

**LABOR  
AGREEMENT**

**SHERIFF OF KANE COUNTY AND COUNTY OF KANE**

**AND**

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,  
COUNCIL 31, AFL-CIO**

**ON BEHALF OF AND WITH LOCAL 245**

**DECEMBER 1, 2005 THROUGH NOVEMBER 30, 2008**

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## PREAMBLE

This Agreement is entered into by the Sheriff of Kane County and County of Kane County, hereinafter referred to as the "Employer", and the American Federation of State, County and Municipal Employees, Council 31, AFL-CIO on Behalf of and with Local 245, hereinafter referred to as the "Union."

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

To the extent provisions of the Collective Bargaining Agreement are in conflict with provisions of the Kane County Code, the provisions of the Collective Bargaining Agreement shall apply.

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

**ARTICLE 1**  
**RECOGNITION**

**Section 1. Bargaining Unit Descriptions**

The Employer hereby recognizes the Union as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on matters relating to wages, hours, working conditions and other terms and conditions of employment of the following unit:

Unit A – All deputized Corrections Officers and Corrections Sergeants. Excluded: Chief of Corrections, Corrections Bureau Commanders, Corrections Captains, Corrections Lieutenants, and all other confidential, managerial, and supervisory employees as defined in the Illinois Public Labor Relations Act.

While the Sheriff recognizes all job classifications under this agreement, the Sheriff will be under no obligation to fill vacant positions when qualified personnel are unavailable or operational needs do not warrant the position be filled. Exempt status positions will be filled by only one person unless otherwise stated in this Agreement.

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

**Section 2. New Classifications**

If a new position classification is created by the Employer, the Employer shall set the proper pay grade for the classification.

The Employer shall determine 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 Kane County Government System if available otherwise to the Kane County Labor Market generally;
- C) Significant differences in working conditions to comparable position classifications.

If the Union does not agree with the determination of the proposed salary grade the Employer establishes under this paragraph, then the Union shall within ten (10) days request a meeting with the Employer to discuss the Employer's action. The Employer shall thereafter meet with the Union and render a decision within twenty (20) calendar days. If the Union still disagrees with the decision of the Employer, they may submit the matter to Step IV of the Grievance Procedure within ten (10) days from the receipt of the Employer's decision.

**Section 3. Non-bargaining Unit Personnel**

Non-Bargaining Unit Personnel may continue to perform bargaining unit work that is incidental to their jobs. However, they may perform bargaining unit work in emergency situations and where such work is necessary to train a bargaining unit employee. Such work by said personnel shall not cause any layoffs of the bargaining unit employees. Nothing in this paragraph is intended to alter or reduce the Employer's Management Rights.

**Section 4. Short-term Employees**

The Sheriff may continue to utilize the services of student interns or short-term employees to assist and supplement bargaining unit work in accordance with past practice and the Illinois Labor Relation Act.

**Section 5. Abolition, Merger or Change of Job Classification**

If the Employer determines to abolish, merge or change existing classifications the Employer shall negotiate with the Union over the impact of such. Such negotiations shall include good faith impact bargaining as required under the Illinois Public Labor Relations Act. The Parties agree that a change in job title in the bargaining unit shall not remove the job position from the bargaining unit as long as the type of work performed by the position remains essentially the same.

**Section 6.     Job Audit/Reclassification**

Any employee who believes that he/she is performing work outside his/her job description shall be granted a job audit on the work being performed. A written request for a job audit or reclassification will be submitted through the Union and a written decision returned by management within 60 days. If the job audit creates a reclassification for that employee, the affected employee(s) shall receive any retroactive increase in pay that was created by the reclassification.

**ARTICLE 2  
PROBATIONARY EMPLOYEES**

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

**ARTICLE 3  
SAVINGS CLAUSE**

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

**ARTICLE 4  
UNION SECURITY**

**Section 1.     Deductions**

The Employer agrees to deduct from the pay of those employees who individually request it any or all of the following:

- A)     Union membership dues, assessments, or fees;
- B)     Union sponsored credit union contribution or other union sponsored programs;
- C)     P.E.O.P.L.E. contributions.

Requests for any of the above shall be made on a form agreed to by the parties and shall be made within the provisions of applicable state statutes.

Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with law and shall be remitted each pay day to AFSCME Council 31 at 615 South Second Street, P.O. Box 2328, Springfield, IL 62705-2328, along with a list of bargaining unit employees' and union members' names and social security numbers. The Union shall advise the Employer of the deduction rate and any increase in dues or other approved deductions in writing at least fifteen (15) days prior to its effective date.

**Section 2. Fair Share Deductions**

Employees covered by this Agreement who are not members of the Union paying dues by voluntary payroll deduction shall be required to pay in lieu of dues, their proportionate fair share of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment in accordance with the Illinois Public Labor Relations Act. The fair share payment, as certified by the Union, shall be deducted by the Employer from the earnings of the non-member employees and shall be remitted each pay day to the Union at the address designated in writing to the Employer by the Union. The Union shall advise the Employer of any increase in fair share fees in writing at least fifteen (15) days prior to its effective date. The amount constituting each non-member employee's share shall not exceed dues uniformly required to Union members.

**Section 3. Religious Exemption**

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

**Section 4. Notice and Appeal**

The Union agrees to provide notices and appeal procedures to employees in accordance with applicable law.

**Section 5. Indemnification**

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

**ARTICLE 5  
INDEMNIFICATION**

The Employer shall defend and indemnify the employees according to terms of the applicable statutes of the State of Illinois.



**ARTICLE 6**  
**NON-DISCRIMINATION**

**Section 1. Prohibition Against Discrimination**

Both the Employer and the Union agree not to illegally discriminate against any employee on the basis of race, sex, creed, religion, color, marital or parental status, age, national origin, political affiliation, disability, or veteran status; provided, however, that all personnel of the Office must at all times support and defend the Constitution and laws of the United States, State of Illinois and laws promulgated there from.

**Section 2. Union Membership or Activity**

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

**Section 3. Equal Employment/Affirmative Action**

The parties recognize the Employer's obligation to comply with federal and state Equal Employment and sex discrimination laws applicable to the Sheriff.

**ARTICLE 7**  
**NO STRIKE OR LOCKOUT**

**Section 1. No Strike Commitment**

Neither the Union nor any bargaining unit 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 Sheriff during the term of this Agreement. No bargaining unit employee shall refuse to cross any picket line, by whomever established.

**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 that may arise within the County. The Union agrees that no disciplinary action or other action will be taken by the Union against any employee or employees covered by this Agreement by reason of any such action or conduct in the line of duty.

**Section 3. Resumption of Operations**

In the event of action prohibited by Section 1 above, the Union immediately shall disavow such action and request the employees to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Union, including its officials and

agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

**Section 4. No Lockout**

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

**ARTICLE 8**  
**SENIORITY**

**Section 1. Definition**

For the purpose of this agreement the following definitions shall apply:

A) County-wide Seniority means an employee's uninterrupted employment with the County since their last date of hire as listed in Appendix A.

B) Classification Seniority means the length of uninterrupted employment an employee has in their current classification. Where employees have the same classification seniority date, any such tie shall be broken at the time of hire or promotion by drawing lots.

C) Office Seniority means the length of uninterrupted employment an employee has in the Sheriff's Office.

(Part-time employees shall receive seniority on a prorated basis.)

**Section 2. Loss of Seniority**

An employee shall lose his/her applicable seniority in accordance with Section 1 and no longer be an employee if:

A) He/she resigns or quits by giving an official letter of resignation.

B) He/she is discharged for just cause unless reversed through the Grievance or Arbitration Procedure or the Merit Commission, whichever is applicable.

C) He/she retires.

D) He/she does not return to work from layoff or authorized leave of absence within ten (10) calendar days after being notified by certified mail to return.

E) He/she has been on layoff for a period of time equal to his/her seniority at the time of his/her layoff or two (2) years, whichever is greater.

F) Accepts "gainful employment" that is inconsistent with the purpose of the authorized leave while on an approved leave of absence from the Sheriff's Office.

**Section 3. Seniority List**

The Sheriff and Union have agreed upon the initial seniority list setting forth the present seniority dates for all employees covered by this Agreement and shall become effective on or after the date of execution of this Agreement. Such lists shall 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 Sheriff will post a seniority list on the employee bulletin boards on a quarterly basis and furnish such list to the Union upon request.

**Section 4. Seniority While on Leave**

Employees will not continue to accrue seniority credit for all time spent on authorized unpaid leave of absence beyond three months except for authorized leave due to circumstances beyond the control of the employee such as medical leave, military leave, etc.

**ARTICLE 9  
LAYOFF AND RECALL**

**Section 1. Procedure for Layoff**

A) When employees are removed from a classification for the purpose of reducing the work force of that classification, the employee with the least seniority in the affected classification and bargaining unit shall be removed first. For the purpose of this Article persons of different rank shall be considered to be in separate classifications.

B) A removed employee shall be transferred, conditioned upon being qualified to perform the work available in the following order or priority:

- 1) To a vacancy, if any, in another classification in the same pay grade within the same bargaining unit;
- 2) To replace an employee with less seniority, if any, in another classification in the same pay grade within the same bargaining unit;
- 3) To a vacancy, if any, in a classification assigned to the next lower pay grade with the same bargaining unit;
- 4) To replace an employee with less seniority, if any, in a classification assigned to the next lower pay grade within the same bargaining unit.

C) A removed employee not transferred as provided in B above shall have the procedure set forth in B-3) above applied to classifications assigned to each succeeding next lower pay grade until he/she is transferred or laid off.

D) The procedure set forth in B and C above shall be applied for an employee who is replaced as a result of the application of the above procedure until he/she is transferred or laid off.

E) In applying the procedures set forth in B, C, and D above, a removed or replaced full-time employee shall be transferred to another full-time position. A removed or replaced part-time employee shall be transferred to either a full-time or part-time position.

F) In applying the above procedures, full-time probationary employees shall be removed from the affected classification or replaced, as the case may be, prior to removing or replacing full-time, non-probationary employees, and part-time probationary employees shall be removed or replaced prior to removing or replacing part-time, non-probationary employees.

G) Temporary employees shall be laid off prior to the layoff of any full-time or part-time employees.

## **Section 2. Procedure for Recall**

An employee with seniority who has been laid off or transferred as a result of a layoff shall be recalled to work, conditioned upon ability to perform the work available, in accordance with the reverse application of the procedure for layoff. Recall rights shall continue for two (2) years after an employee has been laid off. No new employees at all shall be hired until all employees on layoff desiring to return to work shall have been given the opportunity to return to work.

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

## **Section 3. Notice**

The Employer shall notify the Union thirty (30) days prior to the intended effective date of a planned layoff. The Employer and the Union will discuss alternatives to the layoff if put forth by the Union.

Any employee to be laid off will be notified thirty (30) calendar days prior to the effective date.

# **ARTICLE 10 GRIEVANCE PROCEDURE**

## **Section 1. Grievance**

A Grievance is defined as a dispute or disagreement as to the interpretation and application of any provision in this Agreement. Grievances may be processed by the Union on behalf of an employee or on behalf of a group of employees or itself setting forth name(s) or

group(s) of the employee(s). Either party may have the grievant or one grievant representing group grievant present at any step of the grievance procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group. Nothing in this Article is designed to alter a superior officer's duties in the chain of command.

Business days shall include the weekdays of Monday through Friday, excluding holidays or other days the Sheriff's Office administrative functions are closed.

## **Section 2. Grievance Steps**

### **Step 1. Immediate Supervisor**

The Employee and/or the Union shall orally raise the grievance with the employee's supervisor, who is outside the bargaining unit. The employee shall inform the supervisor that this discussion constitutes the first step of the grievance procedure. All grievances must be presented not later than ten (10) business days from the date the grievant became aware of the occurrence giving rise to the complaint. The immediate supervisor shall render a written response to the grievance within ten (10) business days after the grievance is presented. If the written grievance is not resolved at Step 1, the immediate supervisor shall sign the written statement of grievance prepared for submission at Step 2 acknowledging discussion of the grievance. In those circumstances where securing the signature of the first level supervisor who is physically not available to sign would have adversely affected a timely submittal to the second level, the grievance will be submitted to the second level without such signature. A copy of the grievance shall subsequently be provided to the first level supervisor for such signature. The parties recognize that variations from the immediate supervisor, where mutually agreeable, may exist. The Union is entitled to be present at any grievance meeting and any grievance settlement should not conflict with this Contract.

### **Step 2. Bureau Commander**

In the event the grievance is not resolved in Step 1, it shall be presented in writing by the Union to the appropriate Bureau Commander or his/her designee within five (5) business days from the receipt of the answer or the date such answer was due, whichever is earliest. Within five (5) business days after the grievance is presented to Step 2, the Bureau Commander shall render a written answer to the grievant and provide a copy of such answer to the Union. The written grievance shall be on an agreed upon form that shall be provided by the Employer in adequate amounts to the Union. The written grievance shall contain a statement of the grievant's complaint, the section(s) of the Agreement allegedly violated, if applicable; the date of the alleged violation, if applicable, and the relief sought. The form shall be signed and dated by the grievant. Improper grievance form, date or section citation shall not be grounds for denial of the grievance.

### **Step 3. Sheriff**

If the grievance is still unresolved, it shall be presented by the Union to the Sheriff or his designee in writing within five (5) business days after receipt of the Step 2 response or after the

Step 2 response is due, whichever is earliest, or within five (5) business days after the Step 1 response, or after Step 1 response is due, if Step 2 is not applicable.

Within five (5) business days after receipt of the written grievance the parties shall meet or hold other discussions in an attempt to solve the grievance unless the parties mutually agree otherwise. The Sheriff or designee shall give his/her written response within five (5) business days following the meeting.

If no meeting is held, the Sheriff or his/her designee shall respond in writing to the grievance within five (5) business days of receipt of the grievance.

#### Step 4. Arbitration

If the grievance is still unsettled, and the Union wishes to proceed to arbitration, the grievance must be presented to arbitration within fifteen (15) business days after the receipt of the Step 3 response or the date the response was due, whichever is earlier. The Union shall notify the Sheriff in writing of the intent to go to arbitration.

Upon request of either party, the parties may meet within ten (10) business days after receipt of the Step 3 response or the date the response was due for the purpose of conducting a pre-arbitration conference to attempt to resolve the grievance prior to requesting arbitration.

If arbitration is requested, representatives of the Sheriff and the Union shall meet to select an arbitrator. If the parties are unable to agree on an arbitrator within the five (5) business days, the parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. The parties shall alternately strike the names of three (3) arbitrators, taking turns as to the first strike. The person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators. The arbitrator shall be notified of his/her selection by a joint letter from the Sheriff and the Union, requesting that he/she set a time and place for the hearing, subject to the availability of the Sheriff and Union representatives and shall be notified of the issue where mutually agreed by the parties.

#### Arbitration Procedures

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

The Employer or Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses who are not employees of the Employer.

Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on the question of arbitrability. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute. The arbitrator shall neither amend, modify, nullify, ignore, add, or subtract from the provisions of the Agreement.

The expenses and fees of the arbitrator and the cost of the hearing room shall be shared equally by the parties. Nothing in this Article shall preclude the parties from agreeing to use expedited arbitration procedures.

The decision and award of the arbitrator shall be final and binding on the Employer, the Union, and the employee or employees involved.

If either party desires a verbatim record of the proceeding, it may cause such a record to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy it shall pay for the cost of its copy.

### **Section 3. Time Limits**

Grievances may be withdrawn at any step of the Grievance Procedure. Such withdrawal shall not constitute a decision on the merits of the Grievance. Grievances not raised or appealed within the designated time limits will be barred.

The time limits at any step or for any hearing may be extended by mutual agreement of the parties involved at that particular step.

Failure to respond within the time limits by the designated person shall automatically advance the grievance to the next step.

### **Section 4. Time Off, Meeting Space and Telephone Use**

Section A. Time Off: The grievant(s) and/or Union grievance representative will be permitted reasonable time without loss of pay during their working hours to investigate and process grievances. A grievant that is called back on a different shift or on his/her day off as a result of the Sheriff scheduling a grievance meeting shall have such time spent in the meeting considered as time worked. Witnesses whose testimony is pertinent to the Union's presentation or argument will be permitted reasonable time without loss of pay to attend grievance meetings and/or respond to the Union's investigation. No employee or Union representative shall leave his/her work to investigate, file or process grievances without first notifying and receiving permission from his/her supervisor or designee as well as the supervisor of any unit to be visited, and such permission shall not be denied unreasonably. Employees attending grievance meeting shall normally be those having direct involvement in the grievance.

Section B. Meeting Space and Telephone Use: Upon request, the employee and Union representative shall be allowed the use of an available appropriate room while investigating or processing a grievance; and, upon prior general approval, shall be permitted the reasonable use of telephone facilities for the purpose of investigating or processing grievances. Such use shall not include any long distance or toll calls at the expense of the Employer.

### **Section 5. Advanced Grievance Step Filing**

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may by mutual agreement be filed at the appropriate advance step where the

action giving rise to the grievance was initiated. Mutual agreement shall take place between the appropriate Union representative and the appropriate Employer representative at the step where it is desired to initiate the grievance.

**Section 6. Pertinent Witnesses and Information**

Either Party may request the timely production of specific documents, books, papers or witnesses reasonably available from the other party and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and shall be in conformance with applicable laws, and rules issued pursuant thereto, governing the dissemination of such materials. This paragraph is not applicable to Step 1 of the grievance procedure. Requests made pursuant to this section by the Union may only be initiated by the Union President or his designee.

**ARTICLE 11**  
**DISCIPLINE AND DISCHARGE**

**Section 1. Discipline and Discharge**

The parties recognize the principles of progressive and corrective discipline.

Disciplinary action or measures shall include the following:

1. Oral Reprimand
2. Written Reprimand
3. Suspension (notice to be given in writing)
4. Demotion (notice to be given in writing)
5. Discharge (notice to be given in writing)

Disciplinary action may be imposed upon an employee only for just cause.

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

Employees must sign for receipt of oral and written reprimands but such signature does not indicate that employees are in agreement with the discipline.

**Section 2. Limitation**

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

**Section 3. Pre-Disciplinary Meeting**

For discipline other than oral and written reprimands, prior to imposing the contemplated discipline on the employee, the Sheriff or his designee shall meet with the employee involved



and inform the employee of the contemplated discipline and the reason thereof. The employee shall be informed of his contract rights to Union representation and shall be entitled to such, if so requested by the employee, and the employee and Union representative shall be given the opportunity to rebut or clarify the reasons for such discipline and further provided that a Union representative shall be available within twenty-four (24) hours of notification. If the employee does not request Union representation, a Union representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings, provided that said Union representative must be available when the meetings take place within 24 hours after notice.

**Section 4. Investigative Interviews**

Where the Sheriff or his designee desires to conduct an investigative interview of 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 Union representation at such interview. If the employee desires such Union representation, no interview shall take place without the presence of a Union representative. The role of the Union representative is limited to assisting the employee, clarifying the facts and suggesting other employees who may have knowledge of the facts. If the employee does not request Union representation, Union representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings provided that a Union representative is available within 24 hours notice from Sheriff to the Union.

**Section 5. Removal of Discipline**

Records of discipline other than suspensions shall be removed from the employee's personnel file if two (2) years pass from the date of the offense without the employee receiving discipline for the same offense unless the employee is subject of ongoing progressive discipline

Records of discipline concerning suspensions shall be removed from the employee's personnel file if five (5) years pass from the date of the offense without the employee receiving discipline for the same offense unless the employee is the subject of ongoing progressive discipline.

**Section 6. Polygraphs**

Employees shall not be required to take a polygraph examination as a condition of retaining employment.

**Section 7. Limitation of the Grievance Procedure**

Oral or written reprimands shall be subject to the grievance procedure through step three thereof but shall not be subject to arbitration.

**Section 8. Merit Commission Employees (See Memorandum of Understanding attached as Appendix D)**

The discipline of Merit Commission employees shall have as an alternative to review by the Merit

Commission be subject to review by the provisions of Step Three of the Grievance Procedure. Within the time provided for in Step Four of the Grievance Procedure for appealing the decisions of the Sheriff, the Union may file a request for arbitration under the provisions of Step Four of the Grievance Procedure. If no such request is made, then the employee shall be deemed to have elected to proceed under the terms of the rules of the Merit Commission. The provisions of this section apply to only suspensions, demotions, and discharges, except that the provisions of Step 4 of the Grievance Procedure shall not apply to suspensions of two days or less up to three times not to exceed five days cumulatively in any twelve month period.

**Section 9. Suspension Day Defined**

A suspension day is a twenty-four hour period during which an employee was scheduled to work a regular tour of duty but has been ordered not to report for duty. If the suspension is administrative in nature the employee will be paid for the time as if he or she had worked. If the suspension is disciplinary in nature the employee will have his or her pay docked the appropriate amount.

**Section 10. Limitation of the Suspension Period**

During any suspension period, defined as the period between the first and final actual suspension days (inclusive), an employee may not work for paid overtime, providing the duration of the suspension period is not more than four times the number of actual suspension days. The suspension period shall start not less than 15 days from the date of the pre-disciplinary hearing.

**ARTICLE 12  
PERSONNEL FILES**

**Section 1. Personnel Files**

The Sheriff shall keep a central personnel file for each employee within the bargaining unit. The Sheriff is 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 Sheriff shall reasonably permit an employee to inspect his personnel file subject to the following:

A) Such an inspection shall occur within two business days following receipt of the request. The Sheriff or his designee may be present during such inspection;

B) Such inspection shall only occur during daytime office staff working hours Monday through Friday upon written 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;

D) Upon written authorization by the requesting employee, that employee may have a representative of the Union present during such inspection; and

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

F) An employee may not place any type of document into the personnel files maintained by the Sheriff without permission, except pursuant to the Illinois Employee Personnel Record Review Act.

**Section 3. Notification**

The Sheriff shall give employees notice when any materials are placed in their personnel file except those of a routine, clerical nature.

**Section 4. Limitation on Use of File Material**

It is agreed that any material not available for inspection, such as provided in Section 1 and 2 above, shall not be used in any manner or any forum adverse to the employees interest.

**Section 5. Personnel Record Correction**

If the employee disagrees with any information contained in the personnel record, the employee and the Sheriff may mutually agree upon the removal or correction of that information. The employee may submit a written statement explaining the employee's position, which shall be attached to the personnel record.

**ARTICLE 13**  
**EMPLOYEE DEVELOPMENT & TRAINING**

**Section 1. Orientation**

The Sheriff and the Union recognize the need for the training and development of employees in order that services are efficiently and effectively provided and employees are afforded the opportunity to develop their skills and potential. In recognition of such principle the Sheriff shall endeavor to provide employees with reasonable orientation with respect to current procedures, forms, methods, techniques, materials, and equipment normally used in such employees' work assignments and periodic changes therein, including, where available and relevant to such work, procedural manuals.

**Section 2. Time Off**

If, because of changes in certification, accreditation or licensure, employees are required by the Sheriff to take courses so as to retain their present position classification, such employees shall be granted reasonable time for such without loss of pay.

**ARTICLE 14**  
**LABOR-MANAGEMENT COMMITTEE**

**Section 1. Labor Management Conferences**

The Union and the Sheriff mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Union representatives and responsible administrative representatives of the Sheriff. 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 Union of changes in non-bargaining conditions of employment contemplated by the Sheriff that may affect employees.

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

To effectuate the purposes and intent of the parties, both parties agree to meet on the first payday of the months of January, April, July and October, unless mutually agreed otherwise.

**Section 2. Integrity of Grievance Procedure**

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure.

**Section 3. Union Representative Attendance**

When absence from work is required to attend labor-management conferences, employees shall, before leaving their work station, give reasonable notice to and receive approval from, their supervisor in order to remain in pay status. The first supervisor outside the bargaining unit shall approve the absence except in emergency situations. On duty employees attending such conferences shall be limited to one per bargaining unit during time issues affecting the unit(s) are discussed and one representative for the local.

**Section 4. List of Union Stewards**

The Union shall provide a current list of stewards to the Sheriff upon the signing of this contract and shall provide an updated list whenever there is a change.

**ARTICLE 15**  
**HOLIDAYS**

**Section 1.**

Corrections Officers shall receive thirteen (13) holiday credits on December 1st of each year. Accumulated holidays must be taken during the fiscal year and may not be carried over. Should it become necessary, supervisors shall assign Holidays when appropriate. Additional time off will be granted for all other days designated by the Employer as nonworking days.

**Section 2.**

Permanent full-time employees shall receive a full day's pay.

**Section 3.**

Permanent part-time employees shall receive pay proportional to the average number of hours normally worked (i.e., normally work four (4) hours a day, shall receive four (4) hours pay)

**Section 4.**

When an employee is required to work on a holiday, he or she shall be paid at their regular rate of pay. Employees working on Christmas, Easter, Thanksgiving, and/or New Year's Day shall be paid one half hour (1/2) additional pay for every full hour worked as Premium Holiday Pay, separate and distinct from any other pay provisions.

**Section 5. Continuous Operations**

Continuous operations employees shall receive thirteen (13) holiday credits on December 1 of each year. A holiday may be taken at any time; however, an employee may take only one holiday per month that causes paid overtime. A request for a single holiday which will be granted regardless of whether or not it creates paid overtime shall be submitted between the 1st and the 15th days (inclusive) of the previous calendar month and granted according to classification seniority. A minimum of one (1) person in each rank, per shift, in each division shall be allowed off on any given day pursuant to single holiday requests.

An employee may then request additional holidays in the same month that do not cause paid overtime. Requests for additional holidays shall be reviewed after the fifteenth of the previous month, and may be granted only if they do not create paid overtime.

When requests for additional holidays are submitted prior to the fifteenth of the previous month, the requests will be prioritized in a sequential manner, I.E., numbered 1, 2, 3 etcetera.

Conflicts between employees will be resolved first through the sequential priority of the request. If sequential priority is identical, conflict will be resolved through classification seniority. Any holidays requested after the fifteenth of the previous month will be granted on a first-come, first-served basis.

Requests will be considered on the basis of calendar date of submission to and confirmed by a supervisor, not by time of day.

#### **Section 6. Termination of Employment**

Continuous operations employees and other employees who are granted holiday credits are entitled to one paid holiday per calendar month (which are accrued on a monthly basis), plus one additional holiday. If an employee terminates employment and he or she has already taken more holidays than entitled to on a monthly accrual basis, plus one additional day, the employee's pay will be docked accordingly. Untaken holidays already accrued on a monthly basis, plus one additional day, may be used to increase the number of paid days off prior to the actual date of termination. Untaken holidays will not be paid for as additional compensation in the employee's final paycheck if the days can be scheduled as paid time off instead.

#### **Section 7. Conversion of Holidays**

Officers may request to convert unused holidays into pay. To qualify for this, an Officer must have used less than five (5) sick days for the fiscal year in which the holidays were earned. The request must be submitted between November 15 and November 30 of the year in which the holidays were earned. The request must contain number of holidays that are to be converted. All holiday(s) will be converted at the straight time rate of the requesting Officer's pay as of the first day of the fiscal year in which the holiday(s) was earned.

### **ARTICLE 16** **VACATIONS**

#### **Section 1. Accrual**

All employees shall earn paid vacation in accordance with the schedule below. Part time employees shall receive vacation time proportionate to the average hours worked. Employees shall accumulate vacation based on countywide seniority. Accrual and use of vacation time is based on the fiscal year, December 1 through November 30.

1. From hire date through the end of the fiscal year, vacation time is earned at a rate of .833 days per month ( $.833 \times 12 = 10$ ) to determine the number of vacation days accrued for the following fiscal year. Any fraction of accrued vacation days will be converted to the nearest whole day using standard mathematical rounding (.49 or lower to be rounded down and .50 and higher to be rounded up). At the start of the second fiscal year following an employee's start date to five years of service, the employee will receive a total of ten (10) vacations days during that fiscal year. Vacation time is earned at a rate of .833 days per month ( $.833 \times 12 = 10$ ) to determine the number of vacation days accrued for the following fiscal year.

2. At the completion of four (4) years of service, vacation time is earned at a rate of 1.25 days per month ( $1.25 \times 12 = 15$ ). During the fiscal year in which the employee completes five (5) years of service, the employee will receive five (5) additional vacation days upon the anniversary of his/her hire date. At the start of the fiscal year immediately following the completion of five (5) years of service, the employee will receive a total of fifteen (15) vacation days for use in that fiscal year.
3. At the completion of nine (9) years of service, vacation time is earned at a rate of 1.66 days per month ( $1.66 \times 12 = 20$ ). During the fiscal year in which the employee completes ten (10) years of service, the employee will receive five (5) additional vacation days upon the anniversary of his/her hire date. At the start of the fiscal year immediately following the completion of ten (10) years of service, the employee will receive a total of twenty (20) vacation days for use in that fiscal year.
4. At the completion of twenty-four (24) years of service, vacation time is earned at a rate of 2.08 days per month ( $2.08 \times 12 = 25$ ). During the fiscal year in which the employee completes twenty-five (25) years of service, the employee will receive five (5) additional vacation days upon the anniversary of his/her hire date. At the start of the fiscal year immediately following the completion of the twenty-five (25) years of service, the employee will receive a total of twenty-five (25) vacation days for use in that fiscal year.

## **Section 2. Use of Vacation Time**

Vacation time may be taken in increments of not less than one (1) day at a time and any time after it is earned. Employees who by length of continuous service are entitled to more than ten (10) days of vacation may request the following:

After accrual of fifteen (15) days, a maximum of five (5) days may be turned back to be paid at straight time in lieu of time off. After accrual of twenty (20) days, a maximum of ten (10) days may be turned back to be paid at straight time in lieu of time off. Accrued time in excess of twenty (20) days may not be turned back for pay.

Employees who are selling back vacation time must indicate in writing their intent to do so by July 1 of that calendar year. Employees wishing to retract such request for pay may do so subject to vacation schedule availability.

## **Section 3. Vacation Schedules**

Subject to Section 4 and the Sheriff's operating needs, vacations shall be scheduled as requested by the employee.

## **Section 4. Vacation Periods Scheduled by Seniority**

A vacation period will be considered in increments of one or more full weeks(s) beginning at 0001 Sunday and ending at 2359 Saturday.

If and only if staffing levels on a shift are such that there are insufficient weeks in the Sheriff's Office fiscal year (December 1st – November 30th) to schedule all weeks of vacation due employees assigned to that shift will more than one employee be allowed to schedule vacation the same week as another employee.

After completion of the shift bid process, the supervisor for each shift who is outside the bargaining unit will tally the total number of weeks of vacation due the employees on a shift. Employees intending to turn in unused vacation time for pay (accrued time in excess of two weeks) must submit their intent to do so by October 1st, and these weeks will be taken off the shift tally. An employee may later decide to take the time off instead, but this time will be granted based on operational needs.

Based on the above statement, the following vacation bid process will be adhered to:

Beginning October 1st and continuing for one month, employees may bid for vacation periods (one or more weeks) based on classification seniority. This will be done by filling in slots on a posted list of weeks in the following fiscal year (December 1st – November 30th). When an employee is denied a vacation request during this period, he or she may submit a request for a different vacation period. On November 1st, the supervisor for each shift who is outside the bargaining unit will review the posted list and finalize the seniority bid vacation lists. Conflicts in scheduling will be resolved in favor of the employee having the greatest classification seniority.

Vacation periods requested other than as described above shall be granted on a first-come first-served basis. Requests will be considered on the basis of calendar date of submission to and confirmed by a supervisor, not by time of day. Employees will be notified in writing as to the number of available vacation slots and the number of uncommitted vacation weeks still held by the employee. It will be up to the employee to submit a request for any of the remaining available weeks or face the loss of vacation time when no open weeks remain in the fiscal year.

If an employee decides to remove his or her name from a scheduled vacation week or weeks, another employee may bid for the open slot and be granted the time based on classification seniority.

Once a vacation is approved and scheduled, the employee will be allowed to take that vacation even if transferred and a scheduling conflict develops.

#### **Section 5. Separation Pay**

Employees, after the completion of their probationary period, shall be compensated for all unused vacation time already accrued at the time they separate.

#### **Section 6. Vacation Pay**

All vacation leave will be paid at the regular rate based on the length of the employee's normal workday.



**Section 7. Vacation Checks**

Vacation checks will be issued prior to the regular payday if the employee plans to be on vacation a minimum of two (2) workdays before or after payday.

The Sheriff shall upon the employee's request make a written request to the Payroll Department of the Finance Director's office twenty (20) calendar days in advance of the date when the check is needed. The employee will be paid the vacation monies on one of the regular paydays (10th or 25th) on the regular paycheck, not by separate check.

**ARTICLE 17  
SICK LEAVE**

**Section 1. Accrual and Use**

All employees shall accumulate paid sick leave at the rate of one (1) day for each month's service. Part-time employees shall accumulate paid sick leave on a prorated basis. Sick Leave may be used for illness, disability, or injury of the employee, appointments with Doctor, Dentist or other professional medical practitioner, and in the event of illness, disability, or injury of a member of an employee's immediate family or household on days employee is scheduled to work. For purposes of definition, the "immediate family or household" shall be husband, wife, children, mother, father, brother, sister, and grandparents, in-laws, father and mother, or any relative or person living in the employee's household for whom the employee has custodial responsibility or relative or person living in the employees household for whom the employee is financially and emotionally dependent on the employee and where the presence of the employee is needed.

Such time may be used in increments of no less than one hour at a time for any of the above reasons. Any such use is subject to twenty-four (24) hours' prior notification to the employee's immediate supervisor, if at all possible.

An employee will not be charged with the use of a sick leave day if the employee has worked at least four (4) hours that day before leaving work as a result of a family medical emergency or physical illness that prevents the employee from continuing to work.

**Section 2. Accumulation**

Employees may have unlimited accumulation of sick days subject to the provisions and limitations contained in Section 3 of this Article.

**Section 3. Unused Sick Leave**

- a) Employees who retire shall be entitled to cash for up to twenty (20) days of unused sick time on a one for one basis. Any additional unused sick time may be credited on a one for one basis to IMRF for service credit up to a maximum of 240 days. An employee who retires shall have the option of applying some or all of his or her unused sick time to IMRF for service credit in lieu of cash.

- b) Employees who have completed their probationary period and who voluntarily or involuntarily terminate employment with the Sheriff's Office shall be entitled to cash for unused sick days on a three for one basis up to a maximum of twenty days. Any additional unused sick time shall not be compensable. The amount of payment for all unused sick leave is to be calculated at the employee's rate of pay in effect on the pay day immediately preceding the employee's separation. Once an employee has accumulated fifteen (15) sick days, additional sick days may be converted into paid days off on a three to one basis with a maximum of fifteen (15) days converted to five (5) days in any calendar year.

**Section 4. Sick Days Abuse Sanctions**

The Sheriff shall not discipline an employee for legitimate use of sick days. For the purposes of the provisions contained in this Article, "abuse" of sick days or 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.

In addition, abuse of sick leave may subject the employee to disciplinary action pursuant to the terms of this Agreement. All employees agree to cooperate fully with the Office in verifying illness, and shall provide reasonable proof of illness upon request if the Sheriff has reasonable grounds to suspect abuse.

**Section 5. Procedures**

No employee will be permitted to take pay for sick days if they have not yet been earned. Sick days shall be paid at full pay at the current rate of compensation.

Sick days 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 reasonable specific prior notification.

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 may grieve suspected abuse of this paragraph.

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 6. Conversion of Sick Days**

After the accumulation of fifteen (15) sick days, additional sick days which are accumulated may be converted into paid days off on a two-to-one basis up to a maximum of twenty (20) sick days converted into ten (10) paid days off in any one (1) year.

**ARTICLE 18**  
**MISCELLANEOUS PROVISIONS**

**Section 1. Use of Masculine Pronoun**

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

**Section 2. Definition**

Whenever the term Sheriff is used in this Agreement, it shall mean the Sheriff or his authorized officer or agent.

**Section 3. Notification of Leave Balance**

Employees shall be given a statement of leave balances (sick leave, vacation days, holidays, and accumulated compensatory time) on request, but no more than twice annually.

**Section 4. Evaluations**

The Union and the Sheriff encourage periodic evaluation conferences between the employee and his/her supervisor. The written evaluation done once a year by the supervisor shall be discussed with the employee, and the employee shall be given a copy immediately after completion. The employee shall sign the evaluation as recognition of having read it but such signature shall not constitute agreement with the evaluation.

**Section 5. Copies of the Agreement**

Each employee covered by this Agreement shall receive a copy of the Agreement that the Employer shall have printed.

**Section 6. Meeting Place**

All meetings or hearings or other proceedings over which the parties have control shall be held in the Sheriff's complex in Kane County, Illinois, unless there is a reasonable basis to hold such meetings, hearings or other proceedings elsewhere.

**Section 7. Job Descriptions**

Within ninety days of the execution of this Agreement, employees shall have a copy of his/her current job description that shall include principle duties and responsibilities. When requirements are revised and the duties and responsibilities remain essentially unchanged,

incumbents in these positions who qualified under previous requirements for the class shall be considered qualified.

## **ARTICLE 19**

### **LEAVES OF ABSENCE**

#### **Section 1. Policy**

Leaves of absence may be granted to maintain continuity of service and to protect the employer-employee relationship in instances where circumstances require an employee's absence. Leaves of absence are required when the employee's absence, other than vacation, will extend beyond a two-week period. Leaves are granted based on each individual case and at the discretion of the Sheriff. Leaves of absence are without pay unless the employee is entitled to sick pay, vacation pay or compensatory trying another job. Failure to return at the end of an approved leave may result in termination.

#### **Section 2. Eligibility**

Employees may be eligible for a leave of absence if they have worked for at least 12 months and for at least 1,250 hours during the year preceding the start of the leave of absence.

Subject to the policy statement above, employees may be eligible for up to 90 calendar days of leave a year which is based on a rolling 12 month period measured backward from the first date leave is used. In other words, each time an employee takes a leave, the remaining leave for which the employee may be eligible would be any balance of the 90 calendar days that has not been used during the immediately preceding 12 months.

Employees must give a 30 calendar day advance notice of the need to take a leave when it is foreseeable. Foreseeable leaves include but are not limited to maternity leave, placement leave, military leave, educational leave, personal leave or planned medical treatment leave. Where it is not possible under the circumstances to provide advance notice, notice must be given as soon as possible.

#### **Section 3. Types of Leaves of Absence**

A) Family and Medical Leave: Eligible employees may be granted up to 90 calendar days for a family or medical leave for one or more of the following reasons:

- 1) Birth Leave: For birth of a child of an employee and to provide care for the child following birth.
- 2) Placement Leave: For placement of the child with an employee for adoption or foster care.
- 3) Personal Illness: For a serious health condition when an employee is unable to perform their job.

- 4) **Family Illness:** For an employee to care for their son, daughter, spouse, or parent who has a serious health condition.

Upon return to work from a family or medical leave, the employee will be restored to their original or equivalent position that involves the same or substantially similar duties and responsibilities with equivalent pay, benefits and other terms and conditions of employment. Every effort will be made to return the employee to the same shift assignment.

B) **Military Leave:** Eligible employees will be granted military leave with pay up to 15 calendar days annually for active service or special training in the Armed Forces, Illinois National Guard or Naval Militia. If such duty exceeds 15 days in a calendar year, the leave may be extended without pay. Such pay, however, will be reduced by the amount of payment received from the National Guard or Naval Militia for these services. However, when the Armed Forces of the United States of America are engaged in or involved in active hostilities, eligible employees who are called to service during said hostilities shall receive the difference, if any, between the salary they would have received from Kane County and the salary they receive from the United States for a term of up to four years unless the above period is extended by law in which case the employee shall continue to receive the benefits as stated.

Military leaves will be granted to all eligible full-time and part-time employees without loss of seniority when they are called to leave their positions to enter military service, provided such service does not exceed four years. The employee will be restored to his or her same or similar position by making application within 90 calendar days after discharge or hospitalization continuing after discharge.

C) **Personal Leave:** May be granted or denied at the discretion of the Sheriff based on the facts of each individual case. The reason for this type of leave must be of a nature involving a serious family problem, or some similar circumstance. Personal leaves are governed in the same manner as any other type of leave. The guidelines listed under other Sections of this policy must be adhered to in all cases.

D) **Educational Leave:** May be granted at the discretion of the Sheriff without pay to eligible employees who wish to continue their education provided the course of study is beneficial to the Office.

E) **Workers' Compensation Leave:** All employees experiencing an occupational disability due to an accident or illness arising out of and in the course of their employment may be placed on a Workers' Compensation Leave. Participating employees should apply for IMRF Disability Benefits if eligible (See Workers' Compensation)

#### **Section 4. Controls and Rules During a Leave**

A) The Sheriff may require that an employee requesting any type of leave designate that accrued sick days, accrued vacation and, if applicable, personal days and compensatory time be used during the 90 calendar day leave of absence.

B) Duration of Leave: The cumulative time off for any type of leave may not be longer than six months.

C) Extended Leave of Absence: Any leave over 90 calendar days in duration is considered an extended leave of absence. Employees in this extended period must contact the Sheriff at least 30 calendar days prior to their expected return to work. Every effort will be made to place the employee returning from an extended leave to the same or substantially similar position.

D) Health Care Coverage During a Leave of Absence: Group hospitalization coverage will continue for up to 6 months. The employee portion of the payment for this coverage must be received in the Payroll Department no later than the 15th of each month during the leave of absence. A limited continuation option is available to eligible employees after this period under COBRA, a limited extension of health insurance coverage.

E) Vacation, Sick Pay Benefits and Holiday Pay: Sick pay credit and vacation time will not continue to accrue after the last day paid on any authorized leave of absence. Employees will be paid for holidays that fall during the period they are receiving pay from the County. The use of any leave will not result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

#### **Section 5. Procedure**

1. A "Request for Leave of Absence" form should be completed by the employee defining the reason for the leave, its duration, and the amount of vacation and sick pay to be used during the leave (if any)
2. This request should be submitted to the Bureau Commander, Security Commander or Director of Corrections, who, after recommending approval or disapproval, will forward the form to the Sheriff.
3. A medical certification and/or fitness for duty report is required upon commencing and returning from a family and medical leave or workers' compensation leave. Employees must provide medical certification within 15 calendar days of the request. Medical re-certification may be required at the County's expense.

#### **Section 6. IMRF Leave of Absence Authorization and Disability Benefits**

A) Employees who have a medical certification of a disability which may extend for 30 calendar days or more could be eligible for disability benefits under the Illinois Municipal Retirement Fund (see IMRF Disability Benefits). To be eligible, an employee must have 12 months or more of service credit with IMRF. Pregnancy is included as a disability under IMRF if the employee is eligible and claims should be submitted in the same manner as other disability claims. Human Resources should be contacted for the forms for application.

B) Employees participating under IMRF and on a leave of absence without pay from Kane County or disability pay under IMRF (I.E. family illness, placement leave) will

suspicion of favoritism, County employees are instructed not to appear as a witness unless properly subpoenaed.

**Section 9. Funeral Pay**

In the event of a death in an employee's immediate family, the employee will be allowed up to three days leave with pay for the time actually lost. Immediate family members are defined as including the employee's children (including step and adopted), father, mother, current spouse, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents and grandchildren.

These days will not be deducted from sick pay. Employees must notify their immediate supervisor of the death, relationship to the deceased and expected time of absence. Any additional time off beyond three days will be granted at the sole discretion of the Sheriff or his designee and will be deducted from the employee's unused vacation time or may be taken as holiday time to which the employee is otherwise entitled.

**ARTICLE 20  
UNION RIGHTS**

**Section 1. Union Activity During Working Hours**

Employees shall be allowed necessary and reasonable time off with pay during working hours to attend committee meetings, negotiations and other necessary and reasonable activities so long as they have been established by this Agreement, and/or other meetings called or agreed to by the Employer if such employees are entitled or required to attend such meetings by virtue of being participants.

**Section 2. Access to Premises by Union Representatives**

The Employer agrees that local representatives and officers and AFSCME staff representatives shall have reasonable access to the premises of the Employer, giving notice upon arrival to the appropriate Employer representative. Such visitations shall be for the reason of the administration of this Agreement. By mutual agreement with the Employer in emergency situations, Union staff representatives or Local Union representatives may call a meeting during work hours to prevent, resolve or clarify a problem.

**Section 3. Time Off for Union Activities**

Two Local Union representatives shall be allowed two days off per year or one Union representative four days per year with pay for legitimate Union business such as Union meetings, State or area wide Union committee meetings, State or International conventions. One Local Union Officer from each unit shall be allowed to attend Local Executive Board and Monthly meetings provided such representative shall give reasonable notice to his/her supervisor of such absence and shall be allowed such time off. Any additional Local Union Officers or Executive Board members will be permitted to attend Local Executive Board and Monthly meetings based on operational needs. Time off granted to Local Union Officers to attend Local Executive Board

and Monthly meetings shall not exceed two (2) hours unless approved by the Sheriff or his designee.

Such time off shall not be detrimental in any way to the employee's record. Additional time off without pay shall be granted under the conditions as stated in the preceding paragraph.

**Section 4. Union Bulletin Boards**

The Employer shall provide bulletin boards and/or space at each work location.

**Section 5. Information Provided to Union**

The Employer shall notify the Union in writing of the following personnel transactions involving bargaining unit employees as they occur: new hires, promotions, layoffs, re-employment, transfers, leaves, returns from leave, suspension, discharge and termination.

At the request of the Union, the Employer shall furnish the Union a current seniority roster and re-employment lists, applicable under the seniority provisions of this Agreement.

**Section 6. Union Orientation**

Each newly hired bargaining unit employee shall, during the employee's initial instruction and training period, be scheduled at a time mutually agreeable to the parties for an orientation which shall be provided by the Union. The Union orientation period shall be up to a maximum of one (1) hour, and shall take place during the employee's regular working hours with no loss of pay to the employees involved.

The Employer shall inform the Union of all such hiring and the Union shall inform the Employer of the Union representative who will carry out the Union orientation.

The Employer shall inform the Union of all such hiring and the Union shall inform the Employer of the Union representative who will carry out the Union orientation.

**Section 7. Distribution of Union Literature**

During employee's non-working hours, he/she shall be permitted to distribute Union literature to other non-working employees in non-work areas and in work areas during non-work hours.

**Section 8. Union Meetings on Premises**

The Employer agrees to make available conference and meeting rooms for Union meetings upon prior notification by the designated Union representative, unless to do so would interfere with the operating needs of the Employer, or cause additional cost or undue inconvenience to the Employer. The Sheriff will provide the Union space for a computer outlet, desk and filing cabinet on the premises.



**Section 9. Rate of Pay**

Any time off with pay provided for under this Article shall be at the employee's regular rate of pay as though the employee were working, not to exceed the employee's regular working scheduled hours.

**ARTICLE 21  
WAGES**

**Section 1. Wage Schedule**

Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked **Appendix A**. The attached wage schedule shall be considered a part of this Agreement.

**Section 2. Pay Period**

The salaries and wages of employees shall be paid on the 10th and 25th of each month. In the event this day is a holiday, the preceding day shall be the pay day. The check distributed on the 10th includes pay for the period worked between the 16th through the last day of the previous month. The check received on the 25th includes pay for the period from the 1st through the 15th. The parties agree the County may adopt a bi-weekly pay period. The Union shall be given reasonable advance notice of the bi-weekly change and shall be given the opportunity to provide input.

**Section 3. Uniform Allowance**

Employees shall be given a uniform allowance of \$1,000.00 per year to be evenly divided and paid on December 1st and June 1st of each year.

However, the allowance provided for in this Section shall not be payable to any Merit employee during their first year of service.

Any employee transferring between bargaining units will be supplied any uniforms or portions thereof that are unique to the Employee's new unit and shown on the list of Office provided items included in this Agreement.

A standing committee comprised of a reasonable number of bargaining unit and management representatives will meet on an as needed basis to discuss matters pertaining to uniforms. Nothing in this provision precludes the Sheriff from making unilateral changes with respect to the current basic uniform, provided that if a unilateral change is made without input and consent from the bargaining unit representatives, any associated costs to uniform changes would be borne solely by the Employer unless waived by the Union.

**Section 4. Longevity Pay**

Employees who are employed by the Employer on or before February 25, 1992 shall receive longevity pay at the rate of \$12 per month times every year of service. Such longevity

pay shall be paid on a prorated basis on employees' regular pay checks and shall be calculated towards employees' IMRF but shall not be used when calculating employees' overtime rates of pay.

Employees who become employed by the Employer subsequent to February 25, 1992 shall receive longevity pay at the following rates: at the end of the employee's fourth year of service the employee shall receive an additional \$36 per month each month in his/her regular pay check; at the end of the employee's seventh year of service the employee shall receive \$72 per month each month in his/her regular pay check; at the end of the employee's tenth year of service the employee shall receive \$120 per month each month in his/her regular pay check. Each year thereafter employees shall receive additional longevity pay at the rate of \$12 per month times every year of service. The same conditions stated above in the first paragraph of this section apply in regard to IMRF and overtime calculations.

### **Section 5. Other Pay Provisions**

Merit employees who have been designated by the Employer as Training Officers shall receive an additional \$100 per month year round. Such amounts shall be paid in the employee's regular paycheck but shall not be added to the base pay but will be used for IMRF calculations and for calculating an employee's overtime rate of pay.

Merit employees who are assigned by the Employer as Temporary Training Officers shall receive an additional \$100 a month during the time they are training. Such amount shall be paid in the employee's regular paycheck but shall not be added to the base pay but will be used for IMRF calculations and for calculating an employee's overtime rate of pay.

All training officers shall be allowed to attend a certified training program, provided such training program is local and funding is available.

Officers who are assigned as Canine Handlers will be compensated at a rate of one half (1/2) hour of overtime pay per day for each day the canine is in their custody as compensation for care, feeding, and grooming of the canine.

Interpreter – Effective upon signing of this Agreement, any employee who is fluent in Spanish, sign language, Polish, Laotian, or others as mutually agreed, and who prove certification by letter from a secondary educational instructor in the language to be certified (i.e., Junior/Community College, College, or University) will be eligible to receive additional compensation of \$50 per month. A limit of 15 bargaining unit members maximum can be covered by this Agreement.

Employees who have been designated by the Employer as members of the Corrections Response Team (CRT) shall receive an additional \$100 per month year round. Such amounts shall be paid in the employee's regular paycheck but shall not be added to the base pay but will be used for IMRF calculations and for calculating an employee's overtime rate of pay.

If the Sheriff approves mandatory or voluntary training for an employee, the Sheriff agrees to pay for travel time by automobile to said training in all cases where the training facility is more than twenty-one (21) miles from the Sheriff's Office. An employee may elect to waive

the payment of wages for voluntary training where such training is more than twenty-one (21) miles from the Sheriff's Office.

**Section 6. Meal Allowance**

Employees assigned to travel greater than the ten (10) surrounding counties (Cook, DuPage, DeKalb, Kendall, McHenry, Lake, Will, LaSalle, Grundy and Boone) from the Sheriff's Office or assigned to travel in excess of their regular eight (8) hour workday, shall be provided meal allowances.

**ARTICLE 22  
OUT OF TITLE WORK**

The Sheriff may temporarily assign an employee to perform the duties of another employee.

Employees who are assigned to perform a significant number of duties of another employee for more than five (5) consecutive working days (counted individually and cumulatively) from the start to the end of the entire period shall be paid the greater of the following:

- A) The pay of the employee whose duties the assigned employee is performing, or
- B) The current pay of the assigned employee, after said five-day period.

**ARTICLE 23  
INSURANCE**

**Section 1. Medical, Vision, and Dental Coverage**

The Employer shall provide a comprehensive insurance program of hospitalization, medical, vision, and dental coverage for each covered employee who chooses to participate and their eligible dependents. Such insurance program shall be incorporated herein by reference into this Agreement and the Summary Plan Document that serves as a general outline of the insurance coverage shall be found in **Appendix B**. The Employer shall pay the full and total premiums without any contributions from the employee except as provided in **Appendix B**.

**Section 2. Future Plans**

Should the County adopt plans or policies that affect employee's insurance benefits (including what is commonly referred to as a flexible benefit program), employees of the Sheriff's Office shall have the option to participate in the same plans or programs in the same manner as other County employees.

**Section 3. Insurance Parity Clause**

During the term of this Agreement should any other group of employees covered by the County Health Plan receive extra benefit improvements or cost benefits improvements greater than those which appear herein, or which are provided to bargaining unit employees, the bargaining unit employees will be provided with the same benefits or cost benefit improvements. If in the judgment of the Union, such terms or conditions are not more favorable, the Union may request to negotiate with the Employer as provided in Article 29, Section 2b.

**Section 4. Life Insurance**

The County will provide information concerning any available additional life insurance through IMRF and at the request of the employee shall make such necessary deductions from the employee's paycheck.

**Section 5. Insurance Re-Opener**

Insurance contribution levels and benefit levels in effect for the Sheriff's Office as of the signing of this Agreement shall remain in effect until the parties have fully negotiated over these issues or until these issues are resolved through interest arbitration procedures as set forth in the Illinois Public Labor Relations Act's Impasse Resolution Procedures for Protective Service Unit re-opener shall be effective each Plan Year.

**Section 6. Insurance Committee**

If the Employer creates an insurance committee involving employee participation, each bargaining unit will be permitted one member who shall be notified of any scheduled meetings in a timely manner.

**ARTICLE 24**  
**VACANCIES**

**Section 1. Determination of Vacancies**

The Sheriff shall solely determine when a vacancy exists and whether or not to fill the vacancy.

**Section 2. Posting**

Whenever a job vacancy occurs, other than a temporary vacancy as defined below, in any existing job classification or as a result of the development or establishment of new job classifications, a notice of such vacancy shall be posted on all bulletin boards for 10 working days. Temporary vacancies are defined as job vacancies that may periodically develop in any job classification that do not exceed 30 consecutive days. Job openings that remain open more than 30 consecutive days at a time shall not be considered temporary job openings.

Open or available duty assignments will be posted as a courtesy only, whenever possible for a period of ten days prior to the duty assignment being filled.

During this period, employees who wish to apply for the vacant job or duty assignment, including employees on layoff, may do so.

Employees may also submit requests for any duty assignment open to their respective Bargaining Units at any time, whether or not that duty assignment is currently available. These requests will be kept on file in the event the duty assignment later becomes available.

**Section 3. Selection**

The Sheriff or his designee, shall be the sole person to select those persons to fill vacancies. Provided, however, in making the selection, the Sheriff or his designee shall give consideration to factors such as seniority, experience, training, proven ability, demeanor, evaluations, and any other evidence brought to the Sheriff's attention which impacts on the criteria which relates to the vacancy.

**ARTICLE 25**  
**SAFETY AND HEALTH**

**Section 1. General Duty**

The Employer and Union shall cooperate so that the Employer can continue its efforts to provide for a safe working environment, including tools and equipment, for its employees as is legally required by federal and state laws.

**Section 2. Limitation**

The parties agree that grievances alleging violation of Section 1 of this Article may be processed to Step III of the Grievance Procedure of this Agreement and will be subject to the Grievance Arbitration procedure.

**Section 3. VDT/Radar**

The Employer and Union will attempt to keep current with monitoring studies and reports on the effects, if any, of visual display terminals and radar equipment on the health and safety of the operators. The parties also agree to summarize any relevant findings and disseminate them to users.

**Section 4. Safety Committee**

Two (2) employees designated by the Union and two (2) persons designated by the Employer 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 and facilities. The committee will meet on a reasonable basis at a mutually agreed time. Employees attending a committee meeting will be paid if the meeting is scheduled during an employee's working hours. Formal recommendations of the committee shall be submitted in writing to the Sheriff with a copy to the Union, but shall not be binding upon the Employer or the Union.

**ARTICLE 26**  
**HOURS OF WORK**

**Section 1. Hours/Overtime**

A) Continuous operations employees are defined as being any employee or group of employees who are engaged in an operation for which there is regularly scheduled employment for twenty-four (24) hours a day, seven (7) days a week.

B) Work Week/Period. The work week is one-hundred and sixty-eight (168) hour period beginning at 0001 hours on Sunday and ending at 2359 hours the following Saturday. The regular hours for the work period shall consist of forty (40) hours beginning at 0001 hours on a designated Sunday and ending seven days later at 2359 hours on Saturday.

Time worked shall be defined according to the Fair Labor Standards Act.

C) Overtime. Overtime is defined as all pre-authorized work in excess of forty (40) hours per work period. Overtime work shall be rounded to the nearest quarter (1/4) hour. Time spent on sick leave, vacations or authorized leave shall not be considered hours worked in computing overtime, however, holidays and compensatory time off, for applicable employees, shall be considered hours worked in computing overtime. Overtime shall be paid at the rate of time and one-half an employee's base rate of pay.

D) Callback/Callout.

- 1) When an employee is hired on a voluntary basis, to fill a vacancy to maintain staffing requirements as determined by the Employer for an extra shift or portion thereof, he/she will be compensated at the rate of time and one-half (1-1/2) pay.
- 2) When an employee is called out by the Employer outside his/her normal work schedule by the Sheriff or his designee, he/she will be compensated at a rate of time and one-half (1-1/2) pay with a two-hour minimum.
- 3) All other hours worked by the employees will count towards the minimum hours in the regular pay period.

E) Mandatory Training or Meetings. Employees attending authorized mandatory training outside of the regular shift approved by the Employer shall be paid time and one-half their regular hourly rate of pay for all time spent in attendance with a two-hour minimum.

F) Voluntary Training. For voluntary training outside an employee's regular tour of duty, approved by the Employer, for special units such as CRT, NRT, GIU, CIU or the Canine Unit the employee shall be compensated by either compensatory time or pay at the employee's option. For specific periods during the term of this Agreement, the Employer and

Union may agree to limit the compensation option to compensatory time only for any or all special units by a written Memorandum of Understanding.

G) Roll Call Pay. Employees who are required to attend roll call as part of their assignments shall be entitled to roll call pay for actual time spent in roll call outside regular hours of work.

H) Head Count/Shift Preparation Pay. Sergeants shall be entitled to thirty (30) minutes of pay per shift for head count/shift preparation.

I) No Pyramiding. Compensation shall not be paid more than once for the same hours under any provision of this Agreement.

## **Section 2. General Provisions for All Employees**

A) "The Work Day and the Work Week" - The normal workday shall consist of eight (8) consecutive hours to be broken at approximately mid-point by a meal period plus two paid (2) fifteen (15) minute rest periods. The normal workweek shall consist of five (5) consecutive work days followed by two (2) consecutive days off. One rest period shall be taken during the first half of the shift and one during the second half of the shift.

B) "Meal Periods": Work schedules shall provide for the work day to be broken at approximately mid-point by an uninterrupted, one-half hour paid meal period for employees who are regularly scheduled to work forty hours per week. Employees who are not authorized to leave the work site during such periods shall be provided a meal at no cost when available in corrections.

## **Section 3. Scheduling Practices**

**Appendix C** sets forth the scheduling practices that prevail with respect to the length of the normal workweek, starting and quitting times, days off and shifts. Hereinafter where changes in schedules affecting bargaining unit employees are sought by the Sheriff, except in an emergency, the Sheriff shall notify and shall discuss such changes with the Union within forty-five (45) calendar days prior to the effective date of the changes. In addition, the Sheriff shall notify the affected employees twenty-eight (28) calendar days prior to the change.

## **Section 4. Shift Assignment**

The Sheriff shall maintain the sole right to assign employees to each shift based on operational needs. Employees assigned to continuous operations shall be placed on permanent shifts with days off rotating every twenty-eight days according to the scheduling systems included in **Appendix C**. Based on their classification seniority, employees will bid for shift assignment and initial days off during the month of September with the shift assignments to take effect the last scheduled shift change in November.

If a scheduling slot becomes vacant after a transfer or promotion, other employees in the same division may bid for the vacant slot and be granted the slot based on classification seniority. Only one employee may be moved as the result of a vacant slot, i.e., there will be no

additional "domino" effect movement. The Sheriff reserves the right to leave a slot vacant based on operational needs.

The Sheriff, at his sole discretion, will appoint Shift Commanders in Corrections and they will generally have first preference in selecting their permanent shift assignment and days off based on their classification seniority. However, due to operational necessity, the Sheriff may assign a Shift Commander to a permanent shift. Corrections Sergeants on respective shifts will be permitted to select their days off in a given week, provided at least one such employee per shift is scheduled to work. New officers shall not be assigned a shift prior to completing their training. The Sheriff, or his designee, reserve the right to assign days off to said employees if he deems necessary.

#### Shift Movement:

The Sheriff shall maintain the right to move employees from one shift to another based upon job performance and necessity. Unless necessity dictates otherwise, the Sheriff shall give ten (10) calendar days prior notice of a change in shift assignment. Necessity as used in this paragraph means employee shortages because of injury, sickness, suspensions, or any situation that is detrimental to the function or operation of the Sheriff's Office. It is further provided that this paragraph shall not be used for discriminatory or punitive reasons.

#### Shift Switching:

The switching of occasional days off or shifts, not to exceed three 28-day work periods, may be permitted by the Sheriff or his designee provided that the switch does not cause any anticipated overtime pay. In addition, the Employer may require the employees involved to execute a written form indicating the responsibilities for each employee.

### **Section 5. Overtime Procedure**

Overtime shall be distributed as equally as possible among the employees who normally perform the work in the position classification in which the overtime is needed and within the work shift. Overtime shall be distributed on a rotating basis among such employees on the work schedule who are already not scheduled to work at that time and who are assigned to that shift. If enough personnel cannot be secured to fill the overtime on the needed shift, then employees assigned to other shifts within the division may be offered the available overtime and thereafter the overtime may be offered to other qualified persons in the Office.

For the purpose of equalizing the distribution of overtime, once an employee has been offered overtime, his or her name shall be placed at the end of the overtime rotation list. Overtime will be deemed offered by placing a telephone call to the telephone number provided by the employee to the Employer for that purpose.

No employee on continuous operations shall leave their post until relieved up to a maximum time of four (4) hours. If all employees in a given shift decline the opportunity to work the offered overtime, the Employer may mandate that employees work the overtime from least senior employee to most senior employee. After all employees in said shift have been required to work overtime, the process shall repeat itself.



The Union shall be furnished overtime records on request, but not more than on a quarterly basis, except in the event of a bona fide dispute regarding the provisions of this Article, showing the number of overtime hours worked by each employee.

Overtime rates of pay shall be calculated at 1 ½ times the basic hourly rate which is determined by dividing the base annual salary by a 2080 hour work year. Additional non-discretionary pay (e.g. longevity and specialty pay) will be added to the basic hourly rate in accordance with applicable state and federal law.

**Section 6. Alternative Schedules**

Alternative schedules and flex-time may be utilized if agreed to by the Sheriff and the employee(s) involved. Decisions of the Sheriff regarding employee requests for alternative schedules or flex-time shall not be subject to the grievance procedure.

**Section 7. Stand-By Court Pay**

Standby court pay will be granted to employees who are not scheduled to work those hours and received a subpoena to appear in court that was later canceled. The employee shall receive two (2) hours pay at one and one-half (1 1/2) times his/her regular rate of pay. Employees who receive at least three hours advance notification of the cancellation shall not be entitled to receive stand-by court pay. Each employee scheduled for a court time shall be required to call the Sheriff's Office according to the procedures established by the Office to determine if notice of cancellation was given. Failure to follow the established procedures will result in the employee not being eligible to receive such standby court pay.

**Section 8. Court Time Pay**

Employees required outside of their normal work hours to appear in Court as a result of their employment during regular or overtime work hours in any civil or criminal matter, including all subpoenas, shall be paid at the rate of time and one-half (1 1/2) their regular hourly rate of pay at a minimum of three (3) hours, unless the employee is scheduled to be on duty during any part of the time he or she is in court, in which case he or she will be paid for actual hours worked over the regularly scheduled tour of duty at a rate of time and one-half their regular rate of pay.

Employees required outside of their normal work hours to appear in court cases scheduled outside the Sixteenth Judicial Circuit as a result of their employment in any civil or criminal matter, including all subpoenas, shall be paid at the rate of time and one-half (1 1/2) their regular hourly rate of pay at a minimum of three (3) hours which shall include a reasonable amount of travel time.

**Section 9. Stand-By Pay**

An employee is entitled to stand-by pay if he/she is officially notified through the orders of a command officer with the rank of Lieutenant or above that he/she is required to keep the Employer informed of his/her whereabouts on off-duty time and to be available for possible recall for work, either on a day the employee was not scheduled to work or for a period of time

before or after completing the employee's work day. An employee entitled to stand-by pay under this Section shall receive two (2) hours pay at the applicable rate for each day or portion thereof of stand-by whether required to work or not. Provided, however, such employee shall not receive stand-by pay if he/she was not available upon call by the Employer during such stand-by time or did not keep the Employer informed of his/her whereabouts.

**Section 10. Compensatory Time (See Memorandum of Understanding Attached as Appendix E)**

Employees hired prior to December 1, 2006 may choose to accumulate compensatory time in accordance with Appendix E. After the maximum accumulation has been reached in accordance with the options set forth in Appendix E, overtime shall be paid in cash at the rate of one and one-half (1 1/2) times the employee's regular rate. All reasonable efforts will be made to accommodate an employee's request to utilize accumulated compensatory time off.

**Section 11. Scheduling of Single Vacation Days, Compensatory Time and Three-For-One Sick Days**

When scheduling time off, conflicts between the employees requesting the same time off will be resolved in the following priority order: single vacation day, compensatory time, and three-for-one sick days.

If days of equal priority have been requested by multiple employees on or before the 15th day of the previous month, approval will be based upon classification seniority.

Any time off requested after the 15th of the previous month may be approved on a first-come first-served basis. Requests will be considered on the basis of calendar date of submission to and confirmed by a supervisor, not by time of day.

No more than two employees will be granted single vacation day, compensatory, or three-for-one time off on the same day in any continuous operations shift or work unit.

**Section 12. Time Limit on Approval/Denial of Time Off**

The approval/denial of any time off shall be done normally within twenty-four (24) hours of the request. In the event the scheduling supervisor is not readily available, the approval/denial will be made within seventy-two (72) hours. For requests submitted between the 1st and the 15th of the previous month, the Employer shall approve them prior to the 17th of the same month.

**ARTICLE 27  
SUBCONTRACTING**

**Section 1. General Policy**

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

**Section 2. Notice and Discussion**

Absent an emergency situation, prior to the Employer changing its policy involving the overall subcontracting of work in a bargaining unit area, when such change amounts to a significant deviation from past practice resulting in loss of work of bargaining unit employees, the Employer shall notify the Union and offer the Union an opportunity to discuss and participate in considerations over the desirability of such subcontracting of work, including means by which to minimize the impact of such on employees.

Prior to subcontracting of bargaining unit work, the Employer, the Union, and the proposed sub-contractor shall meet to discuss the employment of employees subject to layoff. The Employer will request that the sub-contractor hire laid off employees.

**ARTICLE 28**  
**MANAGEMENT**

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

- (a) To plan, direct, control and determine all operations and services of the County Sheriff's Office,
- (b) To supervise and direct employees;
- (c) To establish the qualifications for employment and to decide which applicants will be employed,
- (d) To establish reasonable work rules and work schedules and to assign work as the Employer deems necessary. Such work rules and schedules shall be posted in a place and manner as mutually agreeable to the Employer and the Union;
- (e) To hire, promote, demote, transfer, schedule and assign employees to positions and to create, combine, modify and eliminate positions within the County Sheriff's Office,
- (f) To suspend, discharge and take such other disciplinary action against employees for just cause (probationary employees with cause)
- (g) To establish reasonable work and productivity standards and, from time to time, amend such standards;
- (h) To layoff employees;
- (i) To maintain efficiency of County Sheriff's Office operations and services;
- (j) To determine methods, means, organization and number of personnel by which such operations and services shall be provided,

(k) To take whatever action is necessary to comply with all applicable state and federal laws,

(l) To change or eliminate methods, equipment and facilities for the improvement of operations;

(m) To determine the kinds and amounts of services to be performed as it pertains to operations and the number and kind of Classifications to perform such services,

(n) To contract out for goods and/or services;

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

## **ARTICLE 29**

### **COMPLETE AGREEMENT AND MAINTENANCE OF STANDARDS**

#### **Section 1. Complete Agreement**

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Except as otherwise provided in this Agreement, The Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to:

(a) Any subject matter or matter specifically referred to or covered in this Agreement; and

(b) Subjects or matters that arose as a result of the parties proposals during bargaining but which were not agreed to.

#### **Section 2. Maintenance of Standards**

(a) However, except as otherwise provided in This Agreement, the Employer agrees that during the period of this Agreement, it shall not unilaterally change any bona fide past practices and policies with respect to salaries, hours, conditions of employment, and fringe benefits enjoyed by members of the bargaining unit without prior consultation and negotiations with the Union. Where past practice conflicts with the express terms of the Contract, the Contract shall prevail.

(b) The Employer agrees that if during the term of this Agreement, it enters into any new agreement with any union or employee group considered to be a county department providing for increased fringe benefits greater than those provided herein (fringe benefits are defined as health and life insurance, vacation, sick leave, and tuition reimbursement) the Employer shall notify the Union and upon request negotiate with the Union concerning the application of the fringe benefit to the bargaining units. However, it is the intent of the

Employer not to provide such increased fringe benefit to other union or County Departments without making the same provisions available to the bargaining units.

**ARTICLE 30**  
**DURATION**

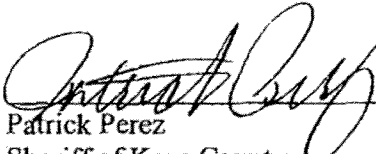
This Agreement shall be effective December 01, 2005 and shall continue in full force and effect until November 30, 2008 and thereafter from year to year, unless not more than ninety (90) days, but not less than sixty (60) days prior to November 30, 2008 either party gives written notice to the other of its intention to amend this Agreement. In the event that such notice is given, negotiations shall begin as soon as practicable thereafter. This Agreement shall remain in full force and be effective during the period of negotiations.

**ARTICLE 31**  
**TERMINATION**

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph. The Agreement shall remain in force during the term of re-negotiations unless terminated by above appropriate written notice.

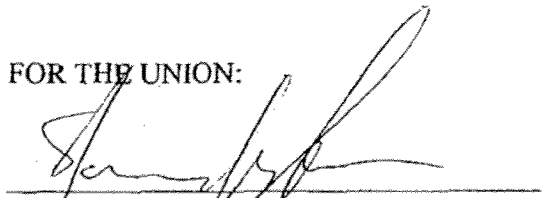
IN WITNESS THEREOF, the parties hereto have set their hands this 7 day of February, 2007.

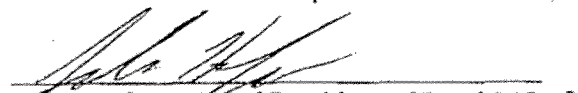
FOR THE EMPLOYER:

  
Patrick Perez  
Sheriff of Kane County

  
Karen McConaughay  
Chairman, Kane County Board

FOR THE UNION:

  
Norman Neely, Staff Representative of the  
American Federation of State, County, and  
Municipal Employees, Council 31 on Behalf  
Of Local 245

  
John Hoffman, Local President of Local 245 of  
the American Federation of State, County, and  
Municipal Employees,

**APPENDIX A**  
**Wages**

Section 1: Effective for employees hired before December 1, 2006:

Effective December 1, 2005 rate increase of 3 ½%

Corrections Officer	<u>Probationary</u>	<u>*Step 1</u>	<u>*Step 2</u>
	\$3310.00	\$3639.00	\$4867.00

\*Note: Step 1 – After 12 months of service  
Step 2 – After 36 months of service

Corrections Officer Sergeant - \$5504.00

Effective December 1, 2006 rate increase of 4%

Corrections Officer	<u>Probationary</u>	<u>*Step 1</u>	<u>*Step 2</u>
	\$3442.00	\$3785.00	\$5062.00

\*Note: Step 1 – After 12 months of service  
Step 2 – After 36 months of service

Sergeant - \$5724.00

Effective December 1, 2007 rate increase of 4%

Corrections Officer	<u>Probationary</u>	<u>*Step 1</u>	<u>*Step 2</u>
	\$3580.00	\$3936.00	\$5264.00

\*Note: Step 1 – After 12 months of service  
Step 2 – After 36 months of service

Sergeant - \$5953.00

Section 2: Effective for employees hired after December 1, 2006:

Effective December 1, 2006 salary progression

<u>Probationary</u>	Step 1 (12 months)	Step 2 (24 months)	Step 3 (36 months)	Step 4 (48 months)	Step 5 (60 months)	Step 6 (72 months)
\$3295.00	\$3589.00	\$3883.00	\$4176.00	\$4470.00	\$4764.00	\$5062.00

Effective December 1, 2007 salary progression

<u>Probationary</u>	Step 1 (12 months)	Step 2 (24 months)	Step 3 (36 months)	Step 4 (48 months)	Step 5 (60 months)	Step 6 (72 months)
\$3427.00	\$3733.00	\$4038.00	\$4343.00	\$4649.00	\$4955.00	\$5264.00

**APPENDIX B**

**KANE COUNTY**

**HEALTH INSURANCE PLAN DESIGN AND PREMIUM CHANGES**

	<u>Current</u>	<u>1/1/07</u>
<u>PPO</u>		
Deductible (PPO/non-PPO)	\$100/\$200	\$300/\$600
Out of Pocket Limit (PPO/non-PPO)	\$500/\$1,500	\$750/\$2,250
Emergency Room Copay	\$75	\$100
In/Out of Network	90/70	80/60
 <u>HMO</u>		
Office Visits	\$15	\$20
Emergency Room Copay	\$50	\$100
Specialist Copay	\$15	\$30
Hospital Copay	\$100	\$250

<u>Premium Changes</u>	<u>Employee</u>	<u>Current</u>		<u>1/1/07</u>	
		<u>Employer</u>	<u>Employee</u>	<u>Employer</u>	
<u>PPO</u>					
Employee Only	\$64.80	\$364.31	\$70.46	\$396.14	
Employee & 1 Dependent	\$128.52	\$731.37	\$139.75	\$795.28	
Employee & Family	\$189.00	\$1,072.18	\$205.52	\$1,165.87	
 <u>HMO Illinois</u>					
Employee Only	\$21.60	\$363.26	\$29.13	\$389.36	
Employee & 1 Dependent	\$64.80	\$706.41	\$87.39	\$751.21	
Employee & Family	\$102.60	\$1,028.52	\$138.37	\$1,091.59	
 <u>BlueAdvantage HMO</u>					
Employee Only	\$10.80	\$339.42	\$12.94	\$367.89	
Employee & 1 Dependent	\$32.40	\$669.39	\$38.81	\$724.31	
Employee & Family	\$51.30	\$978.02	\$61.45	\$1,057.81	



**APPENDIX C**  
**Hours of Work**

Adult Corrections Permanent Schedule

<b>Midnight Shift</b>	<u>2315 - 0745 hours</u>	<u>Sun</u>	<u>Mon</u>	<u>Tue</u>	<u>Wed</u>	<u>Thurs</u>	<u>Fri</u>	<u>Sat</u>
Positions filled by Classification seniority with rotation from Officer #1 thru Officer #16	Sergeant #1	O	O	X	X	X	X	X
	Sergeant #2	X	X	X	X	X	O	O
	<u>2315 - 0745 hours</u>	<u>Sun</u>	<u>Mon</u>	<u>Tue</u>	<u>Wed</u>	<u>Thurs</u>	<u>Fri</u>	<u>Sat</u>
Officer #1	O	O	X	X	X	X	X	X
Officer #2	X	X	O	O	X	X	X	X
Officer #3	X	X	X	X	O	O	O	X
Officer #4	O	X	X	X	X	X	X	O
Officer #5	X	O	O	X	X	X	X	X
Officer #6	X	X	X	O	O	O	X	X
Officer #7	X	X	X	X	X	X	O	O
Officer #8	O	O	X	X	X	X	X	X
Officer #9	X	X	O	O	X	X	X	X
Officer #10	X	X	X	X	O	O	O	X
Officer #11	O	X	X	X	X	X	X	O
Officer #12	X	O	O	X	X	X	X	X
Officer #13	X	X	X	O	O	O	X	X
Officer #14	X	X	X	X	X	X	O	O
Officer #15	O	O	X	X	X	X	X	X
Officer #16	X	X	O	O	X	X	X	X
<b>Total</b>		11	11	11	11	12	12	12
<b>Day Shift</b>	<u>0715-1545 hours</u>	<u>Sun</u>	<u>Mon</u>	<u>Tue</u>	<u>Wed</u>	<u>Thurs</u>	<u>Fri</u>	<u>Sat</u>
Positions filled by with Classification seniority rotation from Officer #1 thru Officer #19	Sergeant #1	O	O	X	X	X	X	X
	Sergeant #2	X	X	X	X	X	O	O
	<u>0715-1545 hours</u>	<u>Sun</u>	<u>Mon</u>	<u>Tue</u>	<u>Wed</u>	<u>Thurs</u>	<u>Fri</u>	<u>Sat</u>
Officer #1	O	O	X	X	X	X	X	X
Officer #2	X	X	O	O	X	X	X	X
Officer #3	X	X	X	X	O	O	O	X
Officer #4	O	X	X	X	X	X	X	O
Officer #5	X	O	O	X	X	X	X	X
Officer #6	X	X	X	O	O	O	X	X
Officer #7	X	X	X	X	X	X	O	O
Officer #8	O	O	X	X	X	X	X	X
Officer #9	X	X	O	O	X	X	X	X

Officer #10	X	X	X	X	O	O	X
Officer #11	O	X	X	X	X	X	O
Officer #12	X	O	O	X	X	X	X
Officer #13	X	X	X	O	O	X	X
Officer #14	X	X	X	X	X	O	O
Officer #15	O	O	X	X	X	X	X
Officer #16	X	X	O	O	X	X	X
Officer #17	X	X	X	X	O	O	X
Officer #18	O	X	X	X	X	X	O
Officer #19	X	O	O	X	X	X	X

Total	13	13	13	14	14	14	14
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**Evening Shift**

<u>1515-2345 hours</u>	<u>Sun</u>	<u>Mon</u>	<u>Tue</u>	<u>Wed</u>	<u>Thurs</u>	<u>Fri</u>	<u>Sat</u>
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Sergeant #1	O	O	X	X	X	X	X
Sergeant #2	X	X	X	X	X	O	O

Positions filled by with  
Classification seniority  
rotation from Officer #1  
thru Officer #17

<u>1515-2345 hours</u>	<u>Sun</u>	<u>Mon</u>	<u>Tue</u>	<u>Wed</u>	<u>Thurs</u>	<u>Fri</u>	<u>Sat</u>
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Officer #1	O	O	X	X	X	X	X
Officer #2	X	X	O	O	X	X	X
Officer #3	X	X	X	X	O	O	X
Officer #4	O	X	X	X	X	X	O
Officer #5	X	O	O	X	X	X	X
Officer #6	X	X	X	O	O	X	X
Officer #7	X	X	X	X	X	O	O
Officer #8	O	O	X	X	X	X	X
Officer #9	X	X	O	O	X	X	X
Officer #10	X	X	X	X	O	O	X
Officer #11	O	X	X	X	X	X	O
Officer #12	X	O	O	X	X	X	X
Officer #13	X	X	X	O	O	X	X
Officer #14	X	X	X	X	X	O	O
Officer #15	O	O	X	X	X	X	X
Officer #16	X	X	O	O	X	X	X
Officer #17	X	X	X	X	O	O	X

Total	12	12	12	12	12	12	13
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**Central Receiving and Transport Schedule**

	15 Officers	<u>0715-1545 hours</u>
Positions filled by classification seniority with rotating days off and variable shift hours agreed to by management and the union	<u>1515-2345hours</u> 9 Officers	
	1 Officer	<u>2315 - 0745 hours</u>

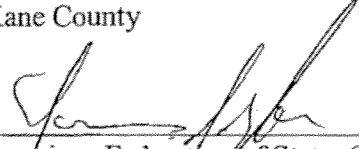
**APPENDIX D**  
**Memorandum of Understanding**

This Memorandum of Understanding is entered into by the Sheriff of Kane County ("Sheriff"), the County of Kane ("County"), and the American Federation of State, County and Municipal Employees, Council 31, AFL-CIO on behalf of and with Local 245 ("AFSCME") and is made part of and/or supersedes any provisions which may exist in the recently negotiated Labor Agreement by and between the above-named parties which expires November 30, 2005.

The parties agree as follows:

1. The parties recognize that a legal question exists, based on the holding of Adams Co. Sheriff Nall v. International Assoc. of Machinists (No. 4-98-0482, 4th District, September 30, 1999), as to whether the Sheriff has the lawful authority to agree to have disciplinary cases, including demotions, reviewed by an arbitrator. The Sheriff asserts that an arbitrator has no such legal authority and that such authority lies only with the Sheriff's Merit System (Merit Law) established by Illinois State Statutes. AFSCME does not agree.
2. In order to have the Labor Agreement move forward, and so employees may receive the benefits negotiated by the parties without further delay, the parties agree to the following:
  - a) In the event that the legal question referred to above in paragraph 1 is not resolved legislatively, or by action of the Illinois Supreme Court, the parties will be at liberty to assert their respective view or opinions of the law, without prejudice or without concession to the other party.
  - b) If an employee attempts to grieve a matter through the Grievance Procedure where the Sheriff asserts that jurisdiction lies exclusively with the Merit System, neither the Sheriff nor County shall be prejudiced or precluded from taking position based on this or any other agreement entered into between the parties. Similarly, the Union may assert its position without prejudice or preclusion.
3. By entering into this Agreement, no party makes any admission which can favor the other parties.

Kane County

  
American Federation of State, County and  
Municipal Employees, Council 31, AFL-CIO  
on behalf of and with Local 245

  
Sheriff of Kane County

**APPENDIX E**  
**Memorandum of Understanding – Comp Time**

1. Employees hired on or after December 1, 2006, will not be eligible to accumulate Compensatory Time.
2. Employees hired prior to December 1, 2006, who exceed two hundred forty (240) hours, will have their comp banks reduced to a maximum two hundred forty (240) hours.
3. Employees hired prior to December 1, 2006, will have to elect one of the following options no later than February 16, 2007:
  - a) Utilize compensatory time as time-off only. Employee may continue to accumulate compensatory time but may not exceed 240 hours.
  - b) Cash-out all compensatory time that employee has accumulated. By choosing this option, employee will be unable to accumulate any more compensatory time.
  - c) Employee may cash-out a portion of their compensatory hours and keep the balance to utilize as time-off. By choosing this option, the employee will be unable to accumulate any more compensatory time.
  - d) If the employee is below 240 hours, the employee may choose to accumulate compensatory time up to 240 hours. These hours will be retained until retirement or resignation, but by choosing this option, the employee will be unable to accumulate any more compensatory time.
  - e) If the employee is at 240 hours of compensatory time, the employee may elect to retain those hours until retirement or resignation but by choosing this option, the employee will be unable to accumulate any more compensatory time.
  - f) It is understood that nothing in this Memorandum of Understanding is intended to otherwise diminish any rights which employees may have under the Fair Labor Standards Act and Minimum Wage Law.

