessments, or fees; Union sponsored benefit programs and PEOPLE contributions. Authorized deductions shall be irrevocable except in accordance with the terms under which an employee voluntarily authorized said deductions.

Request for any of the above deductions shall be made on a form(s) supplied by the Union. Deductions shall be remitted monthly to the Union at the address designated in writing to the Employer by the Union.

Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with law. The aggregate deductions of all Employees and a list of their names and the last four (4) digits of employees' social security numbers shall be remitted semimonthly to the Union at the address/electronic mail designated in writing to the Employer by the Union. The list shall be provided by electronic mail in a format compatible with Microsoft Excel. The Union shall advise the Employer of any increase in dues or other approved deductions in writing at least fifteen (15) days prior to its effective date.

The Employer shall honor employees' individually authorized deductions. Authorized deductions shall be irrevocable except in accordance with the terms under which an employee voluntarily authorized said deduction.

The Union shall maintain accurate records of the voluntary deductions which have been authorized by represented employees and shall give the Employer timely notice of any changes in

such authorizations, with the understanding that the Employer will promptly execute said changes in payroll deductions. The Employer will not cease voluntary deductions from a member unless required to do so by law, or so directed by an arbitrator, a court of competent jurisdiction, or upon request of the Union.

All inquiries about union membership shall be referred to the Union. If any bargaining unit member requests a change in membership/dues status, the bargaining unit employee will be directed to the Union.

The union may communicate information about the Janus v. AFSCME case to bargaining unit members.

Section 4.2 – Indemnification

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

Section 4.3 – Availability of Cards

The Employers shall make available Union deduction cards to employees. Such cards shall be supplied by the Union.

Section 4.4 – Information Provided to Union

Each month, the County shall furnish Council 31 and the Local Union President with a seniority roster of all bargaining unit employees including job titles, department, job status and home address. The information shall be provided by electronic mail in a format compatible with Microsoft Excel.

Section 4.5 – Information Provided to Employer

On or before January 1st of each year, the Union shall furnish the Employer with names and addresses for all Union Representatives and Union Stewards.

Section 4.6 – Union Orientations

Each newly hired bargaining unit Employee shall, during the Employee’s first or second day of employment, be scheduled at a time mutually agreeable to the parties for an orientation which shall be provided by the Union. The Union orientation period shall be thirty (30) minutes and shall take place during the Employee’s regular working hours.

Section 4.7 – Employee Privacy

The Employers will not supply information in response to third party Freedom of Information Act (“FOIA”) requests, or similar such requests, which is “private information” exempt from required disclosure under FOIA.

Section 4.8 – Third-Party Notifications

The Employers commit to notify the Union of any such third-party requests for information within twenty-four (24) hours of receiving such requests. The Employers will prohibit the use of its email system by outside entities for the purpose of discouraging union membership.

ARTICLE V – GRIEVANCE PROCEDURE

Section 5.1 – Grievance

(a) Definition

A grievance is defined as any difference, complaint or dispute brought by any bargaining unit employee, or the Union with affected employee’s approval, against the County and/or the Sheriff regarding the application, meaning or interpretation of this Agreement.

(b) Processing

Grievances may be processed by the Union, by an employee or a group of employees. The resolution of grievance affecting a group of employees shall be made applicable to that group of employees. The employee(s) are entitled to Union representation at each step of the grievance procedure.

(c) Union Representation

Any employee who chooses not to notify the Union in the event of discipline and any employee who neglects to contact the Union for assistance in processing grievances waives any and all right of claim or liability against the Union resulting from that employee’s decision to decline Union assistance.

Section 5.2 – Jurisdiction

Union acknowledges that the County has adopted, by Ordinance dated June 17, 1982, the Fulton County Merit Commission as permitted by Statute. The grievance procedure, as provided for herein, shall apply to all employees covered by the Collective Bargaining Agreement. It is the intention of the parties that the grievance procedure and the disciplining of employees covered by this Agreement shall supersede the Merit Commission Rules and Regulations providing for the same. The Merit Commission in other respects shall remain unaffected by this Agreement.

Section 5.3 – Grievance Steps

(a) Step 1 – Immediate Supervisor

The employee or the Union shall orally raise a grievance with the employee’s immediate supervisor within ten (10) calendar days from the date the employee knew or should have known of the occurrence giving rise to the complaint. The employee and Employer shall sign a form showing the initiation of the oral grievance.

(b) Step 2 – Sheriff

If the grievance cannot be worked out between the immediate supervisor and the grievant within seven (7) calendar days, then within seven (7) calendar days, the employee or Union shall submit the grievance to the Sheriff in writing. Within seven (7) calendar days from receipt of the grievance, the Sheriff shall respond in writing to the employee and the Union. If the grievance involves discipline under Article VI, the grievance may be appealed by the Union to either Step 4 or Step 5 if the grievance is not resolved at Step 2.

(c) *Step 3 – County Board*

Except for grievances involving discipline under Article VI, if the grievance is not resolved in Step 2, it may be presented, in writing, by the Union to the Executive Committee of the County Board by the filing of a written request dated no later than seven (7) calendar days after receipt of the Step 2 response or after the Step 2 response is due, whichever is earliest. Within seven (7) calendar days from receipt of the grievance, the Executive Committee of the County Board shall schedule a meeting with the Union and the grievant(s). Within seven (7) calendar days of the meeting, the Executive Committee shall respond in writing to the employee and the Union.

(d) *Step 4 – Mediation*

If a grievance is not resolved at Step 2 (for grievances involving discipline under Article VII) or Step 3, the Union may elect to present the grievance to the Federal Mediation and Conciliation Service (FMCS) for mediation. In order to be properly filed before FMCS for mediation, the Union must file a written request dated no later than seven (7) days after receipt of the Employer's response at either Step 3 or Step 2 (if the grievance involves Article VI), or after the response is due, whichever is earliest. Both parties will be given the opportunity to present their grievance position, in person or in writing, to the Federal Mediator. If the grievance is not settled at Step 4 in mediation, then the grievance may be advanced in accordance with Step 5. If no settlement is reached at mediation, either the Employer or the Union may conclude the mediation conference with a written statement terminating the mediation. The time period for Step 5 shall commence immediately after the termination of mediation under Step 4.

(e) *Step 5 – Arbitration*

The Union may file for arbitration within fourteen (14) calendar days after:

- (i) a grievance involving Article VI is not settled at Step 2;
- (ii) a grievance involving any Article other than Article VI is not settled at Step 3; or
- (iii) the conclusion of mediation under Step 4.

To file for arbitration, written notice must be provided to the Sheriff and the County within the above specified time limits.

The arbitration proceedings shall be conducted by an arbitrator selected by the Employers and the Union within seven (7) calendar days after notice has been given, if possible. If the parties fail to select an arbitrator, the Employers and the Union shall jointly request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. The Union shall strike one (1) name from the list, then the Employers, and alternately thereafter until the one remaining arbitrator who has not been removed from the list remains. Either party may reject one (1) panel in its entirety.

The arbitrator shall be notified of their selection by a joint letter from the Employers and Union, requesting that their set a time and place for the hearing, subject to the availability of the

Employers and Union representatives, and shall be notified of the issue where mutually agreed by the parties.

Both parties agree to attempt to arrive at a joint stipulation of facts and issues as outlined to be submitted to the arbitrator.

Section 5.4 – Arbitrator’s Decision and Cost

The arbitrator’s decision shall be final and binding on both parties. The arbitrator shall have no authority to add to, subtract from, modify, nullify, or imply any terms of this Agreement, and shall be limited to interpreting the express provisions of the agreement agreed by the parties to be in dispute. The arbitrator’s fee and expenses, and the cost of renting a hearing room shall be shared equally by the parties. The cost of the transcript of the hearing shall be paid by the party requesting the transcript, provided that the other party shall split equally the costs if it also requests a copy of the transcript. Questions of procedural arbitrability shall be decided by the arbitrator. If a question of procedural arbitrability is raised, the arbitrator must first determine the procedural arbitrability of the dispute unless the issue is of such nature that a determination cannot be made at the hearing. Once a determination is made that the matter is procedurally arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute.

Section 5.5 – Limitation Periods

The failure of any employee to submit their grievance, in writing, within the time limits prescribed herein, shall be treated as a withdrawn grievance. The County’s or Sheriff’s failure to respond within the time limits prescribed shall automatically advance the grievance to the next step, with the exceptions of Steps 4 and 5.

Grievances may be withdrawn at any step of the grievance procedure without prejudice. The time limits at any step or for any hearing may be extended at that particular step by mutual written agreement of the parties.

Section 5.6 – Pertinent Witnesses and Information

The Union or Employers may request the production of specific documents, books, papers, or witnesses reasonably available from the Employers or Union and substantially pertinent to the grievance under consideration. Such request(s) shall not be unreasonably denied, and if granted, shall be in conformance with the applicable laws and rules issued pursuant thereto governing the dissemination of such materials.

If the request is unreasonably denied, the Union may petition the Sheriff or the County Board for information denied and the Sheriff and/or the County Board may petition the Union for information denied under the powers granted either party by statute. Any delay caused by the Sheriff and/or the County Board shall not penalize the grievant.

Section 5.7 – Advance Step Filing

Grievances concerning discharge and/or suspensions of ten (10) or more working days may be processed directly to the Step 4 or Step 5 of the grievance procedure.

Section 5.8 – Union Notice

The Sheriff will give written notice to the Union of any employee who is suspended or discharged by the Sheriff.

Section 5.9 – Time Off for Investigation of Grievance

So long as it does not unreasonably interfere with normal work duties and does not require the calling in of a replacement, the grievant(s) and/or Union grievance representative will be permitted reasonable time, without loss of pay, during their working hours to investigate and process grievances.

Section 5.10 – Meeting Space

Provided it does not unreasonably disrupt the operations of the Sheriff’s Office or interfere with the duties of the employees, employees’ reasonable request for use of an available room for the purpose of investigating or processing grievances shall be allowed.

ARTICLE VI – DISCIPLINE AND DISCHARGE

Section 6.1 – Definition

The Sheriff and Union agree with the tenets of progressive and corrective discipline. Disciplinary action may be imposed only for just cause. Considering the severity of the infraction, reasonable disciplinary action shall include the following:

- (a) Oral reprimand (confirmed in writing)
- (b) Written reprimand
- (c) Suspension (notice to be given in writing)
- (d) Discharge (notice to be given in writing)

Other reasonable conditions of continued employment may be required by the Sheriff after discipline has been imposed.

Section 6.2 – Progressive Discipline

The Sheriff’s agreement to use progressive and corrective disciplinary action does not prohibit the Sheriff in any case from imposing discipline which is commensurate with the severity of the offense up to and including discharge. Furthermore, it shall be cause for immediate discharge if an employee commits any of the following offenses:

- (a) Intimate sexual contact with anyone in the custody of the employee or Sheriff’s Office;
- (b) Comes to work in an intoxicated condition or under the influence of drugs so as to substantially impair their performance or possesses any alcoholic liquor or non-prescribed controlled substance in contravention of law for their own consumption or use. The foregoing shall be subject to and conditioned upon the provisions of Section 21.9 and Section 21.10;

- (c) Theft or willfully destroying or damaging any Sheriff's Office property or any property in the evidence room without the consent of the Sheriff or his designee;
- (d) Willfully obstructs an ongoing criminal investigation by releasing confidential information not already released by the Sheriff or his designee;
- (e) Failure to cooperate in an internal investigation;
- (f) Fighting while on duty, which is not in self-defense or in the line of duty; or
- (g) Breach of Sheriff's Office's confidentiality regarding ongoing criminal investigations.

Section 6.3 – Manner of Discipline

When the Sheriff has reason to discipline an employee after conclusion of any investigation needed to determine the facts and the appropriate discipline, it shall be done in a manner that will not embarrass the employee before other employees or the public and shall be done in a timely fashion.

Section 6.4 – Administrative Leave

The Sheriff may place an employee on administrative leave with pay pending an administrative investigation and/or a the decision whether to discipline the employee. The decision as to whether an Employee will remain in pay status pending the outcome of an administrative investigation and/or a decision whether to discipline the Employee shall be made on a case-by-case basis and shall equitably and reasonably made given the circumstances of each individual case. This Section shall not apply to criminal investigations.

Section 6.5 – Status During Criminal Investigations

- (a) When an employee is arrested for or charged with a criminal offense or when a domestic violence order of protection that includes a firearms prohibition is issued against an employee, the employee shall be immediately placed either on:
 - (i) administrative leave with pay; or
 - (ii) restricted duty assignment, in the Sheriff's sole discretion.
- (b) If the employee has been formally charged in court with a felony, the employee shall immediately be placed on administrative leave without pay.
- (c) When a domestic violence order of protection that includes a firearm prohibition is issued against an employee as a result of an emergency or interim hearing and the employee has not been formally charged in court with felony, the employee will be immediately placed on administrative leave with pay, or at the Sheriff's discretion, on restricted duty with police powers suspended for a period of up to ninety (90) calendar days pending a plenary hearing or the dismissal of the order of protection, whichever occurs first.

- (d) When an employee is formally charged with a felony and subsequently acquitted, the County and the Sheriff shall make the Employee whole for any regular wages, accrued benefits, and seniority forfeited between the time the officer was placed on Administrative leave without pay and the time the employee was acquitted. It is understood that any disciplinary suspension or termination related to the criminal offense or felony charge is subject to the grievance procedure, and that the determination of any forfeited compensation, if any, will be based on the settlement of the grievance or the decision of the arbitrator.
- (e) The Sheriff's Office shall promptly investigate the incident consistent with the Sheriff's Office policy of not interfering with a criminal investigation. In the event that criminal charges are filed by indictment, information, or in the event a domestic violence order of protection that includes a firearms prohibition is entered or continued after a plenary hearing at which the employee had the opportunity to appear, the employee will be carried on administrative leave without pay:
 - (i) pending resolution of the criminal charge;
 - (ii) a determination by the Sheriff that, because of the nature of the charges, the employee may be returned to full or restricted duty during the pendency of the charges; or
 - (iii) termination of an order of protection that includes a firearms prohibition.
- (f) Time on such administrative leave without pay shall not be considered discipline, but the Sheriff shall credit such time on administrative leave without pay against any suspension that might subsequently be entered against the employee for that incident.

Section 6.6 – Notification and Measure of Disciplinary Action

- (a) In the event disciplinary action is taken against an employee, the Sheriff shall promptly furnish the employee and the Union with a clear and concise statement of the reasons for the discipline.
- (b) The measure of discipline and the statement of reasons may be modified, especially in cases involving administrative leave pursuant to Section 6.4 and/or administrative leave with or without pay pursuant to Section 6.5 after the investigation of the total facts and circumstances. But, once the measure of discipline is determined and imposed, the Sheriff shall not increase the discipline for a particular act of misconduct, which arose from the same facts and circumstances, known to the Sheriff at the time the discipline was imposed.
- (c) An employee shall be entitled to the presence of a Union representative, if requested by the employee, at any meetings concerning discipline.

Section 6.7 – Pre-Disciplinary Meetings

Prior to suspending or discharging an employee, the Sheriff shall notify the employee of the meeting and then shall meet with the employee and a Union representative, if so, requested by the employee, and inform the employee of the reason for such contemplated disciplinary action including any names of witnesses and copies of pertinent documents. The employee and the Union representative, if requested by the employee, shall be given the opportunity to rebut or clarify the reasons for such discipline.

Section 6.8 – Removal of Discipline

Any written or oral reprimand shall not be considered for corrective discipline where, from the date of the last reprimand, one (1) year has passed without the employee receiving an additional reprimand for any related offenses.

No disciplinary notices shall be removed from an employee's personnel file.

Section 6.9 – Uniform Peace Officers' Disciplinary Act

The Sheriff agrees to follow the provisions of the Uniform Peace Officers' Disciplinary Act as required by law.

ARTICLE VII – HOURS OF WORK AND OVERTIME

Section 7.1 – Work Period

(a) Deputies and Correctional Officers

The work period for deputies and correctional officers shall be twenty-eight (28) days with overtime being paid at time and one-half (1 ½) an employee's regular rate for all time worked outside the employee's regularly scheduled workday.

(b) Telecommunicators and Animal Control Officers

The work period for telecommunicators and animal control officers shall be seven (7) days with overtime being paid at time and one-half (1 ½) an employee's regular rate for all time worked outside the employee's regularly scheduled workday.

Section 7.2 – Workweek and Workday

(a) Deputies

The normal workweek shall consist of five (5) consecutive days on and two (2) consecutive days off, of eight (8) hours per shift.

(b) Telecommunicators, Animal Control Officers, and Jail Officers

The normal workweek shall consist of the five (5) consecutive days on and two (2) consecutive days off, of eight (8) hours per shift. The normal 5-2 rotation shall not apply to a cross trained employee.

The cross trained Telecommunicator/Jailer position shall be limited to one (1) person, unless otherwise negotiated with the Union.

(c) *Workweek and/or Day*

Subject to Section 7.3, if the Sheriff and Union can agree on a different schedule (such as 6-3 rotation or any other schedule) that meets the coverage needs as viewed by the Sheriff, then the same may be implemented.

(d) *Change in Schedule*

Absent any emergency operating needs of the Sheriff, a permanent change in the employee's normal workday or normal work period as posted shall not commence until the first day of the employee's next scheduled work period. The cross-trained person shall be used to cover open shifts and for absences which include vacation, disability or sickness, and other approved employee absences. Forty-eight (48) hours' notice may be given to the cross-trained person for scheduling.

(d) *Change to Daylight Savings Time*

Employees that work one (1) hour less than their regular eight (8) hour shift due to the change from Standard Time to Daylight Savings Time may use one (1) hour of benefit time (excluding sick leave) to make up the difference or they shall be paid for seven (7) hours of work.

(e) *Change to Standard Time*

Employees that work one (1) hour more than their regular eight (8) hour shift due to the change from Daylight Savings Time to Standard Time shall receive one (1) extra hour of pay at their overtime hourly rate. The hour worked under this subsection shall not be counted in calculation of hours for overtime under Section 1(a) of this Article.

Section 7.3 – Scheduling

- (a) Absent emergency operating needs, the Sheriff will not change the normal workday, normal work period, or normal work week except for just cause. The process server schedule may vary from that of the normal workday or work week in order to complete service of process. The Sheriff shall not change the shift's schedule in retribution, or as punishment against acts or doings of the employees covered by this Agreement and exercise of their rights guaranteed by this Agreement. Shift or rotation changes shall be made in order to meet the most efficient operating needs of the Employer, taking into consideration the level of manpower available and coverage necessary for the operation of the Sheriff's Office. Shift changes in the time and rotation shall be made only for just cause, considering the operations of the Sheriff's Office. Prior to any changes in their shift, or rotation, the Sheriff will meet and discuss with the Union all proposed changes giving the reason(s) therefore. The Union shall be given the right to unilaterally grieve any shift changes at the Step 3 of the grievance procedure.
- (b) All bargaining unit employees, except Animal Control, who are not in training will bid their work shifts and rotation by seniority preference within their respective job classifications. Those with the most seniority will bid first in a descending order until all openings are filled; special assignment shall be exempt from this procedure.

Shift preferences by bid will occur at the beginning of each fourth work period, or when a permanent vacancy is filled at the completion of a new employee's training period.

- (c) When bidding shifts as provided for in this Section and filling of temporary vacancies, the Sheriff's Office will use every effort to see that shifts are filled with one (1) male and one (1) female.

Section 7.4 – Pay Period

- (a) The regular pay period shall be fourteen (14) calendar days.
- (b) The pay period shall begin at 12:00 a.m. on a Saturday and end at 11:59 p.m. on a Friday.

Section 7.5 – Payday

- (a) Currently, employees are paid on the last day of the pay period. Up through the pay period ending on Friday, November 10, 2023, employees shall be paid on the last day of the pay period.
- (b) Following the pay period ending on Friday, November 10, 2023, there will be a seven (7) day pay period beginning on Saturday, November 11, 2023 and ending on Friday, November 17, 2023. The payday for that seven (7) day period will be Friday, November 24, 2023.
- (c) Due to the impact of the shortened pay period, employees shall receive an additional one (1) week of pay in the Friday, November 24, 2023 paycheck.
- (d) Following the seven (7) day work period in 7.5(b), the pay period shall be fourteen (14) days with the payday on the Friday following the end of the pay period.

Section 7.6 – Hours of Work Records

- (a) Each employee shall be required to keep accurate records of hours worked and of leave taken.
- (b) The system for logging hours worked shall be as determined by the County and the Sheriff.
- (c) The County and the Sheriff agree to utilize the seven (7) minute rounding system in instances where the system for logging in and out is not calibrated. Agreement to use the seven (7) minute rounding system does not prevent the Sheriff from disciplining an employee for attendance issues.
- (d) Employees who, without authorization, login or logout another employee shall be subject to discipline, up to and including termination.

Section 7.7 – Overtime Scheduling

- (a) Employee shall work overtime when required except for pre-authorized absences due to sick leave, three (3) consecutive working days or more, or bereavement time.

Consecutive working days are defined for the purposes of this section as days when an employee is regularly scheduled to work. If an employee uses compensatory time or vacation leave to prevent being mandated for overtime, the time requested will be deducted and paid regardless of whether or not the time is taken. (b)

The Sheriff's Office will use its best efforts to equalize overtime assignments amongst the bargaining unit employees regularly assigned to perform the work within each classification.

- (c) Overtime shall be audited by the Sheriff or his designee at the end of each work period or, if practicable, on a daily basis.
- (d) Employees may volunteer to work either the entire shift, the first half of the shift, or the last half of the shift. Once an employee selects their preference, they may not change it nor trade overtime selections.
- (e) Voluntary overtime will be filled by seniority on a rotating basis with preference given to the most senior bargaining unit employee within each classification with the least amount of overtime hours, including hours of projected overtime as of the time of the overtime posting, and volunteering to work the entire shift. A bid for an entire shift prevails over a split shift, regardless of current hours.
- (f) If all employees are offered overtime and refuse, then prior to forcing an employee to work such assignment, the Employer shall assign such overtime to a qualified employee, or employees not in the equalizing group who volunteered for such assignment and are members of the bargaining unit.
- (g) If no employee chooses to work the available overtime, then the time will be mandated to the bargaining unit employee with the lowest amount of overtime hours, including hours of projected overtime as of the time of the overtime posting. If it is a tie, the least senior employee will be mandated to work.
- (h) Mandated hours that are not previously as volunteer overtime shall be assigned in the following manner. The on-shift employee shall work four (4) additional hours at the completion of his shift and the oncoming shift to work four (4) additional hours immediately preceding the start of his shift. If there is a tie, the least senior employee will be mandated to work. The Employer shall assign the overtime in reverse seniority order; the least senior employee who has not been previously directed by the Employer to work overtime shall be directed to work the hours until all employees have been required to work at which time the process shall repeat itself. An employee will not be mandated for overtime on their scheduled days off.
- (i) There shall be two (2) overtime lists, one list for voluntary overtime described above in subsection 7.7(e) and a mandatory list described above in subsection 7.7(g).

- (j) The Sheriff or his designee will not call any person for overtime if it involves additional work necessary to complete an investigation or report which happened on a previous shift. That overtime shall be assigned to the individual involved when the event giving rise to the overtime occurred.
- (k) The Union or any employee, upon request, shall be allowed to review records of overtime.
- (l) The parties shall meet in three (3) months to evaluate the process and make changes where appropriate. All changes shall be reduced to writing and signed by both the Sheriff and the Union.

Section 7.8 – Compensatory Time

Employees in the bargaining unit shall be permitted accumulation of up to eighty (80) hours of compensatory time at the employee's discretion. Any further accumulation of compensatory time must be approved by the Sheriff or his designee. Use of compensatory time may be scheduled so as to permit the Sheriff to fill in for the vacant employee with a cross-trained person. Notice of the employee's desire to take overtime as compensatory time must be given to the Sheriff or his designee within twenty-four (24) hours of becoming eligible, otherwise it will be paid in cash. Employees may carry over up to sixteen (16) hours of compensatory time into the next fiscal year. Any other unused compensatory time will be paid in cash to the employee in the last paycheck of the fiscal year at their then current hourly rate.

Section 7.9 – Callback Pay

Any employee called back to work outside of their regularly scheduled shift or their regularly scheduled days off, shall be paid a minimum of two (2) hours at time and one-half (1 ½). Prior to dismissing an employee who is called back to work outside of their regular shift, the Sergeant shall require any reports relevant to that call-out be completed in a legible manner.

If the employee has been called back to take care of an emergency, the Sheriff shall not require the employee to work the entire two (2) hour period if the emergency or other work necessary to operations does not require it.

Section 7.10 – Meal Periods and Breaks

Employees shall receive a paid thirty (30) minute meal period to be scheduled near the middle of each work shift.

When duty permits, there shall be two (2) rest periods of fifteen (15) minutes each during the regular shift, the first during the first half of the shift and the second during the second half of the shift. Employees who, for any reason, work beyond their regular quitting time into the next full shift shall receive a fifteen (15) minute rest period before they start to work such shift if duty permits. If duty at the time does not permit, then the rest period shall occur as soon thereafter as possible. In addition, they will receive the normal rest periods that occur during the shift.

Section 7.11 – Training

Available training(s) approved by the Sheriff for attendance by members of the Sheriff's Office will be posted on the duty schedule bulletin board. Any personnel interested in attending such training(s) should place their name on the training form. The Sheriff, or his designee, will then notify those officers, based on manpower needs, who have been approved to attend. Bargaining unit employees from time-to-time may be required to attend specific training. Whether mandated or by voluntary sign-up and approval, the Sheriff's Office will compensate those who attend at their appropriate rate of pay based on hours worked during the work period in which the training occurred.

No officer will be compensated for training unless their attendance has been previously approved. In addition, for attendance at training which will last for a period longer than one (1) day, the Sheriff, in his discretion, may require some work schedule adjustments in order to allow for sufficient time for travel or rest prior to beginning the training. This type of adjustment will in no way penalize an employee regarding the counting of hours worked during the work period and the Sheriff shall be permitted to make necessary scheduling changes in order to accommodate the training programs notwithstanding anything herein contained in this Agreement to the contrary.

The Sheriff's Office will attempt to accommodate employee training requests when the costs are budgeted, and the training will benefit the Sheriff's Office sufficiently to warrant the expense.

Section 7.12 – Trade Days

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

Employees wishing to trade days shall fill out the appropriate form as provided by the Sheriff. If an employee agrees to trade days, they are responsible for reporting to work on the date(s) they agree to work.

ARTICLE VIII – RECORDS, FORMS AND PERSONNEL FILES

Section 8.1 – Attendance Records

The Sheriff shall maintain accurate daily attendance records. An employee shall have the right to review their time and pay records on file with the Sheriff's Office.

Section 8.2 – Notification of Absence

An employee shall, whenever possible, provide at least two (2) hours' notice of absence from work.

Absence of an employee for more than two (2) consecutive workdays without reporting to the Sheriff or the person designated by the Sheriff to receive such notification shall be cause for discharge or suspension. The above provisions shall not apply so long as the employee then notifies as soon as it is physically possible.

Section 8.3 – Records

All public records of the Employers shall be available for inspection upon written request by the Union, pursuant to State and Federal Law.

Section 8.4 – Forms

An employee required to sign any form prepared by the Employers shall be given a copy of such forms at the time the employee's signature is affixed.

Section 8.5 – Employee Personnel Files

Except as modified by Section 6.7, the Employers and Union agree to comply with the Illinois Personnel Records Act, 820 ILCS 40/1.

ARTICLE IX – PROBATIONARY EMPLOYEES

An employee is a probationary employee for their first (1st) year 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 they have completed their probationary period. Upon the completion of their probationary period, they will acquire seniority from their date of hire.

Probationary employees shall not be entitled to the privilege of bidding shifts.

ARTICLE X – LEAVES OF ABSENCE

Section 10.1 – Jury Leave

Any employee called for jury duty or subpoenaed by a legislative, judicial, or administrative tribunal, shall be allowed time away from work with pay, except in matters of non-work-related personal litigation. Upon receiving the sum paid for jury service or witness fees the employee shall submit the warrant or its equivalent to the Employers to be returned to the fund from which the original payroll warrant was drawn.

Section 10.2 – Personal Leave

- (a) All full-time employees shall be permitted three (3) personal days off each fiscal year. Employees entitled to receive such leave must enter at least six (6) months of service during the year.
- (b) Personal leave, if taken, must be used in increments of one-half (1/2) day.
- (c) Except for emergency situations, which preclude the making of prior arrangements, such day off shall be scheduled sufficiently in advance in order to be consistent

with the operating needs of the Sheriff's Office. Emergency situations shall not preclude the employee from first obtaining approval from their supervisor.

- (d) Employees who ask for and are denied use of their personal leave shall be entitled to payment for the unused personal leave at the end of each year.
- (e) Failure to request the use of personal leave shall cause forfeiture of the same.

Section 10.3 – Sick Leave Allowance

(a) *Accrual*

Each regular full-time employee will receive eight (8) hours of sick leave per month.

(b) *Use of Sick Leave*

Sick leave may not be taken in increments of less than thirty (30) minutes. Sick leave may be used for appointments with a doctor, dentist, or other medical practitioner, or for serious illness, injury, or disability of the employee, the employee's child, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, stepparent, or persons under the employee's legal guardianship when the employee's presence is necessary or as is required by the Americans with Disabilities Act, the Family and Medical Leave Act, and the Illinois Human Rights Act.

(c) *Procedures*

- (i) All foreseeable leave for such purposes shall require a specific prior approval of the Sheriff; such approval shall not be unreasonably withheld.
- (ii) An employee calling in sick must report via telephone at least two (2) hours before the start of their scheduled shift, except in emergency situations where the employee is physically incapable of calling.

(d) *Verification*

- (i) For employee's working an eight (8) or eight and one-half (8 ½) hour workday, a signed verification by a health care provider of the ability to return to work may be required if the employee is absent from work three (3) or more consecutive days.
- (ii) For employee's working a ten (10) or twelve (12) hour workday, a signed verification by a health care provider of the ability to return to work may be required if the employee is absent from work two (2) or more consecutive days.
- (iii) All employees agree to cooperate fully with the Sheriff's Office in verifying illness or injury; to the extent permitted by law.
- (iv) A signed verification by a health care provider may be required if the Sheriff has reasonable grounds to suspect abuse or misuse of sick leave.

(e) *Pregnancy*

Pregnancy will be treated as ordinary illness or as any other disability as required by law.

(f) *Notification*

Employees taking a sick leave day must notify their supervisor prior to each day's shift of each day's absence unless the supervisor has a prior understanding of the duration of the employee's expected sick leave.

(g) *Sick Leave Abuse/Misuse*

For the purposes of this subsection, "abuse" of sick leave is the utilization of such for reasons other than those stated in Sections 10.3 and 10.4 of this Article. Abuse of sick leave shall subject the employee to disciplinary action pursuant to the terms of this Agreement.

Section 10.4 – Sick Leave Accumulation and Payment

(a) *Accumulation*

Sick leave may accumulate up to and including three hundred thirty-six (336) hours. At the end of each calendar year, any employee who has accumulated more than two hundred forty (240) hours will be compensated for them at the end of the year for one-half (1/2) of the hours accumulated in excess of two hundred forty (240) hours, unless the employee gives written notice that they wish to accumulate such days in their sick leave accumulation pool. The other one-half (1/2) which are not compensated for shall be added to an extended illness sick leave accumulation pool which may accumulate up to a maximum of one thousand nine hundred twenty (1,920) hours to be applied to Illinois Municipal Retirement Fund (IMRF) pension service credit. The additional accumulation above three hundred thirty-six (336) hours shall not be paid to the employee upon resignation or termination. However, it may, if allowable by law, be used as credit toward early retirement as provided for under IMRF. Use of sick leave during the year shall be credited first against the two hundred forty (240) hour pool for normal sick leave and the additional accumulation of sick leave for extended illness shall not be used until the normal two hundred forty (240) hour pool has been exhausted.

(b) *Payment*

At resignation, layoff or retirement, the employee will be compensated for unused sick leave not to exceed one hundred sixty-eight (168) hours of sick leave. Such payment shall be made no earlier than the sixty-first (61st) day after retirement. At the employee's option the accumulated sick leave may be converted to service credits in lieu of cash payment.

Section 10.6 – Donation of Unused Vacation or Sick Leave

Where an employee has exhausted all paid leave benefits and is on unpaid leave of absence, any bargaining unit employee who desires to donate up to one (1) week of their earned, unused vacation benefits under Section 12.1, shall complete a vacation donation authorization and file it with the Sheriff, or his designee, and the County Clerk. Any donation authorized shall be deducted from the employees authorizing the donation and paid or credited to the employee on leave to allow for their salary continuation. When an employee has already used or scheduled all of the

vacation earned or to be earned for the year, the Employers may donate to the employee on unpaid leave, any sick leave days in excess of thirty (30) days for which the employee would be eligible for payment under Section 10.4(a), and such days shall be paid or credited to the employee on leave to allow their salary continuation. Any salary continuation hereunder shall not convert the unpaid leave to paid leave or extend any leave to the absent employee under the Agreement.

Section 10.7 – Bereavement Leave

- (a) A full-time employee shall be granted time off from duties with pay not chargeable to accrued leave between the time of death and the time of the funeral or memorial service for certain individuals as follows:
 - (i) up to five (5) workdays for an employee’s parents, spouse, domestic partner, or children, (including step or adopted); and
 - (ii) three (3) workdays for stepparents, grandchildren, brothers, sisters, grandparents, grandparents-in-law, parents-in-law, brothers-in-law, sisters-in-law, legal guardians/wards, or other blood relatives residing in the employee’s household.
- (b) If additional leave is needed due to extenuating circumstances or other deaths, the Sheriff may approve the use of sick leave or other accumulated time, which shall not be unreasonably denied.
- (c) The Sheriff and the County also agree to follow the Family Bereavement Leave Act (820 ILCS 154). Any time used under subsections (a) and/or (b) shall count toward the time provided for under the Family Bereavement Leave Act.

Section 10.8 –Line of Duty Injury or Death

(a) Line of Duty Injury

Whenever any full-time Deputy, Jailer, Animal Control Officer, or Telecommunications Officer suffers any injury in the line of duty, (inflicted or caused by violence or while in pursuit of a suspected criminal or in response to any other emergency situation) as a direct result of doing their duty for the County of Fulton, which causes them to be unable to perform their duties, such employees shall continue to be paid on the same basis as they were paid before the injury. Said paid leave shall be for a period of no longer than one (1) cumulative year in relation to the same injury. All applicable benefits shall continue during such period as if they were working. Any salary compensation due from Workmen’s Compensation or any salary due from any type of insurance, which may be carried by the Employers, shall revert to the Employers during the time continuing compensation is paid.

(b) Line of Duty Death

Whenever any full-time Deputy, Jailer, Animal Control Officer, or Telecommunications Officer is killed while acting in the line of duty or while engaged in the performance of their duties for the Fulton County Sheriff’s Office, the employee’s surviving spouse, if any, shall receive the employee’s pay on the same basis as the employee was paid at the time the employee was killed

for a period of no longer than one (1) year. All applicable benefits (with the exception of IMRF deductions) shall continue during such period.

(c) *Disqualifying Events*

Employees shall not be eligible for benefits contained in Sections 10.8(a) and 10.8(b) if the employee's actions are reckless or acts of willful and wanton misconduct.

Section 10.9 – Military Leave

The Employers agree to follow all State and Federal law(s) regarding military leave.

Section 10.10 – Discretionary Leaves of Absence

Leave of absence without pay may be granted for the following reasons and purposes:

- (a) Illness of any employee properly certified by a physician chosen by the Employers and, if the Employers' physician is unacceptable to the employee, then by a physician chosen by the employee. If the physician chosen by the employee is unacceptable to the Employers, then a third physician shall examine the employee who shall be chosen by the Employers. Each party will pay for their own physician.
- (b) Any reasonable request may be considered by the Employers.

Section 10.11 – Procedure for Leaves of Absence

Application of an employee for a Leave of Absence shall be made to the Sheriff. The Sheriff shall approve or disapprove of the Leave of Absence as provided for hereinabove giving reasons for any objection to a leave of absence if requested by an employee. Applications for a Leave of Absence shall be made ten (10) days in advance. Failure to do so may result in denial of the leave of absence. In appropriate situations involving cases of illness or injury or other emergency where it is not feasible to make application in due time, the Sheriff may grant such leave of absence retroactively. An employee who accepts a position of gainful employment other than that for which the leave is granted without the written approval of the Merit Commission or Sheriff shall be deemed to have resigned. Any employee on leave of absence will retain no official capacity in the Sheriff's Office and must surrender all credentials.

Section 10.12 – Seniority During Leave

For purposes of seniority under this Article and other applicable Sections of this Agreement, if leave of absence is granted for the reasons and purposes set forth in this Article, the seniority of the employee involved shall accumulate during the period of such leave of absence. If leave of absence is granted for any other reason or purpose, the seniority of the employee shall not accumulate unless specifically authorized by the Sheriff pursuant to the leave of absence request. Employees who are on a leave of absence due to a work-related injury or sickness or non-work-related injury or sickness or other leave, shall forfeit all seniority and unaccrued benefits under this Agreement after the limitation period as provided for within this Section. Provided that during the limitation periods contained herein for injury or sickness, said employee will be permitted to return, seniority permitting, upon being released by the Employers' doctor. During the period of leave, Employers can request verification from the Employers' doctor every three (3) months.

Notwithstanding anything herein to the contrary in this Agreement, seniority will be maintained as follows:

- (a) Paid leave – indefinitely;
- (b) Workers’ Compensation – eighteen (18) months;
- (c) Line of Duty Injury – one (1) cumulative year;
- (d) Other leaves, family leaves and others if granted by Employers’ – six (6) months; and
- (e) Military Leave – per State and Federal Law.

Vacation and holiday benefits will only be paid to those employees who actually work or who are scheduled off or who are injured in the line of duty. After the limitation period for sickness or injury, employees, upon being released by their doctor, shall be given preferential hiring, and placed first on the availability list for openings in a position for which they are qualified, which may not necessarily be the position that they were in at the time of leave, which may come due from time to time.

When an employee returns from any leave of absence permitted by this Agreement, the employee shall return to the same or similar position on which the employee was incumbent prior to commencement of such leave, seniority permitting. If the employee does not have the seniority, the layoff provisions of the Agreement shall apply.

Section 10.13 – Return After Leave

Any employee returning to duty after authorized leave of absence granted by the Sheriff or County Board shall be returned to the same rank and position, they held at the time the leave was granted. Any employee who does not return from a leave of absence originally granted by the Commissioner, the County Board, and any extensions thereof, shall lose all seniority and their employment status with the Employers shall terminate unless failure to return is for good cause.

Section 10.14 – Paid Paternity or Maternity Leave

- (a) Employees will receive one (1) week of paid leave for the birth or adoption of a new child(ren).
- (b) The one (1) week of paid leave must be taken immediately after the birth or adoption of a new child(ren).
- (c) The one (1) week of paid leave shall be designated as protected leave under the Family Medical Leave Act (“FMLA”) and shall count toward the amount of protected FMLA leave an employee is entitled to under FMLA.

ARTICLE XI – NO STRIKE – NO LOCKOUT

During the term of this Agreement there shall be no strikes, work stoppages or slowdowns.

No lockout of employees shall be instituted by the Employer or their representatives during the term of this Agreement.

ARTICLE XII – VACATION

Section 12.1 – Vacation Accrual

An employee shall be granted vacation under the following schedule:

Years of Service	Paid Vacation Earned
After six (6) months	Forty (40) hours
After one (1) year	Eighty (80), which includes the forty (40) above
After five (5) years	Ninety-six (96) hours
After ten (10) years	One hundred thirty-six (136) hours
After fifteen (15) years	One hundred sixty (160) hours
After twenty (20) years	One hundred seventy-six (176) hours
After twenty-five (25) years	Two hundred (200) hours

Section 12.2 – Vacation Requests

Requests for annual vacation should be submitted to and approved by the Sheriff at least fifteen (15) days prior to the beginning date of the next posted schedule. Requests shall not be unreasonably denied. Employees are encouraged to take annual vacations in periods of at least one (1) week at a time.

Section 12.3 – Record of Vacation Leave

Employers shall keep a record of the individual employee’s accumulated vacation and will notify employee, upon request, of vacation time earned and used to date.

Section 12.4 – Payment Upon Separation

Upon separation for any reason, the employee shall be paid for all accumulated vacation time.

Section 12.5 – Vacation Bidding

Employees shall bid vacation December 1st through December 31st of each year and seniority shall prevail on selection of vacation requests. Any selections for vacation, all to be approved by the Sheriff, not made during December 1st through December 31st, shall be permitted on a first-come first-serve basis regardless of seniority.

Section 12.6 – Vacation Use

Vacation time must be scheduled so that it may be taken no later than twenty-four (24) months after the anniversary date on which it was earned. Employees who have more than three (3) weeks’ vacation may by mutual agreement with the Sheriff receive pay in lieu of time-off. If during the last five (5) months of the twenty-four (24) month period described above, vacation remains unused by an employee, then the Sheriff shall require an employee to take time off unless it is scheduled to be used by the employee before the end of the twenty-four (24) month period. Failure to use and schedule the unused vacation time before the end of the twenty-four (24) month

period shall cause the employee to forfeit the same unless the employee makes a reasonable request for vacation time and it is denied.

ARTICLE XIII – HOLIDAYS

Section 13.1 – Observed Holidays

- (a) Except for the Animal Control Officer, employees who work the following holidays shall be paid straight time and holiday pay at their hourly rate or may be given the actual holiday time off if manpower requirements permit. Employees scheduled to work a holiday shall be given as much advance notice as practical. The Animal Control Officer shall be given the actual holiday time off.
- (b) Holidays shall be designated as follows:

Holiday	Observed Date
Christmas Eve	December 24 th
Christmas Day	December 25 th
New Year’s Eve Day	December 31 st
New Year’s Day	January 1 st
Martin Luther King Day	3 rd Monday of January
President’s Day	3 rd Monday of February
Good Friday	Friday before Easter
Memorial Day	Last Monday of May
Independence Day	July 4 th
Labor Day	1 st Monday of September
Columbus Day	2 nd Monday of October
Veterans Day	November 11 th
Thanksgiving Day	4 th Thursday of November
Day After Thanksgiving	4 th Friday of November

- (b) Effective December 1, 2023, holidays shall be designated as follows:

Holiday	Observed Date
Christmas Eve	December 24 th
Christmas Day	December 25 th
New Year's Eve Day	December 31 st
New Year's Day	January 1 st
Martin Luther King Day	3 rd Monday of January
President's Day	3 rd Monday of February
Good Friday	Friday before Easter
Memorial Day	Last Monday of May
Juneteenth	June 19 th
Independence Day	July 4 th
Labor Day	1 st Monday of September
Columbus Day	2 nd Monday of October
Veterans Day	November 11 th
Thanksgiving Day	4 th Thursday of November
Day After Thanksgiving	4 th Friday of November

Section 13.2 – Payment for Holidays

Upon separation for any reason, the employee shall be paid for all accrued holidays.

Section 13.3 – Payment for Working Holidays

Employees who work 4th of July, Christmas Day, New Year's Day, or Thanksgiving Day shall be paid time and one-half (1 ½) for all hours worked in addition to their regular holiday pay. Employees who work the remaining holidays shall be paid straight time and holiday pay at their hourly rate or may be given the actual holiday time off if manpower requirements permit.

Section 13.4 – Holiday While on Vacation or Sick Leave

If a holiday is observed while an employee is on sick leave for three (3) or more consecutive days or vacation for one (1) week or more, said holiday will not be charged against the employee's sick leave or vacation time.

Section 13.5 – Eligibility

In order to receive holiday pay, an employee must work the last scheduled day before, and the first scheduled day after the holiday unless such employee is on a personal day, vacation leave, compensatory time, bereavement leave, pre-scheduled sick leave, or medical emergency.

ARTICLE XIV – INSURANCE AND PENSION

Section 14.1 – Health Insurance

Employees shall pay thirty percent (30%) of the health insurance premiums for employee only, employee plus spouse, employee plus child(ren), or family to be deducted in equal amounts each pay period.

The County reserves the right to initiate cost containment plans such as PPO's or other similar types of cost saving programs so long as it does not substantially change the benefits given to the employees.

If the County is required to change any of the benefits currently being offered to the Union, then they will agree to sit down and discuss the same with the Union prior to implementation.

The County agrees to maintain the Internal Revenue Service Section 125 Plan to allow employees to pay their health care costs and childcare costs through this plan as provided for by the Internal Revenue Service Regulations.

Section 14.2 – Health Insurance Committee

A joint Health Insurance Committee shall be formed and be comprised of the following persons who accept invitation to participate:

- (a) A representative from the Circuit Clerk's Office Union employees;
- (b) A representative from the Courthouse Union employees;
- (c) A representative from the County Nursing Home employees;
- (d) A representative from the Sheriff's Office Union employees represented by AFSCME;
- (e) A representative from the Sheriff's Office Union employees represented by the Illinois Fraternal Order of Police Labor Council;
- (f) A representative from the Highway Department Union employees; and
- (g) A representative from non-union employees.
- (h) Seven (7) representatives or an equal number of Employer representatives from the County Board including the County Clerk.

This Committee shall be empowered to research and analyze the existing coverage and benefits, as well as available plans, to recommend possible changes to the existing plan; additions to the existing plan; changes in insurance providers, and/or other cost containment measures. The Committee shall only make recommendations to modify the existing plan; change plans; and/or make cost containment measures with a majority vote of the Committee. The Fulton County Board shall have the final authority to approve or disapprove such recommendations of the Health Insurance Committee.

Section 14.3 – Illinois Municipal Retirement Fund

The Employers agree to pay the Employers' share of the IMRF contributions required for each employee.

Section 14.4 – Paid Retiree Health Insurance

(a) Employees Hired Prior to December 1, 2023

Employees who have become entitled to a pension under the provisions of Illinois Municipal Retirement Fund (IMRF) and have at least ten (10) years of service with Fulton County at the time of retirement, shall be eligible to have the County pay the amount of the applicable premium for such insurance until the retiree and their spouse have attained the age of sixty-five (65) years.

Upon attaining the age of sixty-five (65) years, or such other age as Congress may subsequently determine for Medicare, this coverage shall terminate, and the retired employee shall make application to Medicare or its successor program. The County shall offer Medicare supplemental insurance through the County's group insurance carrier. Retirees who elect to buy Medicare supplemental insurance through the County shall pay the same percentage as those retirees under the age of sixty-five (65) years.

(b) Employees Hired After November 30, 2023

- (i) Employees who have reached the minimum retirement age under the provisions of Illinois Municipal Retirement Fund (IMRF) and have at least twenty (20) years of service with Fulton County at the time of retirement, shall be eligible to have the County pay the applicable percentage of the premium for insurance for the retiree and their spouse at the time of retirement, if any, until the retiree has attained the age of sixty-five (65) years. The retiree shall be responsible for one hundred percent (100%) of the premium for any other dependents.
- (ii) Upon attaining the age of sixty-five (65) years, or such other age as Congress may subsequently determine for Medicare, this coverage shall terminate, and the retired employee shall make application to Medicare or its successor program. The County shall offer Medicare supplemental insurance through the County's group insurance carrier. Retirees who elect to buy Medicare supplemental insurance through the County shall pay the same percentage as those retirees under the age of sixty-five (65) years based upon the retiree's years of service with Fulton County.
- (iii) The retiree shall be responsible for sixty-seven percent (67%) of the premium for the person who was their spouse at the time of retirement, if any, until said spouse has attained the age of sixty-five (65) years.
- (iv) Once said spouse, if any, has attained the age of sixty-five (65) years, the County shall pay the applicable percentage of the premium based upon the retiree's years of service with Fulton County. The retiree shall be responsible for one hundred percent (100%) of the premium for any other dependents.

(vii) The applicable percentages of the premiums for employees hired after November 30, 2023 to be paid by the County are attached to this Agreement as Appendix B.

(c) *Premiums*

Employee Premiums shall continue to be set by the Fulton County Board on a yearly basis.

ARTICLE XV – GENERAL PROVISIONS

Section 15.1 – Health and Safety

Where both the Employers and the Union agree to the existence of an unsafe or unhealthy working condition, the Employers shall attempt to correct it within a reasonable time utilizing existing budget funds. If no budget funds are then available, the Employers may make provisions for such corrections in its next budget.

Section 15.2 – Labor/Management Committee Meetings

For the purpose of maintaining communications between labor and management, the Sheriff will meet with the Union, upon their request, once every two (2) months to discuss and resolve problems of mutual concern. The party requesting the meeting shall provide the other party with a list of items to be discussed at the meeting. The meetings shall be limited to no longer than two (2) hours and no more than five (5) Union employees shall participate in the meeting.

Section 15.3 – Bulletin Boards

The Employers agree to provide one (1) bulletin Board for the exclusive use of the Union. The board shall not be less than 24” x 24” in size and shall be easily accessible to all employees.

Section 15.4 – Time Off for Union Activities

Accumulated time off permitting, local Union representatives shall be allowed time off for legitimate Union business meetings provided such representative shall give three (3) days’ notice to their supervisor of such absence. The employee must use accumulated time in lieu of taking such without pay.

Section 15.5 – Rate of Pay

Any time off with pay provided for under this Article shall be at the employee’s hourly base rate of pay as though the employee were working.

Section 15.6 – Union Activity During Working Hours

Provided it does not unreasonably interfere with the operation of the Sheriff’s Office and the duties of the employee, an employee shall, after giving appropriate notice to their supervisor, be allowed reasonable time off with pay during working hours to attend meetings which may arise as a result of this Agreement which are called or agreed to by the Sheriff, if such employees are entitled or required to attend such meetings. An employee shall not be paid any wages to attend any meetings that are scheduled outside of their regularly scheduled working hours.

Section 15.7 – Clothing

- (a) The items listed in Appendix C are required by the Sheriff and shall be provided by the Employers.
- (b) Replacement of items in Appendix C will be provided on an as needed basis. Requests should be made in writing to the Sheriff. Requests will not be unreasonably denied.

Section 15.8 – Special Assignments

All special assignments will be offered to Sheriff's Office staff within job classifications from a list of personnel who have indicated their desire for consideration to that assignment. Special assignment opportunities will be posted on a scheduled bulletin board for a period of no less than ten (10) days and will state the nature and location of the assignment. If no one signs up for the special assignment, then assignment will be made at the Sheriff's discretion. In determining who will be assigned to a special job, the Sheriff will use the following factors:

- (a) Seniority, experience, attitude and demeanor, ability to communicate education, aptitude, genuine desire for the position, work history, appearance, physical requirements, and Employer evaluations.
- (b) Any employee assigned to the West Central Illinois Drug Task Force shall be required to undergo any drug or alcohol testing required prior to admittance or pursuant to State Police Policy.

Section 15.9 – Female Transports

Where there is any mobile transport of a female outside Fulton County or adjacent counties, other than an arrest, another sworn employee will accompany a male deputy.

Section 15.10 – Federal Transport

A voluntary list will be established of bargaining unit and command staff employees who want to voluntarily work Federal Transport Details. This list will be posted for sign-up each quarter where employees will be given a week to place their name on the volunteer list. If six (6) (at least three (3) bargaining unit Deputies) or more bargaining unit and command staff employees sign up for the volunteer list, the one (1) Deputy for each Federal Transport will be taken from the volunteer list. The other Deputy required will be an on-duty unit. Overtime will be tracked separately from the normal overtime list for bargaining unit employees and will be offered for Federal Transports to the lowest overtime person. If all of the employees turn down the Federal Transport, then the lowest person on the volunteer list will be mandated to take the Transport.

The Employer agrees to give monthly figures of overtime hours of all employees on the volunteer list.

In the event six (6) (at least three (3) bargaining unit Deputies) or more employees do not sign up on the voluntary list for Federal Transports each quarter then the current method of handling the transports will be followed. The current method consists of posting the Federal

Transport on a Federal Transport form, placed on the secretary's door for Deputies to volunteer for the overtime. If no Deputy takes the overtime, then two (2) on-duty Deputies are assigned the Transport.

Section 15.11 – Educational Reimbursement

The Employers shall provide an annual fund of six thousand dollars (\$6,000) for bargaining unit employees to attend college subject to approval by the Employer. Employees must submit a request for course approval to the Sheriff for his authorization in advance and must complete the course with a C or better grade to be eligible for reimbursement. Requests shall be approved based upon the needs of the Sheriff's Office as determined by the Sheriff.

Section 15.12 – Physical Fitness Program

(a) Policy Statement

It is the policy of Fulton County and the Sheriff of Fulton County that the public has the absolute right to expect persons employed in this bargaining unit to report to work fit and physically ready for duty and to set a positive example for the citizens they serve.

Both AFSCME Council 31 and the Sheriff hereby acknowledge the importance of physical health and well-being in each Employee's continued performance with the Sheriff's Office.

(b) Participation

Participation in the Physical Fitness Program is voluntary and unpaid. If an Employee is under any medical restrictions, they shall not be able to participate in the Physical Fitness Program.

(c) Standards

The Sheriff adopts the Illinois Police Training and Standards Board ("ILETSB") Physical Fitness Program as the testing standards. The standards each year shall be based on the then current ILETSB standards for their gender and age.

(d) Achievement Bonus

An Employee who successfully completes the test each year shall receive an "achievement bonus" of four hundred dollars (\$400.00) (subject to normal withholding deductions and taxes).

Section 15.13 – Indemnification

(a) Civil Litigation

In any civil cause of action brought against an Employee, resulting from, or arising out of the performance of their duties, the Employee shall be entitled to the applicable provisions and conditions set forth in 55 ILCS 5/5-1002.

(b) Legal Representation

Employees shall also be entitled to legal representation by County and/or the Sheriff, pursuant to 55 ILCS 5/5-1002. The County shall pay legal fees at the rate normally paid for such services in the community, provided, however, that the Employers retain the right to select qualified counsel.

(c) *Cooperation During Civil Litigation*

Employees shall be required to cooperate with County and/or the Sheriff during the course of the investigation, administration, or litigation of any claim referred to in this Article.

(d) *Applicability*

The County and the Sheriff will provide the protections set forth in subsections (a) and (b) above, so long as the employee is acting within the scope of their employment and where the employee cooperates, as defined in subsection (c), with the Employers in defense of the action or actions or claims. Any claims or charges against an employee filed by either of the Employers are beyond the scope of this Article.

ARTICLE XVI – SENIORITY

Section 16.1 – Definition

Seniority shall be defined as an employee’s date of hire within his classification for all wage and benefits pursuant to this Agreement.

Section 16.2 – Termination

Seniority shall be terminated when an employee:

- (a) Voluntarily resigns;
- (b) Is discharged, provided that should the employee be returned to their position, their seniority shall be reinstated;
- (c) Is laid off for a period of eighteen (18) months;
- (d) As provided for in Section 10.12 of this Agreement; and
- (e) An absence of three (3) or more consecutive workdays without notice to the Sheriff.

ARTICLE XVII – LAYOFF AND RECALL

Section 17.1 – Layoff Procedures

- (a) All temporary and part-time employees shall be laid off prior to the layoff of any full-time bargaining unit employee.
- (b) Layoff shall be by position classification.
- (c) Employees in the appropriate layoff unit shall be laid off in inverse order of seniority.

Section 17.2 – Notice

The County and/or the Sheriff shall notify the Union thirty (30) days in advance of a scheduled layoff. Such notice shall contain the details of layoff with respect to the reasons for such layoff, the number of affected employees and the position classification.

Section 17.3 – Recall

- (a) When permanent vacancies occur within the position classification of any laid off employee, affected employees shall be recalled in accordance with seniority.
- (b) An employee laid off shall retain and accumulate seniority and continuous service during such layoff for a period of eighteen (18) months.
- (c) The employee’s right to recall shall exist for a period of eighteen (18) months from the date of layoff.

ARTICLE XVIII– PAST PRACTICE

Excepting policy to administer this Agreement, the Employers and the Union agree that during the period of this Agreement they shall not unilaterally change any past practices enjoyed by members of the bargaining unit and Management.

When past practice conflicts with the express terms of this contract, the contract shall prevail. The absence of any contractual language in this Agreement, which was formerly included in previous Agreements, shall not be deemed a past practice.

ARTICLE XIX – WAGES

Section 19.1 – Wage Schedule

Effective December 1, 2022, the schedule of wages for bargaining unit employees shall be as shown on in Appendix A. The wage increases shall be retroactive for all employees who are on the Employers’ payroll as of the date of execution of this Agreement.

Section 19.2 – Shift Differential

Employees who are regularly scheduled to work the evening work period, defined as 3:00 P.M. to 11:00 P.M. or the night work period, defined as 11:00 P.M. to 7:00 A.M. shall receive the agreed upon shift differential per hour pay increase when working such shift. Employees scheduled to work shift coverage overtime during the same periods shall also receive the differential. Any other type of overtime during these same periods shall not receive shift differential. The shift differential for both the evening and night work period is fifty cents (\$0.50).

Employees who work on a swing shift or power shift which extends into either of the above defined evening or night shift hours would receive the appropriate corresponding shift differential per hour pay increase for the hours worked during those times.

Section 19.3 – Temporary Rank

On any shift where a supervisor is not present, the senior Deputy shall receive one dollar and twenty-five cents (\$1.25) per hour for all hours worked during the shift without the supervisor.

Section 19.4 – Special Assignments

Employees assigned by the Sheriff as Investigator, K-9 or DARE officer (classroom duties only), and those assigned to task force duties shall receive an additional seventy-five cents (\$0.75) per hour added to their hourly base rate while performing those duties. Field Training Officer, Jail

Training Officer and Telecommunication Training Officer shall receive an additional seventy-five cents (\$0.75) per hour added to their hourly base rate while assigned a trainee for hours worked while training.

ARTICLE XX – VACANCIES

Section 20.1 – Definitions of Permanent Vacancy

For purposes of this Article, a permanent vacancy is created:

- (a) When the Employers determine to increase the work force and fill a new position.
- (b) When any of the following personnel transactions take place and the Sheriff determines to replace the previous incumbent: Termination, transfer, promotion, or related transactions.

Section 20.2 – Posting

Permanent vacancy shall be posted on the Employers' and other appropriate bulletin boards for a period of five (5) working days prior to advertising vacancies to the general public. Any bargaining unit employee may request consideration for the position. The bid notice shall state the position classification, the shift, the work location and assignment, the rate of pay for such job, and required qualifications for the job.

Section 20.3 – Scheduling After Filling a Vacancy

When there is a vacancy in a shift that the Sheriff wishes to fill after realignment of the shift or schedules, if any, then the employees may bid the shift in accordance with Article VIII, Section 8.2, Paragraph 2, notwithstanding the time period for shift bidding provided therein.

ARTICLE XXI – EMPLOYEE TESTING

Section 21.1 – Statement of Policy

It is the policy of the Sheriff that the public has the right to expect persons employed by the Sheriff's Office to be free from the effects of drugs and alcohol. The Sheriff has the right to expect his employees to report to work fit and able for duty. In order to further the goal of obtaining a drug and alcohol-free workplace, the Sheriff has decided to implement a drug and alcohol testing program which we believe will help reduce accidents and casualties in Sheriff's Office, and will help discourage substance abuse and reduce absenteeism, accidents, health care costs and other drug and alcohol related problems. Finally, the Sheriff believes that this program will enhance the safety and health of our employees.

Section 21.2 – Prohibitions

The Sheriff prohibits the following conduct:

- (a) Consuming, possessing, or being under the influence of alcohol, cannabis, or illegal drugs (unless in accordance with duty requirements), at any time during the workday or anywhere on any County premises or job sites, including all County

and Sheriff's Office buildings, properties, vehicles and while engaged in Sheriff's Office business;

- (b) Illegally selling, purchasing, or delivering any illegal drug, cannabis, or alcohol.
- (c) Failing to report to their supervisor any known adverse side effects of medication or prescription drugs, which they are taking, which shall for purposes of this Policy, be considered illegal use of drugs.

Section 21.3 – Drug and Alcohol Testing Permitted

Where the Sheriff or his representative has reasonable suspicion to believe that an employee is then under the influence of alcohol, cannabis, or illegal drugs during the course of the workday, the Sheriff, or his representative shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. This shall not preclude the Sheriff's Office from investigating and discovering any additional evidence to present at any discipline hearing. Random testing of bargaining unit personnel may be included in addition to that authorized by Section 21.10. The foregoing shall not limit the right of the Sheriff's to conduct such tests as it may deem appropriate for persons seeking employment with the Sheriff's Office prior to their date of hire. All Sheriff's employees involved in a use of force or a vehicular accident that results in serious bodily injury to themselves or another while the employee is engaged in the performance of his/her duties or during the line of duty shall be required to submit to alcohol or drug testing as set forth in this Agreement.

Section 21.4 – Substances Tested

(a) Controlled substances

Any drug test required by Sheriff pursuant to this policy will analyze an individual's urine to test for the presence of drugs identified in 720 ILCS 550/3(a) and 570 Article II. Any levels detected above those amounts described in Exhibit A attached hereto and incorporated herein by reference shall conclusively deem the employee to be under the influence of a controlled substance or drug. After detection of a controlled substance by urine, a confirmatory test will be conducted by the Sheriff at their expense to determine the level of concentration in the employee's blood. Levels detected below those prescribed in Exhibit A shall not preclude the Sheriff from proving the employee has consumed or is under the influence of drugs.

(b) Alcohol

Any alcohol test required by the Sheriff pursuant to this policy will analyze an employee's breath to test for the presence of alcohol. The alcohol concentration of .02 or more based upon the grams of alcohol per 1,000 ml of blood shall be considered a position test presumptively concluding the employee is under the influence of alcohol. Test levels below .02 shall not preclude the Sheriff from proving the employee has consumed or is under the influence of alcohol.

Section 21.5 – Order to Submit to Testing

The Sheriff, or his designee, shall verbally explain the reason for suspicion at the time the employee is requested to take the test. This shall not preclude the Sheriff from investigating and

discovering any additional evidence to present at any discipline hearing. Once an employee is ordered to submit to testing as authorized by this agreement, they must do so within thirty (30) minutes. The Sheriff shall be permitted to consult with a representative of the Union within thirty (30) minutes of the time the order is given. No questioning of the employee shall be conducted without first affording the employee the right to union representation and/or legal counsel of the employee's choice, whichever is applicable. Refusal to submit to such testing will subject the employee to discipline, but the employees taking of the test shall not be construed as a waiver of any objection or rights that they may have. Right to counsel and union representation shall not delay the time in which the employee must take the test requested. Orders to submit to testing for suspicion while driving shall be in accordance with this Policy and/or State law.

Section 21.6 – Place of Testing

Any employee required to be tested pursuant to this Section, will be transported to an appropriate collection facility or testing facility by the Sheriff or his designee (not a bargaining unit member) to await collection and testing. Any employee failing to cooperate with any of the procedures prescribed above will be subject to discipline.

Section 21.7 – Tests to be Conducted

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

- (a) Use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act accredited by the Substance Abuse and Mental Health Services Administration (SAMSHA);
- (b) Ensure that the laboratory or facility selected conforms to all SAMSHA 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;
- (d) Collect a sufficient sample of the same body fluid or material from an employee to allow for initial screening, confirmatory test, and a sufficient amount to be set aside and 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 alteration;
- (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 acceptable method that provides quantitative data about the detected drug or drug metabolites;
- (g) Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense provided the employee notifies the Sheriff within seventy-two (72) hours of receiving the results of the tests;

- (h) The labor or hospital will report all test results that indicate presence of any controlled substance, but only after the confirmatory test is made showing a positive level of drugs;
- (i) Provide each employee tested and the Union with a copy of all information and reports received by the Employer in connection with the testing and the results; and
- (j) Provide that no employee will be the subject of any employment action that is without just cause. Any temporary reassignment, suspension or the like shall be immediately discontinued in the event of negative test results.

Section 21.8 – Right to Contest

The Union and/or the employee will have the right to file a grievance concerning any testing permitted by this agreement, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results or any other alleged violation of this testing policy. Such grievances shall be commenced at Step 2 of the grievance procedure.

Section 21.9 – Voluntary Request for Assistance

Except for employees who test positive for use of illegal drugs or cannabis at any level, the Sheriff, for first occurrences, shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling, or other support for an alcohol problem. The Sheriff may require reassignment of the employee with pay if they are then unfit for duty, as determined in the sole discretion of the Sheriff, for their current assignment or suspend them without pay if they are determined, in the sole discretion of the Sheriff, unfit for duty. All such requests shall be confidential to the fullest extent permitted by law and shall not be used in any manner adverse to the employee's interest except as required for disciplinary action against the employees of the Sheriff's Office. All requests and testing with positive test results shall be included in the employee's file for future disciplinary consideration, without limitation as to its use.

Section 21.10 – Continued Employment

Any employee who tests positive for alcohol or who voluntarily takes treatment for alcohol dependency shall be subject to periodic, random, or reasonable suspicion drug testing, as a condition of continued employment should they remain in the employment of Sheriff's Office for up to a period of twelve (12) months after the positive test. The same shall apply in the event the Sheriff decides to keep an employee who tests positive for any illegal use of drugs. Continued employment will also be conditioned upon the employee successfully completing any counseling which may be recommended by the Employee Assistance Program or the Sheriff as part of a program to seek the appropriate treatment as determined by any physician involved.

Section 21.11 – Discipline

Discipline of employees who test positive for drug or alcohol shall be subject to discipline pursuant to the terms on Article VI of this Agreement.

ARTICLE XXII – POST SHOOTING OR TRAUMATIC INCIDENT PROCEDURE

Section 22.1 – Intent

It is the intent of the parties to provide a method for dealing with post-traumatic stress that is resultant of being involved either directly or indirectly in a shooting or other critical incident that can produce post-traumatic stress syndrome.

Section 22.2 – Procedure

For any employee who critically injures another, or other post-traumatic stress cases as determined by a mental health professional, the following procedures shall be utilized:

- (a) Any employee who is directly involved in a shooting incident, or other incident as described in Section 22.1, shall be placed on administrative leave, at no loss of pay, for a minimum period of three (3) working days, or if warranted, until released by an MD or mental health professional.
- (b) Any other employee present at, or affected by the incident, may also be placed on administrative leave under the provisions of Section 22.2(a), at the discretion of the Sheriff.
- (c) The Critical Incident Debriefing Team or some other comparable organization or person shall be contacted to debrief and discuss the critical incident with the remaining employees who are or may be affected by the critical incident.
- (d) The family of the employee directly involved in the incident shall be allowed to present for the debriefing as outlined in Section 22.2(c).

ARTICLE XXIII – SAVINGS CLAUSE AND AMENDMENTS

Section 23.1 – Saving Clause

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any Court of competent jurisdiction, or under any applicable Federal or State law, such decision shall apply only to the specific Article, Section or portion thereof specified. Upon issuance of the applicable law or decision the Employers and the Union agree to immediately negotiate a substitute for the invalidated Article, Section, or portion thereof.

Section 23.2 – Mutual Agreements

It shall be understood that the provisions of this Agreement may be modified at any time upon mutual agreement of the parties, provided that all such mutual amendments shall be in writing and signed by authorized representatives of the parties to be binding.

ARTICLE XXIV – DURATION

This Agreement shall be in full force and effect from the 1st day of December 2022, to and including the 30th day of November 2026 and shall remain in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least one hundred eighty (180) days prior to the date of expiration.

It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice at least one hundred eighty (180) days prior to November 30, 2026, or November 30 of any subsequent contract year, advising that such party desires to continue this Agreement but also desires to revise or change terms and conditions of such Agreement.


SIGNATURE PAGE

Dated this 25th day of October, 2023.

COUNTY OF FULTON

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
(AFSCME) COUNCIL 31, AFL-CIO


By: John Spangler, County Board Chair



By: Tim Lavelle, Field Representative


FULTON COUNTY SHERIFF'S OFFICE

AFSCME COUNCIL 31, LOCAL 3433


By: Jon Webb, Sheriff


By:


By:


By:


By:


By:

APPENDIX A – WAGES

Deputies

Years of Service	% above prior step	12/1/22	12/1/23	12/1/24	12/1/25
			2.75%	2.75%	2.75%
Start		\$25.00	\$25.69	\$26.39	\$27.12
After 1 Year	7.50%	\$26.88	\$27.61	\$28.37	\$29.15
After 3 Years	2.50%	\$27.55	\$28.30	\$29.08	\$29.88
After 5 Years	2.50%	\$28.24	\$29.01	\$29.81	\$30.63
After 7 Years	2.50%	\$28.94	\$29.74	\$30.56	\$31.40
After 9 Years	2.50%	\$29.66	\$30.48	\$31.32	\$32.18
After 11 Years	2.00%	\$30.26	\$31.09	\$31.95	\$32.82
After 13 Years	2.00%	\$30.86	\$31.71	\$32.58	\$33.48
After 15 Years	2.00%	\$31.48	\$32.35	\$33.24	\$34.15
After 17 Years	2.00%	\$32.11	\$32.99	\$33.90	\$34.83
After 19 Years	2.00%	\$32.75	\$33.65	\$34.58	\$35.53
After 21 Years	2.00%	\$33.41	\$34.33	\$35.27	\$36.24
After 23 Years	2.00%	\$34.08	\$35.01	\$35.98	\$36.96
After 25 Years	2.00%	\$34.76	\$35.71	\$36.70	\$37.70

Jailers and Telecommunicators

Years of Service	% above prior step	12/1/22	12/1/23	12/1/24	12/1/25
			2.75%	2.75%	2.75%
Start		\$21.00	\$21.58	\$22.17	\$22.78
After 1 Year	7.50%	\$22.58	\$23.20	\$23.83	\$24.49
After 3 Years	2.50%	\$23.14	\$23.78	\$24.43	\$25.10
After 5 Years	2.50%	\$23.72	\$24.37	\$25.04	\$25.73
After 7 Years	2.50%	\$24.31	\$24.98	\$25.67	\$26.37
After 9 Years	2.50%	\$24.92	\$25.60	\$26.31	\$27.03
After 11 Years	2.00%	\$25.42	\$26.12	\$26.83	\$27.57
After 13 Years	2.00%	\$25.93	\$26.64	\$27.37	\$28.12
After 15 Years	2.00%	\$26.44	\$27.17	\$27.92	\$28.69
After 17 Years	2.00%	\$26.97	\$27.71	\$28.48	\$29.26
After 19 Years	2.00%	\$27.51	\$28.27	\$29.05	\$29.84
After 21 Years	2.00%	\$28.06	\$28.83	\$29.63	\$30.44
After 23 Years	2.00%	\$28.62	\$29.41	\$30.22	\$31.05
After 25 Years	2.00%	\$29.20	\$30.00	\$30.82	\$31.67

Animal Control Officer

Years of Service	Current	12/1/22	12/1/23	12/1/24	12/1/25
		3.00%	2.75%	2.75%	2.75%
Start	\$19.97	\$20.56	\$21.13	\$21.71	\$22.31
After 1 Year	\$21.01	\$21.64	\$22.24	\$22.85	\$23.48
After 3 Years	\$22.19	\$22.86	\$23.48	\$24.13	\$24.79
After 5 Years	\$23.39	\$24.09	\$24.75	\$25.43	\$26.13
After 7 Years	\$24.60	\$25.34	\$26.03	\$26.75	\$27.49
After 9 Years	\$25.78	\$26.55	\$27.28	\$28.03	\$28.80
After 12 Years	\$27.03	\$27.84	\$28.61	\$29.39	\$30.20
After 14 Years	\$27.57	\$28.39	\$29.17	\$29.98	\$30.80
After 16 Years	\$28.10	\$28.94	\$29.74	\$30.56	\$31.40
After 20 Years	\$29.53	\$30.41	\$31.25	\$32.11	\$32.99
After 22 Years	\$30.66	\$31.58	\$32.45	\$33.34	\$34.26
After 24 Years	\$30.96	\$31.89	\$32.76	\$33.66	\$34.59

The above schedule for Animal Control Officer shall apply only to the current employee so long as they remain in that position. Anyone hired as an Animal Control Officer after December 1, 2008 shall be paid from the Jailers and Telecommunicators wage schedule.

APPENDIX B – PAID RETIREE HEALTH INSURANCE PREMIUM FOR EMPLOYEES HIRED AFTER NOVEMBER 30,

2023

IMRF Tier	Pension	Age at Retirement	Years of Service with Fulton County at Age of Retirement	Percentage of Premium Paid by County			Percentage of Premium Paid by the Retiree		
				Retiree	Spouse	Other Dependents	Retiree	Spouse	Other Dependents
Tier 1	Regular	55-64	30+	67%	33%	0%	33%	67%	100%
			25 - 29	50%			50%		
			20 - 24	33%			67%		
Tier 1	SLEP	50-64	30+	67%	33%	0%	33%	67%	100%
			25 - 29	50%			50%		
			20 - 24	33%			67%		
Tier 2	Regular	62-64	30+	67%	33%	0%	33%	67%	100%
			25 - 29	50%			50%		
			20 - 24	33%			67%		
Tier 2	SLEP	50-64	30+	67%	33%	0%	33%	67%	100%
			25 - 29	50%			50%		
			20 - 24	33%			67%		
Retirees Over Age 65			Years of Service with Fulton County at Age of Retirement	Percentage of Premium Paid by County			Percentage of Premium Paid by Retiree		
				Retiree	Spouse	Other Dependents	Retiree	Spouse	Other Dependents
Medicare Supplement			30+	67%	67%	0%	33%	33%	100%
			25 - 29	50%	50%		50%	50%	
			20 - 24	33%	33%		67%	67%	

APPENDIX C – UNIFORMS AND EQUIPMENT

Deputies

3	Long Sleeve Shirts
3	Short Sleeve Shirts
3	Pants
1	Class A Long Sleeve Shirt and Tie
1	Class A Short Sleeve Shirt
1	Class A Pants
1	Duty Belt
1	Jacket
1	Outer Carrier Vest (with Soft Ballistic Plates)
1	.45 Glock 21
3	Magazines for .45 Glock 21
1	Magazine/Ammo Pouches
1	Hat
1	Pair of Handcuffs
1	Handcuff Case
1	Gun Holster (Accommodates a Weapon Light)
1	Flashlight and Case

Corrections

3	Long Sleeve Shirts
3	Short Sleeve Shirts
3	Pants
1	Duty Belt
1	Pair of Handcuffs
1	Handcuff Case

Telecommunicators

3	Short Sleeve Shirts
2	Long Sleeve Shirts
1	Fleece Jacket