

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

**AGREEMENT DATES
12/2006 THROUGH 11/2010**

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PREAMBLE

This Agreement is entered into by the Sheriff of Kane County and County of Kane, hereinafter referred to as the "Employer", and the Policeman's Benevolent Labor Committee (PBLC) hereinafter referred to as the "PBLC" or 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 Collective Bargaining Agreement shall apply.

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

ARTICLE 1
RECOGNITION

Section 1. Bargaining Unit Descriptions

The Co-Employers hereby recognize the PBLC as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on matters relating to wages, hours, working conditions and other terms and conditions of employment of the following three (3) units.

A. Civilian Unit – All full-time and regular part-time civilian employees of the Kane County Sheriff's Department.

Excluded: Executive Assistant-Sheriff, Executive Assistant-Undersheriff, Executive Assistant-Public Safety, Executive Assistant-Corrections, Executive Assistant-Investigations, Budget Administrator, Payroll Coordinator, Office Manager, Fleet Manager, Maintenance Manager and short term Student Interns, short term employees and supervisors, and all other managerial, confidential, and supervisory employees as defined in the Illinois Public Labor Relations Act.

B. Professional Unit – Telecommunicators and all full-time and regular part-time professional employees in the Sheriff's Department.

Excluded: Director of Communications, Deputy Director of Communications and all other confidential, managerial and supervisory employees as defined in the Illinois Public Labor Relations Act.

C. Peace Officer Unit – All deputized Peace Officers and Peace Officer Sergeants.

Excluded: Sheriff, Undersheriff/Chief Deputy, Bureau Commanders, Peace Officer 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 the 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 with thirty (30) days.

Section 2. Categories of Employment

A. Regular Full-Time – an employee in an established position working 35 or more hours per week. Employees in this classification are entitled to the benefits described in the Kane County Employee handbook and this Collective Bargaining Agreement. Unless otherwise noted, benefits begin to accrue on the first day of regular employment.

B. Regular Part-Time – an employee in an established position who is scheduled to work less than 35 hours per week. Employees in this classification who qualify for and participate in the Illinois Municipal Retirement Fund (IMRF) are entitled to the benefits described in the Kane County Employee Handbook and this Collective Bargaining Agreement. Unless otherwise noted, benefits begin to accrue on the first day of regular employment.

C. Seasonal or Intermittent full-time or part-time – an employee hired to work temporarily for a short period of time or only intermittently throughout the year. Employees in this classification are not eligible for any benefits described in the Kane County Employee Handbook nor are they covered by this Collective Bargaining Agreement.

Kane County is required to enroll all employees into IMRF if their job normally requires 600 or more hours in a twelve-month period. Both parties recognize that this Agreement supersedes any other guidelines pertaining to employee status, benefits, wages, etc.

Section 3. New Classifications

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

The Employer shall determine the proposed salary grade in relation to:

A. The job content and responsibilities attached hereto 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 4. Non –bargaining Unit Personnel

Non-Bargaining Unit Personnel may continue to perform bargaining unit work which is incidental to their jobs. However, they may perform bargaining unit work in emergency situations and where such work is necessary to train a bargaining unit employee. Such work by said personnel shall not cause a reduction in overtime opportunities for, any layoffs of bargaining unit employees.

Section 5. Sheriff's Auxiliary

The Sheriff may utilize the services of the Kane County Sheriff's Police Auxiliary in accordance with applicable law.

Section 6. Short-term Employees

The Sheriff may continue to utilize the services of student interns to assist and supplement bargaining unit work in accordance with past practice and the Illinois Labor Relations Act.

Section 7. 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 8. Job Audit/Reclassification

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

ARTICLE 2
PROBATIONARY EMPLOYEES

An employee in the Peace Officer Unit is a "probationary employee" for his/her first twelve (12) months of employment following the date of certification as a peace officer by the Illinois Law Enforcement Training and Standards Board, subject to the approval by the Kane County Merit Commission. The term certification includes a waiver of training due to previous employment as a peace officer.

Employees in the Civilian or Professional Units shall be "probationary employees" for twelve (12) months. 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. Deduction

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 mutually agreeable contributions

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

Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with law and shall be remitted each pay day to Policeman's Benevolent Labor Committee, Kane County Sheriff's Department, 777 E. Fabyan Parkway, Geneva IL 60134 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 Office must at all times support and defend the Constitution and laws of the United States, State of Illinois and laws promulgated therefrom.

Section 2. Union Membership or Activity

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

Section 3. Equal Employment/Affirmative Action

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

ARTICLE 7
NO STRIKE OR LOCKOUT

Section 1. No Strike Commitment

Neither the Union nor any bargaining unit employee with call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage, slow down, or the concerted interference with the full, faithful and proper performance of the duties of employment with the Sheriff during the term of this Agreement. No bargaining unit employee shall refuse to cross any picket line, by whomever established 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 immediately shall disavow such action and request the employees to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The union, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

Section 4. No Lockout

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

ARTICLE 8
SENIORITY

Section 1. Definition

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

- A. County-wide Seniority means an employee's uninterrupted employment with the County since their last date of hire.
- B. Classification Seniority means the length of uninterrupted employment an employee has in their current classification.
- C. Office Seniority means the length of uninterrupted employment an employee has in the Sheriff's Office.

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

Section 2. Loss of Seniority

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

- A. He/she resigns or quits by giving an official letter of resignation.
- B. He/she is discharged for just cause unless reversed through the Grievance or Arbitration Procedure or the Merit Commission, whichever is applicable.
- C. He/she retires.
- D. He/she does not return to work from layoff or authorized leave of absence within ten (10) calendar days after being notified by certified mail to return.
- E. He/she has been on layoff for a period of time equal to his/her seniority at the time of his/her layoff or two (2) years, whichever is greater.
- F. Accepts "gainful employment" that is inconsistent with the purpose of the authorized leave while on an approved leave of absence from the Sheriff's 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 and shall become effective on or after the date of execution of this Agreement. Such lists shall resolve all questions of seniority affecting employees covered under this Agreement or employed at the time the Agreement becomes effective. Disputes as to seniority listing shall be resolved through the grievance procedure. The Sheriff shall provide an "up to date" list to the Union or any individual employee upon request.

Section 4. Seniority While on Leave

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

Section 5. Seniority tie-breaking for the basis of hiring and promotion

Seniority shall be determined based upon the following:

- A. Classification seniority
- B. Office seniority
- C. County seniority

Where employees have the same classification seniority date and seniority cannot be resolved by the above formula, any such tie shall be broken at the time of hire or promotion by drawing lots.

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 with the same bargaining unit.

4) To replace an employee with less seniority, if any in a classification assigned to the next lower pay grade within the same bargaining unit.

C) A removed employee not transferred as provided in B above shall have the procedure set forth in B3 above applied to classifications assigned to each succeeding next lower pay grade until he/she is transferred or laid off.

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

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

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

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

Section 2. Procedure for Recall

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

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

Section 3. Notice

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

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

ARTICLE 10
GRIEVANCE PROCEDURE

Section 1. Grievance

Grievance is defined as a dispute or disagreement as to the interpretation and application of any provision in this Agreement. Grievances may be processed by the Union on behalf of an employee or on behalf of a group of employees or itself setting forth name(s) or group(s) of the employee(s). Either party may have the grievant or one grievant representing group grievant present at any step of the grievance procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group. 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 grievances of employees, which it believes to be 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 Department 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 a 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 complaint. The immediate supervisor 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 Contract.

Step 2. Bureau Commander/Human Resource Director

Grievances submitted to the Bureau Commander or County Human Resource Director at Step 2 shall be presented in writing by the Union to the appropriate Bureau Commander or his/her designee within five (5) business days from the receipt of the answer or the date such answer was due, whichever is earliest. 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 Bureau Commander 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 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 solve the grievance unless the parties mutually agree otherwise. The Sheriff or designee shall give his/her written response within five (5) business days following the meeting.

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

Step 4. Arbitration

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

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

If arbitration is requested, representatives of the Sheriff /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, the parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. The parties shall alternately strike the names of three (3) arbitrators, taking turns as to the first strike. The person whose name remains shall be the arbitrator, provided that

either party, before striking any names, shall have the right to reject one (1) panel of arbitrators. The arbitrator shall be notified of his/her selection by a joint letter from the Sheriff and the Union, requesting that he/she set a time and place for the hearing, subject to the availability of the Sheriff and Union representatives and shall be notified of the issue where mutually agreed by the parties.

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 determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute. The arbitrator shall neither amend, modify, nullify, ignore, add nor subtract from the provisions of the 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 employees 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 mutual agreement of the parties involved at that particular step.

Failure to respond within the time limits by the designated person shall automatically advance the grievance to the next step. If after receipt of a written response from the Employer, a grievance is not processed by the aggrieved employee /grievant 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 or designee as well as the supervisor of any unit to be visited, and such permission shall not be denied unreasonably. Employees attending grievance meeting shall normally be those having direct involvement in the grievance.

- 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 nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may by mutual agreement be filed at the appropriate advance step where the action giving rise to the grievance was initiated. Mutual agreement shall take place between the appropriate Union representative and the appropriate Employer representative at the step where it is desired to initiate the grievance.

Section 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 for production, as of the date of request, 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

In addition to the rights guaranteed by the laws of the State of Illinois and the United States of America and the Rules and Regulations of the Kane County Sheriff's Merit Commission, the parties agree that bargaining unit employees shall have the following rights in discipline cases.

Section 1. Discipline and Discharge

Discipline in the Kane County Sheriff's Department shall be for just cause and shall be progressive and corrective. Employee discipline shall include the following:

1. Corrective action/recognition notice
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)

Employees shall be notified of any disciplinary or corrective action that will affect them. Employees shall sign a receipt acknowledging the action, but such signature does not indicate that the employee is in agreement with the action. First line supervisors shall be responsible for the documentation of any corrective action/recognition notice taken on behalf of the employee. This action will be documented on the approved Personal Performance Review form, signed by the employee and a copy will be placed in the employees file until the completion of the annual employee evaluation. Upon completion of the evaluation, accumulated slips will be removed and a new accumulation will begin. 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.

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 corrective actions and written reprimands, prior to imposing the contemplated discipline on the employee, the Sheriff or his designee shall meet with the employee involved and inform the employee of the contemplated discipline and the reason thereof. The employee shall be informed of his contract rights to Union representation and shall be entitled to such, if so requested by the employee. The employee and the Union representative shall be given the opportunity to rebut or clarify the reasons for such discipline and further provided that a Union representative shall be available within twenty-four (24) hours of notification. If the employee does not request Union representation, a Union representative shall nevertheless be entitled to be present as a non-active participant

at any and all such meetings, provided that said Union representative must be available when the meetings take place within 24 hours after notice.

Section 4. Investigative Interviews

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

Section 5. Removal of Discipline

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

Section 6. Application of Peace Officers Statute

All peace officers covered under this Agreement shall be disciplined in accordance with the Uniform Peace Officers' Disciplinary Act. Nothing in this Agreement shall be construed to replace or diminish the rights of employees established under said Act.

Section 7. Limitation of the Grievance Procedure (All Bargaining Units)

Corrective actions 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

The discipline of Merit Commission employees shall have as an alternative to review by the Merit Commission be subject to review by the provisions of Step Three of the Grievance Procedure. Within the time provided for in Step Four of the Grievance Procedure for appealing the decisions of the Sheriff, the Union may file a request for arbitration under the provisions of Step Four of the Grievance Procedure. If no such request is made, then

the employee shall be deemed to have elected to proceed under the terms of the rules of the Merit Commission. The provisions of this section apply to only suspensions, demotions, and discharges, except that the provisions of Step 4 of the Grievance Procedure shall not apply to suspensions of two days or less up to three times not to exceed five days cumulatively in any twelve month period.

Section 9. Suspension Day Defined

A suspension day is a twenty-four hour period during which an employee was scheduled to work a regular tour of duty but has been ordered not to report for duty. If the suspension is administrative in nature the employee will be paid for the time as if he or she had worked. Disciplinary suspension shall be without pay, however, an employee may choose to deduct the appropriate amount of time equal to the suspension in lieu of serving the suspension.

Section 10. Limitation of the Suspension Period

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

ARTICLE 12
PERSONNEL FILES

Section 1. Personnel Files

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

Section 2. Inspection

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

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

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

C) The employee shall not be permitted to remove any part of the personnel file from the premises but may obtain copies of any information contained therein -

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

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

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

Section 3. Notification

Employees shall be given notice by the Sheriff 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, a removal or correction of that information may be mutually agreed upon by the employee and the Sheriff. 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 Employee's Personnel Record confidential and will not release any information from this record without the Employee's written approval or a Court Order requiring the release of the information.

ARTICLE 13
EMPLOYEE DEVELOPMENT & TRAINING

Section 1. Orientation

The Sheriff and PBLC 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.

Section 2. Integrity of Grievance Procedure

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

Section 3. Union Representative Attendance

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

Section 4. List of Union Stewards

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

ARTICLE 15
HOLIDAYS

Section 1.

All Civilian and Professional Unit employees shall receive the holidays approved annually by the County Board. A change in holiday work status is permitted with the approval of the appropriate Division Commander, dictated by operational need. Non-continuous operations personnel are not entitled to premium pay for holidays described in Section 5 unless they are required to work on that day(s).

All Civilian Unit Employees assigned, as Process Servers shall receive thirteen (13) holiday credits on December 1 of each year. Employees in this assignment may request to use a holiday credit at any time provided, however, it is understood that Process Servers will not be scheduled or required to work on the four (4) holidays set forth in Section 5. Furthermore, it is understood that if employees have no holiday credits or other accrued paid time off (i.e., vacation days, compensatory time, or two-for-one sick days) remaining for use on said holidays, they will be docked pay for the day they do not work. Approval of the credit use will be made by the supervisor based on operational needs. Only one holiday per shift shall be used per working day, the exception being County Board recognized holidays on which more than one employee may be granted a holiday. Seniority will be recognized for one priority holiday per month. Accumulated holidays must be taken during that fiscal year and may not be carried over. Should it become necessary, supervisors shall assign holidays when appropriate. Additional time off will be granted for all other days designated by the Employer as non-working days. Nothing in this section shall limit a supervisor's ability to grant additional time off based on operational needs.

Starting December 1 of each year Peace Officer unit employees shall receive 13 Holiday credits. These credits must be used in the fiscal year in which they are earned and may not be carried over. Those employees assigned to continuous operations positions, and holding the rank of Deputy will use these holidays in accordance with Article 26 section 9 of this agreement. Those employees holding the rank of Sergeant will use these holidays in accordance with Article 26 Section 9 of this agreement.

Civilian, Professional and Peace Officer employees assigned to continuous operations will use these holidays in accordance with Article 26 Section 9 of this agreement. Those employees holding the rank of Sergeant will use these holidays in accordance with Article 26 Section 9 of this agreement.

All Peace Officer unit employees not assigned to continuous operations positions shall receive 13 holiday credits per year to be used at their discretion, however; they will not receive premium pay on premium holidays unless they are required to work on a premium holiday by their divisional Commander.

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 a scheduled holiday occurs during a scheduled vacation, an alternate day of vacation will be allowed for non-continuous operations employees.

Section 5.

When an employee works on a holiday, he or she shall be paid at their regular rate of pay and receive an accumulated paid holiday off to be taken at a later date, in accordance with classification seniority. Employees required to work on Christmas Eve, Christmas, Easter, July 4th, Thanksgiving, New Year's Day shall be paid at double time(2x)their regular rate.

Section 6. Termination of Employment

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

ARTICLE 16
VACATIONS

Section 1. Accrual

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

1. From hire date through the end of the fiscal year, vacation time is earned at a rate of .833 days per month ($.833 \times 12 = 10$) to determine the number of vacation days accrued for the following fiscal year. Any fraction of accrued vacation days will be converted to the nearest whole day using standard mathematical rounding (.49 or lower to be rounded down and .50 and higher to be rounded up). At the start of the second fiscal year following an employee's start date to five years of service, the employee will receive a total of ten (10) 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.
2. At the completion of four (4) years of service, vacation time is earned at a rate of 1.25 days per month ($1.25 \times 12 = 15$). During the fiscal year in which the employee completes five (5) years of service, the employee will receive five (5) additional vacation days upon the anniversary of his/her hire date. At the start of the fiscal year immediately following the completion of five (5) years of service, the employee will receive a total of fifteen (15) vacation days for use in that fiscal year.
3. At the completion of nine (9) years of service, vacation time is earned at a rate of 1.66 days per month ($1.66 \times 12 = 20$). During the fiscal year in which the employee completes ten (10) years of service, the employee will receive five (5) additional vacation days upon the anniversary of his/her hire date. At the start of the fiscal year immediately following the completion of ten (10) years of service, the employee will receive a total of twenty (20) vacation days for use in that fiscal year.
4. At the completion of twenty-four (24) years of service, vacation time is earned at a rate of 2.08 days per month ($2.08 \times 12 = 25$). During the fiscal year in which the employee completes twenty-five (25) years of service, the employee will receive five (5) additional vacation days upon the anniversary of his/her hire date. At the start of the fiscal year immediately following the completion of the twenty-five (25) years of service, the employee will receive a total of twenty-five (25) vacation days for use in that fiscal year.

Section 2. Use of Vacation Time

Vacation time may be taken in increments of not less than one (1) day at any time after it is earned for employees in the Peace Officer Unit and the Telecommunicators in the Professional Unit. Vacation time may be taken in increments of not less than one-half (1/2) day at a time at any time after it is earned for employees in the Civilian Unit and

Professional Unit. Vacation period shall run from December 1st to November 30th. 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 by July 1 of that calendar year. Employees wishing to retract such request for pay may do so subject to vacation schedule availability.

Section 3. Vacation Schedules

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

Section 4. Vacation Periods Scheduled by Seniority

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

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

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

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

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

Vacation periods requested other than as described above shall be granted on a first-come first-served basis. Requests will be considered on the basis of calendar date of

submission to and confirmed by a supervisor, not by time of day. Employees will be notified in writing as to the number of available vacation slots and the number of uncommitted vacation weeks still held by the employee. It will be up to the employee to submit a request for any of the remaining available weeks or face the loss of vacation time when no open weeks remain in the fiscal year.

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

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

Section 4. 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 5. 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 be husband, wife, children, mother, father, brother, sister, and grandparents, in-laws, father and mother, or any relative or person living in the employee's household for whom the employee has custodial responsibility or relative or person living in the employees household for whom the employee is financially and emotionally dependent on the employee and where the presence of the employee is needed.

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

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 with twenty (20) or more years of service 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 with twenty (20) or more years of service shall have the option of applying some or all of his or her unused sick time to IMRF for service credit in lieu of cash.
- B. Employees who have completed their probationary period and who voluntarily or involuntarily terminate employment with the Sheriff's Office shall be entitled to cash for unused sick days on a three for one basis up to a maximum of twenty days. Any additional unused sick time shall not be compensable. The amount of payment for all unused sick leave is to be calculated at the employee's rate of pay in effect on the payday immediately preceding the employee's separation. Once an employee has accumulated fifteen (15) sick days, additional sick days may be converted into paid days off on a two to one basis with a maximum of twenty (20) days converted to ten (10) days in any calendar year.

Section 4. Sick Days Abuse Sanctions

The Sheriff shall not discipline an employee for legitimate use of sick days. For the purposes of the provisions contained in this Article, "abuse" of sick days or sick leave is the utilization of such for reasons other than those stated in Section 1 of this Article. Upon sufficient evidence of the abuse of such sick leave, the employee shall not be paid for such leave. In addition, abuse of sick leave may subject the employee to disciplinary action pursuant to the terms of this Agreement. All employees agree to cooperate fully with the Office in verifying illness, and shall provide reasonable proof of illness upon request if the Sheriff has reasonable grounds to suspect abuse.

Section 5. Procedures

No employee will be permitted to take pay for sick days if they have not yet been earned. Sick days shall be paid at full pay at the current rate of compensation. Sick days may be utilized by employees when they are sufficiently ill so that good judgment would determine it best not to report to work or in the event of injury not arising out of or in the course of their employment and for routine medical and dental appointments. All foreseeable leave for such purposes shall require a reasonable specific prior notification.

In the event that an employee has no accrued sick time and said employee calls in sick, earned /benefit time shall be deducted from that employee to cover said sick day(s) in the following order: Comp time, Holiday time and then vacation time. Use of this provision shall be documented as a sick day covered by earned/benefit time. Use of this provision will not subject any employee to disciplinary actions under section 4, unless a violation of section 4 is established.

The Sheriff or any authorized supervisor may direct an employee who appears ill to leave work to protect the health of other employees. Compliance with such an order will not be charged to sick leave for the first day. An employee may grieve suspected abuse of this paragraph. An employee shall be paid sick leave equivalent to the normally scheduled straight time day.

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

Section 6. Conversion of Sick Days

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

ARTICLE 18
MISCELLANEOUS PROVISIONS

Section 1. Use of Masculine Pronoun

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

Section 2. Definition

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

Section 3. Notification of Leave Balance

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

Section 4. Evaluations

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

Appeals will be made utilizing the employee's chain of command up through the Bureau Commander. 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

Each employee covered by this Agreement shall be provided a copy of the Agreement by the Employer in the form of printed or electronic/data media.

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 considered qualified.

ARTICLE 19
LEAVES OF ABSENCE

Section 1. Policy

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

Section 2. Eligibility

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

Subject to the policy statement above, employees may be eligible for up to 90 calendar days of leave a year which is based on a rolling 12 month period measured backward from the first date leave is used. In other words, each time an employee takes a leave, the remaining leave for which the employee may be eligible would be any balance of the 90 calendar days 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 when it is foreseeable. Foreseeable leaves include but are not limited to maternity leave, placement leave, military leave, educational leave, personal leave or planned medical treatment leave. Where it is not possible under the circumstances to provide advance notice, notice must be given as soon as possible.

Section 3. Types of Leaves of Absence

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

1. Birth Leave: For birth of a child of an employee and to provide care for the child following birth.
2. Placement Leave: For placement of the child with an employee for adoption or foster care.
3. Personal Illness: For a serious health condition when an employee is unable to perform their job.
4. Family Illness: For an employee to care for their son, daughter, spouse, or parent who has a serious health condition.

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

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

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

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

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

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

Section 4. Controls and Rules During a Leave

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

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

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

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

(E) Vacation, Sick Pay Benefits and Holiday Pay: Sick pay credit and vacation time will not continue to accrue after the last day paid on any authorized leave of absence. Employees will be paid for holidays 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, and sick pay to be used during the leave (if any)

2. This request should be submitted to the through the chain of command to 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. Human Resources should be contacted for the forms for application.

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

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 Pay

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

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

ARTICLE 20
UNION RIGHTS

Section 1. Union Activity During Working Hours

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

Section 2. Access to Premises by Union Representatives

The Employer agrees that local representatives and officers and 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, re-employment, transfers, leaves, returns from leave, suspension, discharge and termination.

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

Section 6. Union Orientation

By mutual arrangement regarding time, place and duration with the Employer, the Union shall be allowed to orient new employees for the purpose of informing employees of their rights and obligations under this Collective Bargaining Agreement, and without loss of pay for 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 C.

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

A. Civilians Wage Schedule - Reference appropriate appendix
Effective 12/1/06- Step adjustment; out of step 4%
Effective 12/1/07 – Out of step 4%
Effective 12/1/08 – Out of Step 4%
Effective 12/1/09 – Out of Step 4%

B. Deputy Wage Schedule – Reference appropriate appendix
Effective 12/1/06 – 4% across the board increase
Effective 12/1/07 – 4% across the board increase
Effective 12/1/08 – 4% across the board increase
Effective 12/1/09 – 4% across the board increase

C. Sergeant Wage Schedule – Reference appropriate appendix
Effective upon signing of this agreement, sergeants shall receive 15% pay differential.

D. Telecom Wage Schedule- Reference appropriate appendix
Effective 12/1/06- Step adjustment; out of step 4%
Effective 12/1/07- Out of step 4%
Effective 12/1/08- Out of step 4%
Effective 12/1/09- Out of step 4%

Section 2. Pay Period

The salaries and wages of employees shall be paid on the 10th and 25th of each month. In the event this day is a holiday, the preceding day shall be the payday. The check distributed on the 10th includes pay for the period worked between the 16th through the last day of the previous month. The check received on the 25th includes pay for the period from the 1st through the 15th.

Effective when implemented by County, employees will be paid on a bi-weekly schedule of twenty-six (26) times annually. Each payroll period shall consist of fourteen (14) calendar days, so that the bi-weekly rate of pay of each employee shall be 1/26th of the employee's annual salary. In a year which 27 pay periods shall occur, the bi-weekly rate of pay for each employee shall be 1/27th of the annual salary. When a payday falls on

Saturday, Sunday or a holiday, the paycheck is distributed the preceding workday.

Section 3. Overtime

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

Section 4. Uniform Provisions

- A. Peace Officer Unit employees shall be given a uniform allowance of \$1,100 per year to be evenly divided and paid on December 1st and June 1st of each year. New employees will receive a stipend equal to the first years clothing allowance plus an additional \$400 upon hire date. The regular clothing allowance provided for in this Section shall not be payable to any Merit Peace Officer Unit employee during his/her first year of service. The allowance will commence on the next regular uniform allowance distribution date following the end of the first year of service.

Ballistic vests - Appropriately rated NIJ certified ballistic vests will be the responsibility of the officer to purchase, maintain and replace.

- B. Civilian/ Professional Employees

Those employees required to wear uniforms by the Sheriff will have them replaced as needed. Those employees shall be allowed to leave the uniform at the Office for the purposes of cleaning. All uniforms shall be returned to the employee as soon as possible.

- C. 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 5. Longevity Pay

- A. Peace Officer Unit employees who are employed by the Employer on or before February 25, 1992 shall receive longevity pay at the rate of \$12 per month times every year of service. Such longevity pay shall be paid on a prorated basis on employees' regular pay checks and shall be calculated towards employees' IMRF and shall be used when calculating employees' overtime rates of pay.
- B. Peace Officer Unit employees who become employed by the Employer subsequent to February 25, 1992 shall receive longevity pay at the following rates: at the end of the employee's fourth year of service the employee shall receive an additional \$36 per month each month in his/her regular pay check; at the end of the employee's seventh

year of service the employee shall receive \$72 per month each month in his/her regular pay check; at the end of the employee's tenth year of service the employee shall receive \$120 per month each month in his/her regular pay check. Each year thereafter employees shall receive additional longevity pay at the rate of \$12 per month times every year of service. The same conditions stated above in the first paragraph of this section apply in regard to IMRF and overtime calculations.

Section 6. Specialty/Additional duty Pay provisions

Employees may only receive one Specialty/Additional Duty Pay provision listed below. The highest Specialty/Additional Duty Pay provision will be provided for those employees who qualify for more that one listed below:

- A. Canine Officer - Officers who are assigned as Canine Handlers will be compensated at a rate of (1/2) hour of overtime per day for each day the canine is in their custody as compensation for Care, Feeding, and Grooming of the canine.
- B. Interpreter - Any employee who is fluent in Spanish, sign language, Polish, Laotian, or others as mutually agreed, and who prove certification by letter from a secondary educational instructor in the language to be certified (i.e. Junior/Community College, College, or University) will be eligible to receive additional compensation of \$50 per month. A limit of 15 bargaining unit members' maximum, in all bargaining units, can be covered by this agreement.
- C. Team Leader/ Civilian Supervisor - Telecommunicators and civilian staff who are assigned and certified as Team Leaders and/or Civilian Supervisor shall receive \$200 per month for every month of the year that they are acting in that capacity. The amount will be added to the base salary per month.
- D. Training Officer/Operator - Officers and Telecommunicators who are assigned and state certified as training officers shall receive \$150 per month to be added to the base salary. All training officers/operators shall be allowed to attend a certified training program, provided such programs are available locally and funding is available.
- E. Hazardous Duty Pay - Sworn employees assigned to SWAT and/or Certified Bomb Technicians shall receive an additional \$150 per month to be added to the base salary.
- F. Certified Mechanic - Mechanics who obtain necessary certifications will receive an additional \$100 per month added to the base salary.
- G. Training Coordinator - Employees assigned and/or designated as training coordinator shall receive an additional \$175 per month to be added to the base salary.

Section 7. Officer in Charge (OIC)

A deputy is assigned to act as a shift supervisor, in the absence of the sergeant from that shift, that deputy shall receive an increase in pay over his/her current hourly rate in the

amount of four dollars (\$4.00) per hour. Deputies selected to be OIC, pursuant to Duty Assignment DA-PAT-OIC shall be on the current list for promotion to sergeant and/or have a minimum of three (3) years of patrol experience as a Kane County Sheriff's deputy.

Section 8. Other Pay Provisions

All other hours worked by the employees, including but not limited to Investigations, Juvenile, and Warrants will count towards the minimum hours in the Regular Pay Period.

Section 9. Training

- A. Mandatory Training or Meetings. Employees attending authorized mandatory training outside of the regular shift approved by the Employer shall be paid time and one-half their regular hourly rate of pay for all time spent in attendance with a two-hour minimum.
- B. Voluntary Training. For voluntary training outside an employee's regular tour of duty, approved by the Employer, for special units such as SWAT, CRT, NRT, Bomb Squad, Canine Unit, or Arson Unit, the employee shall be compensated at the employee's regular rate of pay provided the hours worked shall count towards the minimum hours in the regular pay period.

Section 10. Meal allowance

Officers attending training or assigned to travel greater than 21 road miles from the Sheriff's Department, and Officers attending training or assigned to travel in excess of their regular 8 hour work day, shall be provided meal allowances.

Section 11. Travel Time

If the Sheriff approves training for an employee, the Sheriff agrees to pay for travel time by automobile to said training in all cases whereby the training facility is more than twenty-one (21) miles from the Sheriff's Department. A union member can voluntarily waive the 21 mile travel time benefit to facilitate training in the agency.

Section 12. Callback/Callout/On-Call

Callback/callout is defined as an official assignment of work which does not continuously precede or follow an employee's regularly scheduled working hours.

When an employee is called out/back 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.

The designated On-Call Detective and other employees placed on-call by the Sheriff or his designee, will have their hours count towards the minimum hours in the Regular Pay Period and shall receive pay at a rate of time and one-half (1 ½), or double time (x2) on designated holidays, with a two hour minimum. An employee subject to on-call status who also has approved outside/secondary employment shall be required to provide a letter of understanding from the secondary Employer that allows the employee to leave the

secondary employment within ten (10) minutes of notification of a call out request. Lacking the letter of understanding from the secondary employer may preclude the employee from duty assignments requiring on-call status.

Section 13. Holdover or Called In (Mandatory)

When an employee is held over or called in to work additional hours in conjunction with regularly scheduled hours by the Employer he/she will be compensated at a rate of time and one-half (1-1/2) pay for actual hours worked. Employees held over or called in will have their hours count towards the minimum hours in the Regular Pay Period.

Telecommunicators shall receive double time for any hours worked in excess of twelve consecutive hours.

Section 14. Hireback

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.

Section 15. 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.

Section 16. No Pyramiding.

Compensation shall not be paid more than once for the same hours under any provision of this Agreement except Holiday Pay.

Section 17. Premium Holiday Pay

- A. Premium Holiday Time is defined as the number of hours actually worked in the twenty-four period beginning at 0000 hours of the officially designated Holiday and ending at 2359 hours.
- B. Premium Holiday Pay for employees required to be on duty during Premium Holiday Time will be paid as follows: in accordance with Article 15, Section 5 of this Agreement.

Section 18. Court Activity

- A. 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 which was later canceled. The employee shall receive two (2) hours pay at time and one-half (1 1/2) times his/her regular rate of pay. Employees who receive at least three hours advance notification of the cancellation shall not be entitled to receive stand-by court pay. Each employee scheduled for a court time shall be required to call the Sheriff's Office according to the procedures established by the Office to determine if

notice of cancellation was given. Failure to follow the established procedures will result in the employee not being eligible to receive such standby court pay.

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

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

Section 19. 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 division commander 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.

Section 20. 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 100 hours of compensatory time may be banked with an additional 40 hours permitted on an annual basis. Once the 140 hours is reached overtime worked must be compensated by overtime pay.

Once the employee's compensatory time bank has been drawn down by the use of compensatory time off, the employee may again elect to receive overtime in the form of compensatory time rather than pay, up to the 140 hours. At the end of the fiscal year, however, all compensatory time in excess of 100 hours remaining in each employee's compensatory time bank shall be bought out by the Employer.

Compensatory payout shall be at the end of each fiscal year. The Employer shall provide the annual compensatory time payout in a separate check.

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 dependants similar to the coverage which is currently in effect.

B. Premium costs are shared by the employee and the County through payroll deduction and a pre-tax deduction Section 125 Plan is available is available at the time of enrollment. Effective January 1, 2008, the program, based on the employee's selection of plan, shall be shared by the County and bargaining unit employees at the overall rate of eighty-six and one-half percent (86.5%) borne by the County and thirteen and one-half percent (13.5%) borne by the employees. Effective January 1, 2009, the program, based on the employee's selection of plan, shall be shared by the County and bargaining unit employees at the overall rate of eighty-five percent (85%) borne by the County and fifteen percent (15%) borne by the employees. Effective January 1, 2010, the program, based on the employee's selection of plan, shall be shared by the County and the bargaining unit employees at the overall rate of eighty-five percent (85%) borne by the County and fifteen percent (15%) borne by the employees.

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 further recognize that while each plan offered by the County may provide for different percentage levels of contributions, the overall contribution rate shall be as set forth in paragraph B above. However, the Employer agrees that each plan year the parties will negotiate possible changes in the contribution percentages for each plan. Provided however, the parties recognize the overall contribution rate set forth in paragraph B above must be maintained. The parties further understand that any changes in percentages of contributions in these plans must be consistent with sound insurance practices as it relates to the cost relationship of the plans to each other. In the event no agreement is reached, increases in employee contributions shall be equally apportioned across all plans.

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 County 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 dependant coverage. The premium is due on the 1st 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.

ARTICLE 24
VACANCIES

Section 1. Determination of Vacancies

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

Section 2. Notification of Vacancy

When a vacancy exists in an existing civilian job classification or as a result of a new job classification notice of such vacancy shall be posted announcing the vacancy and application process for inspection by Office members. The posting will be for at least 10 days. Employees may also submit requests for any vacant job open to their respective Bargaining Unit at any time.

Section 3. Duty Assignment

Peace Officer Duty Assignments are at the determination of the Sheriff. Peace Officer Unit Personnel interested in a change of duty assignment may submit requests for any duty assignment within the job classification at any time. Requests will be kept on file and given consideration in the event the duty assignment becomes available. These requests are not binding on the Sheriff in filling an opening and will be kept on file for one (1) year from date of submission. Duty assignments in the following areas shall be posted for ten (10) days; SWAT, Bomb Squad, Investigations, K-9, NRT, FTO and OIC.

Section 4. 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 appropriate factors 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.

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

Section 2. Safety Committee

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

Section 3. Fitness for Duty Evaluation

Employees may be required to undergo a physical or psychological fitness for duty evaluation by the Sheriff, or his or her designee, where there is a reasonable belief that an employee may not be physically, emotionally or mentally fit to carry out his or her essential job duties. Determining that a fitness for duty evaluation is warranted shall be made by the Sheriff or his/her designee, in accordance with GO-08-01. The basis for the determination shall be set forth in writing to the employee ten (10) days prior to the time the employee is to undergo such testing. However, the ten (10) day notice shall be waived when the employee's conduct imminently or directly threatens the safety to self or others. In that case, a copy shall be given to the employee at the time the employee is ordered to undergo such evaluation.

All examinations and inquiries into an employee's fitness for duty shall be both job related and consistent with operational necessity and shall be no broader or more intrusive than deemed necessary by qualified, licensed and certified medical doctors, psychiatrists or psychologists.

An Employee shall have the right to inform the Union of the order after it is received and shall have the right to secure a similar fitness for duty evaluation at the employee's own expense from a qualified, licensed and certified medical doctor, psychiatrist or psychologist of their own choosing.

The Employee shall sign any and all releases or authorizations required by the medical doctor, psychiatrist, or psychologist, as the case may be, to release the information

and evaluation obtained as a result of a fitness for duty evaluation to the Employer. The Employer recognizes the employee's right to privacy and agrees that any information and evaluation obtained pursuant to this section shall be placed in the employee's secure medical file. The evaluation and information provided to the Employer as a result of such fitness for duty evaluation shall be provided to the employee.

In the event the County and/or the Sheriff seeks to terminate an employee covered under this Agreement, based on the fitness for duty evaluation and other information obtained pursuant to GO-08-01, the Sheriff or his/her designee shall meet with the employee involved and inform the employee of the contemplated action and the reason thereof. The employee shall be informed of his/her contract rights to Union representation and shall be entitled to such, if so requested by the employee. If the Employer and the Employee are unable to agree to the findings of the fitness for duty examination, the doctors representing the employee and the County shall pick a third party qualified physician in that field to arbitrate the decision. The physician can be chosen from a list of area physicians qualified in that practice.

Section 4. Drug and Alcohol Testing

See Appendix A reference Drug and Alcohol Testing procedures.

ARTICLE 26
HOURS OF WORK

Section 1. Hours/Overtime

- (A) The purpose of this Article is to define the Hours of Work, the means of scheduling Time Off, and provide a basis for the computation of straight time, overtime, and other premium wages consistent with the Fair Labor Standards Act. Nothing in this Article shall be construed as a guarantee of hours of work. This Article is not intended to establish a claim to compensation in any form for hours not physically worked except as specifically provided for in this Agreement.
- (B) Work Week/Period. The work week is one-hundred and sixty-eight (168) hour period beginning at 0001 hours on Sunday and ending at 2359 hours the following Saturday. The regular hours for the work period shall consist of forty (40) hours beginning at 0001 hours on a designated Sunday and ending seven days later at 2359 hours on Saturday. Time worked shall be defined according to the Fair Labor Standards Act.
- (C) Overtime. Overtime is defined as all authorized work in excess of forty (40) hours per work period. Overtime work shall be rounded to the nearest quarter (1/4) hour. Time spent on sick leave, vacations or authorized leave shall not be considered hours worked in computing overtime, however, holidays and compensatory time off 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) Compensatory Time. Employees may choose to accumulate compensatory time at the applicable rate. All reasonable efforts will be made to accommodate an employee's request to utilize accumulated compensatory time off.

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 with one-half hour paid meal period plus two paid (2) fifteen (15) minute rest periods. The normal workweek shall consist of five (5) consecutive work days followed by two (2) consecutive days off. One rest period shall be taken during the first half of the shift and one during the second half of the shift.
- (B) "Meal Periods" - Work schedules shall provide for the work day to be broken at approximately mid-point by an uninterrupted, one-half hour paid meal period for employees who are regularly scheduled to work forty hours per week. Subject to operational needs, employees shall have the right to leave the work site during such periods.
- (C) Employees assigned to Patrol shall be allowed a thirty-minute meal period per tour of duty. This time shall be considered out-of-service time during which the employee will be subject only to priority calls. Employees will be allowed to take periodic rest "coffee" breaks as long as they are not out of service and properly perform their assignments.

Section 3. Scheduling Practices

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

Section 4. Shift Assignment

The Sheriff shall maintain the sole right to assign employees to each shift based on operational needs. Employees assigned to continuous operations shall be placed on permanent shifts with days off rotating every twenty-eight days according to the scheduling systems included in Appendix B. Based on their classification seniority, employees will bid for shift assignment and initial days off. The bid period will begin the first week in October with the posting of the schedule matrix. Starting October 15, each employee will be contacted in order of classification seniority for his/her bid preference and will be given a determined period of time to submit their bid. The Divisional Supervisor will manage the bidding process. Final shift assignments will be posted the first week of November and would take effect the last scheduled shift change in November if practical, otherwise the first shift change in December.

If a scheduling slot becomes available, other employees in the same division may bid for the vacant slot and be granted the slot based on classification seniority. The Sheriff reserves the right to leave a slot vacant based on operational needs.

Patrol Sergeants on respective shifts will be permitted to select their days off in accordance with the following schedule:

ALL PATROL SHIFTS: Friday/Saturday, Sunday/Monday, Tuesday/Wednesday or Wednesday/Thursday

Employees appointed as Communications Shift Team Leader on respective shifts in Telecommunications will be given preference in choosing days off at the beginning of each 28 days work period.

New officers and Telecommunicators shall not be assigned a shift prior to completing their training. The Sheriff, or his designee, reserve the right to assign days off to said employees if he deems necessary.

Section 5. Shift Movement or Duty Assignment

The Sheriff shall maintain the right to move employees from one shift or duty assignment 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 or duty assignment. Necessity as used in this paragraph means employee shortages because of injury, sickness, suspensions, or any situation, which is detrimental to the function or operation of the Sheriff's Department. It is further provided that this paragraph shall not be used for discriminatory or punitive reasons.

Section 6. 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.

Section 7. 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.

Overtime shall be distributed as equally as possible among employees who normally perform the work in the position classification in which the overtime is needed. Overtime created due to a sick call, or other short term emergency conditions (less than 24 hours notice) may be distributed to any available on duty employee working in that position classification, based on seniority. If enough personnel cannot be secured to fill the overtime on the 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 the overtime, his or her, name shall be placed at the end of the overtime rotation list. Overtime will be deemed offered by placing a phone call to the telephone number provided by the employee to the Employer.

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

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

On patrol shifts, if no Sergeant or OIC is scheduled to work, overtime shall first be offered by seniority in accordance with the provisions of this section to the patrol Sergeants, then to the OICs. If the overtime is still unfilled, it shall be offered to the remaining Sergeants within the bargaining unit.

Section 8. 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 9. Scheduling of Holidays, Single Vacation Days, Compensatory Time and Two for One Sick Days

Requests for time off shall be submitted between the 1st and the 15th of the previous month and will be granted on the basis of 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 available slots and no other persons with higher classification seniority have requested that day off as a priority holiday. Any ties in day priority holiday requests will be decided based on classification seniority. All time off requests other than priority holiday requests will be treated equally. Any requests for time off after the 15th of the previous month will be based on calendar date of submission. Time off submitted less than 24 hours prior to the beginning of the shift may be subject to operational needs. Employees requesting a vacation week(s) after the November 1st vacation bid process set forth in Article 16 of this Agreement will follow the same procedure as described above.

In Patrol, no more than three (3) employees will be granted time off on the same day, one of which may be a vacation week. In Telecommunications, no more than two (2) employees will be granted time off on the same day, which may include a vacation week. Nothing in the above formula shall limit a supervisor's ability to grant additional time off based on staffing levels.

In the event that a Sergeant requests a Holiday on a day that the other Sergeant is scheduled to be off the Sergeant requesting the holiday will be granted one such Holiday which shall be considered a primary holiday. Any other time off requests other than a week's vacation shall be granted as long as there is another sergeant working on that shift.

Section 10. Time Limit on Approval/Denial of Time Off

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

ARTICLE 27
DETAILS

Section 1. Details

Details are defined as the co-employment of officers with other entities, managed by the Sheriff's Office, and paid through the County of Kane.

Detail rate shall be paid at the current rate for detail work and shall be paid in the employee's regular paycheck. All efforts will be made to secure payment for details worked as soon as possible. Any changes in the detail rate shall be negotiated in advance with the PBLC.

Details shall be made available to all bargaining unit Deputies and Sergeants at detail sign-up prior to being offered to the ranks outside the bargaining unit.

No officer can work a detail during such time as they are being paid by the Office (i.e. while on call)

Section 2. Sanctions

Employees are expected to work details as scheduled. Employees who fail to report to their detail duty will be reprimanded in the following manner:

- First Infraction - Written warning
- Second Infraction in a Calendar Year - One (1) month suspension from future details.
- Third Infraction in a Calendar Year - Three (3) month suspension from future details.
- Fourth Infraction in a Calendar Year - One (1) year suspension from future details.

Employees who fail to fulfill their obligation to a detail due to unforeseen work related obligations may be exempt from above sanctions after review by appropriate authority. The employee is still required to notify their supervisor of the circumstances prior to the detail and make every effort to find a replacement for the detail.

Being sick does not remove the employee's responsibility to find a replacement. The employee must call Communications and advise that he/she is sick and name the replacement for the detail. A pattern of sickness could result in suspension from details.

Section 3. Duration

Details provide a legitimate service to the citizens of Kane County and provide additional income opportunities to officers who work them. The County and the Sheriff agree to actively maintain the detail system for the duration of this agreement and will work to solicit new detail opportunities. Any changes to the detail system shall be negotiated with the PBLC.

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 it deems necessary in the interest of economy, improved work product or emergency.

Section 2. Notice and Discussion

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

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

ARTICLE 29
MANAGEMENT RIGHTS

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

- (a) To plan, direct, control and determine all operations and services of the County Sheriff's Office;
- (b) To supervise and direct employees;
- (c) To establish the qualifications for employment and to decide which applicants will be employed;
- (d) To establish reasonable work rules and work schedules and to assign work as the Employer deems necessary. Such work rules and schedules shall be posted in a place and manner as mutually agreeable to the Employer and the Union;
- (e) To hire, promote, demote, transfer, schedule and assign employees to positions and to create, combine, modify and eliminate positions within the County Sheriff's Office;
- (f) To suspend, discharge and take such other disciplinary action against employees for just cause (probationary employees with cause);
- (g) To establish reasonable work and productivity standards and, from time to time, amend such standards;
- (h) To layoff employees;
- (i) To maintain efficiency of County Sheriff's Office operations and services;
- (j) To determine methods, means, organization and number of personnel by which such operations and services shall be provided;
- (k) To take whatever action is necessary to comply with all applicable state and federal laws;
- (l) To change or eliminate methods, equipment and facilities for the improvement of operations;
- (m) To determine the kinds and amounts of services to be performed as it pertains to operations and the number and kind of Classifications to perform such services;
- (n) To contract out for goods and/or services;
- (o) To take whatever action is necessary to carry out the functions of the County Sheriff's Office in emergency situations.

ARTICLE 30
COMPLETE AGREEMENT AND MAINTENANCE OF STANDARDS

(a) **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 prevailb

b) The Employer agrees that if during the term of this Agreement, it enters into any new agreement with any union or employee group considered to be a county department providing for increased fringe benefits greater than those provided herein (fringe benefits are defined as health and life insurance, vacation, sick leave, and tuition reimbursement) the Employer shall notify the Union and upon request negotiate with the Union concerning the application of the fringe benefit to the bargaining units. However, it is the intent of the Employer not to provide such increased fringe benefit to other union or County Departments without making the same provisions available to the bargaining units.

ARTICLE 31

DURATION

Protective Service Peace Officer Units

This Agreement shall be effective December 01, 2006 and shall continue in full force and effect until November 30, 2010 and thereafter from year to year, unless not more than one hundred eighty (180) days, but not less than sixty (60) days prior to November 30, 2010 either party gives written notice to the other of its intention to amend this Agreement. In the event that such notice is given, negotiations shall begin as soon as practicable thereafter. This Agreement shall remain in full force and effect during the period of negotiations.

ARTICLE 32
TERMINATION

Civilian and Professional Units

This Agreement shall be effective December 1, 2006 and shall continue in full force and effect until midnight November 30, 2010 and thereafter from year to year, unless not more than one hundred eighty (180) days, but not less than sixty (60) days prior to November 30, 2010 or any subsequent November 30 either party gives written notice to the other of its intention to amend or terminate this Agreement.

APPENDIX
DRUG AND ALCOHOL TESTING

Section 1. Statement of Policy

It is the policy of the Employer that the public has a reasonable right to expect the employees of the Sheriff's Department to be free from the effects of drugs and alcohol and have the physical stamina and emotional stability to perform their assigned duties. The Employer has the right to expect its employees to report for work fit and able for duty. The purposes of this policy shall be achieved in such manner as not to violate any 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 employees shall be prohibited from:

- (b) being under the influence of alcohol or illegal drugs during the course of their workday;
- (c) 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 Employer's premises or work sites, buildings or properties or any vehicle owned by the Employer or any vehicle not owned by the Employer but used in service to the Employer;
- (d) 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;
- (e) failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking;
- (f) 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 Employer has reasonable suspicion to believe.

- (g) that an employee is under the influence of alcohol or illegal drugs during the course of the workday;
- (h) has abused prescribed drugs; or
- (i) has used illegal drugs.
- (d) employee appears to be unable to perform his/her job safely.

The Employer shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. The Employer 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 Employer 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 Employer 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 Employer 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 Employer 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.

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

Section 6. Tests to be Conducted

In conducting the testing authorized by this Agreement, the Employer 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 Employer within seventy-two (72) hours of receiving the results of the tests;
- (h) require that a laboratory or hospital facility report to the Employer 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 be obtained by the Employer inconsistent with the understandings expressed herein (e.g., billings for testing that reveal the nature or number of the tests administered), the Employer 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 Employer from attempt to show that test results between **.02 and .04** demonstrate that the employee was under the influence, but the Employer 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 Employer 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 Employer 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 Employer 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 Employer 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 Employer 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.

04/19/2007

**APPENDIX A
DRUG TESTING LOCATIONS**

Provena Mercy Occupational Center
1320 N. Highland Ave
Aurora, IL 60506
Monday thru Friday
Hours: 0730 Hrs. to 1800 Hrs.
630-859-8159

Provena St. Joseph Occupational Center
87 N. Airlite St. Suite 130
Elgin, IL 60123
M,W,F, 0700 Hrs. to 1700 Hrs.
T & Th, 0700 Hrs. to 1800 Hrs.
847-931-5555

Testing Locations After Hours

Provena Mercy Medical Center (Emergency Room)
1325 N. Highland Ave
Aurora, IL 60506
Monday Thru Friday
1800 Hrs. to 0730 Hrs.
Saturday & Sunday
24 Hours
630-801-2800

Provena Med-Care
2250 West Algonquin Rd.
Lake in the Hills, IL 60156
24 Hours 7 Days a Week
847-854-5511

Appendix B
Hours of Work
Patrol

Public Safety Permanent Shift Schedule Split shift w/ 4 early cars

Midnight Shift

<u>Supervisors</u>	<u>SUN</u>	<u>MON</u>	<u>TUE</u>	<u>WED</u>	<u>THU</u>	<u>FRI</u>	<u>SAT</u>
Sergeant							
Sergeant							

<u>Early Car</u>	<u>SUN</u>	<u>MON</u>	<u>TUE</u>	<u>WED</u>	<u>THU</u>	<u>FRI</u>	<u>SAT</u>
Slot 1	X	DO	DO	X	X	X	X
Slot 2	X	X	X	DO	DO	X	X
Slot 3	X	X	X	X	DO	DO	X
Slot 4	DO	X	X	X	X	X	DO

<u>Late Car</u>	<u>SUN</u>	<u>MON</u>	<u>TUE</u>	<u>WED</u>	<u>THU</u>	<u>FRI</u>	<u>SAT</u>
Slot 5	DO	DO	X	X	X	X	X
Slot 6	X	X	DO	DO	X	X	X
Slot 7	X	X	X	X	DO	DO	X
Slot 8	DO	X	X	X	X	X	DO
Slot 9	X	DO	DO	X	X	X	X
Slot 10	X	X	DO	DO	X	X	X
Slot 11	X	X	X	DO	DO	X	X
Slot 12	X	X	X	X	X	DO	DO
Slot 13	DO	DO	X	X	X	X	X
	9	9	9	9	9	10	10

Day Shift

<u>Supervisors</u>	<u>SUN</u>	<u>MON</u>	<u>TUE</u>	<u>WED</u>	<u>THU</u>	<u>FRI</u>	<u>SAT</u>
Sergeant							
Sergeant							

<u>Early Car</u>	<u>SUN</u>	<u>MON</u>	<u>TUE</u>	<u>WED</u>	<u>THU</u>	<u>FRI</u>	<u>SAT</u>
Slot 14	X	DO	DO	X	X	X	X
Slot 15	X	X	X	DO	DO	X	X
Slot 16	X	X	X	X	DO	DO	X
Slot 17	DO	X	X	X	X	X	DO

<u>Late Car</u>	<u>SUN</u>	<u>MON</u>	<u>TUE</u>	<u>WED</u>	<u>THU</u>	<u>FRI</u>	<u>SAT</u>
Slot 18	DO	DO	X	X	X	X	X
Slot 19	X	X	DO	DO	X	X	X
Slot 20	X	X	X	X	DO	DO	X
Slot 21	DO	X	X	X	X	X	DO
Slot 22	X	DO	DO	X	X	X	X
Slot 23	X	X	DO	DO	X	X	X
Slot 24	X	X	X	DO	DO	X	X
Slot 25	X	X	X	X	X	DO	DO
Slot 26	DO	DO	X	X	X	X	X
Slot 27	X	X	DO	DO	X	X	X
Slot 28	X	X	X	X	DO	DO	X
Slot 29	DO	X	X	X	X	X	DO
	11	12	11	11	11	12	12

Evening Shift

<u>Supervisors</u>	<u>SUN</u>	<u>MON</u>	<u>TUE</u>	<u>WED</u>	<u>THU</u>	<u>FRI</u>	<u>SAT</u>
Sergeant							
Sergeant							

<u>Early Car</u>	<u>SUN</u>	<u>MON</u>	<u>TUE</u>	<u>WED</u>	<u>THU</u>	<u>FRI</u>	<u>SAT</u>
Slot 30	X	X	DO	DO	X	X	X
Slot 31	X	X	X	X	DO	DO	X
Slot 32	DO	X	X	X	X	X	DO
Slot 33	X	DO	DO	X	X	X	X

<u>Late Car</u>	<u>SUN</u>	<u>MON</u>	<u>TUE</u>	<u>WED</u>	<u>THU</u>	<u>FRI</u>	<u>SAT</u>
Slot 34	DO	DO	X	X	X	X	X
Slot 35	X	X	DO	DO	X	X	X
Slot 36	X	X	X	X	DO	DO	X
Slot 37	DO	X	X	X	X	X	DO
Slot 38	X	DO	DO	X	X	X	X
Slot 39	X	X	X	DO	DO	X	X
Slot 40	X	X	X	X	X	DO	DO
Slot 41	DO	DO	X	X	X	X	X
Slot 42	X	X	DO	DO	X	X	X
Slot 43	X	X	X	X	DO	DO	X
Slot 44	DO	X	X	X	X	X	DO
Slot 45	X	DO	DO	X	X	X	X
Slot 46	X	X	X	DO	DO	X	X
	12	12	11	12	12	13	13

Office of Community Policing

	<u>Sun</u>	<u>Mon</u>	<u>Tue</u>	<u>Wed</u>	<u>Thu</u>	<u>Fri</u>	<u>Sat</u>
Sergeant 1 0900-1700*	O	O	X	X	X	X	O
Sergeant 2 1200-2000*	X	X	X	X	X	O	O
SRO School Day	O	X	X	X	X	X	O
SRO School Day	O	X	X	X	X	X	O
Crime Analyst 0800-1600	O	X	X	X	X	X	O

*or as determined by the OCP LT

Appendix B
Hours of Work

Public Safety Support Sections

Investigations		<u>Sun</u>	<u>Mon</u>	<u>Tue</u>	<u>Wed</u>	<u>Thu</u>	<u>Fri</u>	<u>Sat</u>
Shift Schedule	<u>0800-1600</u>							
Sergeant #1		O	X	X	X	X	X	O
Detective #1		O	X	X	X	X	X	O
Detective #2		O	O	X	X	X	X	X
Detective #3		O	X	X	X	X	X	O
 <u>1500-2300</u>								
Sergeant #2		O	X	X	X	X	X	O
Detective #1		O	X	X	X	X	X	O
Detective #2		O	O	X	X	X	X	X
Detective #3		O	X	X	X	X	X	O

0800-1600 and 1500-2300 3 week rotation includes one Saturday shift per every 3 week rotation. Sergeants rotate with team every three weeks, weekends off.

Juvenile

Shift Schedule	<u>0800-1600</u>							
Detective		O	X	X	X	X	X	O

Special Operations Unit

Shift Schedule	<u>1500-2300*</u>							
Sergeant		O	O	X	X	X	X	X
Detective #1		O	O	X	X	X	X	X
Detective #2		O	O	X	X	X	X	X
Detective #3		O	O	X	X	X	X	X

*Assignment hours may change as needed.

Computer Crimes

Shift Schedule	<u>0800-1600</u>							
Detective		O	X	X	X	X	X	O

Bomb, Arson & Evidence

		<u>Sun</u>	<u>Mon</u>	<u>Tue</u>	<u>Wed</u>	<u>Thu</u>	<u>Fri</u>	<u>Sat</u>
Shift								
Schedule	<u>0800-1600</u>							
Sergeant		O	X	X	X	X	X	O
Tech #1		O	X	X	X	X	X	O
	<u>1500-2300</u>							
Tech #2		O	O	X	X	X	X	X

Evidence Custodian

Shift								
Schedule	<u>0700-1500</u>							
		O	X	X	X	X	X	O

Planning and Training

	<u>0800-1600</u>							
Sergeant		O	X	X	X	X	X	O

Warrants Division

Shift								
Schedule	<u>0700-1500</u>							
Sergeant		O	X	X	X	X	X	O
Deputy #1		O	X	X	X	X	X	O
Deputy #2		O	X	X	X	X	X	O

Shift								
Schedule	<u>0800-1600</u>							
Info Pro #1		O	X	X	X	X	X	O

	<u>0830-1630</u>							
Info Pro #2		O	X	X	X	X	X	O

	<u>1000-1800</u>							
Info Pro #3		O	X	X	X	X	X	O

COLLECTIVE BARGAINING AGREEMENT FOR PBLC KANE COUNTY 12/06 THROUGH 11/10

Records	<u>Sun</u>	<u>Mon</u>	<u>Tue</u>	<u>Wed</u>	<u>Thu</u>	<u>Fri</u>	<u>Sat</u>
<u>0700-1500</u>							
Info Pro # 1	O	X	X	X	X	X	O
<u>0730-1530</u>							
Info Pro # 2	O	X	X	X	X	X	O
<u>0800-1600</u>							
Info Pro # 3	O	X	X	X	X	X	O
Info Pro # 4	O	X	X	X	X	X	O
Info Pro # 5	O	X	X	X	X	X	O
Info Pro # 6	O	X	X	X	X	X	O
Info Pro # 7	O	X	X	X	X	X	O
Info Pro # 8	O	X	X	X	X	X	O
Info Pro # 9	O	X	X	X	X	X	O
Info Pro # 10	O	X	X	X	X	X	O
Info Pro # 11	O	X	X	X	X	X	O
<u>0830-1630</u>							
Info Pro # 12	O	X	X	X	X	X	O
Info Pro # 13	O	X	X	X	X	X	O
Info Pro # 14	O	X	X	X	X	X	O
Info Pro # 15	O	X	X	X	X	X	O
Info Pro # 16	O	X	X	X	X	X	O
<u>0900-1700</u>							
Info Pro # 17	O	X	X	X	X	X	O
Info Pro # 18	O	X	X	X	X	X	O
<u>1200-2000</u>							
Info Pro # 19	O	X	X	X	X	X	O
Civil Process							
Sergeant	O	X	X	X	X	X	O
Deputy	O	X	X	X	X	X	O
<u>0600-1400</u>							
Process Server #1	O	O	X	X	X	X	X
Process Server #2	X	X	X	X	X	O	O
Process Server #3	O	X	X	X	X	X	O

1330-2130

Process Server #4	O	O	X	X	X	X	X
Process Server #5	O	O	X	X	X	X	X
Process Server #6	X	X	X	X	X	O	O

Maintenance	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Shift Schedule 0630-1430							
Maint. # 1	O	X	X	X	X	X	O
Maint. # 2	O	X	X	X	X	X	O
Maint. # 3	O	X	X	X	X	X	O
Maint. # 4	O	X	X	X	X	X	O
Maint. # 5*	O	O	X	X	X	X	X

*the Sunday /Monday slot rotates on a monthly basis

Janitorial

Janitorial	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Shift Schedule 0630-1430							
Janitor # 1	O	X	X	X	X	X	O
Janitor # 2	O	X	X	X	X	X	O
Janitor # 3	O	X	X	X	X	X	O

APPENDIX B HOURS OF WORK TELCOM

0700-1500

	<u>SUN</u>	<u>MON</u>	<u>TUE</u>	<u>WED</u>	<u>THU</u>	<u>FRI</u>	<u>SAT</u>
Team Leader		Given Preference in Choosing Days Off					
Telecommunicator #1	O	O	X	X	X	X	X
Telecommunicator #2	X	X	O	O	X	X	X
Telecommunicator #3	X	X	X	X	O	O	X
Telecommunicator #4	O	X	X	X	X	X	O
Telecommunicator #5	X	O	O	X	X	X	X
Telecommunicator #6	X	X	X	O	O	X	X

1500-2300

	<u>SUN</u>	<u>MON</u>	<u>TUE</u>	<u>WED</u>	<u>THU</u>	<u>FRI</u>	<u>SAT</u>
Team Leader		Given Preference in Choosing Days Off					
Telecommunicator #7	O	O	X	X	X	X	X
Telecommunicator #8	X	X	O	O	X	X	X
Telecommunicator #9	X	X	X	X	O	O	X
Telecommunicator #10	O	X	X	X	X	X	O
Telecommunicator #11	X	O	O	X	X	X	X
Telecommunicator #12	X	X	X	O	O	X	X

2300-0700

	<u>SUN</u>	<u>MON</u>	<u>TUE</u>	<u>WED</u>	<u>THU</u>	<u>FRI</u>	<u>SAT</u>
Team Leader		Given Preference in Choosing Days Off					
Telecommunicator #13	O	O	X	X	X	X	X
Telecommunicator #14	X	X	O	O	X	X	X
Telecommunicator #15	X	X	X	X	O	O	X
Telecommunicator #16	O	X	X	X	X	X	O
Telecommunicator #17	X	O	O	X	X	X	X

Appendix C

Peace Officers Wages

Deputies shall receive wage compensation according to the following pay rates:

Note: Step 1 after 12 months of service
 Step 2 after 36 months of service

	<u>Effective December 1, 2006 (increase of 4%)</u>		
	<u>Probationary</u>	<u>Step 1</u>	<u>Step 2</u>
Peace Officer	3578	3976	5318
	42936	47712	63816
Peace Officer Sergeant			6116
			73392

	<u>Effective December 1, 2007 (increase of 4%)</u>		
	<u>Probationary</u>	<u>Step 1</u>	<u>Step 2</u>
Peace Officer	3721	4135	5531
	44652	49620	66372
Peace Officer Sergeant			6361
			76332

	<u>Effective December 1, 2008 (increase of 4%)</u>		
	<u>Probationary</u>	<u>Step 1</u>	<u>Step 2</u>
Peace Officer	3870	4300	5752
	46440	51600	69024
Peace Officer Sergeant			6615
			79380

	<u>Effective December 1, 2009 increase of 4%)</u>		
	<u>Probationary</u>	<u>Step 1</u>	<u>Step 2</u>
Peace Officer	4025	4472	5982
	48300	53644	71784
Peace Officer Sergeant			6879
			82548

Appendix C
(Continued)

Telecommunications Pay Scale
Step Adjustment

Effective

December 1, 2006 - First four steps receive a \$300.00/month wage adjustment.
Step5 through Step8 are 4% increases.

Training/step1	Step2	Step3	Step4	Step5
2789/3098	3285	3485	3699	3847
33468/37176	39420	41820	44388	46164
Step6	Step7	Step8		
4001	4161	4327		
48011	49931	51928		

12/07- Out of step 4% =54005

12/08- Out of step 4% =56165

12/09- Out of step 4%= 58412

Appendix C
(Continued)

Civilian Pay Scale
Step Adjustment

Civilian Employees shall receive wage compensation according to the following pay rates:

Effective December 1, 2006	Step1	Step2	Step3	Step4
Evidence Custodian	2074 24888	2212 26544	2361 28332	2519 30228
Information Specialist	1793 21516	1914 22968	2042 24504	2179 26148
Janitor	1793 21516	1914 22968	2042 24504	2179 26148
Maintenance	2074 24888	2212 26544	2361 28332	2519 30228
Mechanic	2074 24888	2212 26544	2361 28332	2519 30228
Process Server	2074 24888	2212 26544	2361 28332	2519 30228

SIGNATURE PAGE

IN WITNESS THEREOF, the parties hereto have set their hands this _____ day
of _____, 2008.

FOR THE EMPLOYER:

Patrick B. Perez
Sheriff of Kane County

Karen McConnaughay
Chairman, Kane County Board

FOR THE UNION:

Sean M. Smoot, Chief Legal Counsel
Policeman's Benevolent Labor
Committee (P.B.L.C.)
Benevolent & Protective Association

Daniel O'Hara, Local President
Policeman's Benevolent Labor
Committee (P.B.L.C.), Kane County