

**AGREEMENT**

**Between**

**DUPAGE COUNTY SHERIFF AND COUNTY OF DUPAGE**

**and**

**POLICEMEN'S BENEVOLENT LABOR COMMITTEE LOCAL #501**

**Effective**

**March 26, 2012 through November 30, 2015**

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**PREAMBLE**

This Collective Bargaining Agreement is made and entered into by and between the County of DuPage and the DuPage County Sheriff, (hereinafter collectively referred to as the "Employer") and the Policeman's Benevolent Labor Committee on behalf of Chapter #501, (hereinafter referred to as either the "Union" or "PBLC").

It is the intention and purpose of this Agreement to set forth the parties' entire agreement with respect to wages, hours of work, and other conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement, (hereinafter referred to as "Employees"), as required by the Illinois Public Labor Relations Act. The parties acknowledge their mutual desire to foster harmonious relations between the Employer, the Union, and the Employees represented by this Agreement and to establish equitable and peaceful procedure for the resolution of differences, to prevent interruptions of work and interference with efficient operation of the Sheriff, and to provide an orderly and prompt method for resolving grievances of the Employees.

## **ARTICLE 1- RECOGNITION**

### **Section 1.1- Representative Unit**

The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages, hours of work, and other conditions of employment as determined by law for employees in the bargaining unit described below, and in compliance with such certification. The bargaining unit consists of all full-time employees as follows certification issued by the Illinois State Labor Relations Board on March 26, 2012, in case No. S-RC-06-129:

**Included:** All Deputy Sheriffs below the rank of Sergeant jointly employed by the Sheriff of DuPage and the County of DuPage in positions in the DuPage County Jail, the Sheriff's Work Alternative Program, the Periodic Imprisonment Unit, the Corrections Transport Unit, and the Receiving and Discharge (R & D) Unit.

**Excluded:** All Deputy Sheriffs below the rank of Sergeant in the Sheriff's Administrative Bureau, and Law Enforcement Bureau; all Deputy Sheriffs in the rank of Sergeant and above; all civilian and non-peace officer Employees of the Sheriff's Office; all other Employees of the Sheriff of DuPage County and the County of DuPage; all confidential, managerial, and supervisory Employees as defined in the Illinois Public Labor Relations Act and all other persons excluded from coverage under that Act.

The term "employee" as used in this Agreement shall only refer to employees who are specifically included in the above-described bargaining unit.

### **Section 1.2- Local or Membership Activity**

Neither the Employers or the Local and/or Policemen's Benevolent Labor Committee shall interfere with the right of the Employees covered by this agreement to become or not become members of the local, and there shall be no discrimination against any such Employees because of lawful Local membership or non-membership activity or status.

### **Section 1.3- Gender**

Whenever the male gender is used in this Agreement, it shall be construed to include male and female employees covered by this Agreement.

### **Section 1.4- Definitions**

For the purposes of this contract the following words are defined:

- **"Day"** includes Saturdays, Sundays and holidays unless specifically excluded.
- **"Work day"** shall refer to the officer's assigned shift or hours of work
- **"Shift"** shall refer to a scheduled period of work as determined by the Sheriff or his Designee
- **"Team"** shall refer to Employees with a specific skills required to complete the task assigned to a Team by the Sheriff or his Designee
- **"Watch"** shall refer to a specific period of time covered by a Team.
- Pronouns "he, him, and his" shall refer to both males and females equally, unless the context clearly requires otherwise.
- **"Shall"** as used in this Agreement refers to the topic being mandatory.
- **"May"** as used in this Agreement refers to the topic being discretionary.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

### **Section 2- Rights Residing in Management**

The Sheriff retains all traditional, statutory, and constitutional rights and authority to manage and operate the Sheriff's Office. Except as agreed by the Sheriff in a specific provision set forth in this agreement, the rights retained by the Sheriff include but are not limited to the sole and exclusive management rights to:

- a) plan, direct, control, and determine all functions, operations, standards and services;
- b) supervise, direct and evaluate employees;
- c) establish the qualifications for employment and employ employees;
- d) establish work rules, work schedules, work assignments and assign such to employees so long as such action is neither arbitrary nor capricious;
- e) hire, promote, transfer, schedule, and assign employees in positions and to create, combine, modify, and eliminate positions within the Sheriff's Office, so long as it is not in violation of Article 5 of this agreement;
- f) suspend, demote, discharge, and take other disciplinary action against employees for just cause (with the exception of probationary employees, who may be discharged without cause);
- g) establish reasonable work and productivity standards and, from time to time, amend such standards;
- h) determine whether work and/or services are to be provided by employees covered by this Agreement (including which employees) or by other employees or persons not covered by this agreement so long as it does not violate 730 ILCS 140/1-4.
- i) assign overtime, and determine the number of hours of work and shifts per week;
- j) maintain efficiency of operations and services of the Sheriff's Office;
- k) take whatever action is necessary to comply with State and Federal law;
- l) secure, change or eliminate methods, equipment, and facilities for the improvement of operation;
- m) 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, to include revision, combination, addition or elimination of job classifications;
- n) determine the methods, means, organization and personnel by which operations are to be conducted to include services and staffing requirements by program, unit, and division;
- o) determine the standards of professionalism required of the employees, and from time to time, to change those standards;
- p) take whatever action is necessary to continue operations and functions in emergency situations;
- q) establish and implement a budget;
- r) make, alter and enforce rules, regulations, orders and policies and other management rights as enumerated above so long as such action is neither arbitrary nor capricious.

## **ARTICLE 3 - UNION RIGHTS AND RESPONSIBILITIES**

### **Section 3.1- Labor/Management Meetings**

For the purpose of maintaining communications between labor and management in order to cooperatively discuss and solve problems of mutual concern that do not involve negotiations, the parties hereby agree that upon the request of either party there shall be labor management meetings, and such meetings shall be scheduled at a time, place and date mutually agreed upon, not to exceed four (4) meetings per year, unless agreed otherwise. The party calling the meeting shall prepare and submit an agenda one week prior to the scheduled meeting. If there is no agenda prepared and submitted by the requesting party, there shall be no meeting. Minutes shall be taken and forwarded to the parties.

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at labor-management meetings nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings. Attendance at labor-management meetings shall be voluntary on the employee's part and attendance during such meetings hours shall not be considered as time worked for compensation purposes.

Any employee attending a labor management meeting during the employee's working time shall be compensated at the appropriate rate.

### **Section 3.2- Time Off for Union Activities**

Up to two (2) Union Members shall be allowed reasonable time off without pay to attend legitimate Union business meetings such as Union meetings, State or Area wide Union committee meetings, Union training sessions, or State or International conventions, provided that each such representative shall give at least four (4) weeks advance notice to his/her supervisor, the Sheriff, or designee, of such absence. Such request for time off shall be allowed if it does not interfere with the operating needs of the Employer or cause overtime where overtime can be avoided. Upon approval, the employee may utilize any accumulated vacation or compensatory time in lieu of taking such leave without pay.

### **Section 3.3- Union Bulletin Boards**

Union bulletin boards shall be for the sole and exclusive use of the Union. The Union will not permit posting of any material on any bulletin board which is derogatory or inflammatory in nature toward the Employer, DuPage County or its agents. The Employer reserves the right to remove any inappropriate material. Differences over such content shall be subject to the grievance procedure. The current boards posted shall remain in place for the duration of the contract.

### **Section 3.4- Designation of Stewards**

The Union shall provide the Employer with a written designation of Union Stewards for the Bargaining Unit, and shall keep the written designation current if changes in the Steward's designation are made. The Union shall immediately notify the Employer, in writing, of any changes in the designations of Union Stewards.

### **Section 3.5- Union Duty of Fair Representation**

The Union agrees to fulfill its duty to fairly represent all employees in the bargaining unit, per the Illinois Public Labor Relations Act.

### **Section 3.6- Union Activity During Working Time**

Employees shall not engage in union activity during their working time without the express permission of the Sheriff or his designee, and such permission shall not be unreasonably withheld. Where the Sheriff or designee requests a

meeting at which an employee Union representative(s) is requested to be present, the employee Union representative(s) will be compensated for the time spent in such meeting if the employee Union representative(s) would otherwise be working for the Sheriff.

### **Section 3.7- Access to Premises by Union Representative**

Up to two (2) non-employee representatives of the union shall, upon prior notice, be granted access to the premises of the Employer upon the following conditions:

- 1) At least two (2) hours advance notice to the Sheriff or his designee is provided prior to the visit;
- 2) The visit is limited to a location or space provided or approved by the Sheriff or designee;
- 3) The access is subject to reasonable monitoring by the Sheriff or designee;
- 4) The visit does not disrupt the operations of the Office, employees who are working, or other persons having business with the Sheriff's office, and;
- 5) The visit is limited to no more than forty-five (45) minutes in duration unless the meeting is called at the request of the Employer or is otherwise agreed upon.

### **Section 3.8- Information Provided to Union**

Within ten (10) calendar days of the execution of this Agreement, the Employer shall provide to the Union in writing the following information concerning bargaining unit members:

- name;
- position;
- date of hire in the Sheriff's Office;
- wage rate;
- home address

In addition, the Employer will notify the Union annually of any additions to or deletions from the bargaining unit or any changes to the above stated information made known to the Employer.

### **Section 3.9- Distribution of Literature**

There shall be no distribution of Union literature on the Employer's premise except that Union literature may be posted on the Union Bulletin Board or in employee mailboxes in accordance with the requirements of Section 3.3. Any equipment belonging to the Employer, such as but not limited to radios, pagers, cell phones, vehicles, photocopy machines and microcomputers, shall not be used for personal use or Union activity or business. Employees shall have no expectation of privacy for email or voicemail communications, or mailbox materials.

### **Section 3.10- Union Orientation**

The Union shall be allowed a reasonable time (not to exceed fifteen (15) minutes) to conduct its orientation as part of the orientation program for new bargaining unit members. Such attendance by employees shall be on a voluntary basis and without loss of pay for the employees involved.

### **Section 3.11- Promotions and Suspensions**

The employer shall provide to the Union on a reasonable frequency a list of all employees covered by this agreement that have been promoted or suspended.

### **Section 3.12- Local Negotiating Team**

Up to two (2) Members designated as being on the Local negotiating team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be allowed to use accrued benefit time in hourly increments.

## **ARTICLE 4- UNION SECURITY**

### **Section 4.1- Dues Deduction**

Upon receipt of a lawful written authorization, signed by the employees covered by this Agreement, in a form agreed upon by the Union and the Employer, the Employer agrees to deduct from the employee's paycheck the regular uniform Union membership dues during the term of this Agreement. The dues shall be forwarded to the individual(s) designated by the Union to receive deductions within thirty (30) days of the date of the deduction. The regular uniform Union membership amount to be deducted, which will be the same dollar amount for each employee in order to ease the Employer's burden in administering this provision, will be certified in writing by the Union to the Employer. This amount may be changed by the Union once each year upon prior written notice to the Employer. The aggregate deductions of all employees and a list of their names, addresses, job titles, and employee numbers shall be remitted monthly to the Union at the address designated in writing to the Employer by the Union.

### **Section 4.2- Fair Share**

Pursuant to Section 3(g) of the Illinois Public Labor Relations Act, the Union certified proportionate share, which shall not exceed the amount of dues uniformly required of members, shall be deducted from the earnings of the non-member employees. The amount so deducted shall be remitted monthly to the Union. The Union shall advise the Employer of any increase in this fee in writing at least thirty (30) days prior to its effective date.

### **Section 4.3- Indemnification**

The Union shall indemnify and hold the Employer and its agents harmless against any claim, demand, suit, or liability arising from any action taken by the Employer in complying with this Article except when the employer initiates or prosecutes such action.

## **ARTICLE 5- NON-DISCRIMINATION**

### **Section 5.1- Prohibition Against Discrimination – Public Relations Act**

The Union and the Employer agree that no employee shall be discriminated against, intimidated, restrained, or coerced in the exercise or any rights granted under the Illinois Public Relations Act or by this Agreement or lawful activities on behalf of the Union or Employer.

### **Section 5.2- Prohibition Against Discrimination – EEO**

In accordance with applicable law, neither the Employer nor the Union will discriminate against any employee covered by this Agreement in a manner prohibited by law because of race, color, creed, religion, national origin, ancestry, sex, age, marital status, political belief, veteran status, or sensory, mental or physical disability.

### **Section 5.3- Prohibition Against Discrimination – Union Memberships**

Neither the Employer nor the Union shall interfere with the right of employees covered by the Agreement to become or not become members of the Union, and there shall be no discrimination against any such employees because of Union membership or non-membership or the exercise of their lawful rights. Neither the Employer nor the Union shall discriminate, intimidate, restrain, or coerce any employee granted rights by law or by this Agreement.

### **Section 5.4- Grievances**

The parties agree that any violation of Section 5.2 of this Article may be grieved and processed through the last step in the Grievance Procedure prior to arbitration, but no further.

## **ARTICLE 6- SENIORITY**

### **Section 6.1- Probationary Period**

All newly hired Employees assigned into the Corrections Bureau of the Sheriff's Office and Employees transferred into the Corrections Bureau who have not previously completed their probationary period as a Deputy Sheriff are probationary Employees. The probationary period for all newly hired Employees assigned into the Corrections Bureau of the Sheriff's Office and those persons transferred into the Corrections Bureau who have not previously completed their probationary period as a Deputy Sheriff, shall be twelve (12) months continuous employment less any paid or unpaid leave of absence beginning from their hire date or their transfer date unless otherwise specified by Law. The probationary period for all newly hired Employees assigned into the Corrections Bureau of the Sheriff's Office and persons transferred into the Corrections Bureau who have not previously completed their probationary period as a Deputy Sheriff may be extended up to an additional six (6) months at the sole discretion of the Sheriff.

All newly hired Employees assigned into the Corrections Bureau of the Sheriff's Office, persons transferred into the Corrections Bureau as a Deputy Sheriff, and those persons hired after a termination of seniority shall be considered probationary Employees until they have completed their probationary period. During the probationary period, an Employee who fails to demonstrate the ability and qualifications necessary for satisfactory job performance or on the basis of any other reasons deemed sufficient by the Sheriff may be discharged for any reason not prohibited by law.

A probationary Employee shall have no recourse to the grievance procedure to contest any discipline imposed on the Employee or to contest a discharge pursuant to this Section.

There shall be no reversion to a previously held position within the Sheriff's Office unless such is allowed at the sole discretion of the Sheriff.

### **Section 6.2- Definition of Seniority**

For the purpose of this Agreement, seniority shall be defined as an employee's length of continuous full-time service with the Sheriff's Office as a sworn deputy sheriff, excluding time off due to layoff or any other unpaid leave of absence. There shall be no seniority among employees serving an original probationary period as a Deputy Sheriff within the collective bargaining unit. Upon successful completion of the original probationary period, an employee shall acquire seniority retroactive to the employee's original date of hire with the Employer.

Seniority shall be applied as follows:

- 1) If a Deputy is assigned to the Corrections Bureau they keep their Office hire date seniority for purposes of accruing benefits (i.e., sick time, vacation time, etc.).
- 2) When selecting/bidding for vacation time in the Corrections Bureau, Deputies shall utilize their sworn date.
- 3) When submitting shift requests, bureau transfers and special services requests (i.e. SWAP, Transport, Laundry, Periodic Imprisonment, Medical, and Law Library) within the Corrections Bureau, Deputies shall utilize their sworn date. Where skills, knowledge, ability, and length of time applying for the assignment are relatively equal, sworn date seniority shall control such assignment as between bargaining unit members effective upon date of signing by both parties.
- 4) If a Deputy is transferred to a position outside of the bargaining unit and later returns to the bargaining unit, their Office hire date shall be used for benefit calculation purposes and their previous seniority accumulation within the bargaining unit shall be used for purposes of shift assignment and vacation requests. Transfers for a period not in excess of ninety (90) days shall continue to accrue seniority for all purposes.

### **Section 6.3- Seniority List**

Upon the Union's request, the Employer will provide the Union with a seniority list setting forth each employee's seniority date. The Employer shall not be responsible for any errors in the seniority list unless such errors are brought to Employers attention within fourteen (14) calendar days of the date the list is provided to the Union. However, when any suspected errors are brought to the Employers attention at any time, once the error is verified they will be corrected within fourteen (14) calendar days.

### **Section 6.4- Termination of Seniority**

An employee's seniority (and the employment relationship) shall terminate upon the occurrence of any one of the following, if the employee:

- a) quits or resigns; or
- b) is discharged for just cause (probationary employees without cause); or
- c) retires, or is retired; or
- d) is absent for three (3) consecutive working days without notifying the Sheriff or his designee; or
- e) falsifies the reason for a leave of absence or engages in gainful employment while on an authorized leave of absence; or
- f) fails to return to work at the conclusion of an approved leave of absence or an approved extension thereof unless the employee's failure to return and failure to obtain an extension are solely due to circumstances totally beyond the employee's control. For purpose of this paragraph, the Employer's denial of an extended leave is not considered a circumstance beyond the employee's control; or
- g) is laid off for a period in excess of twenty-four (24) months or the length of the employee's employment with the Sheriff's Office, whichever is less; or
- h) is laid off and fails to report for work within seven (7) calendar days after having been recalled; or
- i) does not perform work for the Sheriff's Office for a period in excess of twenty-four (24) months .

### **Section 6.5- Seniority While on Leave of Absence**

Employees will continue to accrue seniority credit for an unpaid leave to the extent required by State or Federal law.

### **Section 6.6- Accrual of Seniority**

A member's hire date seniority continues to accrue during a transfer to another division, or transfers to another bargaining unit position, sick leave, time lost due to injury or illness on the job, and/or a military leave of absence as required by law.

## **ARTICLE 7- DISCIPLINE AND DISCHARGE**

### **Section 7.1- Discipline**

Disciplinary action may be imposed by the Sheriff or his designee(s) upon a post-probationary employee, but only for just cause; discipline may be imposed upon probationary employees without just cause or recourse to the grievance procedure or Sheriff's Merit Commission.

Discipline imposed on post-probationary bargaining unit members is solely and exclusively subject to review under the grievance procedure and may not be appealed to the Sheriff's Merit Commission.

Discipline imposed on bargaining unit members of three (3) days suspension without pay or less is solely subject to review under the grievance procedure, through step 3 (to the Sheriff) and is not arbitrable. Discipline of four (4) days to sixty (60) days or longer suspension without pay may be imposed by the Sheriff and reviewed solely through appeal to an independent arbitrator. If the Sheriff terminates a post-probationary employee covered by this agreement, the termination may be brought to the independent arbitrator.

Nothing in this agreement is intended or should be construed to waive an employee's right to union representation during questioning that the employee reasonably may lead to discipline as contained in such cases as Central Management Services and Corrections (Morgan), 1 PERI par. 2020 Central ISLRB, (1985), and NLRB v. Weingarten, 420 U.S. 251 (1975).

Nothing in this agreement shall be construed to waive an employee's rights under the Uniform Peace Officer's Disciplinary Act (50 ILCS 725/1)

### **Section 7.2- Pre-Discipline Meeting**

For discipline greater than a written or oral reprimand, the Employer shall meet informally with the employee involved to inform him/her of the reason for contemplated disciplinary action. The employee shall then be allowed an opportunity to rebut or clarify the charges disclosed at this meeting.

### **Section 7.3- DuPage County Merit Commission and Grievance Arbitration**

The DuPage County Sheriff's Merit Commission shall no longer maintain its oversight and review responsibilities with respect to the imposition of discipline by the Sheriff or his designee(s) upon bargaining unit members. However nothing herein shall infringe on the function of the Sheriff's Merit Commission in testing applicants for new positions or promotions, and creating eligibility lists for any such positions for which the Sheriff shall fill during the term of this Agreement.

### **Section 7.4- Limitations**

The Employer shall recognize and/or utilize only that disciplinary history appropriately documented and currently filed in the employee's personnel file located in the Sheriff's Office of Professional Standards and Conduct and not other working files maintained by other management staff.

### **Section 7.5- Modified Discipline**

Should the Employer present to the Local extenuating circumstances warranting discipline other than described in Section 7.1, or should the affected employee present to the employer extenuating circumstances warranting discipline other than described in Section 7.1 above, the Employer may use a modified form of discipline.

No Employee covered by this agreement shall be subject to a disciplinary transfer or reassignment outside the described bargaining unit (described in Section 1.1), unless such reassignment or transfer is accomplished on a voluntary basis, or is fairly considered to advance the mission and/or goals of the Sheriff's Office.

**Section 7.6- Notice of Discipline**

In the event disciplinary action is taken against an employee, other than oral discipline, the Employer shall furnish written notice to the employee, which shall generally state the reasons for such discipline, and the direction to the employee for future behavior. The employer shall notify the employee of any discipline within five (5) days of the completion of the Employer's investigation. Copy of such written notice should be maintained in the employee's personnel file.

**Section 7.7- Global Positioning System (GPS) Video Recording**

GPS and other tracking or recording, audio or video, devices shall principally be used for officer safety purposes.

**Section 7.8- Outside Employment While on Suspension Without Pay**

No member may be denied the ability to obtain lawful employment while on suspension without pay provided that the type of such outside employment is consistent with the type of employment allowed by the Rules and Regulations of the DuPage County Sheriff's Office. There shall be no limitation of hours worked while on suspension without pay.

## **ARTICLE 8- GRIEVANCE PROCEDURE**

### **Section 8.1- Definition of Grievance**

A grievance is defined as any difference, complaint or dispute between the Employer and the Union or any employee(s) regarding the application, meaning or interpretation of this Agreement.

A grievance shall contain a complete statement of facts surrounding the Grievant's/Sheriff's grievance, the specific Articles and Sections of this Agreement allegedly violated and how such violation occurred, the date of the alleged violation and the relief sought. The grievance document shall be signed and dated by the Grievant and the Local representative unless the Sheriff submits the grievance whereupon the grievance shall be signed and dated only by the Sheriff or his Designee. Only one subject matter shall be covered in any one grievance.

### **Section 8.2- Class Grievance**

The Union may file a Class Grievance if it affects two (2) or more bargaining unit members whose grievances involve the same issues, interpretations, and contract provisions so that a decision as to one (1) grievant shall be decisive as to all members of the class. As such, Class Grievances will be submitted by the Union President or President of Local #501

### **Section 8.3- Grievance Procedure**

The parties to this Agreement affirm that for the Grievance Procedure to function efficiently and effectively, an effort should be made by the parties to resolve grievances at the lowest possible level of the Grievance Procedure.

### **Section 8.4- Use of the Grievance Procedure**

All employees and the Union are urged to first seek review through this Grievance Procedure of an alleged violation of this agreement before resorting to any other forum, e.g. administrative or judicial.

### **Section 8.5- Step – 1**

As a general rule, an employee who has a grievance should first attempt to resolve the grievance informally with his/her immediate supervisor. If the immediate supervisor is unable to resolve the grievance, the employee or union representative will submit the grievance in writing to his/her immediate supervisor specifically indicating that the matter is a grievance under this agreement. The written grievance shall contain a complete statement of facts surrounding the Employee's complaint, the specific Articles and Sections of this Agreement allegedly violated, the date of the alleged violation and the relief sought. The grievance document shall be signed and dated by the grievant and the Union representative.

All grievances must be presented in writing within ten (10) calendar days of the occurrence giving rise to the grievance, not including the day of the occurrence, or date when the affected employee knew, or reasonably should have known, of such occurrence; however, in no event shall any grievance be filed more than thirty (30) days after the date of the occurrence giving rise to the grievance. Any grievance not presented to the Employee's immediate supervisor within the time stated above shall be deemed waived.

The immediate supervisor shall provide an answer in writing no later than seven (7) calendar days from the receipt of the Step 1 grievance generally stating whether the employer is granting or denying the grievance. If the matter is not resolved at the first step of the Grievance Procedure, or the supervisor's response is not received within the seven (7) calendar days after the receipt of the Step 1 grievance, the Employee may proceed to Step 2 of the Grievance Procedure.

### **Section 8.6- Step – 2**

If the grievance is not settled at Step 1 and the Employee wishes to appeal the grievance to Step 2 of the Grievance Procedure, the appeal shall be submitted to Bureau Chief or designee within seven (7) calendar days after the receipt of the immediate supervisor's written response to the Employee, not including the day the response was received, or the day the response was due if no response was received.

The written appeal shall generally state the basis upon which the Employee believes the grievance was improperly denied at the previous step of the Grievance Procedure. The Bureau Chief or designee shall offer to discuss the grievance with the grievant and an authorized representative from the Union. If no settlement of the grievance is reached, the Bureau Chief or designee shall provide a written response to the grievant within seven (7) calendar days after receiving the written Step 2 grievance, not including the day the response was received, or the day the response was due if no response was received generally stating the basis upon which the employer is denying the grievance.

### **Section 8.7- Step – 3**

If the grievance is not settled at Step 2 and the Employee wishes to appeal the grievance to Step 3 of the Grievance Procedure, the appeal shall be submitted in writing to the Sheriff, or his designee, within seven (7) calendar days after the receipt of the Bureau Chief's or designee's written response to the Employee, not including the day the response was received, or the day the response was due if no response was received.

The written appeal shall generally state the basis upon which the Employee believes the grievance was improperly denied at the previous step of the Grievance Procedure. The Sheriff, or his designee, shall offer to discuss the grievance with the grievant and an authorized representative of the Union. If no settlement of the grievance is reached, the Sheriff, or his designee, shall provide a

written response to the grievant within seven (7) calendar days after receiving the written Step 3 Grievance, not including the day the response was received, or the day the response was due if no response was received generally stating the basis upon which the employer is denying the grievance.

### **Section 8.8- Step – 4**

If the grievance is not resolved at Step 3 of the Grievance Procedure, or the written answer to the grievant is not given to the Employee in a timely manner, and the Union wishes to appeal the grievance from Step 3 of the Grievance Procedure, the grievance may be referred to arbitration. Notice that the Union is referring the dispute to arbitration shall be made to the Sheriff, or his designee, within twenty-eight (28) calendar days of the Step 3 written response to the employee or the Union, not including the day the response was received. This time requirement may be waived by mutual agreement of each party.

If the grievance is appealed to arbitration, representatives of the Employer and the Union shall attempt to agree upon an arbitrator. In the event the parties are unable to agree upon an arbitrator the parties shall jointly request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service who are members of the National Academy of Arbitrators residing in Illinois, Indiana, Iowa, or Wisconsin. The parties shall alternately strike the name of an arbitrator, with the party requesting arbitration making the first strike. The person whose name remains shall be the arbitrator, provided that either party, before striking 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 Employer and the Union requesting that he/she set a time and date for the hearing subject to the availability of the Employer and the Union representatives. The arbitrator shall notify the Employer and the Union of the mutually agreed upon date and time of the hearing.

No more than one grievance may be submitted to an arbitrator at any one time without the consent of the other party. The parties shall share fees and expenses of the arbitrator, arbitration hearing, and the cost of the transcript equally incurred from arbitration. The costs of the arbitrator's fee, arbitration and the arbitration hearing shall be divided equally between the parties.

**Section 8.9- Authority of the Arbitrator**

The arbitrator shall have no right or authority to amend, modify, nullify, ignore, add to, or subtract from the provisions of the Agreement. The arbitrator shall consider and decide only the question as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall only be empowered to determine the issue raised by the grievance as initially presented in writing and shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with any applicable laws or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Sheriff, the County, or the Sheriff's Merit Commission which are granted to the Sheriff, the County, or the Merit Commission by law, court decisions, or the provisions of this Agreement, except as expressly limited by the specific provisions of articles 7 and 8 of this Agreement.

Such decision and award of the arbitrator shall be final and binding on the Employer, the Union, and the employee(s) involved, unless reversed on appeal in accordance with the provisions of the Uniform Arbitration Act and/or the Illinois Labor Relations Act. The arbitrator shall submit his decision in writing within thirty (30) working days following the close of the hearing and the submission of briefs.

The Employer and Union agree to share equally the costs associated with the arbitration hearing including the cost of the court reporter, except that each shall be responsible for the costs of their own representative and witnesses.

**Section 8.10- Time Limits**

Grievances may be withdrawn at any step of the procedure. If a grievance is not presented by the employee within the time limits set forth above, it shall be considered "waived" and may not be pursued further. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Sheriff's last answer. Grievances not discussed or answered by the Employer within the designated time limits stated in this grievance procedure shall be viewed by the aggrieved employee as denied and the employee may elect to appeal the grievance to the next step of the grievance procedure. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article but no extension of time shall be implied by any action or inaction of either party if not expressly stated in writing.

**Section 8.11- Information Requests**

The Employer recognizes the legal rights of the Union to information necessary to process grievances. Upon request, the Employer will provide the Union with such information, as is required by law and the Union will respond in like fashion to any lawful employer request for information.

**Section 8.12- Grievance Meetings**

Employees and/or the Union representatives shall investigate and/or file grievances only on their non-work time (which under this Agreement means before work, after work, during approved breaks or during a reasonable lunch period subject to emergency work duties) and only in a manner, which will not disturb other employees who are working. In the event a grievance meeting(s) is scheduled by the Employer during the time the Employee(s) would otherwise be working, the Employee(s) shall receive compensation for such time spent in such meeting(s). Grievance meetings will not take place on holidays, affected employee(s) vacations and, Employer approved leaves of absence.

**Section 8.13- Time Off**

Employees shall investigate and/or file grievances only on their non-work time (which under this Agreement means before work, after work, during approved breaks or during a reasonable lunch period subject to emergency work duties) and only in a manner which will not disturb other employees who are working, unless it becomes reasonably necessary to do otherwise, in which case the affected employee(s) shall seek the permission of their supervisor and shall provide, in writing, the reasons that it is necessary to investigate and/or file grievances during working hours. If a grievance meeting(s) is scheduled during the time the employee(s) would otherwise be working, the employee(s) shall receive compensation for such time spent in such meeting(s).

## **ARTICLE 9- LAYOFF AND RECALL**

### **Section 9.1- Layoff**

The Employer shall in its' discretion determine whether layoffs are necessary. Although not limited to the following, layoffs shall ordinarily be for lack of work and/or lack of funds, an abolishment of or change in the duties of a position, or when reorganization occurs and the need for the position is eliminated. The Sheriff shall provide at least fourteen (14) calendar days advance notice, or more if reasonable, to the Union of a layoff. If a layoff is to occur, the Sheriff will provide at least 14 days' notice to any employee who is to be laid off. Once the layoff is made, the Employer will, comply with Section 9.3 Severance Pay Policy, in lieu of negotiating the impact of the layoff decision on affected employees.

If it is determined that layoffs are necessary, newly hired probationary and temporary employees in the bargaining unit shall be laid off prior to any non-probationary bargaining unit employee. Employees will be laid off from the affected position(s) in accordance with reverse Office seniority, starting with the least senior member.

### **Section 9.2- Recall**

Employees who are laid off shall be placed on a recall list. If there is a recall, employees who are on the recall list shall be considered before external candidates provided they are presently qualified to perform the work in the job position to which they are recalled Recall rights shall exist for a two (2) year period. If a permanent vacancy occurs in a bargaining unit classification, which the Sheriff decides to fill, a recall will be initiated and employees who have been laid off shall be offered the position in the reverse order of their layoff.

### **Section 9.3- Severance Pay Policy**

In the event of a layoff or voluntary separation, the employees covered by this agreement shall receive severance pay as enumerated in the Severance Pay Policy attached hereto in Appendix I.

## **ARTICLE 10- HOLIDAYS**

### **Section 10.1- Employees Not Assigned To a Monday-Friday Work Schedule**

For the term of this Agreement, there shall be 14 regularly paid holidays for all non-probationary Employees assigned to a shift different than a Monday through Friday schedule and who do not receive the designated holidays as time off, said holidays shall be designated in writing by the Sheriff or his Designee on or about September 1 of the prior year, which will be observed for the following year.

Employees assigned to a shift different than a Monday through Friday schedule and who do not receive the designated holidays as time off shall receive as, and for holiday pay, on the first pay period of June and December, 64 hours of pay at the affected officer's regular straight-time hourly rate for each of those pay periods.

### **Section 10.2- Requirements**

Employees assigned to work a Monday – Friday workweek shall work all holidays that occur during their regular work shift, unless otherwise expressly relieved of such duty by the Sheriff or his designee(s) due to the holiday being a designated holiday off pursuant to this article. These employees shall be compensated at straight time for the designated holiday off and shall not receive holiday pay. Employees working a shift assigned to a rotating day off cycle schedule different than a Monday – Friday workweek shall be required to work those holidays that fall during their regularly scheduled work shifts and will be compensated at straight time with regular holiday pay.

In either case (holiday pay or paid holiday) the employee is required to work their last scheduled day prior to the holiday and their first scheduled day after the holiday in order to be compensated for the paid holiday or holiday pay.

If an individual employee who is assigned to a non-rotating days off shift cycle under the terms of this Agreement is required to work on a holiday, said employee shall be paid time and-a-half (1 ½) his/her regular rate of pay.

### **Section 10.3- Eligibility**

In order to be eligible for holiday pay, employees must have completed one (1) year of service. During the first year of service, employees shall only be compensated for the holidays actually worked. If an employee terminates his employment with less than one year of service, he shall be paid only for those holidays actually worked.

In order for an employee to be eligible for holiday pay, the employee must work or take an approved leave on the last regularly scheduled work day immediately preceding the holiday and the first regularly scheduled work day immediately following the holiday, unless absent for good cause, which absence is approved by the Sheriff or his designee(s), such approval shall not be unreasonably withheld.

Additionally, if an employee is scheduled to work a designated holiday, they must work the holiday unless off for approved leave as designated in this section. For purposes of this section, "approved leave" includes approved compensatory time and vacation time. Sick time is not considered an approved leave for purposes of holiday pay and use of sick time on a scheduled work day immediately before, on, or after the designated holiday shall constitute forfeiture of holiday pay for that holiday.

### **Section 10.4- Holiday During Vacation**

If an employee that is assigned to a rotating day off schedule is scheduled to work a designated holiday pursuant to this agreement, they shall work that holiday unless they request and use approved accrued benefit time such as vacation or compensatory time. The employee, if eligible, shall receive holiday compensation pursuant with this article.

If an employee is not assigned to a rotating day off schedule and they submit a vacation time request that includes a designated holiday pursuant to this agreement, the employee shall receive the holiday off with pay as designated in this agreement and not be charged with any accrued benefit time for that date.

**Section 10.5- Advance Notice**

Employees scheduled to work a holiday shall be given as much advance notice as practicable.

**ARTICLE 11- VACATION**

**Section 11.1- Accrual of Benefits**

Vacation shall be accrued and credited on a monthly basis, in accordance with the following schedule:

YEARS OF CONTINUOUS SERVICE	HOURS PER YEAR – 8 HOUR SHIFT	HOURS PER YEAR – 12 HOUR SHIFT
0 years through 3 years	80	80
4 years through 8 years	120	120
9 years through 15 years	160	160
16 years	168	172
17 years	176	184
18 years	184	196
19 years	192	208
20 years	200	220
21 years	208	232
22 years	216	244
23 years	224	256
24 years +	232	268

Date of hire with the Sheriff’s Office will be used for the purpose of calculating vacation time. Years of service shown are completed years. Accrual of vacation time ceases during any medical or personal leave of absence of over thirty calendar (30) days.

All newly hired employees shall accrue vacation benefits during their probationary period but shall not utilize said accrued vacation benefit until after one (1) year of continuous service with the Sheriff’s Office

**Section 11.2- Vacation Pay**

All Vacation leave will be paid for at the employee’s hourly rate. Vacation hours shall count as time worked for the purposes of calculating overtime.

**Section 11.3- Use Of Vacation Time and Cancellation**

Vacation benefits may be taken in increments of the number of hours required to take off one complete scheduled shift, but no less without prior authorization of the Sheriff or his designee. In addition a “working day” for the purpose of this Article shall not include a day which an employee is regularly scheduled off from duty. Consequently, an employee may elect to schedule his vacation time in conjunction with days off that the employee is regularly scheduled off from duty, without such days off being charged against his earned vacation accrual. Employees working a 12 ½ hr. workday may use their DRT time in conjunction with their vacation time, ie: an employee may use their 4 hrs. of DRT time and 8 hrs. of vacation time to receive a full day off.

Vacation time shall be authorized on the basis of seniority with the Office. Normally no more than four (4) persons from 1<sup>st</sup> Shift Jail (including MPI), two (2) persons from 2<sup>nd</sup> Shift Jail (including MPI), one (1) person from Special Services, two (2) persons from Transport, One (1) person from SWAP, and one (1) person from Receiving and Discharge shall be on vacation at any one time; more MAY be allowed as long as manpower needs are met. Supervisors that are responsible for the approval and submission of vacation schedules also have the authority to grant requests for changes in these schedules. Supervisors shall set and approve the vacation schedules. However, employees’ scheduling requests or requested changes may or may not be granted depending on operational needs as determined by the Sheriff or his designee(s). Vacation dates may be changed or canceled by the Sheriff or his designee(s) in the event of exigent circumstances. In the event of such cancellation, the re-scheduling will be accomplished in accordance with the provisions of this Agreement. In the event a covered employee shall experience

out of pocket expenses incurred as a result of such cancellation, the employee shall submit written proof of such loss for the consideration of the Employer for purposes of reimbursement.

On or before November 1 of each year, the Sheriff or his designee shall post a schedule for available vacation during the upcoming calendar year. The employees shall select their vacation preferences in order of Office seniority within their assigned team/shift, with the most senior employee having the first choice, the next most senior employee having the second choice, and so on. All vacation requests shall be submitted by December 28, of each year. The watch commander or supervisor of the assigned unit, shift or team shall be responsible for maintaining the vacation schedule, once approved, and ensuring that all requests for vacation time use have been submitted by the requesting member in writing prior to that member taking the vacation time.

After the vacation schedule has been established, no employee can "bump" another employee regardless of seniority. Once the vacation schedule has been posted, any remaining "unscheduled" vacation days shall be taken on a daily first-requested, first received basis. In the event that two or more employees request the same vacation day (and the request is made on the same day), the employee with the most seniority within the Office shall have preference. No employee can "bump" another employee from an "unscheduled" vacation day once established, regardless of the employee's seniority.

The current process of picking vacation time for Employees assigned to the Jail (including Periodic Imprisonment), Receiving and Discharge, Transport, SWAP, and Special Service Deputies shall remain in effect for the duration of this contract. Once a member's vacation is approved and scheduled, the member will be allowed to take that vacation even if transferred and a scheduling conflict develops, as authorized by the Sheriff or his designee.

Employees may request changes, in writing, to their vacations in any increment. Example: A member may request to change an already scheduled block of vacation time to another date, or they request to change only a portion of scheduled vacation - one day, two days, etc., to another date.

#### **Section 11.4- Payout of Vacation Benefits**

The Employees covered by this agreement shall receive payout of vacation benefits in accordance with the Vacation Time Policy attached hereto as Appendix J.

#### **Section 11.5- Vacation Carryover**

It is expected that earned vacation will be taken during the calendar year. However, up to eighty (80) hours of earned vacation time not taken during a calendar year may be carried over to the next year. Any amount in excess of eighty (80) hours must receive written permission from the Sheriff or his designee. Such requests shall not be arbitrarily denied.

#### **Section 11.6- Vacation Eligibility**

In order to be eligible for a vacation, a member must have been employed and earned vacation hours in the calendar year prior to the year in which they request to take the vacation. The number of hours earned shall depend on the years of service, with the exception of the first year of employment.

During the first year of employment members shall earn vacation hours for each month worked prior to December 31, with the exception of June and December which are non-earning months, with a maximum accrual of eighty (80) hours.

**ARTICLE 12- SICK LEAVE**

**Section 12.1- Definition**

Employees covered by this Agreement who have completed their newly hired probationary period shall be entitled to paid sick leave. Paid sick leave is a benefit in recognition that employees may occasionally be absent because of various illnesses or injuries. The Employer believes that employees should be protected against a loss of income because of such temporary absences. To the extent permitted by law, paid sick leave can only be used for an approved absence that falls under the following guidelines:

- Illness or injury of employee, employees dependent or employee's family member.
- Emergency medical or dental care.
- Exposure to contagious disease and possible endangering of others by attendance on duty.
- Preventative care.

**Section 12.2- Sick Leave Accrual**

Sick leave credits accrue during the initial probationary period of employment, but may not be utilized until one year after the date of hire with the office. All employees covered by this agreement shall accrue annually the first day of each calendar year (January 1st) at the following rate:

<u>YEARS COMPLETED</u>	<u>8 HOUR SHIFT</u>	<u>12 HOUR SHIFT</u>
1 – 5	48 Hours	72 Hours
6 – 10	56 Hours	84 Hours
11-15	64 Hours	96 Hours
16-20	72 Hours	108 Hours
21 & Above	80 Hours	120 Hours

All employees covered by this agreement shall be allowed up to a maximum of 2,000 hours of sick leave accumulation.

Sick leave does not accrue during any personal leave of absence. If the employee does not provide two weeks' notice of termination, sick leave credit will be forfeited.

Effective 3/20/2015, all sick time hours accrued under this agreement shall be placed into a second sick leave bank ("Bank B"). Those hours shall be used and exhausted prior to the use of sick leave hours accrued and unused prior to 3/20/2015, ("Bank A").

**Section 12.3- Notification and Use of Sick Leave**

The employee must directly notify the Sheriff or his designee(s) on the first day of absence at least thirty minutes (30) prior to the start of the employee's work shift and every day thereafter when the employee is requesting paid sick leave for illness, injury, or a disabling condition, unless an exigent circumstance such as injury or hospitalization prevents giving such notice. Failure to properly report an illness may be considered as absence without pay and may subject the employee to discipline, as well.

If the Sheriff or his designee(s) does not consider circumstances adequate for the use of paid sick leave, additional documentation may be required, regardless of the number of shifts absent. If this additional documentation is not supplied, then the request for sick leave shall be denied, the time shall be charged to leave without pay, and discipline may be imposed.

Any employee determined by the Sheriff or his designee(s) to be abusing the provisions of the sick leave policy shall be subject to appropriate disciplinary action or assignment to a less physically demanding position as deemed appropriate by the Sheriff.

Accumulated paid sick leave shall be used in increments of no less than one full shift at a time, except that in the event of an emergency situation, sick leave may be paid in partial shifts with the approval of the Sheriff or his designee.

**Section 12.4- Annual Sick Leave Payout**

Effective March 20, 2015, all sick time hours accrued, unused, and banked in Bank A will be frozen for purposes of eligibility for monetary compensation up to a maximum of 960 hours. This accrued sick time will continue to be eligible for payout based on years of service at time of separation as set forth in the Payout Table below:

**Sick Leave Payouts**

- 1) For employees hired prior to November 1, 2005:
  - a) Once an employee accrues two hundred forty (240) hours of sick time, they have the option to cash in up to sixty (60) hours of sick time, one time per calendar year, at the payout percentage based on their length of service as indicated in the Payout Table below:

YEARS OF COMPLETED CONTINUOUS SERVICE	MONETARY COMPENSATION PERCENTAGE RATE
5 through 7 years	50%
8 through 10 years	67%
11 through 15 years	75%
16 years or greater	100%

- b) Employees who sign a formal notice of separation may receive such payment, for accrued, unused sick time from Bank A up to twelve (12) months prior to their separation date.
- c) Upon voluntary termination of employment, members will receive monetary compensation within 30 calendar days of separation of employment, for accumulated Bank B sick leave based on the following schedule of continuous service:
  - 1 through 5 years – 50% of the number of days accumulated in their bank at their present salary rate.
  - 6 through 10 years – 67% of the number of days accumulated in their bank at their present salary rate.
  - 11 through 15 years – 75% of the number of days accumulated in their bank at their present salary rate.
  - 16 years or greater – 100% of the number of days accumulated in their bank at their present salary rate.
- d) To obtain service credit to the full extent allowed by Illinois law and IMRF policies, if any.

- 2) For employees hired after November 1, 2005:

Once an employee has completed eight (8) years of service, upon separation or layoff, the employee will have the option to either:

- a) Receive monetary compensation for all remaining accrued, unused sick time at 50% of the value as set forth below:
  - 1) Employees who sign a formal notice of separation may receive such payment, for accrued, unused sick time from Bank A up to twelve (12) months prior to their separation date.
  - 2) Upon voluntary termination of employment, members will receive monetary compensation within 30 calendar days of separation of employment, for accumulated Bank B sick leave hours.
- b) To obtain service credit to the full extent allowed by Illinois law and IMRF policies, if any.

**Section 12.5- Sick Leave Payout at Separation**

At the time of separation from this bargaining unit no additional accrued sick leave hours shall be added to Bank B and payouts made from Bank B, shall be paid in accordance with the terms of this Collective Bargaining Agreement.

**Section 12.6- Notification of Balances**

Employees, upon request, shall be notified in writing of all forms of leaves balances, including vacation, sick leave, holidays, etc., no more than semi-annually, absent an exigent situation.

**Section 12.7- Personal Days**

Regular full-time employees shall be allowed request to use the number of accrued sick hours necessary to take three (3) scheduled shifts off each fiscal year as personal days. Employees wishing to use a personal day shall make his/her request in writing at least two (2) days in advance of the date requested. Use of a personal day shall not be reasonably denied by management. These personal days are taken out of accumulated sick leave; however an employee must have a minimum of eighty (80) sick leave hours in order to qualify for such leave.

## **ARTICLE 13- LEAVES OF ABSENCE**

### **Section 13.1- Military Leave**

Employer agrees to comply with all applicable Federal and State laws relative to Military service of employees.

### **Section 13.2- Family Medical Leave**

The Employer will comply with all Federal and State laws in granting Family Medical Leave, and may take any actions not inconsistent with such laws or the terms of this Agreement. Any dispute over an alleged violation of this section (13.2) may be pursued through the appropriate step in the grievance procedure prior to arbitration.

### **Section 13.3- Bereavement/Funeral Leave**

When a death occurs in an employee's immediate family, all bargaining unit employees covered by this Agreement, upon request, shall normally be excused for up to three (3) working shifts, for the purpose of preparing for and attending the services.

To qualify for funeral leave, an employee must notify the Sheriff or designee of the need for funeral leave as soon as possible. An eligible employee shall be paid funeral leave at his normal straight time daily rate of pay for any day or days on which he is excused but would have otherwise been scheduled to work.

For the purposes of this policy, "immediate family" members include: parent, child, mother-in-law, father-in-law, stepparent, stepchild, grandparent, spouse, sibling, sister-in-law, brother-in-law, grandparent-in-law, half-sister, half-brother, grandchild or civil union partner.

Any additional time off will be charged to, and limited by, any accrued compensatory time, sick leave and vacation time. Funeral leave is subject to the approval of the Sheriff or designee(s) and will require written documentation declaring the relationship to the employee, the date and the place of the funeral and proof of attendance where requested before payment is made.

The Chief or his designee may grant an additional day of leave for travel time or other extenuating circumstances.

### **Section 13.4- Notification**

An employee shall notify his Supervisor immediately following the death of an immediate family member, for purposes of the use of authorized bereavement leave.

### **Section 13.5- Personal Leave of Absence**

Employees may request a Personal Leave of Absence in accordance with current Office policies regarding leave, which may be amended from time to time by the Sheriff.

### **Section 13.6- Occupational Disability/ Worker's Compensation**

The employer will follow State and Federal laws which provide for protection of employees experiencing occupational disabilities through accidents or illness in the course of employment. The employees covered by this agreement shall receive occupational disability benefits in accordance with the Workers' Compensation Policy from the County's Personnel Manual at Chapter 6.3, attached hereto in Appendix B.

**Section 13.7- Non-Occupational Disability**

The employees covered by this agreement shall receive non-occupational disability benefits in accordance with the IMRF Policy from the County's Personnel Manual at Chapter 6.2, attached hereto in Appendix C. These benefits are provided by IMRF and not by the employer.

**Section 13.8- Job Security**

An employee with twelve (12) or more months of service who is eligible for Family Medical Leave and is absent on Family Medical Leave for twelve (12) workweeks or less will have the right to return to the same, or equivalent, position. Upon return from leave, any requests for reassignment may be considered based on the availability of other open positions within the Office.

**Section 13.9- Benefit Continuation**

The Employers shall follow Federal and Illinois Law in regards to Family Medical Leave (FMLA) and COBRA.

**Section 13.10- Return to Work**

Prior to returning to work from a disability, the employee must obtain a written statement from a licensed care provider indicating the employee's ability to perform the essential job functions and the end date of the disabling condition. The employer will follow State and Federal laws which provide for protection of employees experiencing occupational disabilities through accidents or illness in the course of employment.

An employee who sustains a work related injury must notify the immediate supervisor as soon as possible, provide documentation of the injury/illness, and meet deadlines as required.

**ARTICLE 14- HOURS OF WORK AND OVERTIME**

**Section 14.1- No Guarantee**

This article seeks to describe the normal hours of work for bargaining unit personnel. This article does not provide a guarantee of any certain number of hours of work per day, per week, or per work cycle, nor shall it be construed as a minimum or maximum work schedule.

**Section 14.2- Normal Work Hours/Meal Breaks**

The current normal work hours in effect for employees are described in the paragraphs, which follow. The normal work schedule for Employees assigned to Transport, SWAP, and Special Services shall consist of eight (8) hour shifts, as specified in the following paragraphs, such that the employee is normally scheduled for eighty (80) hours of work in a 14-day work period in accordance with the provisions of Section 7(k) of the Fair Labor Standards Act. The normal work schedule for Employees assigned to the Jail (including Periodic Imprisonment) and Receiving and Discharge shall consist of twelve and one half (12 ½) hour shifts, as specified in the following paragraphs, such that the employee is normally scheduled to work one hundred sixty (160) hours in a twenty-eight (28) day work period, in accordance with the provisions of Section 7(k) of the Fair Labor Standards Act. Except in an emergency, changes in the current normal work days, work schedules or work period may only be made by the Sheriff or his designee(s) as provided in this Article and such changes shall not be made to solely avoid the payment of overtime.

All Employees working a 12 and one half hours shift shall be granted, during each shift, a meal period of 60 minutes; 30 minutes paid and 30 minutes unpaid. A meal period shall not be taken until the Employee is properly relieved. If the Employee's Immediate Supervisor is unable to relieve an Employee for an entire meal period, the Employee shall be compensated for actual time worked at the appropriate rate. Employees working twelve and one half hour shifts are not to receive their meal period within the first or last hour of the shift. Employees working twelve and one half hour shifts using Duty Reduction Time will receive a 30-minute paid meal period.

Employees working eight (8) hour shifts shall be granted, during each shift, a meal period of 60 paid minutes. Employees working eight (8) hour shifts are not to receive their meal period within the first or last hour of the shift. A meal period shall not be taken until the Employee is properly relieved.

**Section 14.3- Work Schedules by Unit**

Employees assigned to the Jail (Including Periodic Imprisonment): Work Twelve and one half (12 ½) hour shifts.

Available current shifts for Employees assigned to the Jail, based on shift bidding as outlined below, are:

DAYS:               0600 - 1830

NIGHT:             1800 - 0630

The current 12 ½ -hour schedule is based on 84 hours worked during a two (2) week period and allows for four (4) hours of duty reduction time (DRT) time. The DRT time shall be taken in four (4) hour increments, during the period earned, subject to approval by the shift Watch Commander and may not be taken in the middle of scheduled shift. Availability of time off will be based on seniority. In the event an affected Employee is not able to take his/her DRT time off said Employee shall be paid those DRT hours at the Employee's straight time rate of pay. DRT hours are not subject to roll over from pay period to pay period. In the event an Employee is mandated to stay during scheduled DRT time, the Employee shall be paid at their overtime rate for the time that they actually were mandated to work and the DRT time shall not be carried over.

**Employees Assigned to Receiving and Discharge:** Work Twelve and one half (12 ½) hour shifts.

Available current shifts for Employees assigned to Receiving and Discharge, based on shift bidding as outlined below, are:

DAYS: 0500 - 1730

NIGHT: 1700 - 0530

The current 12 ½ -hour schedule is based on 84 hours worked during a two (2) week period and allows for four (4) hours of duty reduction time (DRT) time. The DRT time shall be taken in four (4) hour increments, during the period earned, subject to approval by the shift Watch Commander and may not be taken in the middle of scheduled shift. Availability of time off will be based on seniority. In the event an affected Employee is not able to take his/her DRT time off said Employee shall be paid those DRT hours at the Employee's straight time rate of pay. DRT hours are not subject to roll over from pay period to pay period. In the event an Employee is mandated to stay during scheduled DRT time, the Employee shall be paid at their overtime rate for the time that they actually were mandated to work and the DRT time shall not be carried over.

**Employees Assigned to SWAP:** Work eight (8) hours shifts. Mon – Fri

Normal schedule is 0800-1600

**Employees Assigned to Transport:** Work eight (8) hours shifts. Mon – Fri

Normal schedule is 0800-1600

**Employees Assigned to Special Services:** Work eight (8) hours shifts. Mon – Fri

Normal schedule varies by position

#### **Section 14.4- Food Line**

The employer shall continue to allow employees assigned to work inside the jail access to one inmate meal tray per working shift at no cost to the employee.

#### **Section 14.5- Work Schedules and Posting of Schedules**

The work schedules for each unit covered by this Agreement shall be posted on an annual basis. Such schedules may be changed by the Sheriff or his designee(s) for operational reasons. Such schedules shall not be changed solely for the purpose of avoiding overtime.

#### **Section 14.6- Shift Bidding**

The Employer agrees to schedule all covered Employees to annual shifts. Said shift bidding shall be done on or before October 15th of the preceding year. All shift bids shall be accomplished utilizing seniority as defined in this agreement and is for start times only, except where a genuine issue concerning the mission of the Office arises.

#### **Section 14.7- Shift Exchange**

The Employer realizes that there are occasions when it is may be beneficial to both Employees and the Office for Employees to be allowed to exchange an RDO (regular day off) with another. Therefore, to best accommodate the personal needs of the Employee, Employees are granted the privilege of requesting to exchange scheduled work shifts, which requests may not unreasonably be denied.

Employees may request to exchange an RDO with other Employees, provided both Employees are assigned to the same watch or division. The day(s) exchanged must be completed within twenty-eight (28) days of each other and shall be limited to any normal workday that personnel are scheduled to work within that watch or division. The Employee requesting the exchange must complete the exchange day report and submit it to the Employee's Watch Commander, or if the Employee does not report to a Watch Commander, the Employee's division commander for authorization.

Normally, an Employee may not be permitted to exchange an RDO with themselves, unless such exchange is beneficial to both the Employee and to the Employer or when under exigent circumstances as deemed exigent by the Employer in its' sole discretion.

#### **Section 14.8- Overtime and Hours Worked**

Employees shall receive overtime pay at the rate of one and one-half (1½) times his hourly rate for all hours worked in excess of the applicable regularly scheduled work day or period as described hereafter. For employees assigned to an eight (8) hour work shift, overtime shall be paid for all hours worked in excess of forty (40) hours in a work week. For employees assigned to a twelve (12 ½) hour shift, overtime shall be paid for all hours worked in excess of eighty (80) hours in a two week period. No employee shall be required to flex their hours to avoid overtime. The provisions of this section do not apply to Duty Reduction Time (DRT) as described in section 14.3 of this Article. If that time off is not given, it shall be paid at the members straight time rate for that period in accordance with applicable Fair Labor Standards Act provisions and section 14.3.

For purposes of this Article, "hours worked" shall include hours paid but not worked including vacation, holiday pay, or compensatory time off, but shall exclude sick time utilized. Work details shall always be paid at the overtime rate of the affected Employee. Nothing in this Agreement shall be construed to require the Sheriff or his designee(s) to fill any vacancy. The Sheriff and his designee(s) possess the absolute right to assign overtime work and employees must work overtime as assigned by his Sheriff or his designee(s).

#### **Section 14.9- Overtime Distribution**

For the purpose of distributing overtime on a basis that allows everyone in the bargaining unit a reasonably equal opportunity to select overtime assignments, voluntary overtime assignments shall be distributed in the following manner:

1. The Employer shall post four (4) lists ("A" sides, "B" sides) of employee names, ranked in order from top to bottom based upon Office seniority, for their respective shift (IE: Jail, Transport, SWAP, etc) The posting of these lists shall be accessible to all Employees covered by this agreement and such lists shall be posted in the divisions. If the employees name appears on both lists and the employee works or refuses to work voluntary overtime on either list, then that employees name will rotate to the bottom of both lists.
2. Voluntary Overtime assignments shall be filled first by offering the assignment to the person on the top of the list. "Voluntary Overtime" shall be defined as overtime occasioned and known to the Employer at least TWELVE (12) hours prior to the existence of the need to fill a vacancy. A vacancy created with less than TWELVE (12) hours' notice or approval by the Employer shall be considered a mandatory overtime assignment. Before an employee is mandated to work overtime the supervisor shall make a reasonable effort to obtain a volunteer.
3. If the employee on the top of the list refuses his overtime opportunity the Employer or his designated representative shall proceed down the list to each consecutive name until an employee chooses to work the overtime assignment. If an employee cannot be reached for the overtime opportunity, the failure to be reached shall be considered a refusal of opportunity.

4. When the next overtime assignment occurs, the Employer or his designated representative shall repeat the same process as described above, but starting with the employee whose name appears next on the list after the employee who chose the last overtime opportunity. If all the employees actively eligible on the list have been offered the overtime opportunity, the Employer shall then start new on top of the list, and all employees shall be deemed eligible of the overtime opportunity (as the list will have renewed itself.)
5. In instances where the overtime duty requires specialized training or certain qualifications, the Sheriff may consider only those employees who have the necessary training or qualifications for the overtime, provided however the selection of the employee is determined by seniority among those with requisite training and qualifications and the process in paragraphs 1- 4 above shall apply to those with the requisite training and qualifications.
6. Employees may, at any time, withdraw their name from voluntary overtime consideration by signing a copy of the form attached herewith as Appendix G. Those employees who withdraw themselves from voluntary overtime consideration, however, are not exempt from mandatory overtime consideration. Should, at any time, an employee who has withdrawn from voluntary overtime consideration desire to become eligible for voluntary overtime, the employee must submit a copy of the form, attached herewith as Appendix H, to the Sheriff. The employee's name is then placed on the list, according to seniority, and receives appropriate consideration according to the procedures enumerated herein.
7. In the case where there is an immediate hold over or call-in needed to cover a partial shift for up to four (4) hours, then a supervisor may utilize the on duty shift or upcoming shift in order of seniority.
8. The employer agrees to make reasonable attempts to equalize voluntary overtime opportunities among similarly qualified and situated employees on a semi-annual basis. If an employee establishes that voluntary overtime opportunities have not been properly equalized as to that employee, or that the procedures in the paragraphs of this Section, 14.8, have not properly been followed, the sole remedy shall be for the employee to be granted the next available voluntary overtime opportunity(ies) that the employee is qualified to perform.
9. Mandatory Overtime - In the event that there are no volunteers for an overtime assignment, or that there is less than twelve (12) hours' notice of such need to fill a vacancy, such vacancy will be filled with an order-out of the least senior Employee on-duty with the qualifications necessary to carry out the work vacancy. A list shall be maintained by each watch commander detailing Mandatory Overtime assignments done through reverse seniority and the assignments shall be rotated by Office seniority such that the least senior employee mandated to work overtime goes to the end of the list and is not mandated to work overtime again until the entire list has been expired.

#### **Section 14.10- Special Duty Details**

The Employer agrees to adhere to current written policies and procedures regarding the distribution of available Special Duty Details, which may be reviewed and reasonably updated from time to time by the Employer to comply with state law, attached as Appendix D.

#### **Section 14.11- Compensatory Time**

Compensatory time may be earned by an employee in lieu of overtime pay, upon request by the employee and with the agreement of the Sheriff or his designee and such agreement shall not arbitrarily be withheld. Employees may accrue up to sixty (60) hours of compensatory time during each calendar year. Compensatory time must be used within six (6) months of earning. Compensatory time earned but not used within six (6) months shall be paid out every six (6) months.

Compensatory time shall be taken in increments of the number of hours required to take off one complete scheduled shift. Requests for the use compensatory time off must be made at least seventy two (72) hours in advance of the day requested off, except where exigent circumstances such as acts of god exist where prior notice is not possible, in such case the request will not arbitrarily be denied by the supervisor. However absent exigent circumstances requests to take less than a complete shift off or a complete shift with less than seventy two (72) hours advance notice may be granted at the supervisor's absolute discretion. Compensatory time shall be reported in accordance with Sheriff's Office form number SO-00412 which may be modified by the Sheriff or his designee from time-to-time. Compensation time off requests that unduly disrupt operations of the Sheriff's Office or provide insufficient notice may be denied to the extent allowed by law.

Nothing in this section shall preclude the Sheriff from the right to request that an employee take compensatory time in lieu of overtime for any non-mandatory assignment, however, in the event that request is made by the Sheriff or his designee, the employer, the employee has the right to decline the assignment. This provision does not apply to staffing overtime or hire backs.

#### **Section 14.12- No Pyramiding**

Compensation shall not be paid more than once for the same hours under any provision of this Agreement. There shall be no pyramiding of overtime or premium compensation rates.

#### **Section 14.13- Attendance at Court, Coroner Inquest, or Administrative Hearings**

**Jury Duty** - Employees who are called to serve on a jury during their scheduled work shift shall be granted a leave of absence with pay for the time they are required to serve on the jury, less payment received for acting as a juror. If the Employee serves on a jury on his/her day off, said Employee shall not be compensated by the Employers.

The Employee shall present the court document which gives instructions to report for jury duty to the Sheriff or the Sheriff's Designee. The Employee shall present a copy of the Jury Duty Payment check received to serve on the jury to the Sheriff or the Sheriff's Designee. If an Employee is released from jury duty prior to the middle of his scheduled work shift, the Employee shall return to work for the remainder of the work shift.

All Employee benefits will continue in effect during jury duty. Seniority shall accrue while an Employee serves on a Jury Duty during their scheduled work shift.

**Depositions** - Employees who are required to give a Deposition in connection with their official duties on behalf of the County or Sheriff shall, as soon as possible provide notice to their supervisor to make arrangements for shift coverage, if necessary. Employees who are required to give a Deposition in connection with their official duties on behalf of the County or Sheriff shall be reimbursed for those hours they are required to give the Deposition, less payment received for giving the Deposition.

The Employee shall submit documentation, as soon as possible, evidencing that he gave the Deposition to the Sheriff or his Designee along with a copy of the witness fee received to give the Deposition. If an Employee is released from giving a deposition prior to the end of his scheduled work shift, the Employee shall return to work for the remainder of the work shift. All Employee benefits will continue in effect during the performance of deposition duties. Employees who appear for a Deposition who are Plaintiffs in any action against the Sheriff and/or the County shall not be paid for time away from work.

**Court Appearances** - Employees who appear in Court as the plaintiff, witness, or defendant in any action not directly related to his official duty shall not be paid for time away from work unless that time is accrued vacation or compensatory time. Such appearance shall not be in a Sheriff's Office Uniform and/or any clothing which tends to identify the Employee as being associated with the DuPage County Sheriff's Office. Employees who appear in Court who are Plaintiffs in any action against the Sheriff and/or the County shall not be paid for time away from work unless that time is accrued vacation or compensatory time.

Employees who are required to appear in Court on their off-duty hours in connection with their official duties on behalf of the County/Sheriff shall receive a minimum of three (3) hours or the actual time worked, whichever is greater, at the appropriate rate. Court time shall be counted as time worked for purposes of calculating overtime. If a court time immediately precedes or follows an Employee's scheduled shift, then the Employee shall be compensated for only the actual time spent prior to, or after their scheduled shift. Employees on "stand by" to attend court during their off duty time shall be guaranteed two (2) hours of overtime for such stand by.

An Employee called to testify in his official capacity on behalf of the Sheriff, and is compensated by the County/Sheriff for his time, shall turn over to the County any witness fees paid.

**Conferences** - Employees who are required to attend conferences with Assistant State's Attorneys in connection with their official duties on behalf of the Sheriff that overlap from either on-duty time to off-duty time or off-duty time to on-duty time will be paid at the appropriate rate while off duty.

**Hearing** - If an Employee is required to attend an administrative hearing while off duty, in connection with their official duties on behalf of the Sheriff, whether to answer charges or to testify as a witness, the Employee will be paid at the appropriate rate while off duty. If the Employee is subpoenaed by the Union on their off duty time for any hearing they will not be compensated by the Employer.

**Section 14.14- Overtime Pay**

The amount of an employee's overtime pay shall be deemed to be one-and-one-half (1½) time the employee's straight time hourly rate of pay. An employee's straight time hourly rate of pay shall be determined by dividing the employee's annual base wage by 2080 hours.

**ARTICLE 15- AUTOMOBILE**

**Section 15- Automobile**

The Sheriff may provide to employees an automobile for use on official Sheriff Business. If provided, such automobile must be used in accordance with rules and regulations established by the Sheriff, which may be changed at any time by the Sheriff.

## **ARTICLE 16- INSURANCE**

### **Section 16.1- Benefits and Premiums**

Bargaining unit employees shall continue to receive the same health, dental and other insurance benefit options as other DuPage County employees at the same employee/dependent premium cost(s) as those other DuPage County employees. In no event will bargaining unit employees pay more in premiums or co-pays, or receive less health or dental benefit for the insurance option they choose than other DuPage County employees who choose that same option.

**life insurance-** Employer will provide a \$25,000 life insurance policy at no cost to the employee. Employees will be given the option to purchase life insurance at the rate paid by current employees following separation from the employer.

### **Section 16.2- Pension and Survivor's Benefits**

The employer agrees to provide health insurance benefits to the surviving spouse of an employee as outlined in the provisions of the Illinois Compiled Statutes.

### **Section 16.3- Retiree's Insurance and Contribution and Early Buyouts**

In accordance with Illinois Public Act 86-1444, employees covered by this Agreement who retire shall be allowed to continue coverage under the health plan in effect for all active employees and shall pay for single/family coverage in an amount equal to that paid by other retired DuPage County employees who have selected the same health plan option. Members covered by this agreement shall not be excluded from any early retirement incentive program offered to any other County employees. All members are covered by two kinds of retirement programs. Social Security insurance is provided on a shared cost basis; the member and the employer will pay social security at the rates designated by the IRS. This coverage is provided from the date of hire.

## **ARTICLE 17- PERFORMANCE EVALUATIONS**

### **Section 17- Performance Evaluations**

Each employee may be eligible for a performance review. The Sheriff or his designee(s) will conduct any performance review in accordance with procedures and standards that are developed by the Sheriff

Non-probationary employees shall be evaluated semi-annually. During the performance review, the supervisor and employee shall discuss each portion of the performance review report, focusing on the employee's performance. The employee is encouraged to write any comments he has on the report and is required to sign it.

Probationary employees shall receive an evaluation of their job performance at various intervals after the appointment of the probationary employee. During the performance review, the supervisor and employee shall discuss each portion of the performance review report, focusing on the employee's performance. The employee is encouraged to write any comments he has on the report and is required to sign it. When a probationary employee is under the direct supervision of a Field Training Officer the FTO shall evaluate him on a regular basis.

The Sheriff or his designee(s) may order a special performance review when deemed appropriate, including, but not limited to, periods when an employee's job performance is questionable, the employee is believed to be working below the level of performance necessary to accomplish the basic requirements of his position, or the employee is being considered for another position within the Sheriff's Office and the prospective appointment would occur before the end of a performance review period.

Performance appraisal of each bargaining unit employee will be conducted by management on a bi-annual basis, by a supervisor who holds the rank of Sergeant or higher an employee's evaluation shall be reviewed and discussed with the employee. An employee's signature on the evaluation does not constitute agreement with the evaluation.

A supervisor will meet with an employee at the beginning of the evaluation period to discuss the performance appraisal system and expectations. Throughout the evaluation period the supervisor will endeavor to provide the employee with feedback about significant performance matters. Throughout the evaluation period the employee will provide information to their supervisor about their significant performance achievements and about their below standards performance.

**ARTICLE 18- SALARIES**

**Section 18.1- Steps Increase**

As of March 26, 2012, bargaining unit members will be brought to the appropriate step salary based on each employee's years of service with the Sheriff's Office. Effective during the pay periods which include December 1, 2012, December 1, 2013, and December 1, 2014, employees will receive a 2% across the board wage increase. In addition, based on years of service with the Sheriff's Office, employees shall receive step increases on their anniversary date, in accordance with the below step schedule. Any member with a sworn date after March 20, 2015, such sworn date shall be utilized for placement on the Deputy Sheriff salary scale.

**Section 18.2- Wage Scale**

**DEPUTY SHERIFFS - ASSIGNED TO CORRECTIONS**

<b>YRS SERVICE</b>	<b>STEP</b>	<b>3/26/2012 2%</b>	<b>12/1/2012 2%</b>	<b>12/1/2013 2%</b>	<b>12/1/2014 2%</b>
<b>PROBATIONARY STEP</b>					49,900*
0	1	50,001	51,001	52,021	53,062
1	2	51,069	52,091	53,133	54,195
2	3	52,654	53,708	54,782	55,877
3	4	54,671	55,764	56,880	58,017
4	5	56,757	57,892	59,050	60,231
5	6	59,376	60,564	61,775	63,011
6	7	61,997	63,237	64,501	65,791
7	8	64,615	65,907	67,225	68,570
8	9	67,237	68,582	69,954	71,353
9	10	69,855	71,252	72,677	74,130
10	10	69,855	71,252	72,677	74,131
11	10	69,855	71,252	72,677	74,131
12	11	71,532	72,962	74,422	75,910
13	11	71,532	72,962	74,422	75,910
14	12	73,365	74,833	76,329	77,856
15	12	73,365	74,833	76,329	77,856
16	13	75,247	76,752	78,287	79,853
17	13	75,247	76,752	78,287	79,853
18	14	78,119	79,681	81,275	82,900
19	14	78,119	79,681	81,275	82,900
20	14	78,119	79,681	81,275	82,900
Continuation Pay 21+ Years		80,097	81,699	83,333	85,000

\*Probationary step will become effective 11/29/2015

A Deputy Sheriff assigned to the Corrections Bureau appointed as a Corporal shall receive a salary equal to their current salary, plus 2%, at the time of their appointment. A Deputy Sheriff assigned to the Corrections Bureau who moves from a Corporal assignment back to Deputy will be moved back to the appropriate step on the Deputy Scale.

**Section 18.3- Call Back Pay**

Any employee called back to work by the employer outside of his regularly scheduled shift or on his scheduled day off shall be paid a minimum of two (2) hours pay at the applicable rate of the affected Employee, beginning at the time of arrival at the designated location and ending at the completion of the assignment or reason for call back. The provision of the two (2) hour minimum shall not apply if an employee is called back to correct their own error, wherein they shall only be compensated for time actually worked.

**Section 18.4-Stipends/Collateral Compensation**

C.E.R.T.- Any employee appointed to C.E.R.T. who fulfills all duties required by the C.E.R.T. Commander shall receive a pager stipend of \$25.00 per week for any time they are considered to be "On-Call."

## **ARTICLE 19- MISCELLANEOUS**

### **Section 19.1- Printing of Agreement**

The Union shall have the contract and any agreed upon Memoranda of Understanding printed, and the Employer shall be provided five (5) copies and all employees shall be provided a copy.

### **Section 19.2- Personnel Files**

Any employee may inspect his or her own personnel file twice a year as per the Personnel Record Review Act. This may be done at any time, which is mutually convenient to the Sheriff's Office and the employee. During this inspection a personnel staff member must accompany the employee.

### **Section 19.3- Retirement Stars and Identification**

The Sheriff shall issue retirement identification cards to retiring sworn personnel with a minimum of twenty (20) years of service and who are retiring in good standing. Retiring Personnel must return their regularly issued star and identification cards and are prohibited from retaining original issue stars or identification cards. The Sheriff shall issue retirement stars with the banner "RETIRED" to sworn personnel who are retiring in good standing with a minimum of twenty (20) years of service with the DuPage County Sheriff's Office.

### **Section 19.4- Residency**

Sworn employees of the Sheriff's Office shall reside within the geographic boundaries established by the Sheriff, per the attached map see Appendix B.

### **Section 19.5- Resignation: Voluntary Termination**

Employees shall submit their intent to resign, in writing, fourteen (14) days prior to the effective date of said resignation. Failure to give proper notification of resignation will result in the Employee's ineligibility for rehire or recommendation.

### **Section 19.6- Reimbursement of Training and Equipment Expenses**

Employees attending training shall be reimbursed for expenses relating specifically to such training in accordance with current DuPage County Travel/Business Reimbursement Regulations or as such regulations shall be modified or changed from time to time.

The employee shall be reimbursed for costs incurred in connection with attendance at certain Office authorized training courses, whether held within or outside of DuPage County, as approved by the Bureau Chief prior to the attendance of the course. The employee will also be reimbursed for attendance at luncheons, conferences and other job related occasions when requested to attend by the Office and approved by the employees Bureau Chief.

Any employee who wishes to voluntarily separate their employment within one year after completion of any specialized training provided by the Sheriff's Office understands that the costs of said training, uniforms and equipment provided, will be withheld from any final compensation or payments due them from the DuPage County Sheriff's Office.

Employees attending training, at the direction of the Office, shall be reimbursed for expenses relating specifically to such training in accordance with then existing reimbursement regulations.

**Section 19.7- Outside Employment**

Employees covered by this agreement who wish to work outside employment will submit their requests in writing to the Sheriff on the form approved by the Sheriff. Approval of such outside employment requests shall not be unreasonably denied by the Sheriff.

**Section 19.8- Rules and Regulations**

Unless otherwise stated and agreed to in this Agreement, Sheriff's Office General Orders, Rules, Regulations, and Policies shall be updated regularly to maintain compliance with all applicable codes and laws, including standards as determined by any accrediting body. The Sheriff retains the authority to make, change, update or alter any of the above in a manner that is neither arbitrary nor capricious unless otherwise agreed to in this agreement. Employees covered by this agreement shall be provided access to a copy of such rules, regulations, general orders and/or policies and procedures.

**Section 19.9- Temporary Light Duty**

Unless otherwise provided by law, the Sheriff or the Sheriff's Designee may at the Sheriff's or the Sheriff Designee's sole discretion approve temporary light-duty assignment requests. Requests for temporary light duty shall be submitted in accordance with General Order PER1-2.1 which may be reasonably modified by the Sheriff or his Designee from time to time.

**Section 19.10- Tuition Reimbursement**

The employees covered by this agreement shall receive tuition reimbursement benefits in accordance with the Tuition Reimbursement Policy from the County's Personnel Manual at Chapter 6.4, attached hereto in Appendix E.

**Section 19.11- Adoption Assistance**

The employees covered by this agreement shall receive adoption assistance in accordance with the Adoption Assistance Policy from the County's Personnel Manual at Chapter 6.7, attached hereto in Appendix F.

**Section 19.12- Survivor's Benefits**

Any members' eligible survivor, in the event of a line of duty death, is entitled to federal benefits provided for in the "Public Safety Officers Act" (42 U.S.C. 3796, et seq.). These benefits are provided through the federal government and not by the employer.

Additionally, members are provided with death benefits and disability protection through Illinois Municipal Retirement Fund, (IMRF). Details of these benefits are available through the County Personnel Department or through the Administrative Assistant in the Sheriff's Administrative Office. A deceased member's survivors may be eligible for other benefits provided by the State of Illinois, this section is not meant to be restrictive.

**Section 19.13- Pension Plan/Retirement**

All members are also covered by a pension plan as provided through the Illinois Municipal Retirement Fund as set forth in the Illinois Municipal Retirement Fund in the County Policy Manual at 6.2 attached hereto in Appendix D. In addition, the Sheriff's Law Enforcement Pension covers all Deputies. Complete details on eligibility requirements and extent of coverage are made available to the member at the time of employment.

**Section 19.14- Employee Retention Program**

All employees covered by this Bargaining Agreement shall receive retention payouts in accordance with the Employee Retention Policy from the County's Personnel Manual at Chapter 6.5, attached hereto in Appendix K.

**Section 19.15- Training Courses**

Employees may be given the opportunity to attend Sheriff's Office approved classes to further their education and improve job performance. Employees may be required to alter their regular work schedule to attend these Sheriff's Office approved classes. Mandatory classes attended during off-duty time will result in payment at the appropriate rate.

**Section 19.16- Weapons Qualifications**

Employees shall normally be required to qualify with their duty weapon a minimum of twice annually, and non-duty weapon annually. Employees unable to qualify will be required to attend remedial training as provided in OFF 4-99. The employee's duty weapon shall be kept in proper operating condition. The Sheriff will provide proper cleaning materials and ammo for duty weapon qualification. Qualifications for duty weapons will normally occur on duty without loss of pay; however an employee failing to qualify when time is provided on-duty will be required to qualify off-duty without pay. Qualification for off-duty weapons will be done without pay and with the employee's own ammunition.

## **ARTICLE 20- WORKING CONDITIONS**

### **Section 20.1- Work Environment**

The Employer shall endeavor to provide a reasonably safe work environment for all employees. The Employer, the Union, and all bargaining unit employees shall communicate as necessary to achieve this purpose.

### **Section 20.2- Communicable Diseases**

The current Personnel Policy OFF.4-33.3 is hereby incorporated into this Section of the Agreement. The Sheriff will maintain a policy that is in compliance with current ACA and OSHA standards.

### **Section 20.3- Safety Training for Field Work**

All employees shall participate in mandatory safety training during regularly scheduled work hours as required by the Sheriff. Employees will not be required to bear the cost of the training.

### **Section 20.4- Sub Contracting**

The employer will not subcontract work historically performed by the bargaining unit in a manner which violates 730 ILCS 140/1-4.

### **Section 20.5- Damage to Personal Property**

The employer agrees to repair or replace as necessary an employee's eyeglasses, contact lenses, prescription sunglasses up to a value of \$150.00 and watches up to a value of \$50.00, if such are damaged or broken, if during the course of the Employee's duties the Employee is required to exert physical force or is attacked by another person, and the damage did not occur through the fault of the employee. Any such incident is to be documented with the employee's immediate supervisor. The employee shall provide receipts prior to any reimbursement.

## **ARTICLE 21- UNIFORM**

### **Section 21.1- Uniforms**

Newly hired employees shall be given the following items and accessories. This list is subject to change based on factors including, but not limited to: product availability, changes in law or regulation, or operational needs of the Office. The number of each item is indicated:

#### A. Deputy Sheriff:

1. Jacket, year round - Navy blue – 1
2. Liner for above jacket - 1
3. Shirts - (summer), Short sleeve - 4
4. Shirts - (winter), Long sleeve - 4
5. Slacks - 4
6. Neckties - 2
7. Nameplates - 2
8. Velcro, or Plain Belt, - 1
9. Shoes - Black Oxfords - 1 pair
10. Gold Tie bar - 1
11. Glove Pouch - Plain Black - 1
12. Handcuffs - 1
13. Slim Line Cuff Case, Plain - 1
14. Sam Brown Belt – 1
15. Belt keeper - 4
16. Magazine Pouch–Double Automatic or Speed Loader Case - 1
17. Sheriff's Hat, Navy, Felt - 1
18. Black and Green Raincoat w/DuPage Screen - 1
19. Black Nylon Rain Hat Cover - 1
20. Riot Helmet - 1 (If Applicable)
21. Riot Conversion Kit - 1 (If Applicable)
22. Level II, Body Armor W/Cover - 1 (If Applicable)
23. Stab Resistant Vest – 1 (If Applicable)
24. Green Mesh Safety Vest w/Sheriff Screen - 1
25. Star - 1
26. Wallet Star - 1
27. Commission Card – 1
28. Master Gun Cable Lock - 1

All employees issued soft body armor or stab resistant vests are required to wear the soft body armor or stab resistant vest while performing the duties as a member of this Office unless exempted by medical documentation. All soft body armor or stab resistant vests issued shall comply with the current minimum protective standards prescribed by the National Institute of Justice. Employees shall wear only Office-approved body armor or stab resistant vests. Body armor or stab resistant vests shall be worn in accordance with the manufacturer's instructions and guidelines. Employees issued Office body armor are required to wear their body armor including all ballistic panels inserts in accordance with the manufacturer's guidelines. Employees issued Office stab resistant vests are required to wear their stab resistant vests including all panels or inserts in accordance with the manufacturer's guidelines. The Sheriff's Office shall replace body armor or stab resistant vests that is worn, damaged or expired as per manufacturer's recommendations. The employee shall pay for body armor or stab resistant vests that must be replaced due to the misuse or abuse by the employee. Wearing, care and maintenance of Office uniforms shall be in accordance with Office Policy PER 1-9 and COR 6-3.13.1

**Section 21.2- Clothing Allowance**

Employees covered by this agreement that are assigned to uniformed positions shall have the option to receive a letter of authorization one (1) time per year authorizing them to spend \$550.00 at the vendor that is currently under contract with the Employer to supply approved uniforms and equipment or in lieu of the clothing allowance authorization letter, opt to receive an amount added to their pay check one (1) time per year in the amount of \$550.00 to be added to their taxable income.

## **ARTICLE 22- EMPLOYEE DRUG, ALCOHOL AND OTHER TESTING**

### **Section 22.1- Employee Drug and Alcohol Testing Policy**

It is the policy of the Sheriff that the public has the absolute right to expect that persons employed by the Sheriff will be free from the effects of drugs and alcohol. Accordingly, the Employer may require employees to submit to random urinalysis testing and/or other appropriate drug and alcohol testing at a time and place designated by the Employer.

At the time of such testing, the employee may request that a blood sample be taken at the same time so that a blood test can be performed if the employee tests positive in the urinalysis test. If an employee tests positive in any such test, the test results shall be submitted to the Sheriff or his designee(s) for appropriate action. A portion of the tested sample shall be retained by the laboratory so that the employee may arrange for a confirmatory test to be conducted by a licensed clinical laboratory of the employee's choosing and at the employee's expense. The first time a non-probationary employee tests positive for drugs or alcohol in a test administered under this Section, the Sheriff, at his sole discretion, shall have the right to discipline the employee, up to and including termination.

The use, sale, purchase, delivery or possession of illegal drugs, abuse of prescribed drugs, failure to report to the Sheriff known adverse side effects of medication or prescription drugs which the employee may be taking, as well as being under the influence of alcohol or the consumption of alcohol while on duty or just before duty begins shall be cause for discipline, including discharge. For purposes of this Section, "under the influence of alcohol" shall be defined as a blood alcohol level of more than .02%, although a blood alcohol level of below .02% shall not preclude the Sheriff from establishing a violation of this Article by other means.

The Sheriff, or his designee, may also require an employee to submit to a urine and/or blood tests if the Sheriff determines there is reasonable suspicion for such testing. The illegal use, sale or possession of prescribed drugs at any time while employed by the Employer, abuse of prescribed drugs, as well as being under the influence of alcohol or the consumption of alcohol immediately before or while on duty, shall be cause for discipline up to and including termination.

### **Section 22.2- Prohibitions against use or consumption of Narcotics, Alcohol, or Other Substances Pursuant to this Agreement**

- A. Any location at which County or Sheriff's Office business is conducted, whether at the County Complex or any other worksite, is declared to be a drug-free workplace. This will include County vehicles and any private vehicles parked on County premises or work sites.
- B. All employees are prohibited from reporting for work with their physical or mental faculties adversely affected because of prior indulgence in alcohol, illegal drugs or through the misuse of prescription medications.
- C. Employees are generally prohibited from consuming alcohol during their work hours. For rare and special occasions an employee may request prior approval from their supervisor. Exceptions to this are members whose assignments may require them to consume alcohol in the course of their job duties (i.e., undercover assignments).
- D. All employees are prohibited from unlawfully manufacturing, distributing, dispensing, or using controlled substances in or outside of the workplace. The following is a partial list of controlled substances. The Personnel Division can provide a complete listing and explanation of controlled substances. Controlled substances for purposes of this policy include: Narcotics (heroin, morphine, etc.), Cannabis (Marijuana, hashish), Stimulants (cocaine, amphetamine, etc.), Hallucinogens (PCP, LSD, "designer drugs," etc.).

It is the employee's responsibility to inform their Department Head or Supervisor if the employee is currently on medication and is operating Sheriff's Office machinery or equipment. An employee may not have their work performance adversely affected by controlled substances or alcohol and still be in compliance with this policy.

### **Section 22.3- Over-the-Counter/Prescription Drugs**

In the interest of public and employee safety, employees will in good faith, notify the Employer of any known side effects of over-the-counter or prescription drugs which may adversely affect job performance. A "known side effect" is an effect of an over-the-counter or prescription drug of which the employee has been informed by a physician or has experienced in the past. Upon notification, the Employer may reassign the employee for the period of time during which the employee is affected. Such notification by an employee, standing alone, will not result in disciplinary action. The Employer is in no way limited by this section from taking action under the disciplinary section of this Agreement if employee abuse of over-the-counter or prescription drugs warrants such action.

### **Section 22.4- Type of Testing**

Where the Employer has a reasonable suspicion that the employee has consumed alcohol during the course of the work day, or used illegal drugs, the Employer has the right to require the employee to submit to alcohol or drug testing.

### **Section 22.5- Order to Take Test**

The Employer shall provide the employee at the time he/she is ordered to submit to testing with a written notice of the order, setting forth at least some of the facts and inferences upon which the Employer bases its conclusion of reasonable suspicion. The employee shall have the right, upon request, to consult with a union representative and/or counsel prior to any questioning, so long as the request does not unreasonably delay the testing process. Refusal to comply with the order to test shall subject the employee to discipline, but taking of a test shall not operate to waive any objection or rights the employee may have.

### **Section 22.6- Tests to Be Conducted**

The Employer shall use a clinical laboratory or hospital facility that is licensed per the Illinois Clinical Laboratory Act. The Employer shall establish a chain of custody procedure to insure the integrity of samples and test results, and shall not permit the employee or any other bargaining unit member to be part of such chain. Sufficient samples shall be collected so as to permit an initial, a confirmatory test, and a subsequent test to be arranged at a facility of the employee's choosing. The Employer agrees to pay for the subsequent test at the laboratory chosen by the employee if the subsequent test result is negative. The Employer agrees that testing shall be by gas chromatography/mass spectrometry (GCMS) or an equivalent scientifically accurate test. In cases where the Employer has probable cause to suspect alcohol consumption, the Employer may require the employee to submit to a Breathalyzer test or Intoximeter.

### **Section 22.7- Results**

As to drug testing, the Employer shall only be notified in the event that a sample has tested positive for a particular drug on both the initial and confirmatory test, and any information otherwise coming into the possession or knowledge of the Employer (e.g. insurance billings) shall not be used in any manner or forum adverse to the employee's interests. As to alcohol testing, test results showing a blood alcohol concentration of .02% shall be considered positive. The employee shall receive a copy of all test results received by the Employer.

### **Section 22.8- Right to Contest**

The Union and/or the employee shall have the right to contest and/or grieve any aspect of any testing under this Article, including the right to test, the order, the administration of the test, the significance or accuracy of the test, or

the consequences of the test results if such consequences do not result in discipline. Nothing herein shall waive or limit any rights employees may have concerning such tests that may arise outside the Agreement, which the employee may pursue with or without the Union.

**Section 22.9- Voluntary Request for Assistance**

No adverse employment action shall be taken in any manner or forum against any employee who voluntarily seeks assistance for alcohol or drug related problems, other than the Employer may temporarily reassign an employee if he/she is then unfit for duty in his/her current assignment. Provided, however, an employee who voluntarily seeks assistance for an alcohol or drug related problem more than one time may be subject to adverse employment actions. All such requests shall be held strictly confidential and not released or used in any manner or forum contrary to the employee's interests; and provided further, however, that this provision shall not apply where the employee is under investigation prior to voluntarily seeking assistance, or whose violation of this Article is about to be discovered.

**Section 22.10- Pre-Employment Testing**

Nothing in this Article shall prohibit the Employer from requiring and conducting pre-employment drug testing.

**Section 22.11- Employee Assistance Program**

A specific Employee Assistance Program (EAP) is offered through the County of DuPage. EAP is a confidential service that offers professional counseling and referral services.

Participation in EAP is voluntary. Services of the EAP are available to all Office members by request or supervisory referral. If further help is needed, an EAP counsel shall provide a referral to another appropriate community resource based on its referral policy.

## **ARTICLE 23- EMPLOYEE SOLICITATION**

### **Section 23- Employee Solicitation**

While the Employer acknowledges that bargaining unit employees may conduct solicitation of DuPage County merchants, residents or citizens, the Union agrees that no bargaining unit employee will solicit any person or entity for contributions on behalf of the DuPage County Sheriff's Office or the County of DuPage.

Bargaining unit members agree that the Office name, shield or insignia, communication systems, supplies and materials will not be used for solicitation purposes. Solicitation for the benefit of the collective bargaining representative by bargaining unit employees may not be done on work time or in a work uniform. The bargaining unit employees agree that they will not use the words "DuPage County Sheriff's Office" in their name or describe themselves as the "County of DuPage." Bargaining unit members shall have the right to explain to the public, if necessary, that they are members of an organization providing collective bargaining, legal defense and other benefits to all members employed by the County.

The foregoing shall not be construed as a prohibition of lawful solicitation efforts by bargaining unit members directed to the general public. Each party hereto agrees that they will comply with all applicable laws regarding solicitation.

This Section 23 does not apply to the solicitation efforts of the Policeman's Benevolent Labor Committee or any of its agents who are not bargaining unit employees.

## **ARTICLE 24- NO STRIKE OR LOCKOUT**

### **Section 24.1- Strike Prohibited**

The Union or any officers, agents, representatives or employees covered by this Agreement shall not in any way, directly or indirectly, call, instigate, authorize, promote, sponsor, engage in, participate in, encourage or condone any strike, sympathy strike, sit-in, slowdown, concerted stoppage of work, concerted refusal to perform overtime, mass resignations, mass absenteeism, or any other intentional interruption, disruption or the concerted interference with the full, faithful and proper performance of the duties of employment with the Employer, or any other intentional interruption of operations or other concerted refusal to obey lawful orders of the Employer or designee, or to ratify, condone or lend support to any such conduct or action against the Employer.

Any employee who violates any of the provisions of this Article may be subject to immediate discharge or otherwise disciplined by the Employer, at the discretion of the Employer. In the event of a violation of this Section of this Article the Union immediately shall disavow such action and instruct the employees to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations.

### **Section 24.2- Discipline of Strikers**

Any employee who violates the provisions of Section 24.1 of this Article may be subject to immediate discharge or otherwise disciplined by the Employer, at the discretion of the Employer.

### **Section 24.3- No Lockout**

The Employer agrees that it will not lock out employees during the term of this Agreement.

### **Section 24.4- Employer's Judicial Remedies**

Nothing in this Article shall be construed as a limitation upon the right of the Employer to seek judicial relief in the nature of injunctive relief and or money damages, or to discipline employees, if this Article is violated.

## **ARTICLE 25- ENTIRE AGREEMENT**

### **Section 25- Entire Agreement**

This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term unless otherwise expressly provided herein.

The parties acknowledge that, during the negotiations which resulted in 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, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, except as otherwise specifically provided herein, the Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, including the impact of the Employer's exercise of its rights as set forth herein on wages, hours of work or terms and conditions of employment.

## **ARTICLE 26- SAVINGS CLAUSE**

### **Section 26- Savings Clause**

If any Article, Section or portion of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, invalid, unenforceable or not in accordance with applicable statutes, by any board, agency or court of competent jurisdiction or by reason of any subsequently enacted legislation, such decisions or legislation shall apply only to the specific Article, Section or portion thereof and the remaining parts or portions of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties shall thereafter meet to negotiate over the provisions that are so declared. The terms of Article 21, No Strike Lockout shall remain in full force during the period of any such negotiations.

**ARTICLE 27- DURATION AND TERM OF AGREEMENT**

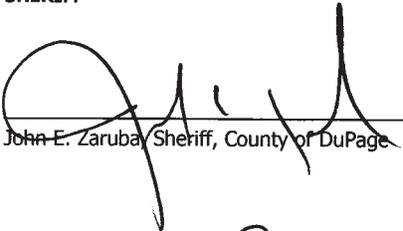
**Section 27- Duration and Terms of Agreement**

Unless otherwise specified herein, this Agreement shall be effective as of the first day of the first pay period after it is signed by both parties, and shall terminate at 11:59 p.m. November 30, 2015. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least ninety (90) days prior to the date of expiration or anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date.

Notwithstanding any other provision of this Article or agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless either party gives at least ten (10) days written notice to the other party of its desire to terminate this Agreement, provided such termination date shall not be before the anniversary date set forth in the preceding paragraph.

Executed this 20<sup>th</sup> day of MARCH, 2015 after ratification by the Union's membership and after receiving official approval by the County Board of DuPage County, Illinois.

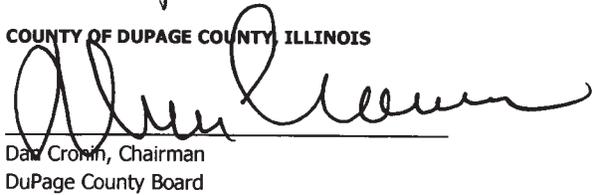
**SHERIFF**

  
John E. Zaruba, Sheriff, County of DuPage

**POLICEMEN'S BENEVOLENT LABOR COMMITTEE LOCAL #501**

  
Leo Penkala, President

**COUNTY OF DUPAGE COUNTY, ILLINOIS**

  
Dan Cronin, Chairman  
DuPage County Board

## Appendix A- Residency Boundaries

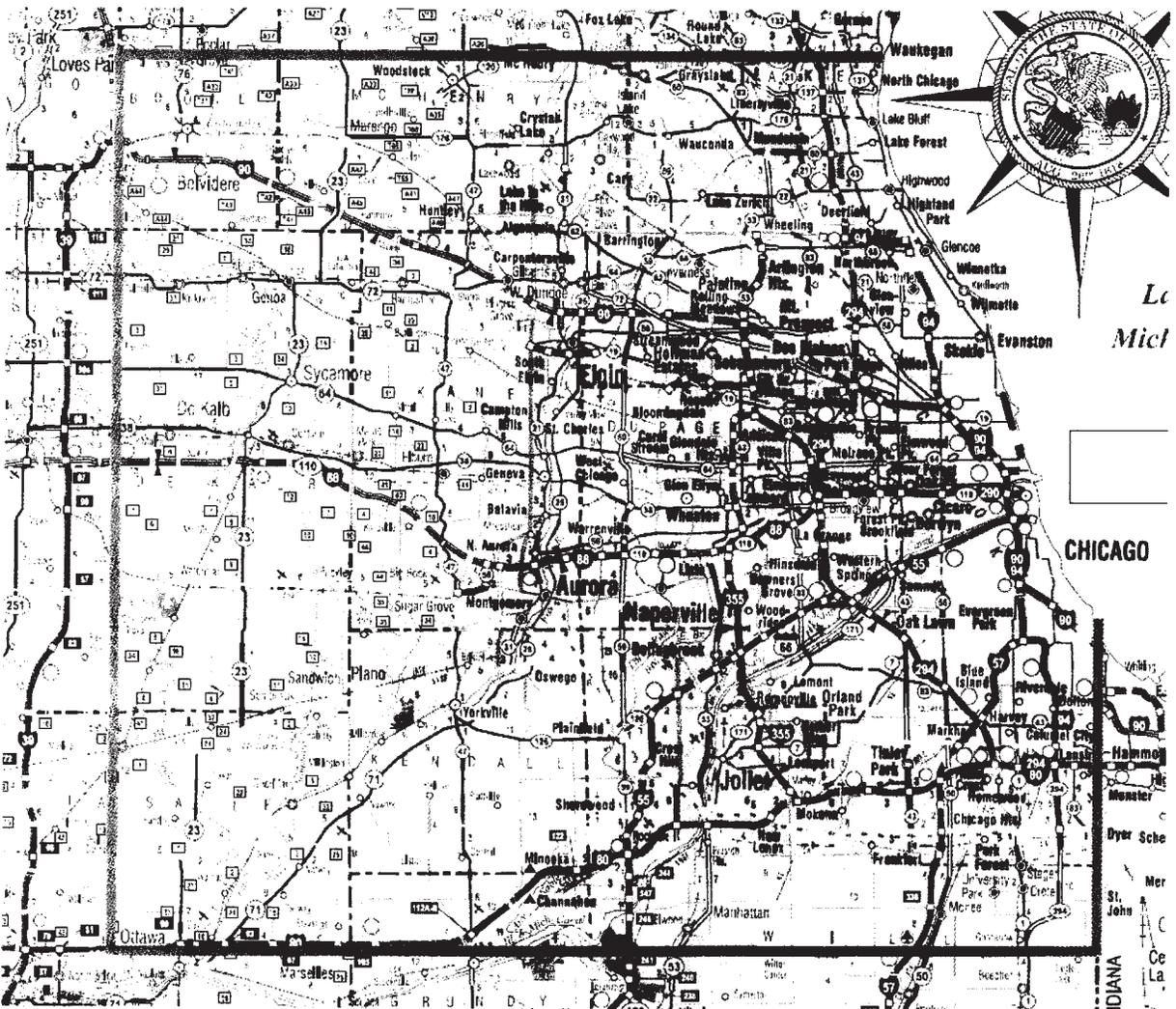
Sheriff's Office Revised Residency Boundaries (Effective April 2013)

**Northern Boundary-** From 76 and 121 due west to the western Boone County Line and due east to Lake Michigan

**Western Boundary-** Western Borders of Boone County and DeKalb County, with a straight line that extends south through LaSalle County to I-80

**Southern Boundary-** From where the Western Boundary intersects I-80 due East to the Indiana State Line

**Eastern Boundary-** Lake Michigan to the Indiana State Line



Rules and Regulations on use of Sheriff's Office vehicles remain the same.

## **Appendix B- Workers Compensation**



### **Policy 6.3 Workers' Compensation**

Effective Date:  
9/14/10

Applicable Law/Statute:  
820 ILCS 305

Source Doc/Dept.:  
None/HR

Authorizing I.C. Sec.:  
None

Last Amended Date:  
2/28/12

## **WORKERS' COMPENSATION**

**6.3**

### **POLICY**

It is the policy of DuPage County to follow State and Federal laws that provide Workers' Compensation for employees who experience job related injuries or illnesses.

### **ELIGIBILITY**

- All employees regardless of employment status.

### **GUIDELINES**

- A. Workers' Compensation is a statutory requirement provided by law to all eligible workers who sustain job-related injuries or illnesses. Guidelines and procedures are in accordance with state and federal requirements of the Workers' Compensation Act.
- B. Eligible employees are entitled to receive benefits for compensable work-related injuries or illnesses. Benefits include payment for all medical and rehabilitative care and, in cases that involve lost time, Temporary Total Disability benefits (TTD).
- C. An employee who is unable to work as the result of a work-related injury or illness will be placed on Family Medical Leave, if eligible, and will be subject to applicable guidelines regarding benefit continuation and continued employment as stated in Personnel Policy 5.9: Family Medical Leave.

The Human Resources Department works with a third party administrator to administer Workers' Compensation Benefits.

### **PROCEDURES**

1. An employee who sustains a work-related injury is required to notify their supervisor immediately. If the supervisor is not immediately available, the employee must contact the Department Head or the Human Resources Department to record the work related incident. If necessary, the employee will be sent for medical treatment. A post-accident drug and/or alcohol test may be required of all employees requiring medical treatment. Positive drug and/or alcohol tests will be subject to disciplinary action, not to exclude

Page 1

termination for a first offense in compliance with Personnel Policy 7.6: Drug Free Workplace.

2. The employee will complete the Employee Statement of Injury/Illness as soon as possible. The supervisor will complete the Supervisor's Statement of Injury/Illness. If an employee refuses medical treatment, the supervisor should document the employee's refusal. Forms are available from the Human Resources Department and on the County intranet under Human Resources/Worker's Compensation.
3. The employee is responsible for informing the treating physician that the injury is work-related and that all claims should be forwarded to the Human Resources Department. The claim is then submitted to the third party administrator for review.
4. Follow up visits, physical therapy, etc, should be scheduled during non-working hours, as this time off is not covered under Workers' Compensation. An employee who takes time during their work day to attend follow-up visits, PT, etc, must use their accrued sick time.
5. Employees who receive Temporary Total Disability (TTD) benefits are not eligible for IMRF disability benefits. However, the employee should contact IMRF if they will be unable to work for thirty (30) or more days in order to maintain service credits and death benefits. (Personnel Policy 6.2: Illinois Municipal Retirement Fund)
6. The employee is responsible for notifying their supervisor or the Human Resources Department when they are released to return to work from a work-related injury or illness. Written notice from the physician, specifying work restrictions, if any, is required before the employee can return to work.
7. The Human Resources Department can be contacted at any time to obtain necessary forms or to receive clarification of Workers' Compensation procedures.

Information and forms on Worker's Compensation can be found on the intranet under the Human Resources tab at <http://inside.dupageco.org/HR/Pages/Workers-Compensation.aspx>

## Appendix C- IMRF Disability



### **Policy 6.2**

### **Illinois Municipal Retirement Fund**

Effective Date:  
9/14/10

Applicable Law/Statute:  
40 ILCS 5/7

Source Doc/Dept.:  
None/HR

Authorizing I.C. Sec:  
None

Last Amended Date:  
2/28/12

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## **ILLINOIS MUNICIPAL RETIREMENT FUND**

**6.2**

### **POLICY**

It is the policy of DuPage County to provide employees and their families income protection in the event of disability, retirement or death. This protection is provided through the Illinois Municipal Retirement Fund (IMRF).

### **ELIGIBILITY**

- All full-time and part-time employees hired after February 25, 1992 who are budgeted to work at least one thousand (1,000) hours per year are required to participate in and to contribute to IMRF. All regular full-time and regular part-time employees hired before February 25, 1992 who are budgeted to work at least six hundred (600) hours per year are required to participate in and to contribute to IMRF.

### **GUIDELINES**

A. An employee who has twelve (12) consecutive months of service and cannot perform the duties of their position because of illness or injury lasting more than thirty (30) days may be eligible for IMRF disability benefits.

#### **B. IMRF Sole Authority**

IMRF is the sole authority in determining benefit eligibility and the amount of benefit payments.

#### **C. IMRF Retirement Benefits**

1. Retirement benefits are based on the employee's length of service credit and salary. Contributions to the retirement fund are mandatory for eligible positions and are deducted from the employee's salary each pay period.
2. An employee who terminates employment prior to qualifying for retirement benefits may request a refund of their own contribution.

3. An employee who is eligible for pension benefits is not eligible for a refund.
4. Benefits statements are provided by IMRF to participating members. Employees may request an estimate of benefits from IMRF at any time to obtain an approximate projected retirement benefit figure.

**D. IMRF Disability Benefits**

1. IMRF disability benefits may begin on the 31<sup>st</sup> day of an eligible employee's absence due to injury or illness and equal 50% of average monthly earnings. The employee must apply for this benefit through IMRF. Forms are available in the Benefits Division.
2. An eligible employee who is absent for a period of three (3) days due to illness or injury may be placed on Family Medical Leave and be subject to applicable guidelines regarding benefit continuation and job security. (Personnel Policy 5.9: Family Medical Leave)
3. Employees who are unable to work in excess of thirty (30) days due to a work-related injury or illness should contact IMRF in order to maintain service credits and death benefits. (Personnel Policy 6.3: Workers' Compensation)

**E. IMRF Death Benefits**

1. The amount IMRF pays, as a death benefit, will vary depending upon the amount of the employee's service credit.
2. Upon the death of a participating IMRF member who has at least one (1) year of service, their named beneficiary is eligible for a death benefit as determined by IMRF.

**PROCEDURES**

1. Information regarding IMRF enrollment and benefits is distributed to new employees during orientation. Additional information is available from the Human Resources Department.
2. It is the employee's personal responsibility to keep information on file related to their retirement fund (i.e. name, address, and beneficiary) up-to-date.
3. Employees who plan to retire from the system are encouraged to contact IMRF at least ninety (90) days in advance of the anticipated retirement date to secure an estimate of benefit information.
4. As soon as it is anticipated that an employee may be absent for an extended period of time, the employee should notify their Supervisor.
5. Prior to returning to work, the employee may be asked to obtain a note from the doctor approving their return to work on a specified date and noting any restrictions. If

restrictions are noted, the Department Head or supervisor will consult with the Human Resources Department and determine whether and how the restrictions may be accommodated.

6. It is the employee's responsibility to notify their supervisor if the situation changes and if they will be unable to return to work as scheduled.

Information and forms on Illinois Municipal Retirement Fund can be found on the intranet under the Human Resources tab at [http://dupage.dupageco.org/HR/index.cfm?doc\\_id=49](http://dupage.dupageco.org/HR/index.cfm?doc_id=49)

**Appendix D- Special-Duty Details**

**GENERAL ORDER NUMBER:** OFF 4-93

**EFFECTIVE DATE:** 08/25/09

**REFERENCES:** CALEA 22.3.4

**CHAPTER:** Outside Employment

**SUBJECT:** Special-Duty Details

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**I. POLICY:**

To provide off-duty sworn personnel of all Bureaus a fair and equitable opportunity to participate in special-duty details requested by private citizens and/or businesses.

**II. PURPOSE:**

To establish guidelines and procedures for special-duty details to include:

- A. Criteria for approval
- B. Administration
- C. Supervision
- D. Duties and responsibilities

**III. DEFINITIONS:**

As used in this document the following definitions shall apply:

- A. Workweek - A seven day period beginning at 0001 hours Sunday and ending 2400 hours Saturday.
- B. Employment - The provision of a service, whether in exchange for a fee or other service.
- C. Part-time employment – Employment while off-duty that does not entail either the actual or implied use of police authority.
- D. Special-duty detail – Employment while off-duty that entails the use of police authority.

**GON: OFF 4-93**

**CHAPTER: Outside Employment**

**SUBJECT: Special-Duty Details**

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**IV. ADMINISTRATION:**

The Office of Professional Standards shall be responsible for the overall administration and supervision of the Special-Duty Detail program.

All inquiries for special-duty details shall be directed to the Special Assignments Assistant, Office of Professional Standards for evaluation and content based on current requirements of the program.

If the request meets at least the minimum criteria for authorization of a detail, the Assistant shall prepare a Request for Special Details form and submit it to the Director through the chain of command for initial approval. The detail request form shall be placed in a prescribed common location for qualified Deputies to observe and indicate their request to be considered for the detail. The complete detail listings will be available for viewing and sign-up seven days a week between the hours of 0800 and 1600. Deputies will be required to indicate in a logbook the times that they viewed the detail listings. This logbook will be maintained at the same location. Deputies must sign only in the appropriate slot for the detail with their signature and are prohibited for signing for other deputies not present. The deputy's signature is a commitment he/she is obligated to fulfill.

When sufficient personnel have indicated their request to be authorized to work the detail, the Assistant shall recover the special-duty detail form and submit it for final approval.

No Office member shall accept or make arrangements for a special-duty detail without prior authorization from the Office of Professional Standards except in extenuating circumstances. Only the on-duty Patrol Watch Commander shall accept and staff emergency requests for a special-duty detail based on Office guidelines and with written notification forwarded immediately to the Office of Professional Standards.

Members working special-duty details shall be afforded the same worker's compensation benefits as are provided for members who are serving in an on-duty status.

Special-duty details may be suspended, canceled or terminated at any time by the Sheriff.

**V. SPECIAL ASSIGNMENTS ASSISTANT DUTIES AND RESPONSIBILITIES:**

The Special Assignments Assistant shall be responsible for the following including, but not limited to:

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- A. Inquiring from the requestor what services they are seeking and whether or not an Office vehicle will be needed for use during the detail.
- B. Informing the requesting citizen or business agent of the fees charged by the Office for special-duty details.
- C. Informing the requesting citizen or business agent that all fees shall be paid by check, made out to DuPage County. Permanent, ongoing details shall be billed on a monthly basis.
- D. Invoicing the vendor for hours worked and reconciling checks received with outstanding invoices. Checks shall then be given to the Administrative and Support Services Bureau Chief for deposit into the county's General Fund.
- E. Informing the requesting citizen or business agent that payment to the Deputy working the special-duty detail shall be by check, payable to DuPage County.

If a Deputy has difficulty receiving payment for a detail, the Office of Professional Standards is to be informed and shall assist the Deputy in receiving payment.

- F. Providing the Sheriff, Law Enforcement Bureau Chief, Corrections Bureau Chief, Administrative Bureau Chief, Patrol Division Watch Commanders and Communications Center a daily listing of all special-duty details being worked, to include:
  - 1. Type of detail
  - 2. Location of detail
  - 3. Time of detail
  - 4. Personnel working the detail
  - 5. Any special information concerning the detail
- G. Advising the Director of the Office of Professional Standards of the termination of any permanent or on-going details.
- H. If the detail is within an incorporated municipality, notifying the local police department of the detail and all necessary information pertaining to the detail. The Assistant shall document the date, time and the individual contacted.

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- I. Ensuring that details are distributed fairly and equitably to all interested, qualified, sworn personnel in all Bureaus and sections of the Office.
- J. Maintaining complete records of all details, including permanent and on-going details.

**VI. CRITERIA FOR DETAILS:**

- A. Special-duty details shall be accepted only within DuPage County. Under no circumstances shall details be accepted or authorized outside of DuPage County.
- B. Office members with the rank of Major or above are proscribed from working special-duty details. The exception to this criterion will be for the coordination of a special event as directed by the Sheriff.
- C. Members may work a maximum total of 20 hours of special-duty details, part-time employment or a combination of special-duty details and part-time employment in any given workweek. In addition, members may work a maximum total of 16 hours in any 24-hour period including regular duty, special-duty details and part-time employment. Court time occurring outside a member's regularly scheduled duty hours, additional time worked due to arrests made at the end of a shift and conditions that require overtime for reasons of public safety shall not count as time worked for purposes of determining the 16 hour maximum limitation contained in this section.
- D. Exceptions to section B above:
  - 1. Members who take a vacation day to work a special-duty detail may work a maximum total of 10 hours of special-duty on that day.
  - 2. Members who take a week of vacation to work a special-duty detail may work a maximum total of 40 hours during that workweek on that special-duty detail.
- E. No member may accept cash for any service nor gift, gratuity or reward as described in REG 3-1, T. REGULATION 20.
- F. Generally the following types of details shall be authorized:
  - 1. Traffic control

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2. House moves
  3. Security for special events
  4. Security for facilities or parking lots
  5. Details shall not be accepted which would require Deputies to act as bouncers or to check the identification of persons.
  6. Details shall not be accepted which would require Deputies to work at an establishment that engages in the business of selling or dispensing alcoholic beverages.
- G. The primary factor for acceptance and authorization of special-duty details shall be based on the best interest of the Office in furthering professionalism, protecting the reputation of the Deputy and the Office, and ensuring that the Office receives full and faithful service in return for its expenditure of resources.

**VII. USE OF OFFICE EQUIPMENT AND VEHICLES FOR DETAILS:**

- A. Uniforms - Deputies shall wear the complete seasonal Class "B" uniform as prescribed in Office Written Directives (PER 1-9) including traffic vests which shall be worn for all traffic related details. Other special unit uniforms are prohibited during a detail. The only exception to this may be when the Director determines that plainclothes shall be authorized due to the nature of the detail and at the request of the private citizen or business contracting the detail.
- B. Office Vehicles - The use of Office vehicles is authorized for details requiring a vehicle or at the request of the person contracting the detail. The person contracting the detail shall agree to pay a predetermined fee to the Office for the use of the vehicle.

Deputy's assigned vehicles may use their vehicle for traveling to and from special-duty details. However, the vehicle shall not be used on the detail unless the Office is reimbursed for the use of the vehicle. Under no circumstances will marked vehicles be parked in the parking lots of establishments that engage in the business of selling or dispensing alcoholic beverages.

Deputies are subject to call out in emergencies whenever they are in the possession of an Office vehicle. The assignment of the emergency shall take precedence over the detail.

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- C. Portable Radios - When available, Deputies working details shall be provided with portable radios. In the event there are not enough portable radios for all personnel working special-duty details, the on-duty Patrol Division Watch Commander shall assign portable radios on a priority basis. Deputies' assigned portable radios shall keep their radios on at all times during a detail.
- D. Highway Flares - Deputies working special-duty details, where the use of an Office vehicle has been authorized, may use those highway flares with the vehicle as necessary. Deputies working details where an Office vehicle is not authorized may not use highway flares issued by the Office.
- E. Other equipment - Other Office equipment may be used only when the Office is compensated for the equipment.

**VIII. PATROL WATCH COMMANDER; DUTIES AND RESPONSIBILITIES:**

The on-duty Patrol Division Watch Commander shall be responsible for:

- A. Ensuring that Deputies working details are properly equipped for the detail. This may be accomplished either by personally issuing equipment or through checks made by the Patrol Sergeant.
- B. Announcing to on-duty Patrol personnel those details being worked during the Watch period ensuring that Deputies are aware of all details being worked in their assigned patrol beat. This announcement shall include;
  - 1. Where the detail is being worked
  - 2. The hours of the detail
  - 3. Who is working the detail
  - 4. Type of detail
  - 5. Whether or not the Deputy on the detail has a radio
- C. Verifying details being worked for other law enforcement agencies

**IX. SUPERVISION:**

- A. While working special-duty details Deputies, regardless of rank assignment or Bureau, shall be subordinate to the on-duty Patrol Division Watch Commander.
- B. The Patrol Sergeant, whenever possible during their tour of duty, shall make checks on Deputies working details.

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- C. When more than two Deputies are working a detail, one of them shall be designated as Supervisor for the detail. The Detail Supervisor shall act as liaison between the Office and persons requesting the detail.

**X. DEPUTIES DUTIES AND RESPONSIBILITIES:**

Compensation for special-duty details will be added to the Deputy's regular pay and included as part of paychecks. All appropriate deductions (taxes, etc.) will be automatically taken. Special detail compensation will also be included in computations for IMRF and SLEP benefits.

- A. Deputies may work only those special-duty details arranged or authorized by the Office. All arrangements and authorizations shall be through the Office of Professional Standards. All deputies must have completed their:

1. Probationary period
2. Basic training
3. Current weapons qualification
4. Traffic direction training
5. Arrest procedures training

Authorization to participate in special-duty details prior to completion of the one-year probationary period may be given only by the Sheriff.

- B. Deputies may not engage in special-duty details while on:

1. Sick day
2. Sick leave
3. Administrative leave
4. Emergency leave (i.e. death in family)
5. Family leave
6. Maternity leave
7. Military leave
8. Workman's compensatory status
9. Light duty
10. Suspension day(s)

- C. While working special-duty details, Deputies shall comply with and be governed by all Office Written Directives. Failure to do so may lead to disciplinary action and/or revocation of permission to work special-duty

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details.

- D. Deputies working special-duty details shall, upon arrival at the detail location, notify the Communications Center and request a complaint number for that detail. After completing the detail, the Deputy shall notify the Communications Center for assignment of the completion time.

Any Deputy who works an approved special-duty detail shall recover the CADS sheet from the Special Details tray in the Communications Center, indicate the number of hours they worked the detail and sign off with their signature. In addition the Deputy shall fill out an overtime slip indicating the hours worked, attach the CADS sheet to the overtime slip and submit both to the Office of Professional Standards within four days for approval.

If several Deputies work the same detail, the Deputy calling in the initiation of the detail shall print the names and computer numbers of the other Deputies and the hours and numbers of hours worked on the bottom of the CADS sheet and affix his/her signature. Each Deputy working the detail shall fill out an overtime slip, attach a copy of the CADS sheet to it and submit both to the Office of Professional Standards for approval. Situations occurring during the course of a detail shall be reported as outlined in paragraph E of this section.

- E. Deputies shall prepare a separate report documenting the following situations as they occur during the detail, (in addition to all applicable Office reports):

1. Criminal activity
2. Arrests
3. Assists to other agencies
4. Emergency situations (fires, injured persons, traffic accidents, etc.)
5. Towed vehicles
6. Other unusual circumstances regarding the detail

- F. While working special-duty details, Deputies may not:

1. Act as bouncers
2. Check the identification of persons for entry or attendance
3. Perform duties or engage in activities that would give the impression that the Deputy or the Office was condoning any criminal or immoral activity.

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4. Perform duties, which would be in conflict with Office Written Directives.
  5. Perform any duties, engage in any activity or permit any behavior, which would be in violation of Federal, State or local statutes.
  6. Engage in any activity, which would tend to bring discredit to the Deputy or the Office.
  7. Accept cash for payment
  8. Enter establishments engaged in the business of selling or dispensing alcoholic beverages except on police business
- G. In the event that a Deputy from any division other than the Law Enforcement Bureau is involved in an arrest in an unincorporated area and the arrestee's vehicle has to be towed, the following procedures shall be followed:
1. The arresting Deputy shall contact the Communications Center to initiate an incident report number. A Law Enforcement Bureau unit will be requested to assist the arresting Deputy inventory the involved vehicle, prepare the vehicle tow report and transport the prisoner.
  2. In the event the arrest takes place in another Department's jurisdiction, that Department shall be contacted and requested to dispatch a unit to handle the incident.
- H. Restrictions
1. Deputies are required to sign for requested details "in-person" for themselves only. Reserving or inquiring about details via telephone is prohibited.
  2. Deputies are not permitted to remove any sheet or list from the designated special-duty sign-up area.
  3. Deputies will not alter or remove names of others from the list.
  4. Deputies will not reserve dates and times with their own signature with the intent of re-assigning those slots to other deputies.
  5. **Registration for details is to be conducted on off-duty time. Deputies are not allowed to register for special duty details while on duty. On duty time, for the purposes of this policy, is the time inclusive of the scheduled reporting for duty time until the scheduled end of the respective watch.**

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6. **After signing the Special Duty Detail Log Book, in person, and indicating the date and time the Deputy arrived to register for details, Deputies registering for details shall do so in the order they appear in the book.**
7. **Deputies may not sign in on the Special Duty Detail Log Book prior to the actual date that they are present to register for details.**
8. **After signing the Special Detail Log Book, if the Deputy leaves the designated registration area, the Deputy forfeits their place in line for detail registration and must re-sign the book with the new time.**
9. **If it is determined that a Deputy who signed up for any detail has violated any of the above listed items, their name will be removed for the detail sign-up sheets and those open positions within the detail will be reposted.**
10. **Any subsequent violations may lead to further sanctions, including suspension from extra duty details.**

I. Violation of policy

Should a conflict arise and a deputy cannot fulfill his/her detail obligation the deputy shall contact the Office of Professional Standards at 682-7469 to report the problem no later than 72 hours prior to the original commitment. The Office of Professional Standards (not the deputy) will then make the necessary changes to the lists. Repeat changes in scheduling conflicts from the same deputy may result in a recommendation for disciplinary action and/or suspension from special-duty details.

The Office of Professional Standards is responsible for reviewing all violations of this General Order. Individuals found to be in violation shall receive a written warning for their first offense. The second violation may result in a suspension from special-duty details for a period of thirty days and/or a recommendation for further disciplinary action. Subsequent violation(s) may result in a one-year suspension in eligibility.

## Appendix E- Tuition Reimbursement



<b>Policy 6.4</b>	<b>Tuition Reimbursement</b>		
<u>Effective Date:</u> 9/14/10	<u>Applicable Law/Statute:</u> None	<u>Source Doc/Dept.:</u> None/HR	<u>Authorizing I.C. Sec.:</u> None
<u>Last Amended Date:</u> 2/28/12, 7/9/13			

### **TUITION REIMBURSEMENT**

**6.4**

#### **POLICY**

It is the policy of DuPage County to provide educational assistance for eligible employees who want to further their education in courses that are work-related. DuPage County is committed to the career growth and development of its employees by enhancing their knowledge and skills through further education.

#### **ELIGIBILITY**

- All full-time employees who have completed one (1) year of continuous employment with DuPage County.

#### **GUIDELINES**

- A. Funds for tuition reimbursement may be allocated at the discretion of the County Board at the beginning of the fiscal year. Funds are available on a first come first served basis.
- B. Approval for the course must be obtained in advance from the Department Head. Upon approval, tuition will be reimbursed if the course is directly related to the employee's present position, job family or part of a job-related degree or program. The Department Head and the Human Resources Director, or designee, will determine whether a course is directly related to an employee's current job duties or a foreseeable future position.
- C. The course must be taken for college credit at an accredited educational institution. The amount reimbursable is a maximum of \$1,500 per calendar year as determined by the last day of scheduled classes.
- D. Reimbursement for any non-credited courses must receive prior approval from the Department Head and the Director of Human Resources.
- E. Funding for approved courses will be consolidated in the Human Resources Department Budget for overall County-wide distribution.
- F. Tuition will be reimbursed at 100%, up to the \$1,500 annual maximum, upon completion of the course, providing a grade of C or better is obtained.

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## PROCEDURES

1. Pre-approval for course eligibility must be obtained from the Department Head and the Human Resources Director or designee. Pre-Approval Forms for tuition reimbursement are available on the internet or in the Human Resources Department.
2. The request for pre-approval must be filled out by the employee, signed by the Department Head or Elected Official and submitted to the Human Resources Department prior to the start of the course.
3. Receipts for reimbursement must be turned into the Human Resources Department no more than (90) days after completion of the course.
4. Reimbursement will be paid to the employee upon submission of the required documentation on the next available pay date, in accordance with payroll deadlines.

## EXCEPTIONS

The following are not covered under the tuition reimbursement policy:

- Books
- Lab fees
- Seminars
- Travel/Parking expenses
- Certifications and/or licenses required to meet the minimum requirements of a position.

The Tuition Reimbursement form is available on the internet under the Human Resources tab.

**Appendix F- Adoption Assistance**



<b>Policy 6.7</b>		<b>Adoption Assistance</b>	
<u>Effective Date:</u> 9/14/10	<u>Applicable Law/Statute:</u> None	<u>Source Doc/Dept.:</u> None/HR	<u>Authorizing I.C. Sec.:</u> None
<u>Last Amended Date:</u> 2/28/12			

**ADOPTION ASSISTANCE**

**6.7**

**POLICY**

It is the policy of DuPage County to provide assistance to all employees who are building families by providing eligible employees with adoption benefits including financial assistance, paid time off, and a pretax reimbursement account.

**ELIGIBILITY**

- All full-time employees under County Board Jurisdiction who have been continuously employed with DuPage County for one (1) year.

**GUIDELINES**

**A. Reimbursement**

1. Eligible adoption-related expenses will be reimbursed to a maximum of \$1,500 per child per year.
2. Eligible expenses include:
  - a. Agency and placement fees
  - b. Medical expenses of the birth mother
  - c. Medical expenses of the child prior to adoption
  - d. Transportation and lodging expenses
  - e. Expenses to meet the needs of a special needs child are eligible in the case of U.S. special needs adoptions

**B. Adoption Leave**

Adoption leave time may be used either pre or post adoption and will be considered as part of the twelve (12) weeks allowed under the Family and Medical Leave Act

(Personnel Policy 5.9: Family Medical Leave). For more information on adoption leave, please contact a Benefits Representative.

#### **PROCEDURES**

1. All reimbursements will be consistent with the provisions of Section 137 of the IRS code.
2. A portion of the reimbursement amount may be taxable for employees whose family income exceeds \$75,000 per year.
3. Within thirty (30) days of notification that a child will be placed in an employee's home, they should contact a Benefits Representative.
4. Documentation of the placement and adoption petition as well as itemized receipts for expenses incurred for reimbursement will be needed.

#### **EXCEPTIONS**

- Adopted children must be under eighteen (18) years of age to be considered for this benefit.
- This policy does not apply in the case of the adoption of a stepchild.

The [Adoption Assistance Reimbursement Request form](#) is available on the internet under the Human Resources tab.

**Appendix G- Request to Add Name for Overtime**

**TO: Sheriff John E. Zaruba, via the Chain of Command**

**FROM:**

**DATE:**

**RE: Request to be ADDED to Voluntary Overtime call list**

I, \_\_\_\_\_, hereby request to be ADDED to the  
(Print name and badge number here)

voluntary overtime call list. I understand that by submitting this request I will be contacted for voluntary overtime should the opportunity arise and that I must submit a Request to be Removed from the Voluntary Overtime call list should I wish to not be contacted for voluntary overtime in the future. I also understand that failure to answer the attempts at contact for voluntary overtime will be documented as a refusal to accept the overtime.

**Appendix H- Remove Name for Overtime**

**TO: Sheriff John E. Zaruba, via the Chain of Command**

**FROM:**

**DATE:**

**RE: Request to be REMOVED from Voluntary Overtime call list**

I, \_\_\_\_\_, hereby request to be REMOVED from  
(Print name and badge number here)

the voluntary overtime call list. I understand that by submitting this request I will NOT be contacted for voluntary overtime should the opportunity arise and that I must submit a Request to be Added to the Voluntary Overtime call list should I wish to be contacted for voluntary overtime in the future.

**Appendix I- Severance Pay**

**B. Severance**

**Pay**

**Policy**

1. The following schedule of severance pay shall apply in those cases where a layoff condition exists:

YEARS OF SERVICE	DAYS PAID
1 year + 1 day through 2 years	10 days
3 years + 1 day through 5 years	15 days
6 years + 1 day through 10 years	25 days
11 years + 1 day through 15 years	35 days
16 years + 1 day through 19 years	45 days
20 years or greater	50 days

2. There may be special circumstances in which it is in the best interest of DuPage County to increase or decrease the severance payout.
3. When the recommendation for payout is more or less than the authorized schedule or up to two (2) times the authorized schedule, the Director of Human Resources shall approve the payout with concurrence of the County Board Chairman. Additionally, the County Board Finance Committee Members shall be notified of the payout by confidential memorandum.
4. If the payout recommendation is greater than two (2) times the authorized schedule, the Director of Human Resources, with the concurrence of the County Board Chairman, shall present the recommendation to the County Board Finance Committee for their authorization during Executive Session, as provided by law.

### C. Recall

1. An employee on layoff status is eligible for recall by applying to the re-employment registry in the Human Resources Department within one (1) month from the effective date of their layoff.
2. Applicants who are on the re-employment registry will be considered before external candidates. The re-employment registry applies to any position for which the employee is qualified for a period of one (1) year from the date of their layoff.
3. Upon a recall, within one (1) year from the date of layoff, the employee will have an adjusted service date for the purposes of benefit accrual. Vacation, sick days and floating holidays will be calculated using the adjusted service date to include credit for the previous employment period within the County.

### **Appendix J- Payout of Vacation**

Employees may carry over up to eighty (80) hours of vacation from one (1) year to the next according to their normally scheduled bi-weekly hours. If an employee wants to carry over more than eighty (80) hours of vacation, the employee should submit a written request to their Department Head and the Director of Human Resources. Any vacation carried over in excess of eighty (80) hours must be used within the first quarter. The excess carry-over vacation cannot be sold.

Once an employee has completed five (5) years of continuous service, they may elect to receive monetary payment for up to five (5) days or 37.5/40 hours of their earned vacation accrual at full value, in full day increments. Upon completion of fifteen (15) years of continuous service, and employee may elect to receive monetary payment for up to ten (10) days or 75/80 hours of their earned vacation accrual at full value, in full day increments. An employee is eligible to receive this payment one (1) time per calendar year.

If an eligible employee elects to sell vacation time, the “pay date” determines the calendar year. For example, if an employee is requesting a payment at the end of the year, (December), the “pay date” is the following calendar year (January). An employee will not receive this payment if the vacation time is unearned.

Upon initial hire, up to fifteen (15) days of vacation may be approved and may continue until the vacation days paid annually catches up to the employee (4 -9 years) for Exempt Level employees. Prior to an offer of additional vacation, approval must be received from the Chief of Staff and Director of Human Resources.

For an employee that has completed one (1) year or more of service, upon separation or layoff the employee will receive monetary compensation for any accrued, unused vacation time.

Separated employees will receive any earned vacation payout on their last paycheck

**Appendix K- Employee Retention**



**Policy 6.5 Employee Retention**

Effective Date:  
9/14/10

Applicable Law/Statute:  
None

Source Doc/Dept.:  
None/HR

Authorizing I.C. Sec.:  
None

Last Amended Date:  
2/28/12

**EMPLOYEE RETENTION**

**6.5**

**POLICY**

It is the policy of DuPage County to provide retention incentives in order to provide long-term employees additional income protection for retirement in the form of a capital accumulation program.

**ELIGIBILITY**

- All full-time and part-time employees who participated in the Illinois Municipal Retirement Fund and began their employment with DuPage County on or before November 30, 2002.
- Eligibility begins at age fifty-five (55) and ten (10) years of continuous service or twenty (20) years of continuous service independent of age.

**GUIDELINES**

- A. At the time of voluntary separation or layoff, retention benefits will be paid based on the following schedule and eligibility:

<b>Continuous Years of Service</b>	<b>Total Days</b>
10 years	50 days
15 years	90 days
20 years	120 days

- B. For purposes of this policy, continuous service will be calculated from the earlier date of hire with DuPage County unless there has been a gap of over one year, in which case the most recent date of employment would be used to calculate retention benefits. Last day worked will be considered the final day of service.

## **PROCEDURES**

1. Payment for applicable days will be made upon notice of separation.
2. If gap in service is one (1) year or less, any retention paid previously will be deducted from future retention payouts.
3. Pay will be calculated by the same formula as sick days and vacation days.
4. Employees who sign a formal notice of separation may receive payment for retention benefits up to six (6) months prior to their separation date.

## **EXCEPTIONS**

- DuPage County Elected Officials are not eligible for this program.
- Employees who are involuntarily terminated are not eligible for this program.
- Employees who have voluntarily resigned due to a conviction are not eligible for this program.