

**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
THE SHERIFF OF KANE COUNTY,  
THE COUNTY OF KANE AND THE POLICEMEN'S  
BENEVOLENT LABOR COMMITTEE**

**DECEMBER 1, 2017 THROUGH NOVEMBER 30, 2020**

## INDEX

<u>Title</u>	<u>Page</u>
ARTICLE 1 – RECOGNITION	4
ARTICLE 2 - PROBATIONARY EMPLOYEES	6
ARTICLE 3 - SAVINGS CLAUSE	7
ARTICLE 4 - UNION SECURITY	8
ARTICLE 5 - INDEMNIFICATION	10
ARTICLE 6 - NON-DISCRIMINATION	11
ARTICLE 7 - NO STRIKE OR LOCKOUT	12
ARTICLE 8 - SENIORITY	13
ARTICLE 9 - LAYOFF AND RECALL	15
ARTICLE 10 - GRIEVANCE PROCEDURE	17
ARTICLE 11 - DISCIPLINE AND DISCHARGE	21
ARTICLE 12 - PERSONNEL FILES	24
ARTICLE 13 – EMPLOYEE DEVELOPMENT & TRAINING	26
ARTICLE 14 - LABOR-MANAGEMENT COMMITTEE	27
ARTICLE 15 - HOLIDAYS	28
ARTICLE 16 - VACATIONS	30
ARTICLE 17 - SICK LEAVE	33
ARTICLE 18 – MISCELLANEOUS PROVISIONS	35
ARTICLE 19 - LEAVES OF ABSENCE	37
ARTICLE 20 - UNION RIGHTS	42
ARTICLE 21 - WAGES	44
ARTICLE 22 - OUT OF TITLE WORK	46
ARTICLE 23 - INSURANCE	47
ARTICLE 24 - VACANCIES	49
ARTICLE 25 - SAFETY AND HEALTH	50
ARTICLE 26 - HOURS OF WORK	51
ARTICLE 27 – DRUG AND ALCOHOL TESTING	57
ARTICLE 28 - SUBCONTRACTING	63
ARTICLE 29 - MANAGEMENT	64
ARTICLE 30 – COMPLETE AGREEMENT AND MAINTENANCE OF STANDARDS	65
ARTICLE 31 - DURATION	66
ARTICLE 32 – TERMINATION	67
SIGNATURE PAGE	68
APPENDIX A WAGES	69
APPENDIX B HEALTH INSURANCE PLAN	70
APPENDIX C HOURS OF WORK	71
APPENDIX D DRUG TESTING LOCATIONS	75
APPENDIX E SENIORITY LIST AS OF APRIL 15, 2015	76
APPENDIX F FITNESS FOR DUTY	77
APPENDIX G MEMORANDUM OF UNDERSTANDING	80

## PREAMBLE

This Agreement is entered into by the Sheriff of Kane County (the "Sheriff") and the County of Kane, Illinois (the "County"), hereinafter referred to collectively as the "Employer", and the Policemen's Benevolent Labor Committee, hereinafter referred to as the "Union."

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

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 the employment of the following unit:

Corrections Officer Unit – All deputized Corrections Officers and Corrections Sergeants. Excluded: Corrections Bureau Commander, 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. Only one person will fill exempt status positions 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 shall inform the union in writing and the parties may meet to determine the appropriate classification or jointly petition the state labor board to seek the necessary unit clarification within thirty (30) days.

**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. In addition, such personnel may also 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 a reduction in overtime opportunities or any layoffs of 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 Public Labor Relations 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 will be returned by management within in 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 fifteen (15) 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)     Any other contributions mutually agreed upon by the parties.

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 the Union at an address designated in writing to the Employer by the Union, along with a list of bargaining unit employees' and union members' names and employee identification number. 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 Kane County Sheriff must at all times support and defend the Constitution and laws of the United States, the State of Illinois and all laws promulgated there from.

**Section 2.     Union Membership or Activity**

Neither the Employer nor the Union shall interfere with the rights 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 non-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, regardless of who established such line.

**Section 2. Performance of Duty**

It is recognized that employees covered by this Agreement may be required in the line of duty to perform duties growing out of or connected with labor disputes, which may arise within the County. The 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 shall immediately 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.

B)     Classification Seniority means the length of uninterrupted employment an employee has in their current classification. When 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 with the Sheriff.

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

Appendix E lists the seniority by classification of all employees within the Corrections Officer Unit as of April 15<sup>th</sup> 2015.

**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 or personal service 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 Department.

**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, which shall become effective on or after the date of execution of this Agreement. Such list 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 provide a seniority list to the Union upon request. Where employees have the same Classification Seniority date and seniority cannot be resolved by the above, any such tie shall be broken at the time of hire or promotion by drawing lots.

**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 and military leave, where federal or state law requires otherwise.

**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 of priority:

1)     To a vacancy, if any, in another classification in the same 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 within 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) calendar 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 on behalf of itself, setting forth name(s) or group(s) of the employee(s). Either party may have the grievant, or one grievant representing a group of grievants, 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. An employee may present a grievance and have it heard through Step 3 of the grievance procedure without the intervention of the Union; provided that the Union is notified by the employee and afforded the opportunity to be present at such conference and that any settlement made shall not be inconsistent with the terms of this Agreement. Nothing shall be construed to limit the Union's right to exercise its discretion to refuse to process employee grievances, which it believes are not meritorious. 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**

It is the intent and purpose of all parties to use their individual and collective best efforts to settle and resolve their differences on a prompt and informal basis. Where such informal efforts are unsuccessful in resolving an issue, which is believed to be in violation of this Agreement, the following procedure shall be followed.

Due to the co-Employer status of the County and the Sheriff, where applicable and necessary to the resolution of the grievance, a grievance may be directed to the Sheriff or County Board representative or both for response. In the event a grievance is erroneously filed in good faith with either the County or the Sheriff, the grievant shall be so informed and notified in writing. The grievant shall have ten (10) business days from the date they are so notified to re-file the grievance with the proper party.

**Step 1. Immediate Supervisor**

The Employee and/or the Union shall raise the grievance in writing, on the approved form to the employee's supervisor, who is outside the bargaining unit. The grievance shall clearly define the situation in question and specify the violation of the Agreement. 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 grievance. The immediate supervisor outside the bargaining unit shall render a written response to the grievance within ten (10) business days after the grievance is presented. In instances where the Union is appropriately grieving the County, Step 1 will be referred to the Sheriff. If the grievance is not resolved at Step 1, the signed Step 1 grievance and supervisor response will be presented to Step 2. 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 Agreement.

**Step 2. Undersheriff/Chief Deputy/Human Resource Director**

Grievances submitted to the Undersheriff/Chief Deputy or County Human Resource Director or his/her designee at Step 2 shall be presented in writing by the Union within five (5) business days from the receipt of the answer or the date such answer was due, whichever is earliest. Grievances presented at Step 2 shall include a response to the immediate supervisor's decision. Within five (5) business days after the grievance is presented to Step 2, the Undersheriff/Chief Deputy or County Human Resource Director shall render a written answer to the grievant and provide a copy of such answer to the Union.

**Step 3. Sheriff/County Board Chairman**

If the grievance is still unresolved, it shall be presented by the Union to the Sheriff, his designee, or the County Board Chairman 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. The grievance shall include copies of all preceding responses.

Within five (5) business days after receipt of the written grievance the parties may meet or hold other discussions in an attempt to resolve 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 by notifying 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/County Board 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, either party may request the Federal Mediation and Conciliation Service ("FMCS") or the Illinois Labor Relations Board ("ILRB") to submit a list of seven (7) arbitrators. The party making such a request shall provide contemporaneous notice to the other party by providing them with a copy of the request. Within 45 days of the receipt of the list of 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. Unless otherwise agreed to in writing by the parties, in the event the parties fail to select an arbitrator within the time limit specified above, either party may request that FMCS or the ILRB, as applicable, appoint one of the arbitrators from the list. The arbitrator shall be notified of his/her selection by a joint letter from the Sheriff/County 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.

**Section 3. 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.

The arbitrator shall decide questions of arbitrability. 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 not amend, modify, nullify, ignore, add nor subtract from the provisions of this Agreement.

The parties shall share the expenses and fees of the arbitrator and the cost of the hearing room equally. 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 employee's involved. The Employer shall be responsible for providing a Court Reporter for arbitration proceedings. The parties shall bear the cost of a verbatim record equally.

#### **Section 4. 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 written, mutual agreement of the parties involved at that particular step.

Failure to respond within the designated time limits by the designated Employer representative shall automatically advance the grievance to the next step. If, after receipt of a written response from the Employer representative, a grievance is not processed by the aggrieved employee/grievant or Union grievance representative within the specified time limits provided, the grievance shall be considered void.

#### **Section 5. Time Off, Meeting Space and Telephone Use**

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 who 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 outside of their bargaining unit, or designee, as well as the supervisor outside of their bargaining unit of any unit to be visited, and such permission shall not be denied unreasonably. Employees attending a grievance meeting shall normally be those having direct involvement in the grievance.

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 6. Advanced Grievance Step Filing**

Certain issues which by their 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 written mutual agreement of the parties be filed at the appropriate advanced 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 7. 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.

Any documents, books, papers, or witnesses in constructive possession of a party not disclosed pursuant to a request for production, shall be excluded from use as evidence in any subsequent hearing. Both parties have a duty to supplement discovery promptly as it becomes known. Generally, see Supreme Court Rule 214.

**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 discipline, 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 therefore. 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 a Union representative is available within twenty-four (24) hours' notice from the Sheriff to the Union.

**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, a 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 the 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**

Sheriff's Merit System Employees covered under this Agreement shall be disciplined pursuant to Section 3-8013 of the Sheriff's Merit System Law, 55 ILCS 5/3-8013 (2011) subject to the alternative grievance review provisions provided in this Agreement.

In the event charges are referred to the Merit Commission, the employee shall have the option of waiving a hearing before the Merit Commission and shall then be disciplined by the Sheriff subject to the contractual grievance appeal procedure. To effectuate this election, the following procedure shall be utilized:

1. Within ten (10) business days of the employee receiving a copy of the charges referred to the Merit Commission and the entire investigation file relating to the charges, the Union will advise the Sheriff and the Merit Commission of the employee's election under this Section to waive his or her right to a Merit Commission review and/or hearing and proceed, instead, in accordance with the grievance/arbitration provisions of Article 10 of this Agreement, upon the issuance of discipline by the Sheriff. Such notice shall be in writing and shall include a written waiver, executed by the employee, acknowledging that the employee is knowingly waiving his or her rights to a hearing before the Merit Commission. If no such notice/waiver is provided within the ten (10) business days, the employee and the Union shall be deemed to have elected to proceed under the rules of the Merit Commission and all rights under Article 10 shall be deemed waived.

2. Upon receipt of a notice from the Union that the employee is electing to proceed under the grievance/arbitration provisions of Article 10, the Sheriff's Office will withdraw the charges before the Merit Commission. Thereafter, the Sheriff or his designee will make a determination regarding discipline.

3. Once discipline is issued by the Sheriff or his designee, the employee, or the Union, as applicable, may grieve the discipline, as provided in Article 10 of the CBA commencing at Step 4. The filing of said grievance shall serve as a Request for Arbitration under Step 4 of the grievance procedure.

In the event the Sheriff's Merit System Law is amended in a manner which nullifies the rights of parties to a collective bargaining agreement to negotiate, pursuant to Section 3-8013 of the Sheriff's Merit System Law, an alternative disciplinary review process, or which makes the alternative grievance review provisions contained in this section illegal, either party may request to immediately re-negotiate the terms of this section. Any impasse resulting in such negotiation shall be resolved in accordance with the provisions of Section 14 of the Illinois Labor Relations Act.

**Section 9. Suspension Day Defined**

A disciplinary suspension day is a twenty-four (24) hour period during which an employee was scheduled to work a regular tour of duty but has been ordered not to report for duty as a result of disciplinary action. During a disciplinary suspension, an 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 be restricted from working 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 fifteen (15) days from the date the discipline is issued absent extenuating circumstances.

**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;

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; and

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.

**Section 6. Confidentiality of Records**

The Employer Agrees to keep the Employees Personnel Record confidential and will not release any information from this record (1) without the Employee's written approval or a court order requiring the release of the information, or (2) unless release or disclosure of said information is required by statute, regulation or common law, e.g., without limitation, as required under the Freedom of Information Act ("FOIA"), 5 ILCS 140/1 et seq., or any other applicable law. In the event the Sheriff receives a court order for a personnel file, the Sheriff will notify the employee that the Office has received an order. The Sheriff's Office also agrees to exert applicable exemptions under FOIA should the Office receive a FOIA request for personnel files.

**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 which 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**

Unless mutually agreed otherwise, when absence from work is required to attend labor-management conferences, employees shall give reasonable notice to, and receive approval from, their supervisor outside of the bargaining unit in order to remain in pay status. Failure to do so may result in the employee not being compensated for the missed work hours or the exclusion of the employee from attending the conference. 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 1<sup>st</sup> of each year. Accumulated holidays must be taken during the fiscal year and may not be carried over. Should it become necessary, supervisors may assign Holidays when appropriate. Additional time off will be granted for all other days designated by the employer as nonworking days.

Those employees assigned to continuous operations assignments will use the holiday credits in accordance with Article 26 Section 11 of this Agreement.

**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 New Year's Day, Easter, Independence Day, Thanksgiving, Christmas Eve, and/or Christmas shall be paid double (2x) their regular rate of pay for every full hour worked as Premium Holiday Pay, separate and distinct from any other pay provisions.

**Section 5.     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 6.     Conversion of Holidays**

Subject to the restrictions contained within this Section, Officers may request to convert up to nine (9) or up to thirteen (13), as applicable, unused holidays into pay. To qualify to convert up to (9) holidays into pay, an Officer must have used four (4) or less sick days for the fiscal year in which the holidays were earned. To qualify to convert up to (13) holidays into pay, an Officer must not use any sick time for the fiscal year in which the holidays were earned. The request must be submitted prior to November 1 of the fiscal year in which the holidays were earned. The request must contain the 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.

- A. 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) vacation 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.
  
- B. 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.
  
- C. 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.
  
- D. 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 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 intention to do so before October 1<sup>st</sup> preceding the start of the fiscal year. Payment for such vacation time shall be included in the first paycheck in July.

### **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 1<sup>st</sup> - November 30<sup>th</sup>) 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 who are selling back vacation time for pay must submit a written request slip before October 1<sup>st</sup> preceding the start of the fiscal year, and these weeks will be taken off the shift tally. In addition, employees intending to use vacation time as single vacation days must submit a written request slip prior to October 1<sup>st</sup> preceding the start of the fiscal year, and these weeks will be taken off the shift tally. An employee may later decide to take the time off instead, but must indicate in writing to do so before June 1<sup>st</sup> of that calendar year. 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 1<sup>st</sup> 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 1<sup>st</sup> - November 30<sup>th</sup>). 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 1<sup>st</sup>, 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 a scheduled week becomes open, 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.



**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 include the employee's spouse, domestic partner, child, stepchild, parent, mother-in-law, father-in-law, grandchild, grandparents, stepparent, brother, sister or any relative or person living in the employee's household for whom the employee has custodial responsibility, or any relative or person living in the employee's household who 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 (20) 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 payday immediately preceding the employee's separation.

**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 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, inmates or the general public. 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 have access to a database that provides a statement of leave balances and accrued benefit time on request.

**Section 4.     Evaluations**

The Union and the Sheriff encourage periodic evaluation conferences between the employee and his/her supervisor. These conferences may be recorded on a "Performance Documentation Form."

The written evaluation done at least 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.

Appeals may be made utilizing the employee's chain of command up through the Undersheriff/Chief Deputy. The purpose of the Employee Performance Evaluations shall be to assist individual employees in professional growth. Evaluations shall not be used as a basis for disciplinary action. Employees shall be allowed to attach a letter to their evaluation in accordance with the Personnel Record Review Act.

**Section 5.     Copies of the Agreement**

A copy of this Agreement shall be posted to the Sheriff's Office's internal intranet site.

**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**

At least annually each employee will be provided with a copy of his/her current job description which 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 afforded the reasonable opportunity to become 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 Sheriff requires the employee, or the employee elects with the Sheriff's approval, to utilize accrued sick pay, holiday pay, vacation pay or compensatory time during the leave of absence. A leave of absence will not be granted for the purpose of trying another job. Failure to return at the end of an approved leave may result in termination.

It is the Sheriff's policy to grant leaves of absence to eligible employees in accordance with all applicable federal and state laws. Where provisions of this Article conflict with any applicable federal or state law, the provisions of such law shall prevail.

**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. Eligibility and entitlement to leaves of absences governed by state or federal law shall be determined in accordance with the provisions of the applicable law.

Subject to the policy statement above, employees may be eligible for up to twelve (12) work weeks of leave a year, which is based on a rolling 12-month period measured backward from the first date leave is used, unless otherwise required by law. 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 12 work weeks which 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 of absence when it is foreseeable. Foreseeable leaves include, but are not limited to, maternity/paternity 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 a family or medical leave of absence under the provisions of the Family and Medical Leave Act ("FMLA") 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.

5. Because of any qualifying exigency arising out of the fact that the spouse, or a son, daughter, or parent of the employee is a covered military member on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

6. To care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent or next of kin of the service member.

All aspects of FMLA leaves of absences shall be governed by the provisions of the FMLA and the regulations promulgated thereunder, all as may be amended from time to time. The Sheriff will exercise his discretion in connection with FMLA leaves of absences in accordance with the FMLA and the applicable regulations.

B) Military Leave: Eligible employees will be granted military leaves with or without pay in accordance with all applicable state and federal laws. For all Military Leaves, employees should provide their supervisor with a copy of their written orders, including any subsequent changes, within the time limits prescribed by law. If an employee is applying for differential pay, the employee should provide payroll with the amount of their base pay prior to the leave. If an employee desires to use benefit time during the leave, the employee should also notify payroll prior to the leave. Upon completion of military service, a copy of the employee's Leave and Earnings Statement verifying the duration of the employee's military service and base pay must be provided to payroll by the employee.

C) Victim's Economic Security and Safety Act (VESSA) Leave – Eligible employees will be granted leaves to address domestic or sexual violence in compliance with VESSA. Neither this section nor VESSA creates additional rights for an employee to take leave that exceeds the unpaid leave time under, or is in addition to unpaid leave time permitted by, the FMLA. All aspects of the leave shall be governed by the provisions of VESSA.

D) 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.

E) 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 Sheriff's Office.

F) 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).

G) Other Leaves Required by Law: Eligible employees will be granted leaves of absences required by state or federal law in accordance with the provisions of the applicable law.

#### **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 leave of absence.

B) Duration of Leave: The cumulative time off of a leave of absence shall not be longer than six months, unless otherwise required by law.

C) Extended Leave of Absence: Any leave over twelve work weeks 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, unless otherwise required by law. 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 Human Resource Management Department no later than the 1st 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 which 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, compensatory time, holiday and sick pay to be used during the leave (if any).
2. This request should be submitted through the chain of command to the Bureau Commander, 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. The County's Human Resource Management Department 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 not be protected for death or disability benefits during the unpaid period. A Benefit Protection Leave of Absence Authorization should be filed with IMRF before the leave commences. Death and disability benefits are reinstated immediately upon returning to work. Employees may establish service credits for retirement (not to exceed 12 months) for this leave by paying the employee contributions which would have been paid if actually working plus interest. The County Board must approve the acceptance of employer paid IMRF obligations. Forms are available in the Human Resource Management Department. Leaves of absence may be granted to maintain continuity of service and to protect the employer-employee relationship in instances where unusual circumstances require an employee's absence. Leaves are granted on the assumption that the employee will be available to return to regular employment when the conditions necessitating the leave permit.

#### **Section 7. Worker's Compensation**

The Worker's Compensation law provides protection for employees experiencing occupational disabilities through accidents or by exposure to disease arising out of and in the course of employment.

A) When an employee suffers an on-the-job injury or exposure, whether or not medical attention is required, a "Report of Injury" form must be completed by the employee and forwarded to both the Insurance Coordinator and up the chain of command to the Bureau Commander as soon as possible.

B) All expenses involved with the treatment of the exposure or injury are covered by the Illinois Worker's Compensation Act. That Act provides payment of sixty-six and two-thirds of the employee's wages for lost time at work after a three-day waiting period. If the employee is off work for more than fourteen days because of a job related injury or exposure, then the employee will be compensated for the waiting period. In addition to this partial payment of wages pursuant to the Illinois Workers' Compensation Act (hereinafter referred to as "The Act"), employees with more than one year of service with the County will also receive a minimal amount of disability through IMRF.

The County, in addition to compliance with the Act, shall pay an additional one third of the average weekly wage to employees for the first thirty days that the employee is totally disabled. This is a voluntary payment by the County and by accepting such payments; employees shall recognize and will assist the County in enforcing its subrogation rights.

Nothing in this policy shall be construed as limiting or contravening the Public Employee Disability Act, 5 ILCS 345/1.

#### **Section 8. Jury Duty/Work-Related Court Duty**



Court leave shall be granted to employees who are called to jury duty or are required to be absent from work because of subpoena from any legislative, judicial, or administrative tribunal. Time away from work with pay shall be granted for such purposes. All compensation received for court or jury shall be remitted by the employees to the County Auditor, to be returned to the County Treasurer from which the original payroll warrant was drawn. The County feels that by volunteering to appear as a witness, an employee may create the impression that the County favors one litigant to the detriment of the other. Therefore, to avoid any suspicion of favoritism, County employees are instructed not to appear as a witness unless properly subpoenaed.

**Section 9. Funeral /Bereavement Leave**

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, great grandparents, great grandparents-in-law, grandparents, grandparents-in-law 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, compensatory time, or may be taken as holiday time to which the employee is otherwise entitled.

In addition to the above provisions, the Illinois Child Bereavement Act provides that all eligible employees, as defined by the Family and Medical Leave Act of 1993, shall be entitled to use up to 2 weeks (10 working days) of unpaid bereavement leave to attend the funeral or alternative to a funeral of his or her child; make arrangements necessitated by the death of the child; or grieve the death of the child. In the event of the death of more than one child in a 12-month period, the employee is entitled to up to a total of 6 (six) weeks of bereavement leave during that 12-month period. All child bereavement leaves will be granted in accordance with the Child Bereavement Act. Leaves must be completed within 60 days after the date on which the employee receives notice of the death of the child.

**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 PBLC 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, reemployment, transfers, leaves, and 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) hours, 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.

**Section 7. Distribution of Union Literature**

During employee's non-working hours, he/she shall be permitted to distribute Union literature by interdepartmental mail and other means so as long as such disruption does not impair the operation of the Office.

**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 – See Appendix A**

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.

Lateral hires shall be compensated in accordance with the Memorandum of Understanding between the Sheriff and the Union, dated March 28, 2019, and attached as Appendix G.

**Section 2. Pay Period**

Employees will be paid on a bi-weekly schedule. Each payroll period shall consist of fourteen (14) calendar days, so the bi-weekly rate of pay of each employee shall be 1/26<sup>th</sup> of the employee's annual salary. When a payday falls on a holiday, the paycheck is distributed the preceding workday.

Employees are encouraged to sign up for direct deposit of their paychecks through payroll in the Human Resources Management Department.

**Section 3. Uniform Allowance**

Employees shall be given a uniform allowance of one thousand dollars, five hundred dollars (\$1,500.00) per year to be evenly divided and paid separately (i.e., not combined with regular earnings), via direct deposit into his/her account on file with the County, on the second regular payroll dates in November and May of each year. If an employee does not utilize direct deposit for their regular payroll check as of April 1, 2019, that employee will continue to receive paper checks.

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 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. 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.

#### **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 pay check 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 per month during the time they are training. Such amount shall be paid in the employee's regular pay check 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.

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 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.

#### **Section 7. Officer in Charge (OIC)**

If an Officer is assigned to act as a shift supervisor, in the absence of the sergeant from that shift, that Officer shall receive an increase in pay over his/her current hourly rate in the amount of four dollars (\$4.00) per hour.

**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**

A. The Employer shall provide comprehensive insurance programs for hospitalization, medical, vision and dental coverage for each covered employee who chooses to participate and their eligible dependents similar to the coverage which is currently in effect. Plan design changes for 2014 through 2017 are included in Appendix B attached hereto and incorporated herein. All regular full-time employees and all regular part-time employees who work a minimum of twenty-one (21) hours per week are eligible to enroll in the County's comprehensive group hospitalization, medical, vision and dental insurance plans.

B. Premium costs are shared by full-time employees and the County through payroll deduction. Eligible part-time employees pay the full premium for all plans for coverage through payroll deduction. A pre-tax deduction Section 125 Plan is available at the time of enrollment. Beginning April 1, 2014 through November 30, 2017, the overall aggregate cost of the County's health insurance programs shall be shared by the County and the union and non-union employees at the overall aggregate rate of eighty three percent (83%) borne by the County and seventeen percent (17%) borne by the union and non-union employees. It is understood that individual premium rates and percentage contribution levels will vary across plans and will be based on an employee's plan selection each year, but the overall aggregate percentage rates borne by the County and the union and non-union employees shall remain the same through November 30, 2017.

C. The County reserves the right to self insure, change carriers and engage in cost containment measures during the term of this Agreement so long as the benefits and coverages sought are substantially similar to those being currently offered.

D. The parties agree to continue the implementation of a wellness plan component for employees and spouses covered by the county's health insurance plans. Participation in the Wellness Plan shall be defined as participating in an annual health evaluation which shall continue to be limited to completing an assessment, providing a blood sample, and receiving a health evaluation report. No other additional action on the part of any employee or spouse shall be required. The employers agree that participation (or non-participation) in the wellness plan shall not be used in any way to initiate or support an employment action of any kind. The parties further agree that accommodations shall be made to facilitate participation of retired employees that reside outside of Kane County. Participation in the wellness plan shall not require or constitute any waiver of an individual's right to privacy under HIPAA, or any other applicable laws. Employees and/or their spouses who choose not to participate shall continue to pay an additional \$50 per employee and/or spouse per month toward health insurance premiums.

**Section 2. Future Plans**

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

In addition, in the event the County agrees to a lower overall contribution for employees who participate in County plan(s), the lower overall contribution rate shall apply to employees covered by this Agreement.



### **Section 3. 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 4. Health Care Continuation Coverage for Retirees, Medicare Eligible Retirees and Disabled Employees**

#### **A. Retirees-**

The County shall pay 10% of the cost of continued medical insurance benefits under the same terms and coverage for the non-Medicare eligible retired employee as the employee received for the 12 months preceding retirement.

Employees retiring under regular IMRF must be at least 55 years of age with at least eight (8) years of service. Sheriff's Law Enforcement Personnel (SLEP) members who retire (at any age) must have at least 20 years of SLEP credit.

In order to be eligible for the 10% premium reduction, an employee must have been employed by the Employer for 15 or more consecutive years.

Retired employees who wish to take advantage of this medical insurance must pay 90% of the premium for either single or dependent coverage. The premium is due on the 1<sup>st</sup> of each month and must be submitted to Human Resources in order for coverage to be maintained.

#### **B. Medicare Eligible Retirees, Disabled Employees and Surviving Spouses-**

Kane County offers a reduced benefit PPO health care plan to Medicare eligible retirees, disabled employees and surviving spouses. The PPO plan includes a separate deductible of \$500.00 for outpatient drugs to be paid at 80% (coinsurance does not go towards the outpatient prescription maximum). The full amount of the premium that must be paid is established by the County Board each year.

#### **C. Retirees – Annual Open Enrollment –**

Retired employees may elect to change medical insurance plans during the annual open enrollment period for active county employees each year.

**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. Their 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.     Safety Committee**

Two (2) employees designated by the Union and two (2) person 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.

**Section 4.     Fitness for Duty Evaluation**

See Appendix F, GO-10-01 Fitness for Duty, which is incorporated herein.

**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 a 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) hours. 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 regularly 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 in its sole discretion, 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. The parties agree that training for specialized units is at the sole discretion of the Sheriff.

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. Roll Call shall take place 7 minutes prior to the beginning of the employee's regular shift.

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 (2) paid fifteen (15) minute rest periods. The normal work week 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 work week, 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 and division 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 per their assigned division, 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, promotion, or retirement, 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. All shift bidding by Corrections Sergeants will be done by classification seniority. Corrections Sergeants will bid for their shift assignment during the month of September. After all Corrections Sergeants have bid for their shift they will be assigned to the Housing Unit or to the Intake/Release Division by the Sheriff or his designee. After Sergeants are assigned to their division, they will have one week (7 days) to bid for days off by classification seniority. 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, reserves 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, or division, 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, 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.

Provided there is no disruption of services, employees within the same classification may agree, solely at their option and with the approval of their supervisor to trade their regularly scheduled daily shifts (or any portion thereof), subject to the provisions outlined below.

1. Trades are restricted to personnel within the same classification. Corrections Officers can only trade with Corrections Officers and Sergeants can only trade with Sergeants.
2. Trades are restricted to personnel who have current, equivalent training certifications.
3. Employees on light duty restrictions are ineligible for shift trades for full-duty positions from which their doctors have restricted them. Any pending trades for full-duty positions from which the employee has been restricted will be voided. The supervisor will notify the employees of the voided trades.
4. In order to be eligible for shift trades, an employee must not have used more than (8) sick days during the previous fiscal year. If an employee exceeds (8) sick days in one fiscal year, they will be ineligible from shift trades the remainder of the fiscal year or 180 calendar days (whichever is greater). However, any shift trades that have already been approved will remain in effect.
5. Shift trades must be within 45 days of each other and shall be limited to the regularly scheduled daily shifts the involved personnel are required to work.
6. Employees desiring to trade shifts must provide written notice to their supervisors with a minimum of (72) hours advanced notice or at the shift Lieutenant's discretion. The completed

trade form must be approved and signed by the supervisors of the affected shifts prior to any trade.

7. Any employee failing to appear for an approved trade, for any reason, will be required to use their own accrued benefit time to cover the missed hours or will be docked pay for the missed hours. The employee who failed to appear for the approved trade will have their own payroll card updated with the docked benefit time or be marked absent for the trade day. The employee who failed to report for the trade will be banned from trades for one calendar year (365 days) from the date of the last approved trade on the schedule. The only exception to a trade ban would be a contractually covered death or a verified employee admission to the hospital.
8. The employer is not responsible for any lost time (unfulfilled trade payback) due to their trade partner's termination, retirement, change of division, etc. It is always a possibility that an employee may not be paid back for a trade day by their trade partner due to such circumstances. In such an event, the employee will be responsible for reporting for their regularly assigned shift, unless they are approved to use paid benefit time which does not create callback.
9. The hours worked by the employees involved in the trade shall be excluded in the calculation of the hours for which the substituting employee would otherwise be entitled to overtime compensation. Where one employee substitutes for another, each employee will be credited as if he or she had worked his or her normal work schedule for that shift.

#### **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.

In the event a shift which is normally supervised by a Sergeant goes unfilled due to any contractually allowed absence, the Employer will offer the shift to any other available Sergeant to cover, utilizing the above procedure. In the event no Sergeants accept the open shift, the Employer may offer the open shift to an Officer in charge (OIC) who is scheduled to be on duty for that shift. In the event an OIC is appointed to fill the supervisory role, the Employer will assess the operational needs of the shift and determine whether or not to backfill the Officer position at its sole discretion.

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 for a maximum time of four (4) hours after their normal shift ends. 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 (i.e. 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 ½) 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 ½) 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 ½) 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 she/she was not available upon call by the Employer during such said stand-by time or did not keep the Employer informed of his/her whereabouts.

**Section 10. Compensatory Time**

Employees may elect to receive compensatory time off at the rate of time and one half in lieu of premium pay. Up to 140 hours of compensatory time may be banked. Once the 140 hours is reached, overtime work must be compensated by overtime pay.

Employees that were grandfathered at the issuance of the arbitration award by Arbitrator Clauss will have their maximum Compensatory hour provision rounded up into one of four categories:

240 hour Max

225 hour Max

175 hour Max

140 hour Max

The attached seniority list (Appendix E) will show each employee's maximum comp hours.

**Section 11. Scheduling of Holidays, Compensatory Time, Single Vacation Days and Two-for-One Sick days**

Requests for time off shall be submitted between the 1<sup>st</sup> and 15<sup>th</sup> of the previous month. When scheduling time off, conflicts between employees requesting the same time off will be resolved in the following priority order: Holidays, Compensatory time, Single Vacation Days, Two-For-one Sick Days. Except as provided below, if days of equal priority are requested by multiple employees on or before the 15<sup>th</sup> day of the previous month, approval will be based upon classification seniority.

Employees will be allowed to designate one holiday request as a priority holiday, and this day will be granted as long as there are enough available slots, as set by this section, and no other persons with higher classification seniority have requested that day off as a priority holiday. Any ties in priority holiday requests will be decided based on classification seniority.

Any additional requests for time off submitted after the 15<sup>th</sup> of the previous month may be approved subject to the limitations described in this section on a first come, first served basis based on calendar date of submission to and confirmed by a supervisor, not by time of day. Time off submitted less than seventy-two (72) hours prior to the beginning of the shift shall be subject to operational needs as determined at the sole discretion of the Sheriff or his designee. Employees requesting a vacation week after the bid process set forth in article 16 of this agreement will follow the same procedure as described above.

Each of the day and afternoon shifts in the Housing Unit division will be allowed to have a minimum of two (2) Officers and one (1) Sergeant off at a time. The Housing Unit midnight shift will be allowed to have a minimum of one (1) Officer and one (1) Sergeant off at a time. Each of the day and afternoon shifts in Intake/Release will be allowed to have a minimum of one (1) officer and one (1) Sergeant off at a time. Additional officers may be allowed time off based on operational needs as determined in the sole discretion of the Sheriff or his designee.

It is agreed by the parties that Officers utilizing time off while on any type of leave of absence will not affect the minimum off requirement for requested benefit time off.

**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 1<sup>st</sup> and the 15<sup>th</sup> of the previous month, the employer shall approve them prior to the 17<sup>th</sup> of the same month.

**ARTICLE 27**  
**DRUG AND ALCOHOL TESTING**

**Section 1.     Statement of Policy**

It is the policy of the Sheriff that the public has a reasonable right to expect the employees of the Sheriff's Office to be free from the effects of drugs and alcohol and have the physical stamina and emotional stability to perform their assigned duties. The Sheriff has the right to expect its employees to report for work fit and able for duty. The purposes of this policy shall be achieved in such manner as not to violate any rights of the employees established in this Agreement. Unlawful use of drugs as well as being under the influence of alcohol or the unauthorized consumption of alcohol while on duty shall be cause for discipline, up to and including discharge.

**Section 2.     Prohibitions**

Unless assigned to an investigative unit which requires the conduct set forth below, Sheriff's employees shall be prohibited from:

- (a)     being under the influence of alcohol or illegal drugs during the course of their workday;
- (b)     consuming or possessing alcohol, except as may be necessary in the performance of their duty, at any time during the workday, or anywhere on the Sheriff's premises or work sites, buildings or properties or any vehicle owned by the Sheriff or any vehicle not owned by the Sheriff but used in service to the Employer;
- (c)     the unlawful manufacture, possession, use, sale, purchase, dispensation, or delivery of any illegal drug at any time and at any place except as may be necessary in the performance of duty;
- (d)     failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking; .
- (e)     intentionally tampering with, substituting for, or causing another person to tamper with, substitute for a urine and/or blood specimen.

**Section 3.     Drug and Alcohol Testing Permitted**

Testing is permitted where the Sheriff has reasonable suspicion to believe that an employee:

- (a)     is under the influence of alcohol or illegal drugs during the course of the workday;
- (b)     has abused prescribed drugs;
- (c)     has used illegal drugs; or

- (d) employee appears to be unable to perform his/her job safely.

The Sheriff shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. The Sheriff may also require an employee to randomly submit to alcohol or drug testing where the employee is assigned to a departmental drug enforcement group for a period of at least thirty (30) days and where such employee's duties are primarily related to drug enforcement. The Sheriff may require any employee accepting an assignment requiring a commercial driver's license to submit to alcohol or drug testing as may be permitted by law. At least two supervisory personnel must state their reasonable suspicions concerning an affected employee prior to any direction to submit the employee to the testing authorized herein. The foregoing shall not limit the right of the Sheriff to conduct any tests it may deem appropriate for persons seeking employment with the Sheriff's Office, transfer or upon promotion to another position within the Office.

#### **Section 4. Order to Submit to Reasonable Suspicion Testing**

At the time an employee is directed to submit to testing as authorized by this Agreement, the Sheriff shall provide the employee with oral notice briefly outlining the reasonable suspicion leading to the request. Within seventy-two (72) hours of the time an employee is ordered to submit to testing authorized by this Agreement, the Sheriff shall provide the employee and the Union with a written notice setting forth the facts and inferences which form the basis of the order to test. Refusal to submit to such test may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he may possess.

#### **Section 5. Random Drug Testing**

(a) All employees of this bargaining unit will be subject to Random Drug Testing. Such testing will be during an employee's regularly scheduled shift.

(b) Upon notification that an employee is scheduled for Random Drug Testing, such employee will appear at the required location specified for the drug testing. **(See Appendix D)**

(c) The employee must appear at the required location during their regularly scheduled shift, but not later than 6 hours from the time they receive the notice.

(d) The employee will be required to show a photo identification card to the testing agency upon their arrival to verify their true identity before the testing procedure will begin. If the employee does not have a photo ID then the on duty supervisor will be required to go to the location and verify the identity of the employee.

(e) The random selection process shall be by computer generated numbers for each sworn officer of the department. Such computer generated program shall be performed by an outside contractor hired by the County after consultation with the Union. The outside contractor shall be one that specializes in such functions.

(f) The outside contractor shall not select more than four (4) Sheriff's employees from the computer generated list per month for random drug testing.

(g) The dates for said tests shall also be chosen at random by the same outside contractor. To maintain the security of the selection process, the contractor shall deal only with the Sheriff or, in the Sheriff's absence, a designee for purposes of notifying the Sheriff of testing dates and individuals selected. The list of selected member(s) shall be provided to the Union after the testing dates for the affected member(s).

(h) On the same day the employee has been given notice for testing, the Union representative will also be notified that the employee has been selected. The Union representative shall insure only those employees originally selected were actually tested. The Sheriff or designee shall assist the Union representative in understanding any discrepancies.

(i) Immediately after being ordered, refusal to report for testing shall constitute insubordination and will result in the imposition of statutory and departmental rules, regulations and procedures concerning the imposition of discipline.

(j) An employee who tests positive after a random drug test shall be subject to the same conditions as those who test positive under "reasonable suspicion" drug test.

(k) The random selection of a member will not result in the member's name being removed from any future selection process.

(l) If an officer is selected for a random test, but is unavailable due to extenuating circumstances, no disciplinary action will be taken (e.g., in court, on a surveillance, engaged in a police activity that the employee is participating in such as a drug raid, hostage situation, etc.). The test will be administered as soon as practicable after the employee is available.

(m) If the employee is working on the 2200 - 0600 shift and is required to submit to a random drug test after his/her shift ends, that employee will be paid at the rate of time and one-half (1 ½) from the time their shift ends, up to the completion of the drug test, so long as the employee reports promptly to the drug testing location and presents for testing upon the location's opening time of business. The employee must obtain from the drug testing location certification of the employee's arrival and departure times.

#### **Section 6. Tests to be Conducted**

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

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

- (b) select a laboratory or facility that conforms to all NIDA standards and DOT;
- (c) establish a chain of custody procedure for both the sample collection and testing that will ensure the integrity of the identity of each sample and test result;
- (d) collect a sufficient sample of the bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing, if requested by the employee;
- (e) collect samples in such a manner as to preserve the individual employee's right to privacy, ensure a high degree of security for the sample and its freedom from adulteration;
- (f) confirm any sample that tests positive in the initial screening for drugs by re-testing the second portion of the same sample by gas chromatography mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;
- (g) provide the tested employee with the opportunity to have an additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense; provided the employee notifies the Sheriff within seventy-two (72) hours of receiving the results of the tests;
- (h) require that a laboratory or hospital facility report to the Sheriff that a blood or urine sample is positive only if both the initial screening and the confirmation tests are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof obtained by the Sheriff be inconsistent with the understandings expressed herein (e.g., billings for testing that reveal the nature or number of the tests administered), the Sheriff will not use such information in any manner or forum adverse to the employee's interest;
- (i) require that with regard to drug testing, for the purpose of determining whether the employee is under the influence of drugs on a 5 panel drug test with test results higher than the following:

- Amphetamines 1000ng/ml
- Cocaine Metabolites 300ng/ml
- Marijuana Metabolites 50ng/ml
- Opiates 2000ng/ml
- Phencyclidine 25ng/ml

Those testing higher will be removed from safety sensitive positions.

- (j) require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results showing an alcohol concentration of .04 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive (Note: the

foregoing standard shall not preclude the Sheriff from attempt to show that test results between .02 and .04 demonstrate that the employee was under the influence, but the Sheriff shall bear the burden of proof in such cases); those testing .04 or higher, will be removed from safety sensitive positions.

(k) provide the employee tested with a copy of all information and reports received by the Sheriff in connection with the testing and the results;

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

#### **Section 7. Right to Contest**

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

#### **Section 8. Voluntary Requests for Assistance and Discipline**

The Sheriff shall take no adverse employment action against any employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the Sheriff may require reassignment of the employee with pay if he is then unfit for duty in his current assignment. All such requests for assistance and/or referral to treatment shall remain confidential and any information received by the Sheriff concerning counseling, referral, and/or treatment shall not be used in any manner adverse to the employee's interest, except as described in this Agreement.

The foregoing is contingent upon:

- (a) the employee agreeing to the appropriate treatment as determined by the physician(s) involved; and
- (b) the employee discontinues his use of illegal drugs or abuse of alcohol; and
- (c) the employee completes the course of treatment prescribed, including an "after-care" group for a period up to twenty-four (24) months; submits proof of completion; and

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

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

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



**ARTICLE 28**  
**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 is deemed 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 the 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 29**  
**MANAGEMENT**

Except as specifically limited by the express provisions of this Agreement, the Sheriff 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 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 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 lay off employees;
- I) To maintain efficiency of 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) To take whatever action is necessary to carry out the functions of the Sheriff's Office in emergency situations.

**ARTICLE 30**  
**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 the 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 unit. However, it is the intent of the Employer not to provide such increased fringe benefits to other union or County Departments without making the same provisions available to the bargaining unit.

**ARTICLE 31**  
**DURATION**

This Agreement shall be effective December 1, 2017 and shall continue in full force and effect until November 30, 2020, and thereafter from year to year, unless not more than ninety (90) days, but not less than sixty (60) days, prior to November 30, 20 either party give 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 32**  
**TERMINATION**

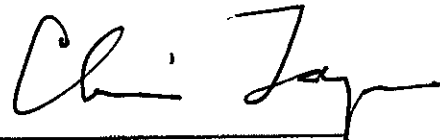
In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination due date which shall not be before the anniversary date set forth in the preceding paragraph. The Agreement shall remain in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

Signature Page

IN WITNESS THEREOF, the parties hereto have set their hands this 7<sup>th</sup> day of May  
2019

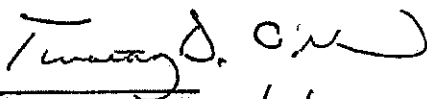
FOR THE EMPLOYER:

  
\_\_\_\_\_  
Ron Hain  
Sheriff of Kane County

  
\_\_\_\_\_  
Chris Lauzen  
Chairman, Kane County Board

5-8-19

FOR THE UNION:

  
\_\_\_\_\_  
Local President

5/2/19

**APPENDIX A**  
**Wages**

Line 1 Step Plan								
Employee hired before 4/1/15	Hourly	25%	Hourly	25%	Hourly	25%	Hourly	25%
Starting	\$ 23.16	\$ 49,384.24	\$ 23.74	\$ 50,495.39	\$ 24.28	\$ 51,505.30	\$ 24.76	
Completion of Year 1	\$ 25.23	\$ 53,794.43	\$ 25.86	\$ 55,004.80	\$ 26.44	\$ 56,104.90	\$ 26.97	
Completion of Year 2	\$ 27.29	\$ 58,189.24	\$ 27.98	\$ 59,498.50	\$ 28.61	\$ 60,688.47	\$ 29.18	
Completion of Year 3	\$ 29.35	\$ 62,584.06	\$ 30.09	\$ 63,992.20	\$ 30.77	\$ 65,272.05	\$ 31.38	
Completion of Year 4	\$ 31.42	\$ 66,994.25	\$ 32.21	\$ 68,501.62	\$ 32.93	\$ 69,871.65	\$ 33.59	
Completion of Year 5	\$ 33.49	\$ 71,403.35	\$ 34.33	\$ 73,009.92	\$ 35.10	\$ 74,470.12	\$ 35.80	
Completion of Year 6	\$ 35.58	\$ 75,856.37	\$ 36.47	\$ 77,563.13	\$ 37.29	\$ 79,114.40	\$ 38.04	
Completion of Year 7	\$ 37.67	\$ 80,359.39	\$ 38.63	\$ 81,867.23	\$ 39.48	\$ 82,833.24	\$ 39.58	
Completion of Year 8	\$ 39.76	\$ 84,909.41	\$ 40.81	\$ 86,428.33	\$ 42.09	\$ 87,988.08	\$ 40.38	
Completion of Year 9	\$ 41.85	\$ 89,505.42	\$ 43.01	\$ 91,092.43	\$ 44.76	\$ 92,748.84	\$ 45.72	
Completion of Year 10	\$ 43.94	\$ 94,147.43	\$ 45.16	\$ 95,857.53	\$ 46.44	\$ 97,606.25	\$ 47.06	
Completion of Year 11	\$ 46.03	\$ 98,835.44	\$ 47.34	\$ 101,712.63	\$ 48.63	\$ 103,658.86	\$ 48.38	
Completion of Year 12	\$ 48.12	\$ 103,569.45	\$ 49.55	\$ 107,664.73	\$ 50.84	\$ 109,808.97	\$ 50.72	
Sgt	\$ 42.77	\$ 91,186.04	\$ 43.84	\$ 93,237.73	\$ 44.83	\$ 95,102.48	\$ 45.72	
Line 2 Step Plan								
Employee hired on or after 4/1/15	Hourly	25%	Hourly	25%	Hourly	25%	Hourly	25%
Starting	\$ 23.14	\$ 49,330.42	\$ 23.72	\$ 50,440.36	\$ 24.25	\$ 51,449.16	\$ 24.74	
Completion of Year 1	\$ 24.27	\$ 51,746.96	\$ 24.88	\$ 52,911.27	\$ 25.44	\$ 53,969.49	\$ 25.95	
Completion of Year 2	\$ 25.41	\$ 54,163.51	\$ 26.04	\$ 55,382.19	\$ 26.63	\$ 56,489.83	\$ 27.16	
Completion of Year 3	\$ 26.54	\$ 56,580.05	\$ 27.20	\$ 57,853.10	\$ 27.81	\$ 59,010.16	\$ 28.37	
Completion of Year 4	\$ 27.67	\$ 58,996.59	\$ 28.36	\$ 60,324.01	\$ 29.00	\$ 61,530.49	\$ 29.58	
Completion of Year 5	\$ 29.32	\$ 62,511.56	\$ 30.05	\$ 63,918.07	\$ 30.73	\$ 65,196.43	\$ 31.34	
Completion of Year 6	\$ 30.45	\$ 64,928.10	\$ 31.22	\$ 66,388.98	\$ 31.92	\$ 67,716.76	\$ 32.56	
Completion of Year 7	\$ 31.59	\$ 67,344.65	\$ 32.38	\$ 68,859.91	\$ 33.11	\$ 70,237.11	\$ 33.77	
Completion of Year 8	\$ 32.72	\$ 69,761.19	\$ 33.54	\$ 71,330.82	\$ 34.29	\$ 72,757.44	\$ 34.98	
Completion of Year 9	\$ 33.85	\$ 72,177.73	\$ 34.70	\$ 73,801.73	\$ 35.48	\$ 75,277.77	\$ 36.19	
Completion of Year 10	\$ 35.00	\$ 75,692.70	\$ 36.39	\$ 77,395.79	\$ 37.21	\$ 78,943.71	\$ 37.95	
Completion of Year 11	\$ 36.14	\$ 79,207.67	\$ 37.55	\$ 80,010.70	\$ 38.40	\$ 81,464.04	\$ 39.17	
Completion of Year 12	\$ 37.28	\$ 82,722.64	\$ 38.71	\$ 83,623.62	\$ 39.59	\$ 83,984.38	\$ 40.38	
Sgt	\$ 42.77	\$ 91,186.04	\$ 43.84	\$ 93,237.73	\$ 44.83	\$ 95,102.48	\$ 45.72	

**APPENDIX B**

**Kane County  
Union - Health Plan Features**

<b>Plan Options</b>		<b>Effective</b>
<b>PPO</b>	<b>Deductible:</b> In Network (Ee/Fam) Out of Network (Ee/Fam)  <b>Out of Pocket:</b> In Network (Ee/Fam) Out of Network (Ee/Fam)  <b>Co Pays:</b> Physician Office Visits ( <u>In Network</u> ) Primary Care Specialist ( <u>In Network</u> )	\$750/\$2,250 \$1,500/\$4,500  \$2,750/\$8,250 \$5,500/\$14,250  \$30 \$50
<b>HMO</b>	<b>Out of Pocket:</b> In Network (Ee/Fam) Out of Network (Ee/Fam)  <b>Co Pays:</b> Physician Office Visits ( <u>In Network</u> ) Primary Care Specialist ( <u>In Network</u> )	\$1,500/\$3,000 N/A  \$30 \$50
<b>Rx</b>	Generic Formulary Brand Non-Formulary Brand	\$10 \$40 \$60



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

**Adult Corrections Schedule**

\*\*Vacant positions may not be posted during the shift bid process.

\*\*The parties agree that this Appendix C is not intended as a minimum manning provision.

**HOUSING UNITS**

<b>Day Shift</b>	<b><u>0600 – 1400 hours</u></b>	<b><u>SUN</u></b>	<b><u>MON</u></b>	<b><u>TUE</u></b>	<b><u>WED</u></b>	<b><u>THUR</u></b>	<b><u>FRI</u></b>	<b><u>SAT</u></b>
Sergeant #1		O	O	X	X	X	X	X
Sergeant #2		X	X	X	X	X	O	O
Sergeant #3		X	X	O	O	X	X	X

Positions filled by classification seniority within the Housing Unit division with day off rotation for the Officers according to an agreed schedule between management and the union. It is further agreed that Appendix C is not intended as a minimum manning provision. Currently, the day off rotation schedule is as follows:

	<b><u>0600 – 1400 hours</u></b>	<b><u>SUN</u></b>	<b><u>MON</u></b>	<b><u>TUE</u></b>	<b><u>WED</u></b>	<b><u>THUR</u></b>	<b><u>FRI</u></b>	<b><u>SAT</u></b>
Officer #1		O	O	X	X	X	X	X
Officer #2		X	O	O	X	X	X	X
Officer #3		X	X	O	O	X	X	X
Officer #4		X	X	X	O	O	X	X
Officer #5		X	X	X	X	O	O	X
Officer #6		X	X	X	X	X	O	O
Officer #7		O	X	X	X	X	X	O
Officer #8		O	O	X	X	X	X	X
Officer #9		X	O	O	X	X	X	X
Officer #10		X	X	O	O	X	X	X
Officer #11		X	X	X	O	O	X	X
Officer #12		X	X	X	X	O	O	X
Officer #13		X	X	X	X	X	O	O
Officer #14		O	X	X	X	X	X	O
Officer #15		O	O	X	X	X	X	X
Officer #16		X	O	O	X	X	X	X
Officer #17		X	X	O	O	X	X	X
Officer #18		X	X	X	O	O	X	X
Officer #19		X	X	X	X	O	O	X
Officer #20		X	X	X	X	X	O	O
Officer #21		O	X	X	X	X	X	O
Officer #22		O	O	X	X	X	X	X

Officer #23	X	O	O	X	X	X	X
Officer #24	X	X	O	O	X	X	X
Officer #25	X	X	X	O	O	X	X
Officer #26	X	X	X	X	O	O	X
Officer #27	X	X	X	X	X	O	O
Officer #28	O	X	X	X	X	X	O
Officer #29	O	O	X	X	X	X	X
Officer #30	X	O	O	X	X	X	X
Officer #31	X	X	O	O	X	X	X
Etc.							

<b>Evening Shift</b>	<u>1400 – 2200 hours</u>	<u>SUN</u>	<u>MON</u>	<u>TUE</u>	<u>WED</u>	<u>THUR</u>	<u>FRI</u>	<u>SAT</u>
Sergeant #1		O	O	X	X	X	X	X
Sergeant #2		X	X	X	X	X	O	O
Sergeant #3		X	X	O	O	X	X	X

Positions filled by classification seniority within the Housing Unit division with day off rotation for the Officers according to an agreed schedule between management and the union. It is further agreed that Appendix C is not intended as a minimum manning provision. Currently, the day off rotation schedule is as follows:

	<u>1400 – 2200 hours</u>	<u>SUN</u>	<u>MON</u>	<u>TUE</u>	<u>WED</u>	<u>THUR</u>	<u>FRI</u>	<u>SAT</u>
Officer #1		O	O	X	X	X	X	X
Officer #2		X	O	O	X	X	X	X
Officer #3		X	X	O	O	X	X	X
Officer #4		X	X	X	O	O	X	X
Officer #5		X	X	X	X	O	O	X
Officer #6		X	X	X	X	X	O	O
Officer #7		O	X	X	X	X	X	O
Officer #8		O	O	X	X	X	X	X
Officer #9		X	O	O	X	X	X	X
Officer #10		X	X	O	O	X	X	X
Officer #11		X	X	X	O	O	X	X
Officer #12		X	X	X	X	O	O	X
Officer #13		X	X	X	X	X	O	O
Officer #14		O	X	X	X	X	X	O
Officer #15		O	O	X	X	X	X	X
Officer #16		X	O	O	X	X	X	X
Officer #17		X	X	O	O	X	X	X

Officer #18	X	X	X	O	O	X	X
Officer #19	X	X	X	X	O	O	X
Officer #20	X	X	X	X	X	O	O
Officer #21	O	X	X	X	X	X	O
Officer #22	O	O	X	X	X	X	X
Officer #23	X	O	O	X	X	X	X
Officer #24	X	X	O	O	X	X	X
Officer #25	X	X	X	O	O	X	X
Officer #26	X	X	X	X	O	O	X
Officer #27	X	X	X	X	X	O	O
Officer #28	O	X	X	X	X	X	O
Officer #29	O	O	X	X	X	X	X
Etc.							

<b>Midnight Shift</b>	<u>2200 – 0600 hours</u>	<u>SUN</u>	<u>MON</u>	<u>TUE</u>	<u>WED</u>	<u>THUR</u>	<u>FRI</u>	<u>SAT</u>
Sergeant #1		O	O	X	X	X	X	X
Sergeant #2		X	X	X	X	X	O	O
Etc.								

Positions filled by classification seniority within the Housing Unit division with day off rotation for the Officers according to an agreed schedule between management and the union. It is further agreed that Appendix C is not intended as a minimum manning provision. Currently, the day off rotation schedule is as follows:

<u>2200 – 0600 hours</u>	<u>SUN</u>	<u>MON</u>	<u>TUE</u>	<u>WED</u>	<u>THUR</u>	<u>FRI</u>	<u>SAT</u>
Officer #1	O	O	X	X	X	X	X
Officer #2	X	O	O	X	X	X	X
Officer #3	X	X	O	O	X	X	X
Officer #4	X	X	X	O	O	X	X
Officer #5	X	X	X	X	O	O	X
Officer #6	X	X	X	X	X	O	O
Officer #7	O	X	X	X	X	X	O
Officer #8	O	O	X	X	X	X	X
Officer #9	X	O	O	X	X	X	X
Officer #10	X	X	O	O	X	X	X
Officer #11	X	X	X	O	O	X	X
Officer #12	X	X	X	X	O	O	X
Officer #13	X	X	X	X	X	O	O
Officer #14	O	X	X	X	X	X	O
Officer #15	O	O	X	X	X	X	X
Officer #16	X	O	O	X	X	X	X

Officer #17	X	X	O	O	X	X	X
Officer #18	X	X	X	O	O	X	X
Etc.							

**INTAKE AND RELEASE**

<u>0700 – 1500 hours</u>	<u>SUN</u>	<u>MON</u>	<u>TUE</u>	<u>WED</u>	<u>THUR</u>	<u>FRI</u>	<u>SAT</u>
Sergeant #1	O	O	X	X	X	X	X
Sergeant #2	X	X	X	X	X	O	O
Etc.							

<u>1500 – 2300 hours</u>	<u>SUN</u>	<u>MON</u>	<u>TUE</u>	<u>WED</u>	<u>THUR</u>	<u>FRI</u>	<u>SAT</u>
Sergeant #1	O	O	X	X	X	X	X
Sergeant #2	X	X	X	X	X	O	O
Etc.							

Officer Positions filled by classification seniority within the Intake and Release division with rotating days off and variable shift hours agreed to by management and the union. It is further agreed that Appendix C is not intended as a minimum manning provision.

Currently, the shift hours are as follows:

0600 – 1400

0700 – 1500 hours

1500 – 2300 hours

APPENDIX D  
DRUG TESTING LOCATIONS

Dreyer Medical Center  
2500 West Fabyan Parkway  
Batavia, IL 60510  
8:00 a.m. to 5:00 p.m.  
Monday through Friday

Dreyer Medical Clinic  
Aurora West Plaza Location  
2358 Sequoia Drive.  
Aurora, IL 60506  
7:00 a.m. to 8:00 a.m.

APPENDIX E  
(Seniority List as of April 1, 2019)

Appendix E  
KCAC Seniority

5/2/2019

	Shift	Officer		Badge #	Hire Date	Previous	Max. Comp. Time
1	0600	Bommelmann	Christian	437	5/24/1993		140
2	IR/AM	Marcrum	Greg	490	9/29/1995 (a)		140
3	IR/AM	Hewitt	Christopher	427	5/13/1996 (b)		140
4	0600	Olaide	Manuel	481	11/4/1996		140
5	0600	Hanson	Donald	464	7/13/1998		140
6	2200	Trottier	Thomas	439	9/20/1999		140
7	Admin	Boornis	Shawn	457	1/18/1999(b)		175
8	0600	Nally	James	412	2/7/2000		140
9	0600	Lundin-Spence	Mary	429	7/17/2000(a)		140
10	0600	O'Connor	Hugh	455	7/17/2000(b)		140
11	2200	Thomas	Prue	476	1/16/2001(a)	6/3/1998	140
12	IR/AM	Lambert	Susan	486	1/16/2001(c)	2/22/2000	140
13	0600	Cajic	Leonard	440	2/26/2001(c)		140
14	0600	Desharnais	Marcus	456	2/25/2002(a)		140
15	0600	Ryder	Joshua	417	2/25/2002 (b)		140
16	0600	Delgado	Darren	444	2/25/2002(d)		140
17	IR/AM	Barnat	Robert	493	8/12/2002(a)		225
18	0600	Robinson	Everett	489	8/12/2002(b)	1/27/1997	140
19	0600	Nelson	Mark	471	3/3/2003(a)		240
20	IR/AM	Watson	Jacob	482	3/3/2003(b)		140
21	0600	Swick	James	462	3/3/2003 (c)		140
22	2200	Heller	Katie	413	7/14/2003(a)		140
23	0600	Williams	Pamela	495	7/14/2003(b)		140
24	IR/pm	Montavon	Victoria	487	7/14/2003(c)		140
25	0600	Cawvey	Sherdell	460	2/9/2004(a)		225
26	IR/AM	Zillges	Laura	425	2/9/2004(c)		140
27	Admin	Johnson	John	417	2/9/2004(e)		225
28	0600	Schnitzler	Thomas	416	2/9/2004(g)		240
29	0600	Hughes	Kelly	442	2/14/2005(a)		140
30	0600	Miller	Blythe	483	2/14/2005(b)	8/6/2001	140
31	0600	Timmerman	Paul	491	7/18/2005(a)		140
32	0600	Williams	Durrell	445	7/18/2005(b)		140
33	0600	Gillum	Devon	422	7/18/2005 (c)		175
34	IR/AM	Morrison	Garry	431	9/19/2005		175
35	IR/AM	Mann	Bryan	430	5/30/2006		140
36	2200	Strossner	Del	472	10/10/2006(a)		140
37	IR/AM	Kmieciak	Brett	480	10/10/2006(b)		240
38	0600	Trygar	Matthew	419	10/10/2006(c)		240
39	2200	Smith	Justin	477	2/13/2007(a)		140
40	0600	Hardekopf	Adam	469	5/29/2007		140
41	IR/AM	McGill	Ryne	458	7/23/2007(b)		140
42	2200	Miller	Phillip	504	12/10/2007(a)		140
43	0600	Bredlau	John	502	12-10-07 (e)		140
44	IR/AM	Heinz	Bret	505	12-10-07 (g)		140
45	0600	Kholiman	Cory	510	2/4/2008(a)		140
46	IR/AM	Seego	Carmine	414	2/4/2008(b)		140
47	0600	Malek	Nicole	411	2/4/2008(c)		140
48	0600	Gulanczyk	Greg	509	2/4/2008(d)		140
49	2200	Davis	Nicholas	420	03-24-08 (a)		140
50	2200	Briguglio	Lenore	418	03-24-08 (b)		140
51	0600	Lavigne	Jason	424	4/14/2008		140
52	0600	Cross	Khari	426	9/16/2008		140
53	0600	Meza	Juan	438	10/6/2008 (a)		140
54	IR/pm	Gibbons	John	432	10/6/2008 (b)		140
55	0600	Wilson	Oliver	478	2/2/2009 (b)		140
56	0600	Kobald	Ray	448	2/2/2009 (c)		140
57	0600	Milner	Erik	465	2/2/2009 (d)		140
58	IR/pm	Duran	Luis	441	2/2/2009 (e)		140
59	0600	Tierney	Patrick	468	2/2/2009 (f)		140
60	0600	Deaton	Daniel	484	10/5/2009		140
61	0600	Davis	Janel	494	3/14/2011(a)	3/29/2010	140
62	0600	Lucania	Tanya	497	3/14/2011(b)		140
63	0600	Deline	Matt	511	10/11/2011		140
64	2200	Hunt	Justin	423	10/1/2012 (a)		140
65	2200	Scott	Samuel	488	10/1/2012 (b)	01/17/2012	140
66	IR/pm	Crowe	Kara	452	10/7/2013		140
67	2200	Singer	Randy	492	5/12/2014		140
68	0600	Keaty	Anthony	451	2/2/2015 (a)		140
69	2200	Albertsen	John	433	2/2/2015 (b)		140
70	2200	Perez	Hector	473	2/1/2016		140
71	2200	Bochnak	Adam	499	4/4/2016 (b)		140

**Appendix E**  
**KCAC Seniority**

5/2/2019

72	2200	Springer	Steven	507	4/4/2016 (c)		140
73	2200	Wilwers	Christopher	453	8/30/2016 (b)		140
74	2200	Morgan	Alexander	415	8/30/2016 (d)		140
75	2200	Sceerey	Joseph	503	8/30/2016 (E)		140
76	2200	Garcia	Alan	461	1/2/2017 (a)		140
77	2200	Johnson	Eric	435	1/2/2017 (b)		140
78	2200	Turcios	Steven	463	2/17/2017 (a)		140
79	2200	Reichardt	Ryan	508	2/18/2017 (c)		140
80	2200	Ibarra	Francisco	421	7/10/2017		140
81	2200	Bowers	Samuel	479	2/5/2018		140
82	2200	Montemayor	Micheal	454	4/23/2018	8/14/2017	140
83	2200	Martinez	John	459	7/9/2018		140
84	2200	Roszel	Mark	436	7/9/2018		140
85	2200	Aganon	Roel	449	7/22/2018		140
86	2200	Darwish	Jacqueline	498	7/22/2018		140
87	2200	Gary	Patrick	501	9/3/2018 (a)		140
88	2200	Sanchez	Rigoberto	443	9/3/2018 (b)		140
89	2200	Kane	Mark	485	10/3/2018 (a)		140
90	2200	Perez	Carlos	506	10/3/2018 (b)		140
91		Andreyev	Eugene	515	2/4/2019 (a)		140
92		Figuroa	Anthony	514	2/4/2019 (b)		140
93		Hosman	Margaret	496	2/4/2019 (c)		140
94		Omelas	Rachel	426	3/25/2019 (a)		140
95		Proz	Robert	428	3/25/2019 (b)		140
96		vacant					140
97		vacant					140
98		vacant					140
99		vacant					140
100		vacant					140
101		vacant					140
102		vacant					140
103		vacant					140
104		vacant					140
105		vacant					140

		<b>Sergeants</b>			<b>Sgt.</b>	<b>Hire</b>	<b>Max Comp Time</b>
1	IRAM	Flowers	Scott	602	1/1/2001	8/16/1994	140
2	IRAM	Ducay	Chris	662	12/1/2002(b)	3/26/1995	140
3	Classification	Norris	Russel	691	6/5/2005	7/13/1998	175
4	0600	Dunaway	Paul	650	7/16/2006	8/13/2001	140
5	IRAM	Huston	Michael	665	8/5/2007(a)	8/18/1991	240
6	0600	Montavon	Steve	614	8/31/2008	7/17/2000 (c)	140
7	IRAM	Osmani	Perparim	648	1/2/2011	2/25/2002 (c)	140
8	IRAM	Hoffman	John	685	10/25/2013	9/29/1995 (b)	140
9	0600	Gats	Mark	651	5/20/2014	2/9/2004(d)	140
10	2200	McKanna	Scott	621	9/26/2016	5/24/2004	140
11	2200	Lungren	Kevin	628	6/4/2017	7/23/2007(a)	140
12	Classification	Directo	Joel	620	10/22/2017	2/9/2004	140
13	IRAM	Azemi	Mergim	654	4/8/2018	7/31/2006	240
14	IRAM	Tousignant	Mark	622	4/21/2019	7/23/2007(c)	140
15							
16							



APPENDIX F  
FITNESS FOR DUTY

**KANE COUNTY SHERIFF'S OFFICE**

**GENERAL ORDER: GO-10-01**

**EFFECTIVE DATE: 05/12/2010**

**SUBJECT: FITNESS FOR DUTY**

**PURPOSE:**

To establish a Office policy for conducting physical and/or psychological fitness for duty evaluation for Kane County

Sheriff's Office (here in referred to as Office) personnel.

**POLICY:**

Physical and/or psychological fitness for duty evaluation may be required to determine fitness for duty and to identify any physical or psychological trait, factor, or condition, which may significantly interfere with an employee's ability to safely and effectively perform his/her duties in accordance with Office rules, regulations, policies and directives.

It is not the intention of this policy to interfere with a Supervisor's ability to refer a subordinate to the Employee Assistance Program or recommend other counseling where appropriate; nor is this policy intended to alter or replace those policies requiring participation in programs or counseling relating to critical or deadly force incidents. Rather, this policy is intended to provide a mechanism for the assessment of an employee's physical, emotional and mental ability to perform essential functions of the job when the employee's conduct or circumstances indicate to a reasonable person that continued service by the employee may pose a threat to public safety or may interfere with the Office's ability to deliver effective services to the public.

**PROCEDURES:**

I. Criteria

All personnel should be alert to any indication that an employee may not be physically, emotionally, or mentally fit to carry out his or her essential job duties. An employee observing any circumstances indicating that a question exists as to the physical, mental, or emotional fitness of a fellow employee shall inform his or her Supervisor of the situation. While there is a great range of acceptable behavior among employees, dramatic or sudden changes in any particular employee's customary behavior may cause concern. The following examples of indicators are not all encompassing:

- One or more personnel complaints, whether originated internally or externally, particularly complaints of the use of unnecessary or excessive force, inappropriate verbal conduct, or any conduct indicating an inability to exercise self-control and self-discipline.
- An abrupt and negative change in customary behavior.
- Irrational verbal conduct or behaviors, including delusions and hallucinations.
- Suicidal statements or behaviors, or personal expressions of mental instability.
- Unexplained and excessive tiredness or hyperactivity.
- Dramatic change in eating patterns, resulting in sudden weight loss or gain.
- Apparent inattention to personal hygiene and health.

- Inappropriate and/or excessive use of alcohol, medications or other drugs, including symptoms of illegal drug use.
- Memory losses.
- Impatience or loss of temper.
- A pattern of conduct indicating a possible inability or decrease in ability to defuse tense situations, a tendency to escalate such situations or create confrontations.
- Unexplained or excessive lateness or absenteeism.
- Difficulty, inability or failure to complete tasks related to the essential physical demands of the job.
- Observed impairment with coordination, alertness, speech, vision, or concentration.
- Any other factor or combinations of factors that cause a Supervisor to reasonably suspect that a fitness for duty evaluation may be necessary.

## II Reporting

Any Supervisor made aware of or observing circumstances indicating that the physical, emotional or mental fitness of an employee may be in question should meet with the employee, but only when it is reasonable to believe to do so will not aggravate the situation. Whether or not the meeting relieves the Supervisor's concerns, or no meeting is conducted, the Supervisor shall contact his or her Lieutenant and prepare a written report of the circumstances. The Lieutenant shall notify their immediate Supervisor, or Undersheriff who shall advise the Sheriff of the circumstances and provide them with a written report.

## III. Relief from Duty

When an employee's conduct imminently or directly threatens the safety to self or others, the Supervisor shall immediately relieve the employee of duty, pending further administrative action. In other cases, the Sheriff or designee, after receiving a report, may relieve an employee from duty for public safety or efficient operational reasons pending completion of an evaluation. Unless otherwise ordered by the Sheriff, any readily accessible or Office-provided weapons or other Office property may be seized by the Supervisor. The employee shall be directed not to exercise any Police power, perform other official duties, display a badge of office, or otherwise identify himself or herself as a peace officer. If an Officer is relieved of duty under this policy, the Officer will be placed on paid administrative leave. The circumstances and purpose of such leave shall remain confidential.

## IV. Order for the Evaluation

The Sheriff, or an individual deemed to be his/her designee in his absence, may determine, with or without additional investigation that a fitness for duty evaluation is or is not warranted. If the examination is deemed to be warranted, it should be scheduled for the earliest opportunity. If an investigation is warranted, the Office of Professional Standards shall conduct the investigation. The investigation shall be confidential and the investigation report shall be presented directly to the Sheriff. The Sheriff will issue a written order for the evaluation. Such order will include a brief description of the reasons for the evaluation. It will also specify the date, time and place of the evaluation: the name of the physician, health care professional or psychologist conducting the evaluation: direct the employee to sign any release of information forms necessary allowing the evaluator to obtain pertinent information from other service providers: directive to cooperate with the requests of the physician, health care professional or psychologist, and completely and honestly answer any questions posed: and notice that the evaluation is being conducted for use by the Office.

## V. Requirements for the Evaluator

The Office shall only utilize the services of qualified, licensed and certified medical doctors, psychiatrists or psychologists.

## VI. Limited Scope of Report

The Office has a right to information that is necessary to achieve a legitimate purpose. The evaluation is ordered by, and conducted for, The Office. It is not for the purpose of treatment, but only for purposes of determining fitness for duty. The limited verbal and/or written results of the evaluation will be provided to the Office as a confidential medical record. The report and information received by the Office shall be limited to:

- A conclusion regarding the determination of fitness for duty.
- A description of any functional limitations and the duration of any such limitations.
- Whether the condition that leads to the functional limitations is work related.
- Other information to the extent authorized by law or necessary to achieve legitimate work purposes of the Office.

#### VII. Disposition of Report

The Office shall establish appropriate procedures to protect the information from unauthorized use or disclosure. All written records or materials related to the initial report, investigation, and evaluation shall be retained by the Sheriff or designee until the matter is concluded, and then forwarded to the Office of Professional Standards. The evaluator's report and other materials will be placed in the employee's separate secure medical file. The report may be used or disclosed only as provided for herein or in a legitimate and appropriate proceeding to the extent authorized or compelled by law or agreement.

#### VIII. Refusal to Cooperate

Refusal to comply with the order or any of its parts, or with reasonable requests by the evaluator, shall be deemed insubordination and shall be grounds for disciplinary action, up to and including termination.

#### IX. Disposition

Depending upon the results of the evaluation and the recommendation of the evaluator, the Sheriff may:

- Return the employee to full duty.
- Place employee on restricted duty.
- Remove the employee from duty and place him/her on unpaid administrative leave, pending treatment and re-evaluation. The employee may use any accrued sick, vacation or other paid leave while on such leave.
- Institute or resume disciplinary or termination proceedings as appropriate.

**Where possible, it is always the Office's intent to rehabilitate an employee and achieve a return to full-duty status.**

APPENDIX G

mw  
4-3-19

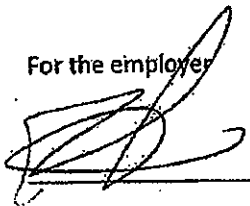
**MEMORANDUM OF UNDERSTANDING**

This memorandum of understanding (MOU), dated March 28<sup>th</sup>, 2019, is made and entered into between the Sheriff of Kane County (Sheriff) and the Police Benevolent Labor Council (PBLC) for Corrections.

Pursuant to conversations between the Sheriff and PBLC personnel, it is agreed:

1. The Kane County Sheriff's Merit Commission has voted to create lateral hiring for Corrections Officers.
2. Lateral hire applicants are required to have Illinois Corrections Officer Certification or equivalent, a minimum of one year sworn experience and be currently with a law enforcement agency in a full time or equivalent status.
3. Upon hiring, the officer will begin with no seniority.
4. Upon hiring, an officer with 1-2 years of experience will begin with "Step 1" for starting pay. An officer with 3-5 years of experience will begin with "Step 3" for starting pay. An officer with 6+ years of experience will begin with "Step 5" for starting pay.
5. Pay increases from that point will continue consistently under the existing Collective Bargaining Agreement on the employee's date of hire anniversary.
6. All other terms of employment shall be governed by the Collective Bargaining Agreement.
7. This MOU is made without precedent or prejudice to either party and not be utilized as precedent or evidence in any subsequent grievance or any arbitral, judicial or administrative proceeding, except for the enforcement of the terms of the MOU.
8. This agreement contains the entire agreement between the parties.

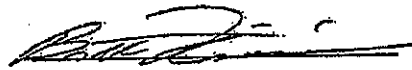
For the employer



Ron Hain

Sheriff of Kane County

For the Union



Brett Kmleciak

PBLC KCSO Union President