Collective Bargaining Agreement

Between

Carroll County, Illinois/

Sheriff of Carroll County

And

Illinois Fraternal Order of Police Labor Council

Representing

Carroll County Deputies, Correctional Officers

and Telecommunicators

December 1, 2025 - November 30, 2028

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PREAMBLE

This Agreement entered into effective as of this 1st day of December, 2025, by the County of Carroll, Illinois, (hereinafter referred to as the "County") and the Sheriff of Carroll County (hereinafter referred to as the "Sheriff", jointly hereinafter referred to as the "Employer"), and the Carroll County Deputies, Correctional Officers, Telecommunicators, and the Illinois Fraternal Order of Police Labor Council (hereinafter referred to as the "Council" or "Union").

WITNESSETH

WHEREAS a majority of the Carroll County Employees in the Carroll County Sheriff's Department have duly designated the Illinois Fraternal Order of Police Labor Council as their exclusive representative for the purpose of negotiations in respect to rates of pay, wages, hours of employment, and other conditions of employment; and

WHEREAS, the County of Carroll, on the basis of such determination, agrees to recognize the Illinois Fraternal Order of Police Labor Council in the manner and for the purposes herein described; and

WHEREAS, by such recognition and negotiations, the parties hereto intend to establish and promote mutual harmonious understanding and cooperative relationships within the Carroll County Sheriff's Department;

WHEREAS it is recognized that the equitable resolution of differences and issues which may arise from time to time must inevitably promote high standards of morale and interdepartmental efficiency and effectiveness;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties do mutually covenant and agree as follows:

ARTICLE 1 RECOGNITION

Section 1 Unit Description

The Employer hereby recognizes the Council as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on matters relating to wages, hours, and other terms and conditions of employment for the following employees in the Sheriff's Department:

Unit A: All full-time Deputy Sheriffs and Sergeants.

Unit B: All Full-time Correctional Officers and Dispatchers.

Excluded: Sheriff, Captain, any supervisory, managerial or confidential employees as defined by the Illinois Public Labor Relations Act, and all other employees of the Sheriff's Department (i.e. Chief Deputy, part-time and clerical personnel, and all other employees of Carroll County.)

Section 2 Supervisors

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

Section 3 Sheriff's Auxiliary

The Employer may continue to utilize the services of the Carroll County Sheriff's Police Auxiliary per Section 3-6013 of the Act to perform bargaining unit work in accordance with past practice which shall be consistent with the law and providing this does not eliminate bargaining unit work.

Section 4 Short-Term/Part-Time Employees

The Employer may continue to utilize the services of short-term and part-time employees to perform

bargaining unit work in accordance with past practice, providing this does not eliminate bargaining unit work.

ARTICLE 2 NEW JOB CLASSIFICATIONS

Section 1 New Classifications

Where the Employer finds it necessary to create a new job classification, the work of which falls within the scope of the bargaining unit, the Employer and Council agree to jointly petition the State Labor Board to seek the necessary unit clarification. If the inclusion of a new position classification is agreed to by the parties or found appropriate by the Labor Board, the parties shall negotiate as to the proper pay grade for the classification. If no agreement is reached within thirty (30) calendar days from the date its inclusion was determined, the Council may appeal the proposed pay grade to the 2nd step of the grievance procedure. The second step grievance committee or arbitrator shall determine the reasonableness of the proposed salary grade in relationship to:

a) The job content and responsibilities attached thereto in comparison with the job content and responsibilities of other position classifications in the Employer's work force;

b) Like positions with similar job content and responsibilities within the labor market generally;

c) Significant differences in working conditions to comparable position classifications.

The pay grade originally assigned by the Employer shall remain in effect pending the decision.

If the decision of the second step grievance committee or arbitrator is to increase the pay grade of the position classification, such rate change shall be applied retroactively to the date of its installation. Upon installation of the new position classification, the filing of such position classification shall be in accordance with the posting and bidding procedures of this Agreement.

Section 2 Promotions

All promotions or assignments to new job classifications, which would fall within the scope of the bargaining unit description, will be made according to merit from within the bargaining unit. In the event where two (2) candidates are equal in criteria, seniority will be the deciding factor.

ARTICLE 3 MANAGEMENT RIGHTS

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

a) To direct all operations of the County;

b) To establish reasonable work rules and schedules of work;

c) To hire or promote, transfer, schedule and assign employees in positions and to create, combine, modify and eliminate positions within the County;

d) To suspend, discharge and take other disciplinary action against employees under the established work rules and regulations of the Sheriff's Department and the provisions of this Agreement;

e) To lay off employees;

f) To maintain efficiency of County operations;

g) To introduce new or improved methods or facilities;

h) To change existing methods or facilities;

i) To determine the kinds and amounts of services to be performed as pertains to County operations, and the number and kind of classifications to perform such services;

j) To contract out for goods or services;

k) To determine the methods, means and personnel by which County operations are to be conducted:

1) To set patrol zones, number of squad cars per shift, assignment of cars and equipment to personnel and to change these as needed to meet department needs and priorities;

2) To determine proper uniform and attire for all sworn personnel, to change, alter or amend this clothing and equipment as needed, and to set the dates of conversion from season to season;

3) To determine the shift or duty assignments, the number of personnel per shift or duty assignments, and to change or alter these after proper notice;

4) To require compliance with regular written department rules and regulations, and to all general orders, special orders, official notices or memorandum issued from the Sheriff of Carroll County on department letterhead, memorandum, general or special order, or other identifiable department documents;

5) To require proper notification of any part-time employment when acting in a police or security capacity or court-related capacity which necessitates the potential of acting under the color of law, and to set proper uniform and attire while serving in such function and to exercise authority to refuse to permit such employment when it appears to be a potential or actual conflict of interest or a negative reflection on the Carroll County Sheriff's Department;

6) To establish required training sessions and qualifications for specific duty assignments and to change or amend these requirements as needed to meet departmental needs or requirements;

7) To determine the proper utilization of department vehicles and equipment, the proper cleaning, care and maintenance of those vehicles and equipment, the number of personnel assigned to each vehicle and the location of vehicles when not in service;

8) To retain the right to issue and/or assign any or all department equipment and vehicles to employees or other individuals as necessary and directed by the Sheriff;

9) To schedule overtime work as required in accordance with this Agreement; and,

10) To take whatever action is necessary to carry out the functions of the County in situations of emergency

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

ARTICLE 4 COUNCIL SECURITY/DUES DEDUCTION

Section 1 Maintenance of Membership

Each employee who on the effective date of this Agreement is a member of the Council and each employee who becomes a member of the Council shall pay dues in accordance with Section 3 below.

Section 2 Council Presentation at Registration

The County shall grant the Council an opportunity during the registration of new employees to present the benefits of membership in the Council. This privilege is subject to being discontinued in the event that a labor organization other than the Council should seek or claim to represent a majority of the employees in the bargaining unit or should demand "equal time" at registration.

Section 3 Dues Deduction

Upon receipt of proper written authorization (attached as Appendix A) from the employee, the County shall deduct each month Council dues in the amount certified by the Council President from the pay of all employees covered by this Agreement who authorize such deductions in writing. Such money shall be submitted to the Illinois Fraternal Order of Police Labor Council within thirty (30) days after the deductions have been made. Said deductions will be terminated upon the employees' written request.

Section 5 Council Indemnification

The Council hereby indemnifies and agrees to hold the County harmless against all claims, demands, suits or other forms of liability that may arise out of or by reason of any action taken by the Employer for the purpose of complying with the provisions of this Article.

Section 6 Dues Deduction Form

The Employer will provide a copy of the Dues Deduction Form to all applicants upon hiring. A copy of this form is attached to this Agreement as Appendix A.

Section 7 Monthly membership List

The Employer agrees to forward a monthly list of all employees covered by this Agreement to the Labor Council at the address provided. The list shall name the employees from whom dues have been deducted as well as indicating any fair share deductions.

ARTICLE 5 SUBCONTRACTING

Section 1 General Policy

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

However, subcontracting may not be used to cause a reduction in bargaining unit work. Off duty bargaining unit employees may work any subcontract assignments which may become available in the future.

ARTICLE 6 WORKING OUT OF CLASSIFICATION

Section 1 General Provisions

If an employee is assigned to work a position of a higher classification for a period of three (3) consecutive shifts or more, he/she will receive the compensation of that position retroactive to the first day of assignment.

ARTICLE 7 TRAINING AND PROFESSIONAL DEVELOPMENT

Section 1 Training

Recognizing the mutual benefit of training and educational seminars for the Employer and the employees, the Employer agrees to provide for training and the opportunity for employees to further

develop their knowledge, skills and potential, to better serve the citizens, they protect.

Section 2 Travel Allowance

Attendance at and participation in professional conferences, conventions, and technical meetings shall be considered part of the employee's normal duties. With the prior approval of the Sheriff, on the form provided by the Sheriff, employees may attend such functions without loss of pay and at County expense. Employees traveling on County Business shall either be provided with County vehicles, given a monthly allowance for the use of their private vehicles or reimbursed for other transportation expenses. Overtime resulting from attendance at any Employer mandated (excluding Basic Law Enforcement Training, Basic Corrections Training, and Basic Telecommunicator Training) training or overnight conference shall be based on actual travel time to and from said training or conference. Off-duty employees attending training that has not been mandated by the Employer, but rather requested the by the individual employee, shall be paid at the straight hourly rate of pay, travel to and from not included. The time spent at the training or conference will be considered as a regular duty shift regardless of the actual hours spent in training. However, should an employee attend such training or conference during a scheduled work shift, the employee shall return to active duty for any balance of such shift should the training or conference, including travel time, be less than the hours of the employee's normal shift. Under no circumstances shall leave of absence for FOP conventions be granted pursuant to this Article; such leaves of absence are governed by Article 20 of this Agreement.

ARTICLE 8 COLLECTIVE BARGAINING

Section 1 Negotiations

Carroll County, or its designated representative, agrees to meet with and negotiate with a committee representing the Council for the purpose of negotiating and executing a new Agreement covering wages, rate of pay, hours, and other terms and conditions of employment. Such negotiations shall be participated in by the parties to the end that a full formal Agreement is adopted and effectuated within a reasonable period of time.

Section 2 Bargaining Unit

The bargaining unit may create a comp time pool not to exceed fifty (50) hours per year and can only be used to attend Council labor functions. Bargaining unit members can elect to assign up to five (5) hours of Comp time to the comp time pool. Once the time is assigned, it cannot be withdrawn. All requests for time from the comp time pool must be in writing specifying the function to be attended and signed by at least two (2) Council employees. Such requests shall be provided to the Sheriff as soon as practicable before the function to be attended. The granting of this time will be at the discretion of the Sheriff and will not be unreasonably denied.

ARTICLE 9 NO STRIKE

Section 1 No Strike Commitment

Neither the Council nor any employee will call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage, slow down, or the concerted interference with the full, faithful and proper performance of the duties of employment with the Employer during the term of this Agreement. No employee covered by this Agreement shall refuse to cross any picket line, by whoever established during the performance of their duties.

Section 2 Performance of Duty

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

employee or employees covered by this Agreement by reason of any such action or conduct in the line of duty.

Section 3 Resumption of Operations

In the event of action prohibited by Section 1 above, the Council immediately disavow such action and request the employees to return to work and shall use their best efforts to achieve a prompt resumption of normal operations. The Council, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

Section 4 Council Liability

Upon the failure of the Council to comply with the provision of Section 3 above, any agent or official of the Council who is an employee covered by this Agreement may be subject to the provisions of Section 5 below.

Section 5 Discipline of Strikers

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

Section 6 No Lockout

The County will not lock out any employee(s) covered by this Agreement during the term of this Agreement because of a labor dispute with the Council.

ARTICLE 10 IMPASSE ARBITRATION

Section 1 Impasse Resolution

The parties agree that bargaining impasses shall be resolved through interest arbitration procedures subject to Section 14 of the Illinois Public Labor Relations Act and the Rules and Regulations of the Illinois State Labor Relations Board.

Section 2 Location

All arbitration hearings shall be conducted in Mt. Carroll, Illinois.

Section 3 Impasse Arbitration

The County and the Council shall attempt to agree upon a single arbitrator to hear and decide the case. In the event that the parties are unable to agree upon a neutral arbitrator they shall obtain a list of seven (7) recognized arbitrators with public section interest arbitration experience from the Federal Mediation and Conciliation Service (FMCS), all of whom shall be members of the National Academy of Arbitrators. Upon receipt of such list, each shall strike a name from the list until there is one (1) name remaining; the remaining individual shall be the arbitrator. The order of individual strikes shall be determined by a coin toss, with the loser striking first.

ARTICLE 11 PERSONNEL FILES

Section 1 Personnel Files

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

Section 2 Inspection

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

a) Such inspection shall occur within a reasonable time following receipt of the request;

b) Such inspection shall occur during daytime working hours Monday through Friday upon reasonable request.

c) The employee shall not be permitted to remove any part of the personnel file from the premises but may obtain copies of any information contained therein upon payment for the actual cost of copying;

d) Upon written authorization by the requesting employee, in cases where such employee has a written grievance pending, and is inspecting their file with respect to such grievance, that employee may have a representative of the Council present during such inspection and/or may designate in such written authorization that said representative may inspect their personnel file subject to the procedures contained in this Article;

e) Pre-employment information, such as reference reports, credit checks or information provided the Employer with a specific request that it remain confidential, shall not be subject to inspection or copying.

Section 3 Notification

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

Section 4 Limitation on Use of File Material

It is agreed that any material and/or matter not available for inspection, such as provided in Sections 1 and 2 above, shall not be used in any manner or any forum adverse to the employee's interests.

ARTICLE 12 DISCIPLINE PROCEDURE

Section 1 Definition

The parties agree with the basic tenets of corrective and progressive discipline. Disciplinary action shall include only the following:

a) oral warning;

b) written warning;

c) suspension without pay;

d) discharge.

Should circumstances exist where discipline other than what is defined above might be appropriate, the Employer may use a form of modified discipline. Such discipline will only include; reassignment or forfeiture of accumulated time off for discipline of four (4) days or less. Such discipline shall be agreed to by the Employer, the Council, and the employee, and as such shall not be subject to review through the grievance procedure. When it is necessary to discipline an employee, such reprimand or other discipline shall be administered in such a manner that it shall not be embarrassing to the employee disciplined, in the presence of other non-involved employees, nor in public.

Section 2 Just Cause

The Employer agrees that disciplinary action shall be imposed only for just cause and shall be imposed as soon as practical after the Employer learns of the occurrence giving rise to the need for disciplinary

action and after the Employer has had a reasonable opportunity to investigate the facts. An employee shall not be demoted for disciplinary reasons.

Section 3 Limitation

The requirement to use progressive disciplinary action does not prohibit the Employer from using severe measures, including discharge, when the offense indicates that a substantial shortcoming or action of an employee rendered the continuation of employment of the employee in some way detrimental to the Employer or the public. Such actions shall include but are not limited to: Possession of a controlled substance or alcohol; gross insubordination; intentional destruction or theft of property; fighting on the job; appearing for work under the influence of drugs or alcohol or other substance that may impair an employee's ability to perform any of the duties required.

Section 4 Pre-Disciplinary Meeting

For discipline other than oral and written reprimands, or emergency suspension, prior to notifying the employee of the contemplated discipline to be imposed, the Employer shall notify the local Council of the meeting and then shall meet with the employee involved and inform the employee of the reason for such contemplated discipline, including any names of witnesses and copies of pertinent documents. The employee shall be informed of their contract right to Council representation and shall be entitled to such, if so requested by the employee, and the employee and Council representative shall be given the opportunity to rebut or clarify the reasons for such discipline and further provided that a Council representative shall be available within twenty-four (24) hours of notification. If the employee does not request Council representation, a Council representative shall nevertheless be entitled to be present as a non-active participant at all such meetings.

Section 5 Investigatory Interviews

Where the Employer desires to conduct an investigatory interview with an employee where the results of the interview might result in discipline, the Sheriff agrees to first inform the employee that the employee has a right to Council representation at such interview.

If the employee desires such Council representation, no interview shall take place without the presence of a Council representative. The role of the Council representative is limited to assisting the employee clarifying the facts and suggesting other employees who may have knowledge of the facts. The Sheriff further agrees to follow the procedures that are outline in "The Uniform Peace Officers' Disciplinary Act", 50 ILCS 725/1 et. seq. of the Illinois Compiled Statutes and as set forth in Article 26 of this Agreement.

Section 6 Production of Documents

The Employer agrees that no later than forty-eight (48) hours before a "Loudermill" hearing and ten (10) calendar days before a Step 3 grievance hearing (or other pre-arbitration step) meeting/hearing, the Employer will supply to the Labor Council a complete copy of:

a) all witness/complainants' names, addresses, telephone numbers;

b) copies of all items, documents, investigatory reports, films, audio and/or visual tapes, objects, physical evidence or other materials which are or may be related to the pending allegations;

c) a true, accurate and complete copy of the affected employee's personnel file; and,

d) all information, documents or materials which may be used in aggravation or mitigation.

Subsequent discovery shall be provided by the Employer, as may be necessary, in the event the matter is moved to arbitration.

Section 7 Written Notice

The employee shall be notified in writing of disciplinary action imposed, be advised of the specific nature of the offense and be given direction as to future behavior. Any record of oral or written reprimands will be removed from the employee's file two (2) years after issue of said discipline.

Section 8 Disciplinary Action Subject to Grievance Procedure

Disciplinary action by the Employer as provided for in this Article shall be subject to the provisions of Article 14, Grievance Procedure.

Section 9 Suspension Before Discharge

The Employer may suspend an employee, with pay, pending the decision whether to discharge the employee.

ARTICLE 13 INDICTMENT

If an employee covered by this Agreement is charged by indictment or complaint to have violated any provisions of the Criminal Code of Illinois or any Statute of the United States, the employee shall be entitled to their wages and other economic benefits provided for in this Agreement until such time as formal charges filed by the Sheriff pursuant to the discipline Article are decided. This is applicable only to job related actions. The Employer may suspend an employee with pay, pending the decision whether to discharge the employee.

ARTICLE 14 GRIEVANCE PROCEDURE

Section 1 Introduction

It is the intent of the parties to this Agreement to use their individual and collective best efforts to promote and encourage the informal and prompt adjustment of any grievance which may arise between the Council or any member covered under this Agreement and the County. Therefore, the parties agree that they shall use the procedures set forth in this Article for the resolution, strictly pursuant to the terms of this Agreement, of all alleged violations of the terms of this Agreement.

Section 2 Definitions

For the purpose of this Grievance Procedure, the following definitions shall be applicable:

a) "Grievance" is the written allegation of an employee covered by this Agreement that, as to him, the County has violated an express provision or term of this Agreement. A "grievance" shall also mean the written allegation by the Council, that the County has violated an express provision or term of this Agreement, provided that at least one of the signatories of the grievance on behalf of the Council has been personally affected by the alleged violation.

b) The term "grievant" shall mean any employee covered by this Agreement, or the Council on behalf of all employees in the bargaining unit, who has filed and seeks resolution of a grievance.

c) For the purposes of this Article, the term "business day" shall mean Monday through Friday, exclusive of holidays as set forth in Article 17.

Section 3 Exemptions

Disciplinary actions, including suspensions and terminations, shall be subject to this grievance procedure. Disciplinary action (other than oral reprimands) which are within the statutory authority of the Sheriff to impose may be made the subject of grievances, provided that such grievance must be signed at Step 2 by the employees personally affected by the challenged disciplinary action.

Section 4 Grievance Handling and Processing

With supervisory permission, which shall not be unreasonably withheld, the grievant (meaning the individual grievant or, in the case of Council grievances, one of the personally affected signatories to the grievance) and Council representatives will be permitted reasonable time off without loss of pay during their respective working hours to process and/or investigate grievances. Under no circumstances, however, shall the grievant, the Council representative or any employee involved in the process earn or be paid overtime for investigation and processing of grievances.

Section 5 Grievance Procedure

It is mutually desirable and hereby agreed that all grievances shall be handled in accordance with the following steps, except that individual steps may be bypassed by mutual agreement in writing between the designated representative of the County and the President of the Council.

Step 1:

An employee, with or without a Council representative, may take up a grievable matter with his immediate supervisor within ten (10) business days of its occurrence. The supervisor shall then discuss the matter with the employee and attempt to adjust the matter. If no adjustment occurs, the supervisor shall respond in writing within five (5) business days following the discussion at which the employee raised the grievable matter. If the grievance is denied, the specific reason for the denial shall be included in the response. Any resolution or settlement reached at this step shall be without precedent.

Step 2:

If the grievance is not adjusted in Step 1, and the grievant wishes to appeal the grievance to Step 2, the grievance, indicating the specific objection to the Step 1 answer, shall be submitted in writing to the Sheriff within five (5) business days of the receipt of the Step 1 answer. A meeting between the grievant, Council representative, and the Sheriff, or designee, shall be held at a mutually agreeable time and place within ten (10) business days of the receipt of the grievance, unless otherwise agreed upon, to discuss the grievance.
All documentation in the possession of the grievant or the Council which is not otherwise available to the Sheriff through Sheriff Department records and which supports the grievant's position should be submitted to the Sheriff as least five (5) business days prior to the meeting date, except that documentation may be submitted at the meeting if extreme difficulties prevented its prior submission. If documentation is submitted for the first time at or within five (5) business days of the meeting, the Sheriff may adjourn the meeting for a period of up to ten (10) business days from the original meeting date in order to review the documents. If the grievance is settled as a result of the meeting, the settlement shall be reduced to writing and signed by the parties. If no settlement is reached, the Sheriff, or designee, shall give the Sheriff's answer in writing to the Council within ten (10) business days following said meeting. If the grievance is denied, the specific reason for the denial shall be included in the answer.

Step 3:

If the grievance is not adjusted in Step 2, and the grievant wishes to appeal the grievance to Step 3, the grievance, indicating the specific objection to the Step 2 answer, shall be submitted in writing to the County Board within five (5) business days of the receipt of the Step 2 answer. A meeting between the grievant, their Council representative, and the Sheriff and Personnel Committee of the County Board shall be held at a mutually agreeable time and place within ten (10) business days of the County Board's receipt of the grievance, unless otherwise agreed upon, to discuss the grievance. All documentation in the possession of the grievant or the Council which supports the grievant's position should be submitted to the County Board at least five (5) business days prior to the meeting date, except that

documentation may be submitted at the meeting if extreme difficulties prevented its prior submission. If documentation is submitted for the first time at or within five (5) business days of the meeting, the County Board may adjourn the meeting for a period up to ten (10) business days from the original meeting date in order to review the documents. If the grievance is settled as a result of the meeting, the settlement shall be reduced to writing and signed by the parties. If no settlement is reached, the County Board or their designee shall give the County Board's answer in writing to the Council within ten (10) business days following said meeting. If the grievance is denied, the specific reason for the denial shall be included in the answer.

Step 4:

The Step 3 written answer shall settle the grievance unless it is appealed to arbitration in writing by the Council within fifteen (15) business days of the date of that answer. If the grievance is timely appealed, arbitration shall proceed in the following manner:

a) The County and the Council shall attempt to agree upon a single arbitrator to hear and decide the case. In the event that the parties are unable to agree upon a neutral arbitrator they shall obtain a list of recognized arbitrators from the Federal Mediation and Conciliation Service (FMCS). Upon receipt of such list, each shall strike a name from the list until there is one (1) name remaining; the remaining individual shall be the arbitrator. The order of individual strikes shall be determined by a coin toss, with the loser striking first.

b) An arbitration hearing shall be held at a site and at a time mutually selected by the parties. No more than one (1) grievance shall be submitted for determination by the arbitrator except by written agreement to the contrary, provided that if more than one (1) grievance arose out of the same factual situation, the grievances may be presented to the arbitrator at the same hearing. At any such hearing each side shall be afforded the opportunity to be represented by representatives of its own choosing, to state a position and to present witnesses on its behalf. Joint expenses for arbitration (including the fees and expenses of the arbitrator and the cost of the hearing room) shall be divided equally between the County and the Council.

Each party, however, shall be responsible for compensating its own representatives and witnesses. Grievants, witnesses, and Council representatives who are excused from work by the County to attend the hearing shall not lose pay for the time reasonably required to attend the hearing, including travel time, during their regularly scheduled working hours; however, attendance at any such hearing shall not obligate the County to pay additional compensation or overtime to any employee involved.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issue submitted to the arbitrator in writing by the parties and shall have no authority to make a decision on any issue not so submitted to the arbitrator. The arbitrator shall be without power to make decisions contrary to issues not so submitted to the arbitrator in writing by the parties and shall have no authority to make a decision on any issue not so submitted to the arbitrator. The arbitrator shall be without power to make decisions contrary to or inconsistent with applicable federal and state law, or rules and regulations having the force and effect of law. The arbitrator shall submit in writing their decision within thirty (30) days following the closure of the hearing or the submission of briefs by the parties, whichever is later. The decision shall be based solely upon his interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented, consistent with applicable law. Consistent with these provisions, the arbitrator shall have the authority to make an award and to order an appropriate remedy, if applicable. The award of the arbitrator shall be final and binding upon both parties to the Agreement.

Section 6 Time Limits

Grievances shall be raised and settlement attempted promptly. Accordingly, a grievance in order to be considered must be raised not later than ten (10) business days after the grievant knew or reasonably should have known of the event, giving rise to the grievance. If not raised within this time limit, the grievance shall be deemed to have been "waived", and it may not be processed further, Similarly, if a grievance is not filed or appealed to any step of the grievance procedure or to arbitration within the time limits specified in Section 5, it shall be considered to have been settled on the basis of the County's last answer. If the County does not answer a grievance at any step of the grievance procedure within the time limits specified in Section 5, the grievant may elect to treat the grievance as being denied at that step and immediately appeal the grievance to the next step of the grievance procedure. Any of the time limits referred to in this Section may be extended by mutual agreement in writing. The grievance form attached is Appendix B, or some other mutually agreed upon form shall be used in processing all grievances.

ARTICLE 15 SENIORITY

Section 1 Definition of Seniority

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

Section 2 Probation Period

An employee is a "probationary employee" for their first twelve (12) months of employment or until he/she successfully completes state mandated basic law enforcement or corrections training, whichever is longer. The Sheriff may extend the length of the probationary period up to an additional six (6) months when instances of disciplinary actions have occurred with a probationary employee. No matter concerning the discipline, layoff or termination of a probationary employee shall be subject to the grievance and arbitration procedures.

A Probationary employee shall have no seniority, except as otherwise provided in this Agreement, until he/she has completed their probationary period. Upon the completion of their probationary period, the employee will acquire seniority from his/her date of hire.

Section 3 Seniority List

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

Section 4 Termination of Seniority

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

(a) quits by written resignation; or

(b) is discharged for just cause; or

(c) is laid off pursuant to the provisions of the applicable agreement for a period of twenty-four (24) months; or

(e) is absent for three (3) consecutive scheduled workdays without proper notification or authorization; or

(f) fails to return to work at the conclusion of an approved leave of absence for a period of three (3) consecutive days,

(g) Fails to respond within five (5) working days upon receipt of notice of recall.

Employees who establish to the Carroll County Sheriff that their absence under subsection 4(f & g), was due to unforeseen circumstances or unavoidable delays beyond their control shall not be terminated under this Section 4. If the parties cannot agree, such termination may be referred to the grievance and arbitration procedure.

Section 5 Seniority While On Leave

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

Section 6 Conflicts in Vacation

Employees shall select the periods of their annual vacation on the basis of seniority. Vacation schedules may be adjusted to accommodate seasonal operations, significant revision in organization, work assignments or the number of personnel in particular ranks. No employee shall receive priority for more than two (2) weeks' vacation per year.

ARTICLE 16 LAYOFF

Section 1 Layoff

In the event a layoff is necessary due to a lack of work or a lack of funds, employees shall be laid off within each particular job classification and Department in the inverse order of their seniority unless compliance with State of Federal law requires otherwise.

Section 2 Layoff Order

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

Section 3 Recall

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

In the event of recall, eligible employees shall receive notice of recall either by actual notice or by certified mail, return receipt requested, with a copy provided in like manner to the Illinois Fraternal Order of Police Labor Council. It is the responsibility of all employees eligible for recall to notify the Sheriff of their current address. Upon receipt of the notice of recall, employees shall have five (5) working days to notify the Sheriff of their acceptance of the recall. The employee shall have five (5) working days thereafter to report to duty.

Section 4 Unit Description

For purposes of this Article, one (1) unit will be comprised of Road Deputies, and the second unit will be comprised of Correctional Officers and Telecommunicators. Members of each unit cannot be assigned to do the work of the other unit other than on a short-term basis with no reduction in pay.

ARTICLE 17 HOLIDAYS

Section 1 Designated Holidays

New Year's Day
Martin Luther King Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
General Election Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve
Christmas Day

or as set by the Chief Judge of the Circuit Court (with a minimum of thirteen (13).

Section 2 Holiday Compensation

All employees covered under this Section will receive one (1) working days pay equal to actual hours that they are scheduled to work for each holiday as set by the Chief Judge but in no event, less than the minimum of thirteen (13) working days pay at the straight time rate, to be received in one (1) check in the last pay period of the fiscal year.

ARTICLE 18 VACATIONS

Section 1 Vacation Entitlement

Vacation time shall be calculated from the anniversary date of each employee. After one (1) year of service, each employee shall be entitled to annual vacation in accordance with the following schedule:

After One Year of Service:	Ten (10) Working Days
After Five Years of Service:	Thirteen (13) Working Days
After Ten Years of Service:	Fifteen (15) Working Days
After Fifteen Years of Service:	Twenty (20) Working Days

Section 2 Vacation Scheduling

All employees shall be entitled to request by seniority within the Sheriff's Department their earned vacation at any time during the calendar year. Vacations will be coordinated and approved by the Sheriff or designee, to facilitate smooth operation and adequate coverage of the Department during vacation time. Employees may select vacations to begin any day of the week.

In order to help facilitate the filling of vacancies to shifts as a result of employees taking vacation leave, at the time the employee schedules their vacation they will attempt to note on the request for vacation leave whether any regular days off in conjunction with the vacation will be part of their planned leave. The Employer agrees to take responsible steps to avoid requiring an employee to work on their days off in conjunction with previously scheduled vacation.

The Employer will continue its past practice of allowing shift trades so long as the Chief Deputy or Sheriff has been notified in writing at least one (1) week in advance of the scheduled change.

Section 3 Vacation Seniority

For all seniority vacations, requests must be made between December 1 and April 30 of each fiscal year. Afterwards, vacation time will be granted on a first-come basis.

ARTICLE 19 SICK LEAVE

Section 1 Allowance

It is the policy of Carroll County to provide protection for its full-time employees against loss of income because of illness. All eligible employees are encouraged to save as much sick leave as possible to meet serious illness situations. Sick leave is not intended for a one (1)-day vacation and is not to be used to extend vacation periods or holidays. Employees that do not use any sick leave during an entire calendar year will earn one (1) additional personal day for the next calendar year.

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

Section 2 Accumulation

Sick leave will be granted at the rate of one (1) sick day per month of service. Sick leave may be accumulated and carried over from year to year up to sixty (60) workdays.

Section 3 Procedures

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

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

Employees who are unable to return to work upon expiration of sick leave benefits and all other authorized benefit time must request a leave of absence without pay. Non-paid sick leave shall be equivalent to the total accumulated sick leave available on the first day of illness, or thirty (30) calendar days, whichever is greater. Failure to apply for a leave of absence for extended illness upon expiration of all such benefits will result in automatic termination.

Any absence of three (3) working days or longer may require a physician's statement of release and verification substantiating that the employee may return to work. In addition, the Sheriff may request a physician's statement of verification of absence of shorter periods of time if sick leave abuse is suspected. The Sheriff may also require the employee to be examined by a physician of the Sheriff's choice and at the expense of the Employer.

Notice of an employee's desire to return to work after an extended illness must be given to the Sheriff no less than twenty-four (24) hours in advance. The Sheriff or any authorized supervisor may direct an employee who appears ill to leave work to protect the health of other employees. Compliance with such an order will not be charged to sick leave for the first day. An employee shall be paid sick leave equivalent to the normally scheduled straight time day. The Sheriff shall maintain a record of sick leave accrual, sick leave taken, and the balance of sick leave allowance available for the individual employees.

Section 4 Sick Leave Abuse Sanctions

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

Upon sufficient evidence of the abuse of such sick leave, the employee shall not be paid for such leave taken nor shall the employee accrue any rights such as seniority or other rights. Continued "abuse" of sick leave shall subject the employee to disciplinary action pursuant to the terms of this Agreement.

All employees agree to cooperate fully with the Department in verifying illness, including the admission of a supervisor to the employees' home when requested. If reasonable suspicion of sick leave abuse exists based on if such employee has been found abusing sick leave in the past rolling calendar year.

Section 5 Accumulation

Sick leave may be accumulated and carried over from year to year up to two hundred-forty (240) days for IMRF purposes only.

Section 6 Catastrophic Illness

At the Sheriff's discretion, in the event of a catastrophic illness, an employee may exceed the maximum of sixty (60) workdays which may be used for ordinary illness or disability. In addition, the Employer agrees as defined in 820 ILCS 320/10(a) or as amended, to follow all provisions of the Act. Nothing in this Section shall be construed to limit health insurance coverage or pension benefits for which the employee may otherwise be eligible.

Section 7 Sickness in the Family

An employee shall be entitled to use paid sick leave when there is a sickness or disability involving a member of his/her immediate family, as defined in Section 5, which requires the employee's personal care and attendance. This leave shall only be taken when requiring the employee to report to work would cause serious hardship for the member of the immediate family suffering from illness or disability. A maximum of twenty-four (24) hours of sick leave per year may be allocated to this purpose, except that in extraordinary circumstances the Sheriff or designee may, in their sole discretion, agree to grant an employee's request to use sick leave in excess of this yearly maximum for the purpose of attending to the illness of a family member. The determination as to whether or not a hardship exists shall be made by the Sheriff or designee.

ARTICLE 20 LEAVES OF ABSENCE

Section 1 Leave for FOP Conventions

Leaves of absence without loss of pay will be granted to the extent that there is no interference with County operations, to employees who are elected, delegated or appointed to attend conventions of the Fraternal Order of Police. Any request for such leave shall be submitted in writing by the Council to the employee's Department Head and shall be answered in writing, no later than five (5) days following the request. This shall be limited to two (2) persons for five (5) days each (for National conventions).

Section 2 Short-Term Military Leave

Any employee covered by the terms of this Agreement who is a member of a reserve force of the Armed Forces of the United States, or the State of Illinois, and who is ordered by the appropriate authorities to attend training Programs or perform assigned duties, shall be granted a military leave of absence without pay for the period of such activity and shall suffer no loss of seniority rights. Employees who are called up for two (2) weeks' active-duty training may take a leave of absence without pay or take the option of using their earned vacation time. The Employer agrees to comply with all federal and state law regarding military leave or as amended.

Employees are required to provide written verification of the time served in the military, indicating where, when, and how long the duty assignment is.

Section 3 Educational Leave

Employees covered by the terms of this Agreement may be granted, upon written request, a leave of absence without pay not to exceed a period of six (6) months after authorization from the Sheriff.

Section 4 Funeral Leave

If a death occurs among members of an employee's immediate family, the employee will be excused from work to attend the funeral and make other necessary arrangements without loss of pay from the day of death until the day after the funeral, but not more than a total of three (3) days. However, leave may be extended beyond three (3) days at the discretion of the County in the event that excessive travel is required, or other unique circumstances are involved that act to extend the time period between the day of death and the day after the funeral beyond three (3) days.

Immediate family includes only parents, stepparents, brother, and sister, child, stepchild, stepsister, stepbrother, father-in-law, mother-in-law, sister-in-law, brother-in-law, wife, husband, grandchildren, grandparents, and grandparents' in-law.

Section 5 Jury Duty

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

Section 6 Personal Leave

Employees shall receive two (2) paid personal leave workdays at the start of each fiscal year. Personal days must be used by the end of the fiscal year, or they will be forfeited without compensation; they cannot be carried over from one fiscal year to the next, and they cannot be "cashed in" for compensation.

Section 7 Prohibition Against Misuse of Leaves

During any leaves granted pursuant to the terms of this Agreement, regardless of being with or without pay, an employee may not be gainfully employed or independently self-employed without prior approval by the Employer. Violation of the provisions contained within this Agreement shall subject the employee to immediate discharge and loss of all benefits and rights accrued pursuant to the terms of this Agreement. Any employee may continue outside employment practices as they existed prior to authorizing leave. Any new employment after leave has been granted must be approved by the Sheriff.

Section 8 Duty Related Injury or Illness Leave

Employees who receive an injury or who contract an illness during the course of their employment shall be compensated according to the "Public Employee Disability Act", 5 ILCS 345/1 et.seq., of the Illinois Compiled Statutes. An employee's benefits shall not be reduced while on such injury leave.

Section 9 Family Medical Leave Act (FMLA)

The Employer agrees to comply with the provisions of the Family Medical Leave Act (FMLS) of 1993, as well as the regulations issued in conjunction with the Act.

ARTICLE 21 HOURS OF WORK/OVERTIME

Section 1 Intent of Article

This Article is intended to define the normal hours of work and to provide the basis for the calculation of overtime. It is not intended to be a guarantee of hours of work per day or work period, nor is it intended to establish a right to pay for time not worked except as specifically provided for in this Agreement. The foregoing, however, is not intended to permit the County to schedule or require deputies to work short work weeks solely for the purpose of avoiding the overtime obligations.

Section 2 Workday and Work Period

The work schedule of the Department shall consist of shifts of twelve (12) consecutive hours each.

Starting and quitting times for each shift shall be established by the Department. Twelve (12) consecutive hours of work shall constitute a normal workday, and a twenty-eight (28) day tour shall constitute the normal work period.

Section 3 Basis for Calculating Overtime

a) Regular Overtime:

For all hours worked in excess of twelve (12) hours in a workday (except for time worked in excess of twelve (12) hours because of changes back and forth from Standard Time to Daylight Savings Time), for all hours worked on days that an employee is not scheduled to work in accordance with their regular duty schedule, and for all hours during which an employee is in a pay status (i.e., not on an unpaid leave of absence) in excess of one-hundred sixty-eight (168) in a twenty-eight (28) day tour of duty, an employee shall be paid at one and one-half (1-1/2) times their regular straight time hourly rate of pay, except as otherwise provided in this Article. In the event that the length of the tour of duty is changed for any employee, the basis for calculating overtime will be changed accordingly (i.e. hours worked in excess of eight (8) hours for eight (8) hour shifts or hours worked in excess of ten (10) hours for ten (10) hour shifts). For all hours worked in excess of one hundred sixty (160) to one-hundred sixty-eight (168), the deputies and correctional officers will receive compensatory time/or pay at the straight time rate, choice of employee. The preceding shall apply only when the department is working twelve (12) hour shifts.

Should the Employer and the Council negotiate a change in the work schedule to shifts less than twelve (12) hours, then all hours worked in excess of one hundred sixty (160) shall be compensated at the rate of one and one-half (1-1/2) times the employee's normal hourly rate of pay.

b) Overtime Pay for More than Two Consecutive Days

Notwithstanding provisions in this Article to the contrary, an employee who is required to work more than two (2) consecutive days in conjunction with their regular duty schedule (excluding training, court time and staff meetings), shall be compensated at two (2) times their regular straight time hourly rate of pay for all hours worked on any additional consecutive days beyond the two (2) days.

Section 4 No Pyramiding

There shall be no pyramiding of overtime for the same hours worked and compensation shall not be paid more than once to the same employee for the same hours under any provision of this Agreement.

Section 5 Court Time

An employee who is required by the County to be in court while off duty, where such time does not immediately precede or follow their scheduled duty hours, shall receive a guaranteed minimum of two (2) hours pay at one and one-half (1-1/2) times their regular straight time hourly rate. Court time which immediately precedes or follows an employee's scheduled duty hours after their regular shift, quitting time, or which is included within the employee's scheduled duty hours, shall be compensated at applicable straight time or overtime hourly rates of pay. The County will not change an employee's regular shift schedule or days off solely for the purpose of avoiding minimum court time guarantees under this Section.

Section 6 Call-Back

An employee called back to work while off duty after having completed their assigned work shall receive a minimum of three (3) hours compensation, or their actual time, whichever is greater, at one and one-half (1 ½) times the employee's straight time hourly rate of pay.

The foregoing minimum of three (3) hours' compensation for a call-back shall not be applicable when an employee is called back to correct an error or omission which is reasonably determined by Management or supervision to be one requiring correction before the employee's next scheduled shift.

If the Council believes that the County is arbitrarily and unreasonably using this provision without sufficient justification, the Council may grieve the matter.

Section 7 Compensatory Time

At the option of the employee, in lieu of pay for overtime and court time, a total of up to one-hundred sixty (160) hours overtime and court time hours may be "banked" and used as compensatory time off. Overtime and court time hours shall be banked at the rate of one and one-half (1-1/2) hours of compensatory time off for each overtime or court time hour. The Sheriff shall maintain an up-to-date log of accumulated comp time hours at all times. If an employee has one-hundred sixty (160) comp time hours in their comp time bank, they shall be paid for any additional overtime or court time hours worked after that point, unless and until their comp time bank is reduced below one-hundred sixty (160) hours through usage of comp time. Compensatory time off shall be scheduled and used in accordance with Sheriff's Department rules and subject to approval of supervision and will not be unreasonably denied.

Section 8 Notice of Department Schedule Change

In the event that the County decides to change the departmental work schedule (as opposed to an individual employee's shift assignment), the County will provide the Council with at least twenty-eight (28) days' written notice of the proposed change, together with a copy of description of the proposed new departmental work schedule. Any schedule change will not cause a reduction in benefits.

Section 9 Adjusting Work Hours For Individual Employees

Upon at least three (3) days' notice, an employee's regular work hours may be changed to a different twelve (12) hour period, provided that

a) the change is for the purpose of filling an identified operational need;

b) an attempt is first made to fill the need with a qualified volunteer;

c) the new shift to which the employee is assigned has specified and constant starting and ending times; and

d) the employee is not subjected to more than one (1) completed change (i.e., a change from the employee's regular shift to their new shift and back again) in a twenty-eight (28) day tour of duty.

Section 10 Voluntary Overtime Distribution

Voluntary overtime shall be distributed on a rotation basis by the Sheriff and Chief Deputy Sheriff.

Section 11 Special Assignments

If the Employer establishes a special assignment position such as DARE Officer, the shift hours may be altered to accommodate said assignment, if such assignment is on a voluntary basis.

Section 12 On-Call Investigator

An employee assigned as an On-Call Investigator shall be paid a twenty-five dollars ($25.00) stipend per week, provided the investigator is On-Call for the week. The Sheriff shall provide guidelines for what constitutes being "On-Call". No more than one (1) employee shall be designated as an On-Call Investigator at the same time.

Section 13 Leads Coordinator Pay

An employee assigned as the Leads Coordinator shall receive an annual stipend of seven hundred fifty ($750.00) dollars.

Section 14 Field Training Officer Compensation

An employee assigned as a Field Training Officer (FTO) shall receive one hour (1) of compensatory time for each day while training a probationary deputy.

ARTICLE 22 WAGES/COMPENSATION/ALLOWANCES

December 1, 2025, all Patrol Deputies shall receive a one-time salary adjustment of three thousand ($3000.00) dollars and then an additional 3.5% wage increase.

December 1, 2026, all Patrol Deputies shall receive a 3.5% wage increase.
December 1, 2027, all Patrol Deputies shall receive a 3.5% wage increase.

Starting Patrol Deputies wages on 12/01/25 shall be $52000.00 and increase 3.5% in year 2 and 3.5% in year 3.

December 1, 2025, all Corrections Deputies shall receive a one-time salary adjustment of two thousand five hundred ($2500.00.00) dollars and then an additional 3.5% wage increase.

December 1, 2026, all Corrections Deputies shall receive a 3.5% wage increase.

December 1, 2027, all Corrections Deputies shall receive a 3.5% wage increase.

Starting Correctional Deputies wages on 12/01/25 shall be $45000.00 and increase 3.5% in year 2 and 3.5% in year 3.

December 1, 2025, all Dispatchers shall receive a one-time salary adjustment of two thousand ($2000.00.00) dollars and then an additional 3.5% wage increase.

December 1, 2026, all Dispatchers shall receive a 3.5% wage increase.

December 1, 2027, all Dispatchers deputies shall receive a 3.5% wage increase.

Sergeant wages:

In the event the employer elects to promote a deputy to Sergeant the wages shall be as follows:

12/01/26 3% above base wage of the deputy.

12/01/27 5% above base wage of the deputy.

The wages for employees covered by this Agreement are set forth in Appendix F attached hereto.

ARTICLE 23 INSURANCE

Section 1 Hospitalization Insurance

The County will provide each employee with a policy of medical and hospitalization insurance on the same terms as provided to other County employees. The County, for each employee covered by this

Agreement, shall pay up to $338.75 per month per employee towards the County group health and life insurance plan provided by the County. For all increases above $338.75 for the monthly premium after December 1, 2003, the increased costs shall be split 80/20 with the County responsible for 80% of the increase and each individual employee responsible for 20% of the increase above $338.75. Family and dependent premiums shall be paid by the employee.

Section 2 Retirees Insurance

From the date of signing of this Agreement, employees who retire with twenty (20) years of service are eligible to participate, at their own expense, in the County's health insurance plan, provided that:

a) The employee decides on or before the date of retirement if they will participate. If the employee's decision is not to participate, the employee may not participate at a later date.

b) The total cost of the premium is paid by the employee.

c) Employees that are employed after retirement and are eligible to participate in the health insurance program of their new employer, or if health insurance coverage is available through a self-employment program, are ineligible to participate in the County health insurance program.

d) Only employees employed as of or after December 1, 1990, are eligible to participate.

e) This item is not re negotiable for ten (10) years from December 1, 1990. Employees who have elected to participate in the hospitalization plan prior to their retirement shall have such health insurance policy conversion privileges as are provided by law. If any of the above provisions pertaining to participation or eligibility for participation by retirees in the County health insurance plan should be superseded by law, applicable provisions of law shall control.

Section 3 Life Insurance

The County shall supply each full-time employee covered by the terms of this Agreement with $15,000 of term life insurance. The supplemental insurance coverage which is now available shall provide that employees may purchase additional term life insurance, at their own cost, up to fifteen thousand ($15,000); and the method of funding shall remain the same as that presently in effect.

ARTICLE 24 LABOR MANAGEMENT

Section 1 Labor Management Conferences

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

a) Discussion of the implementation and general administration of this Agreement.

b) A sharing of general information of interest to the parties.

c) Notifying the Council of changes in non-bargaining conditions of employment contemplated by the Employer which may affect employees.

d) Discussion of pending grievances on a non-binding basis to attempt to adjust such grievances and to discuss procedures for avoiding further grievances.

The Employer and the Council agree to cooperate with each other in matters of the administration of this Agreement, and to the degree that standards of law enforcement can be maintained for the

maximum protection of the citizens of the State of Illinois. To effectuate the purposes and intent of the parties, both parties agree to meet as necessary.

Section 2 Integrity of Grievance Procedure

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

Section 3 Council Rep Attendance

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

ARTICLE 25 SAFETY COMMITTEE

Section 1 Cooperation

The County and the Council agree to cooperate to the fullest extent reasonably possible to promote the use of safe equipment, facilities, practices and procedures.

Section 2 Safety Committee

Three (3) employees designated by the Council and up to three (3) people designated by the County shall comprise a safety committee for the purpose of discussing safety and health issues relating to employees and to recommend reasonable safety and health criteria relating to equipment, facilities, practices and procedures. The Committee shall meet as needed by mutual agreement. Formal recommendations of the committee shall be submitted in writing to the Sheriff with a copy to the Council but shall not be binding upon the County or the Council. Within a reasonable time after the formal recommendations are submitted to the Sheriff, he shall give his written response to the recommendations to the Committee.

Section 3 Disabling Defects

No employee shall be required to use any equipment that has been designated by both the Council and the County as being defective because of a disabling condition unless the disabling condition has been corrected. When an assigned department vehicle is found to have a disabling defect or is in violation of the law, the employee will notify their supervisor, complete-required reports, and follow the supervisor's direction relative to requesting repair, replacement or the continued operation of said vehicle.

ARTICLE 26 PEACE OFFICER'S BILL OF RIGHTS

Section 1

No employee shall be required or compelled to cooperate in any interrogation or interview designed to gather evidence of misconduct which may be the basis for filing charges seeking the employee's removal, discharge or suspension unless the following procedures are followed. Nothing in this Article, however, shall be construed to require that the following procedures be used in connection with an "informal inquiry" as that term is defined in The Uniform Peace Officers' Disciplinary Act 50 ILCS 725/1 et seq. and as amended of the Illinois Compiled Statutes; moreover, this Article does not preclude or usurp the legitimate function of the command officer or limit those items under management rights.

a) The interrogation shall be conducted at a reasonable hour, preferably at a time when the employee is on duty;

b) The interrogation shall take place at the office of command of the investigating officer, when possible;

c) The employee under interrogation shall be informed of the name, rank and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the interrogation. All questions directed to the employee under interrogation shall be asked by and through not more than two (2) interrogators.

d) The employee under investigation shall be informed in writing of the nature of the complaint and the names of all complainants, including outside complainants, prior to any interrogations. The names of witnesses, other than complainants, may be withheld at this time but must be provided to the employee at the time the employee is formally charged, or the matter is otherwise brought before the Sheriff. The disciplinary hearing at the office of the Sheriff shall be held not less than seven (7) days nor more than thirty (30) days after written notification has been sent, which period may be extended by reasonable requests for continuance by either the employee or the investigating officer. Interrogating sessions shall be for reasonable periods and shall be timed to allow for personal necessities and rest periods as are reasonably necessary.

e) A complete record transcribed by a tape recording shall be kept of the complete interrogation of a patrol employee, including all recess periods. A copy of the record shall be available to the employee or his counsel upon written request to the official counsel of the County;

f) If any employee under interrogation is under arrest, or is likely to be placed under arrest because of the interrogation, the employee shall be completely informed of all their rights prior to the commencement of the interrogation;

g) No State Statute shall be abridged, nor shall Carroll County adopt any regulation which prohibits the right of any employee to bring suit arising out of their duties as an employee, providing that when an employee files suit, that the employee notifies the Sheriff of their intention to do so;

h) Carroll County shall not insert any adverse material into any file of an employee covered by the terms of this Agreement, unless the employee has an opportunity to review and receive a copy of said material in writing regarding the adverse materials and to insert a written reply to such adverse material, if they so desire;

i) No employee shall be compelled to speak or testify before, or be questioned by, any non-governmental agency. The Department may not employ as an investigative aid any polygraph examination or any other form of lie detection device or equipment.

Section 2

No employee shall be required or requested to disclose any item of his property, income, assets, source of income (except from secondary employment), debts, or personal or domestic expenditures unless such information is necessary in an investigation and there exists a conflict of interest with respect to the performance of their official duties, or unless such disclosure is required by law.

Section 3

If the investigation or interrogation of an employee results in the recommendation of some action, such as demotion, transfer, dismissal, loss of pay, reassignment, or similar action which either could or would be considered a punitive measure, before taking such action, the County shall follow the procedures set forth in Article 12 entitled "Discipline Procedure."

Section 4 Complaints

Should an outside complainant fail to appear at the disciplinary hearing conducted by the Sheriff, the Sheriff shall be allowed continuance for a reasonable period of time when complainant can appear. In the event that the outside complainant refuses to testify, the complaint against the employee will be dismissed.

Section 5 Union Representation

An employee shall be entitled to Union representation during any questioning by the Employer which the employee reasonably believes could lead to discipline. The representation shall occur within three (3) business days but may be extended by mutual agreement with the Sheriff.

ARTICLE 27 EMPLOYEE TESTING

Section 1 Statement of County Policy

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

Section 2 Prohibitions

Employees shall be prohibited from:

a) consuming or possessing alcohol (unless in accordance with duty requirements) or illegal drugs at any time during the workday or anywhere on any County premises or job sites, including all County Buildings, properties, vehicles and the employee's personal vehicle while engaged in County business;

b) illegally selling, purchasing or delivering any illegal drug (including steroids), during the workday or on the Employer's premises;

c) failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking.

Section 3 Drug and Alcohol Testing Permitted

Where the County has reasonable suspicion to believe that an employee is then under the influence of alcohol or illegal drugs during the workday, the County shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement.

At least two (2) (non-bargaining unit) supervisory personnel who are not members of the bargaining unit represented by the Council must certify their reasonable suspicions concerning the affected employee prior to any order submitting to the testing authorized herein. There shall be no random or unit-wide testing of employees, except random testing of an individual employee as authorized in Section 8 below. The foregoing shall not limit the right of the County to conduct such tests as it may be deemed appropriate for people seeking employment as an employee prior to their date of hire.

Section 4 Order to Submit to Testing

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

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

employee to discipline, but the employees' taking of the test shall not be construed as a waiver of any objection or rights the employee may have.

Section 5 Test to be Conducted

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

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

b) ensure that the laboratory or facility selected conforms to all NIDA standards;

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

d) collect a sufficient sample of the same body fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the employee;

e) collect samples in such a manner as to ensure a high degree of security for the sample and its freedom from adulteration;

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

g) provide the employee with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense, provided the employee notifies the Sheriff within seventy-two (72) hours of receiving the results of the tests;

h) require that the laboratory or hospital facility report to the County that a blood or urine sample is positive only if both the initial screening and confirmation tests are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the County inconsistent with the understandings expressed herein (e.g. billings for testing that reveal the nature or number of tests administered), the County will not use such information in any manner or forum adverse to the employees' interests;

i) require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results that showing an alcohol concentration of .04 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive. (Note: The foregoing standard shall not preclude the County from attempting to show that test results between .01 and .04 demonstrate that the employee was under the influence, but the County shall bear the burden of proof in such cases);

j) provide each employee tested with a copy of all information and reports received by the County in connection with the testing and the results;

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

Section 6 Right to Contest

The F.O.P. and/or the employee, with or without the F.O.P., shall have the right to file a grievance

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

Section 7 Voluntary Requests for Assistance

The County shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the County may require reassignment of the employee with pay if the employee is then unfit for duty in their current assignment. The County shall make available through its Employee Assistance Program a means by which the employee may obtain referrals and treatment. All such requests shall be confidential, and any information received by the County, through whatever means, shall not be used in any manner adverse to the employee's interest, except reassignment as described above.

Section 8 Discipline

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

a) the employee agreeing to appropriate treatment as determined by the physician(s) involved;

b) the employee discontinues their use of illegal drugs or abuse of alcohol;

c) the employee completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months;

d) the employee agrees to submit to random testing during hours of work during the period of "after-care".

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

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

ARTICLE 28 UNIFORMS

The Employer shall provide the initial issuance of uniforms and equipment to all employees covered by this Agreement. The Employer shall also bear the cost of any Employer initiated changes in said equipment or uniforms. The Employer will provide each employee assigned to the Road with an annual clothing allowance in the amount of eight hundred ($800.00 dollars for the cleaning, maintenance and replacement of required uniforms or equipment. Each employee assigned to the Road shall be provided with a ballistic protection vest of a protection level equal to current recommended levels established

by reasonable law enforcement standards. The ballistic protection vest shall be replaced by the manufacture warranty, and any employee assigned a vest must always wear the vest on duty unless otherwise authorized by the Sheriff. The Employer will provide each Corrections employee an annual clothing allowance in the amount of six hundred ($600.00) dollars and. Dispatcher employees with an annual clothing allowance in the amount of five hundred ($500.00) dollars for the cleaning, maintenance and replacement of required uniforms or equipment.
The allowance shall be kept in the form of a line item voucher. No employee shall be denied use of the funds in the voucher when requests are made for authorized equipment or uniforms. All requests shall be submitted to the Sheriff or designee to insure the items requested are authorized. Any funds not used during the fiscal year shall be reverted back to the County. The Employer shall post quarterly, the remaining amount of uniform allowance for each employee. All uniforms and equipment provided by this section are the property of the Employer; old items of equipment and clothing shall be returned to the Employer when replaced.

ARTICLE 29 SAVINGS CLAUSE

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

ARTICLE 30 ENTIRE AGREEMENT

Section 1 Entire Agreement

This Agreement expresses and contains the full agreement of the parties on any matter properly subject to collective bargaining between them and concludes the bargaining on any subject between the parties for the term of this Agreement except per Section 4 of the IPLRA.

Section 2 Amendment

This Agreement may be amended by the mutual written agreement of the parties and shall then become part of this Agreement.

ARTICLE 31 DURATION AND SIGNATURE

This Agreement shall be effective from December 1, 2025, and shall remain in full force and effect until November 30, 2028, except as herein provided. It shall continue in effect from year to year thereafter unless notice of demand to bargain is given in writing by email or certified mail by either party at least 60 days before the expiration date. In the event that such notice is given, negotiations shall begin no later than fifteen (15) calendar days after notice unless a later time is mutually agreed to. Nothing in this paragraph shall preclude commencing negotiations by mutual agreement earlier if so desired. Demand to bargain notices shall be considered to have been given as of the date shown on the postmark.

Notwithstanding the foregoing, this Agreement shall remain in full force and effect after any expiration date while negotiations are continuing for a new contract between the parties. All provisions of this contract shall continue to remain in full force and effect during said period.

SIGNATURE PAGE

THIS AGREEMENT EXECUTED this _____ day of _____, 2026, after receiving approval of the County Board of Commissioners, Sheriff and proper ratification by the Council members.

Carroll County Board of Commissioners:

Chairperson: Date: 3/10/26

Carroll County Sheriff: Date: 03-10-26

Attest: Date: 3-10-26

County Clerk/Recorder:

Illinois Fraternal Order of Police Labor Council:

Date: _____

Date: _____

Date: _____

Date: _____

Date: 3-17-2026

Date: 03-17-26

Date: 03/17/26

Michael R Powell Assistant Director
Illinois Fraternal Order of
Police Labor Council

APPENDIX A DUES DEDUCTION
DUES AUTHORIZATION FORM

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

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

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

Signed: _____

Address: _____

City: _____

State: _____ Zip: _____

Cell Phone Number: _____

Personal E-mail: _____

Employment Start Date: _____

Title: _____ Today's Date: _____

Employer, please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council
Attn: Accounting
974 Clock Tower Drive
Springfield, Illinois 62704
(217) 698-9433

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

APPPENDIX B
WAGE SCHEDULE SENIORITY LISTING

The following list represents the wage schedule placement of all members of the bargaining unit. The initials affixed by the employee next to their name represent their agreement that they are appropriately placed. This will resolve all differences in question to wage schedule placement only. The Employer will provide a seniority list with hire dates for all other matters of seniority.

Employee	Position	Hire Date
David Mercado	Detective	05/16/2016
Justin Despain	Patrol	05/02/2016
David Geesey	Patrol	08/26/2024
Christian Ponall	Patrol	01/02/2017
Ryan Guenzler	Patrol	08/26/2024
Josi Meeker	Patrol	11/28/2021
Dan Nevills	Patrol	08/01/2023
Kody Scheider	Patrol	08/28/2023
Terry Spencer	Patrol	11/30/2025
Austin Sundquist	Patrol	01/31/2024
Tyler Todd	Patrol	02/14/2022
Ethan Riley	Patrol	02/02/2026
George Heffelfinger	Corrections	11/06/2006
Phil Schneider	Corrections	03/04/2019
Gary Kuhse	Corrections	10/19/2020
Liam Swiderski	Corrections	02/18/2023
Brandon Brown	Corrections	03/01/2024
Jeremy Smith	Corrections	06/03/2024
Scott Clark	Corrections	06/19/2024
Wesley Proulx	Corrections	08/25/2025
Stephanie Brown	Dispatch	03/23/2003
Tori Schoenhaar	Dispatch	09/01/2007
Kayla Russell	Dispatch	03/14/2017
Gwyndolyn Bemis	Dispatch	10/22/2023
Tristen Ritchie	Dispatch	11/20/2024
Tamzie Feary	Dispatch	06/02/2025

Road	Current	25-26	26-27	27-28
Despain, Justin	$ 57,896.50	$ 63,027.88	$ 65,233.86	$ 67,517.05
Geesey, David	$ 52,952.30	$ 57,910.63	$ 59,937.50	$ 62,035.31
Guenzler, Ryan	$ 51,500.00	$ 56,407.50	$ 58,381.76	$ 60,425.12
Mercado, David	$ 57,896.50	$ 63,027.88	$ 65,233.86	$ 67,517.05
Meeker, Josi	$ 54,939.77	$ 59,967.66	$ 62,066.53	$ 64,238.86
Nevills, Dan	$ 52,952.30	$ 57,910.63	$ 59,937.50	$ 62,035.31
Ponall, Christian	$ 57,163.41	$ 62,269.13	$ 64,448.55	$ 66,704.25
Riley, Ethan		$ 62,269.13	$ 64,448.55	$ 66,704.25
Scheider, Kody	$ 52,221.00	$ 57,153.74	$ 59,154.12	$ 61,224.51
Spencer, T.J.	$ 55,110.00	$ 60,143.85	$ 62,248.88	$ 64,427.59
Sundquist, Austin	$ 51,000.00	$ 55,890.00	$ 57,846.15	$ 59,870.77
Todd, Tyler	$ 52,221.00	$ 57,153.74	$ 59,154.12	$ 61,224.51

Corrections		25-26	26-27	27-28
Brown, Brandon	45,538.36	$ 49,719.70	$ 51,459.89	53,260.99
Clark, Scott	46,822.77	$ 51,049.07	$ 52,835.79	54,685.04
Heffelfinger, George	58,589.26	$ 63,227.38	$ 65,440.34	67,730.75
Kuhse, Gary	49,385.96	$ 53,701.97	$ 55,581.54	57,526.89
Proulx, Wesley	44,000.00	$ 48,127.50	$ 49,811.96	51,555.38
Schneider, Phil	49,385.96	$ 53,701.97	$ 55,581.54	57,526.89
Smith, Jeremy	44,290.00	$ 48,427.65	$ 50,122.62	51,876.91
Swiderski, Liam	46,875.87	$ 51,104.03	$ 52,892.67	54,743.91

Dispatch		25-26	26-27	27-28
Bemis, Gwyn	$ 43,496.90	$ 47,089.29	$ 48,737.42	$ 50,443.23
Brown, Stephanie	$ 59,112.29	$ 63,251.22	$ 65,465.01	$ 67,756.29
Feary, Tamzie	$ 43,163.00	$ 46,743.71	$ 48,379.74	$ 50,073.03
Miller, Adriana	$ 43,163.00	$ 46,743.71	$ 48,379.74	$ 50,073.03
Ritchie, Tristen	$ 43,260.00	$ 46,844.10	$ 48,483.64	$ 50,180.57
Russell, Kayla	$ 49,949.29	$ 53,767.52	$ 55,649.38	$ 57,597.11
Schoenhaar, Tori	$ 56,294.54	$ 60,334.85	$ 62,446.57	$ 64,632.20

Starting Salaries		25-26	26-27	27-28
Dispatch		$44,000.00	$45,540.00	$47,134.00
Corrections		$45,000.00	$46,575.00	$48,205.00
Patrol		$52,000.00	$53,820.00	$55,705.00
Sgt. Pay	Salary Plus	0%	3%	5%

APPENDIX C AGREEMENT

AGREEMENT entered into the 12th day of November, 1990, by and between the County of Carroll and the Carroll County Sheriff (hereafter "the Employer") and the Illinois Fraternal Order of Police Labor Council (hereafter "the Lodge" and Jennifer Neuschwanger (hereafter "the Employee")

WHEREAS, there is a question of placement in the wage schedule based on seniority;

WHEREAS, there is an agreement between the Employer and the Employee to allow seniority credit for time in service while a secretary;

WHEREAS, the parties are desirous of resolving any current or future questions of seniority;

NOW THEREFORE, the parties agree as follows:

1) That Jennifer Neuschwanger be placed in the seven (7) year to eight (8) year step in Article Twenty-three (23) entitled "Wage Schedule" under the section for Corrections/Dispatchers.

2) That Jennifer Neuschwanger's seniority will continue from this level forward as long as she is continually employed with the Carroll County Sheriff's Department.

3) That the Council and Jennifer Neuschwanger represents to the Employer and to the Union that this decision to enter into this Settlement Agreement has been freely made of her own volition, and that;

a) the Council and Jennifer Neuschwanger have not been coerced, threatened or otherwise induced to enter into this Agreement by any representative of any party to the Settlement Agreement; and,

b) the Lodge and Jennifer Neuschwanger agree that no grievances may be filed in regard to the Employer's placement of the Employee in the seven (7) year to eight (8) year wage scale bracket;

c) the Lodge and Jennifer Neuschwanger agree to waive any civil litigation in regard to the Employer's placement of the Employee in the seven (7) year to eight (8) year wage scale bracket.

4) That the undersigned representatives of the Union and the Employer have been fully authorized to enter into and bind their respective parties to the terms hereof.

FOR THE EMPLOYER:

Harold Brinkmeier	11-15-90
It's Authorized Representative	Date

FOR THE UNION:

J. Jerry Lieb	11-12-90
It's Authorized Representative	Date

FOR THE LODGE

Donald S. Wolfe, Jr.	11-12-90
It's Authorized Representative	Date

Jennifer Neuschwanger	11-12-90
Jennifer Neuschwanger	Date

APPENDIX D AGREEMENT

AGREEMENT entered into this 14th day of November, 1990, by and between the County of Carroll and the Carroll County Sheriff, (hereafter the "Employer") and the Illinois Fraternal Order of Police Labor Council (hereafter "the Union") and the Carroll County Fraternal Oder of Police Labor Council Unit (hereafter "the Lodge") and Kathleen Dimmick (hereafter "the Employee");

WHEREAS, there is a question of placement in the wage schedule based on seniority;

WHEREAS, there is an agreement between the Employer and the Employee to allow - ½ time seniority credit for time in service while a dispatcher;

WHEREAS, the parties are desirous of resolving any current or future questions as to seniority.

NOW THEREFORE, the parties agree as follows:

1) That Kathleen Dimmick be placed in the ten (10) year to eleven (11) year step in Article twenty three (23) entitled "wage Schedule" under the section for Road Deputies.

2) That Kathleen Dimmick's seniority will continue from this level forward as long as she is continually employed with the Carroll County Sheriff's Department.

3) That the Council and Kathleen Dimmick represents to the Employer and to the Union that this decision to enter into this Settlement Agreement has been freely made of her own volition, and that;

a) the Lodge and Kathleen Dimmick have not been coerced, threatened or otherwise induced to enter into this Agreement by any representative of any party to the Settlement Agreement; and

b) the Lodge and Kathleen Dimmick agree that no grievances may be filed in regard to the ten (10) year to eleven (11) year wage schedule bracket; and

c) the Lodge and Kathleen Dimmick agree to waive any civil litigation in regard to the Employer's placement of the Employee in the ten (10) year to eleven (11) year wage schedule bracket; and

d) it is understood that paragraph B and C waive grievances and civil litigation rights only in regard to the placement wage schedule and that all other rights of grievance and civil litigation remain intact in regard to any other portion of the contract.

4) The undersigned representatives of the Union and the Employer have been fully authorized to enter into and bind their respective parties to the terms hereof.

FOR THE EMPLOYER:

Harold Brinkmeier, Chrm	11-15-90
Its Authorized Representative	Date

FOR THE UNION:

J. Jerry Lieb	11-27-90
Its Authorized Representative	Date

FOR THE LODGE:

Donald S. Wolfe, Jr.	11-15-90
Its Authorized Representative	Date
Kathleen Dimmick	11-14-90
Kathleen Dimmick	Date

APPENDIX E LETTER OF AGREEMENT

THIS LETTER OF AGREEMENT is entered into on the date of its approval by the members of the bargaining unit of Council No. 905 of the Fraternal Order of Police Labor Council and the County Board of the County of Carroll and constitutes a full and final settlement of the disputes described herein. The Union and the County agree that all matters addressed herein, shall be treated as though they were the subject of grievance procedures under the collective bargaining agreement entered into between the parties in November, 1990 now in effect and that all steps previous to step 3 have occurred or are waived.

1. Article VIII. The parties understand and agree that the phrase "The time spent at the training or conference will be considered as a regular duty shift regardless of the actual hours spent in training" shall be understood to mean that all time spent at any approved training or conference and all necessary travel time to and from such training or conference shall constitute hours worked under the collective bargaining agreement. Should an employee attend such training or conference during a scheduled work shift, the employee shall return to active duty for any balance of such shift.

2. Article XXII. The parties understand and agree that for the duration of the collective bargaining agreement the work schedule of the Department shall consist of shifts of 12 consecutive hours each starting at 6:00 a.m. or at 6:00 p.m. Twelve consecutive hours of work shall constitute a regular work day and a 28 day tour of duty shall constitute regular work period. The shifts will rotate every 28th day. A regular work period shall consist of 168 hours in a regular tour of duty, with the hours worked between the 160th and 168th during the tour to be compensated in accordance with the settlement agreement dated 5/24/91, a copy of which is attached hereto and incorporated herein.

3. Vacation days, personal days and sick days accumulated under the terms of the collective bargaining agreement shall accumulate on the basis of a 12 hour day. Holiday pay shall be paid on the basis of an 8 hour day.

4. The grievance presented by Deputy Craig Dimmick filed March 24, 1993 relating to the denial of his vacation request shall be allowed. He shall be released from work for vacation on April 9 and 10, 1993 in accordance with his request.

5. All grievances filed at this time, including the grievance bearing FMCS #22-23808 (reduction of holiday benefits) are fully and completely settled between the parties by this agreement. All claims to pay or benefits of any kind are hereby waived by the parties. The union agrees to withdraw FMCS #22-23808.

Tentatively agreed to pending full approval by the County Board of Carroll County and the membership of Council 905:

Janice L. Mendel Chrm
For the Administrative
and Personnel Committee

James M. Hiher
For the Union
David B. Nixon, IFOPLC

This Agreement is incorporated into and made part of the parties' current collective bargaining agreement. MB

APPROVED:

Mark K. Brown (Date) 4/15/93
Mark K. Brown
Chairman County Board
for the County

James M. Hiher (Date) 4/19/93
For the Union/Unit A

Arthur A. Moshure (Date) 4/19/93
For the Union/Unit B

David B. Nixon (Date) 4/22/93
For the IFOPLC

APPENDIX F GRIEVANCE SETTLEMENT AGREEMENT

GRIEVANCE SETTLEMENT AGREEMENT entered into this the day of March, 1991, by and between the County of Carroll and the Sheriff of Carroll County (hereafter "the Employer") and the Illinois Fraternal Order of Police Labor Council (hereafter "the Union") and the Carroll County Fraternal Order of Police Council (hereafter "the Lodge").

WHEREAS, the Lodge has filed grievances in regard to the method of computing overtime and the hourly rate; and

WHEREAS, the Lodge has filed a grievance in regard to not receiving compensation for hours worked between 160 and 168; and

WHEREAS, the Lodge and Employer had a good faith difference of opinion;

NOW THEREFORE, the parties agree as follows:

1) The employer agrees to compute the Employee's hourly rate of pay based on 2080 hours per year; and

2) The Employer agrees to pay the Employees at the appropriate straight time rate for all hours worked between 160 to 168 hours; and

3) The Employer agrees to implement paragraphs (1) and (2) effective March 1, 1992; and

4) The Lodge will agree to withdraw the grievance in regard to overtime hours worked between December 1, 1990 and February 28, 1991;

5) Based on the representations of the Lodge to the Union, and the Lodge's expressed desire that the grievances not be further processed, the Union agrees to withdraw the grievances and deem the matter settled in accordance with this Settlement Agreement.

6) That the Lodge agrees to withdraw the grievance and deem the matter settled in accordance with this Settlement Agreement.

7) That the Lodge represents to the Employer and to the Union that this decision to enter into this Settlement Agreement has been freely made of their own volition, and that the Council has instructed and authorized the Union to not further process the grievances and enter into this Settlement Agreement; and

8) That the undersigned representatives of the Union and the Employer have been fully authorized to enter into and bind their respective parties to the terms hereof.

FOR THE EMPLOYER:

Marvin D. Bausman	5/24/91
Its Authorized Representative	Date

FOR THE UNION:

David B. Nixon	5/24/91
Its Authorized Representative	Date

FOR THE LODGE:

James M. Hiher	5/24/91
Its Authorized Representative	Date

APPENDIX G INSURANCE SIDE LETTER

The Union and the County recognize that insurance costs are likely to increase over time and that the County may during the lifetime of this agreement find it to be in the best interests of the County to change the plan of insurance. Only in the event of a significant or substantial change in the plan would the duty to bargain arise. The term "significant or substantial" means a change in the order of a change in deductible from $250 to $1,000, while a change from $250 to $500 would not be "significant or substantial." An 80/20 co-pay increase from $2,000 to $4,000 would be "significant or substantial" but a change from $2,000 to $3,000 would not. A change in the prescription drug card from $5 and $10 to $15 and $20 would be "significant or substantial" but a change from $5 and $10 to $7 and $12 would not.

The parties to this agreement recognize also that as of the date that this language is tentatively agreed to, the County Board is in the process of reviewing the existing plan of insurance and that the County Board may decide to change the plan in a manner that provided at least the same coverage as that which is in effect on the date of the tentative agreement, if not better. The Union accepts in good faith the statement of the County that it is seriously investigating a change to a self-insurance plan. The Union and County agree that the wage provisions tentatively agreed to on this date would, if finally approved, apply as of December 1, 2000; but that the insurance provisions would become effective on the effective date of the new plan if a new plan should be adopted by the County Board. The parties recognize that it is not possible to determine on this date when any such new plan would become effective.

For the Union:

J. Jerry Lieb, IFOP Labor Council

Deputy's Labor Committee Chairman

Correction's Labor Committee Chairman

For the Employer:

County Board Chairman

Sheriff

3 10 26

Date

APPENDIX H
INSURANCE SETTLEMENT AGREEMENT SIDE LETTER

The Union and the County recognize that pursuant to collective bargaining negotiations involving the collective bargaining agreement ratified by the Carroll County Board on November 18, 2004, [Contract period December 1, 2003, to November 30, 2006], the Union hereby agrees to withdraw the grievance filed on February 16, 2004, on behalf of the Union regarding the County's change of health insurance plan coverage on February 1, 2004, which the Union deemed to be a significant or substantial change in insurance plan coverage. The Union and the County further recognize that pursuant to collective bargaining negotiations in reaching a tentative agreement on the Agreement approved by the Carroll County Board on November 18, 2004, that Appendix I [Insurance Side Letter] is hereby withdrawn and no longer incorporated or a part of the Collective Bargaining Agreement tentatively agreed to and ratified by the Carroll County Board on November 18, 2004. The parties recognize that pursuant to collective bargaining negotiations issues of health and life insurance shall be governed by Article 24, Section 1.

For the Union:

IFOP Labor Council

Deputy's Labor Committee Chairman

Correction's Labor Committee Chairman

12-13-04
Date

For the Employer:

County Board Chairman

Sheriff

12/13/04
Date