

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE POLICEMAN'S BENEVOLENT LABOR  
COMMITTEE, THE KANE COUNTY SHERIFF  
AND THE COUNTY OF KANE  
(CIVILIAN UNIT)**

**AGREEMENT DATES**

**12/01/2017 THROUGH 11/30/2021**

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## **PREAMBLE**

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

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

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

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

**ARTICLE 1**  
**RECOGNITION**

**Section 1. Bargaining Unit Descriptions**

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

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

Excluded: Executive Assistant-Sheriff, Executive Assistant-Undersheriff/Chief Deputy, Director of Administration, Assistant Director of Administration, Executive Assistant-Public Safety, Executive Assistant-Corrections, Executive Assistant-Investigations, Budget Administrator, Payroll Coordinators (2), Detainee Accounts Coordinator, Training Coordinator, Office of Emergency Management (3), Office Manager, Fleet Manager, Maintenance Manager, Jail Programs Manager, short term Student Interns, short term employees and supervisors, and all other managerial, confidential, and supervisory employees as defined in the Illinois Public Labor Relations Act.

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

Where the Sheriff finds it necessary to create new job classifications, the work of which falls within the scope of the bargaining unit, the Sheriff shall inform the Union in writing and the parties may meet to determine the appropriate classification or jointly petition the State Labor board to seek the necessary unit clarification within thirty (30) days.

**Section 2. Categories of Employment**

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

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

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

Kane County is required to enroll all employees into IMRF if their job normally requires 600

or more hours in a twelve-month period. Both parties recognize that this Agreement supersedes any other guidelines pertaining to employee status, benefits, wages, etc.

**Section 3. New Classifications**

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

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

A. The job content and responsibilities attached hereto in comparison with the job content and responsibilities of other position classifications in the Employer's work force;

B. Like positions with similar job content and responsibilities within the Kane County Government System if available otherwise to the Kane County Labor Market generally;

C. Significant differences in working conditions to comparable position classifications.

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

**Section 4. Non-bargaining Unit Personnel**

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

**Section 5. Short-term Employees**

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

**Section 6. Abolition, Merger or Change of Job Classification**

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

**Section 7. Job Audit/Reclassification**

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

**ARTICLE 2**  
**PROBATIONARY EMPLOYEES**

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

**ARTICLE 3**  
**SAVINGS CLAUSE**

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

**ARTICLE 4**  
**UNION SECURITY**

**Section 1. Deduction**

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

- A) Union membership dues, assessments, or fees
- B) Union sponsored credit union contribution or other union sponsored programs
- C) Any other mutually agreeable contributions

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

Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with law and shall be remitted each pay day to Policeman's Benevolent Labor Committee, Kane County Sheriff's Office, 37W755 Il.Rt. 38, St. Charles, Il. along with a list of bargaining unit employees' and union members' names and employee identification number. The Union shall advise the Employer of the deduction rate and any increase in dues or other approved deductions in writing at least fifteen (15) days prior to its effective date.

**Section 2. Notice and Appeal**

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

**Section 3. Indemnification**

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

**ARTICLE 5**  
**INDEMNIFICATION**

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

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

**Section 1. Prohibition Against Discrimination**

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

**Section 2. Union Membership or Activity**

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

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

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

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

**Section 1. No Strike Commitment**

Neither the Union nor any bargaining unit employee with call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage, slow down, or the concerted interference with the full, faithful and proper performance of the duties of employment with the Sheriff during the term of this Agreement. No bargaining unit employee shall refuse to cross any picket line, by whomever established such line.

**Section 2. Performance of Duty**

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

**Section 3. Resumption of Operations**

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

**Section 4. No Lockout**

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

**ARTICLE 8**  
**SENIORITY**

**Section 1. Definition**

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

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

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

**Section 2. Loss of Seniority**

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

- A. He/she resigns or quits by giving an official letter of resignation.
- B. He/she is discharged for just cause unless reversed through the Grievance or Arbitration Procedure.
- C. He/she retires.
- D. He/she does not return to work from layoff or authorized leave of absence within ten (10) calendar days after being notified by certified mail to return.
- E. He/she has been on layoff for a period of time equal to his/her seniority at the time of his/her layoff or two (2) years, whichever is greater.
- F. Accepts "gainful employment" that is inconsistent with the purpose of the authorized leave while on an approved leave of absence from the Sheriff's Office.

**Section 3. Seniority List**

The Sheriff and Union have agreed upon the initial seniority list setting forth the present seniority dates for all employees covered by this Agreement and shall become effective on or after the date of execution of this Agreement. Such lists shall resolve all questions of seniority affecting employees covered under this Agreement or employed at the time the Agreement becomes effective. Disputes as to seniority listing shall be resolved through the grievance procedure. The Sheriff shall provide an "up to date" list to the Union or any individual employee upon request.

**Section 4. Seniority While on Leave**

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

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

Seniority shall be determined based upon the following:

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

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

**ARTICLE 9**  
**LAYOFF AND RECALL**

**Section 1. Procedure for Layoff**

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

B) All employees under the Merit Commission will be covered by this Article. Where provisions of this Article conflict with any applicable federal or state law, the provisions of such law shall prevail.

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

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

D) A removed employee not transferred as provided in C above shall have the procedure set forth in C3 above applied to classifications assigned to each succeeding next lower pay grade until he/she is transferred or laid off.

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

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

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

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

**Section 2. Procedure for Recall**

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

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

**Section 3. Notice**

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

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

**ARTICLE 10**  
**GRIEVANCE PROCEDURE**

**Section 1. Grievance**

Grievance is defined as a dispute or disagreement as to the interpretation and application of any provision in this Agreement. Grievances may be processed by the Union on behalf of an employee or on behalf of a group of employees or itself setting forth name(s) or group(s) of the employee(s). Either party may have the grievant or one grievant representing group grievant present at any step of the grievance procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group. An Employee may present a grievance and have it heard through Step 3 of the grievance procedure without the intervention of the Union; provided that the Union is notified by the employee and afforded the opportunity to be present at such conference and that any settlement made shall not be inconsistent with the terms of this Agreement. Nothing shall be construed to limit the Union's right to exercise its discretion to refuse to process grievances of employees, which it believes to be not meritorious. Nothing in this Article is designed to alter a superior officer's duties in the chain of command.

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

**Section 2. Grievance Steps**

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

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

**Step 1. Immediate Supervisor**

The Employee and/or the Union shall raise the grievance in writing on the approved form to the employee's supervisor who is outside the bargaining unit. The grievance shall clearly define the situation in question and specify the violation of the Agreement. All grievances must be presented not later than ten (10) business days from the date the grievant became aware of the occurrence giving rise to the complaint. The immediate supervisor shall render a written response to the grievance within ten (10) business days after the grievance is presented. In instances where the Union is appropriately grieving the County, Step 1 will be referred to the Sheriff. If the grievance is not resolved at Step 1, the signed Step 1 grievance and supervisor response will be presented to Step 2. The parties recognize that variations from the immediate supervisor, where mutually agreeable, may exist. The Union is entitled to be present at any grievance meeting and any grievance settlement should not conflict with this Contract.

Step 2. Undersheriff/Chief Deputy/Human Resource Director

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

Step 3. Sheriff/County Board Chairman

If the grievance is still unresolved, it shall be presented by the Union to the Sheriff, his designee or County Board Chairman in writing within five (5) business days after receipt of the Step 2 response or after the Step 2 response is due, whichever is earliest. The grievance shall include copies of all preceding responses.

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

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

Step 4. Arbitration

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

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

If arbitration is requested, representatives of the Sheriff /County Board and the Union shall meet to select an arbitrator. If the parties are unable to agree on an arbitrator within the five (5) business days, either party may request the Federal Mediation and Conciliation Service ("FMCS") or the Illinois Labor Relations Board ("ILRB") to submit a list of seven (7) arbitrators. The party making such a request shall provide contemporaneous notice to the other party by providing them with a copy of the request. Within 45 days of receipt of the list of arbitrators the parties shall alternately strike the names of three (3) arbitrators, taking turns as to the first strike. The person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators. Unless otherwise agreed in writing by the parties, in the event the parties fail to select an arbitrator within the time limit specified above either party may request that FMCS or the ILRB, as applicable, appoint one of the arbitrators from the list. The arbitrator shall be notified of his/her selection by a joint letter from the Sheriff and the Union, requesting that he/she set a time and place for the hearing, subject to the availability of the Sheriff and Union representatives and shall be notified of the issue where mutually agreed by the parties.

### **Section 3. Arbitration Procedures**

Both the parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator. The Employer or Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses who are not employees of the Employer.

The arbitrator shall decide questions of arbitrability. The arbitrator shall make a preliminary determination on the question of arbitrability. Once a determination is made that determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute. The arbitrator shall neither amend, modify, nullify, ignore, add nor subtract from the provisions of the Agreement.

The parties shall share the expenses and fees of the arbitrator and the cost of the hearing room equally. Nothing in this Article shall preclude the parties from agreeing to use expedited arbitration procedures. The decision and award of the arbitrator shall be final and binding on the Employer, the Union, and the employee or employees involved. The Employer shall be responsible for providing a Court Reporter for arbitration proceedings. The parties shall bear the cost of a verbatim record equally.

### **Section 4. Time Limits**

Grievances may be withdrawn at any step of the Grievance Procedure. Such withdrawal shall not constitute a decision on the merits of the Grievance. Grievances not raised or appealed within the designated time limits will be barred. The time limits at any step or for any hearing may be extended by mutual agreement of the parties involved at that particular step.

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

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

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

B. Meeting Space and Telephone Use: Upon request, the employee and Union

representative shall be allowed the use of an available appropriate room while investigating or processing a grievance; and, upon prior general approval, shall be permitted the reasonable use of telephone facilities for the purpose of investigating or processing grievances. Such use shall not include any long distance or toll calls at the expense of the Employer.

**Section 6. Advanced Grievance Step Filing**

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

**Section 7. Pertinent Witnesses and Information**

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

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

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

In addition to the rights guaranteed by the laws of the State of Illinois and the United States of America, the parties agree that bargaining unit employees shall have the following rights in discipline cases.

**Section 1. Discipline and Discharge**

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

1. Corrective action/recognition notice
2. Written Reprimand
3. Suspension (notice to be given in writing)
4. Demotion (notice to be given in writing)
5. Discharge (notice to be given in writing)

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

**Section 2. Limitation**

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

**Section 3. Pre-Disciplinary Meeting**

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

**Section 4. Investigative Interviews**

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

### **Section 5. Removal of Discipline**

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

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

### **Section 6. Limitation of the Grievance Procedure**

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

### **Section 7. Suspension Day Defined**

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

### **Section 8. Limitation of the Suspension Period**

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

**ARTICLE 12**  
**PERSONNEL FILES**

**Section 1. Personnel Files**

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

**Section 2. Inspection**

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

- A) Such an inspection shall occur within two business days following receipt of the request. The Sheriff or his designee may be present during such inspection –
- B) Such inspection shall only occur during daytime office staff working hours Monday through Friday upon written request –
- C) The employee shall not be permitted to remove any part of the personnel file from the premises but may obtain copies of any information contained therein –
- D) Upon written authorization by the requesting employee, that employee may have a representative of the Union present during such inspection – and;
- E) Pre-employment information, such as reference reports, credit checks or information provided the Sheriff with specific request that it remain confidential, shall not be subject to inspection or copying.
- F) An employee may not place any type of document into the personnel files maintained by the Sheriff without permission, except pursuant to the Illinois Employee Personnel Record Review Act.

**Section 3. Notification**

Employees shall be given notice by the Sheriff when any materials are placed in their personnel file except those of a routine, clerical nature.

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

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

**Section 5. Personnel Record Correction**

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

position, which shall be attached to the personnel record.

**Section 6. Confidentiality of Records**

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

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

**Section 1. Orientation**

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

**Section 2. Time Off**

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

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

**Section 1. Labor Management Conferences**

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

- a) Discussion of the implementation and general administration of this Agreement.
- b) A sharing of general information of interest to the parties.
- c) Notifying the Union of changes in non-bargaining conditions of employment contemplated by the Sheriff which may affect employees.

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

**Section 2. Integrity of Grievance Procedure**

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

**Section 3. Union Representative Attendance**

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

**Section 4. List of Union Stewards**

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

**ARTICLE 15**  
**HOLIDAYS**

**Section 1.**

All Civilian employees, except as provided below in the next paragraph, shall receive the holidays approved annually by the County Board. In addition, if the County Board approves less than thirteen (13) holidays in a fiscal year, civilian employees will receive additional floating holiday credits to make up the difference, to be used in accordance with the terms of Article 26, Section 9 of this Agreement. A change in holiday work status is permitted with the approval of the appropriate Lieutenant, dictated by operational need. Further, subject to approval of the supervisor outside of the bargaining unit assigned to that area and based on staffing needs as determined by the Sheriff in his sole discretion, employees may float holiday time for Martin Luther King Day, Lincoln's Birthday, Washington's Birthday, Columbus Day and Veteran's Day, which if approved may be taken in accordance with Article 26, Section 9 of this agreement. Non-continuous operations personnel are not entitled to premium pay for holidays described in Section 5 unless they are required to work on that day(s).

Civilian employees assigned to Intake and Release and process servers will receive the same amount of holiday credits as outlined in paragraph one of this Section to be used in accordance with Article 26, Section 9 of this Agreement. Holidays will accrue as of the actual date of the holiday identified by the County Board holiday schedule. The civilian employees identified in this paragraph will not receive premium pay on premium holidays unless they are required (i.e., are denied the day off or are called back) to work on a premium holiday assigned by their Lieutenant. Employees in these assignments may request to use a holiday credit at any time, provided, however, it is understood that Process Servers will not be scheduled or required to work on the Six (6) holidays set forth in Section 5. Furthermore, it is understood that if employees have no holiday credits or other accrued paid time off (i.e., vacation days, compensatory time, or two-for-one sick days) remaining for use on said holidays, they will be docked pay for the day they do not work. Approval of the credit use will be made by the supervisor based on operational needs. Only one holiday per shift shall be used per working day, the exception being County Board recognized holidays on which more than one employee may be granted a holiday. Seniority will be recognized or one priority holiday per month. Accumulated holidays must be taken during that fiscal year and may not be carried over. Should it become necessary, supervisors shall assign holidays when appropriate. Additional time off will be granted for all other days designated by the Employer as non-working days. Nothing in this section shall limit a supervisor's ability to grant additional time off based on operational needs. If an employee under this paragraph terminates employment, and he or she has taken more holidays than has accrued, the employee's pay will be docked accordingly. Untaken, accrued holidays will not be paid as additional compensation in the employee's final paycheck after termination if the days can be scheduled as paid time off instead.

**Section 2.**

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

**Section 3.**

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

**Section 4.**

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

**Section 5.**

When an employee works on a holiday, he or she shall be paid at their regular rate of pay and receive an accumulated paid holiday off to be taken at a later date, in accordance with classification seniority. Employees required to work on Christmas Eve, Christmas, Easter, July 4th, Thanksgiving, and New Year's Day ("Premium Pay Holidays") shall be paid at double time (2x) their regular rate for all hours actually worked on the Premium Pay Holiday. Employees not assigned to continuous operations in patrol are not required to work the Premium Pay Holidays. In the event one of these employees is assigned to work a Premium Pay Holiday by the Sheriff or his designee, they will receive the premium holiday pay (i.e., double time (2x) their regular rate for all hours actually worked on the Premium Pay Holiday.

**Section 6. Termination of Employment**

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

**ARTICLE 16**  
**VACATIONS**

**Section 1. Accrual**

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

1. From hire date through the end of the fiscal year, vacation time is earned at a rate of .833 days per month ( $.833 \times 12 = 10$ ) to determine the number of vacation days accrued for the following fiscal year. Any fraction of accrued vacation days will be converted to the nearest whole day using standard mathematical rounding (.49 or lower to be rounded down and .50 and higher to be rounded up). At the start of the second fiscal year following an employee's start date to five years of service, the employee will receive a total of ten (10) vacation days during that fiscal year. Vacation time is earned at a rate of .833 days per month ( $.833 \times 12 = 10$ ) to determine the number of vacation days accrued for the following fiscal year. However, should an employee leave for any reason before completing the fiscal year, their last payout will be adjusted in accordance with the above formula.
2. During the fiscal year in which the employee completes five (5) years of service, their vacation time will be calculated at a rate of 1.25 days per month ( $1.25 \times 12 = 15$ ) based on their anniversary date and will be allowed to use the 15 days in that fiscal year. However, should an employee leave for any reason before reaching their anniversary date, their last payout will be adjusted in accordance with the above formula.
3. During the fiscal year in which the employee completes ten (10) years of service, their vacation time will be calculated at a rate of 1.66 days per month ( $1.66 \times 12 = 20$ ) based on their anniversary date and will be allowed to use the 20 days in that fiscal year. However, should an employee leave for any reason before reaching their anniversary date, their last payout will be adjusted in accordance with the above formula.
4. During the fiscal year in which the employee completes Twenty five (25) years of service, their vacation time will be calculated at a rate of 2.08 days per month ( $2.08 \times 12 = 25$ ) based on their anniversary date and will be allowed to use the 25 days in that fiscal year. However, should an employee leave for any reason before reaching their anniversary date, their last payout will be adjusted in accordance with the above formula.

**Section 2. Use of Vacation Time**

Vacation time may be taken in increments of not less than one-half (1/2) day at a time at any time after it is earned for employees in the Civilian Unit. Vacation period shall run from December 1<sup>st</sup> to November 30<sup>th</sup>.

Employees, who by length of continuous service are entitled to more than ten (10) days of vacation, and who have used less than five (5) sick days during the fiscal year, may request the following:

After accrual of fifteen (15) days, a maximum of five (5) days may be turned back to

be paid at straight time in lieu of time off. After accrual of twenty (20) days, a maximum of ten (10) days may be turned back to be paid at straight time in lieu of time off. Accrued time in excess of twenty (20) days may not be turned back for pay. Employees who are selling back vacation time must indicate in writing their intention to do so by July 1 of that calendar year. Employees wishing to retract such request for pay may do so subject to vacation schedule availability.

### **Section 3. Vacation Schedules**

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

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

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

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

Civilians (Non-Corrections)-Beginning October 15<sup>th</sup> or at the end of the Shift bid process whichever is earlier, and continuing for one month, employees may bid for vacation periods (one or more weeks) based on classification seniority. This will be done by filling in slots on a posted list of weeks in the following fiscal year. (December 1<sup>st</sup>-November 30<sup>th</sup>). If an employee is denied a vacation request during this period, he or she may submit a request for a different vacation period. At the completion of the vacation bid process, the supervisor for each shift who is outside the bargaining unit will review the posted list and finalize the seniority bid vacation lists. Conflicts in scheduling will be resolved in favor of the employee having the greatest classification seniority. Based on this bid process no more than 2 employees shall be granted the same week off in a particular year. The division supervisor may approve a third person to be off, based on operational needs. All approved vacation time shall count against the max off provision in Article 26 Section 9 of this Agreement.

Civilians (Corrections) – Beginning October 1st and continuing through October 31, employees assigned to Intake and Release may bid for vacation periods (one or more weeks) based on classification seniority. This will be done by filling in slots on a posted list of weeks in the following fiscal year. (December 1st-November 30th). If an employee is denied a vacation request during this period, he or she may submit a request for a different vacation period. On November 1st, the supervisor for each shift who is outside the bargaining unit will review the posted list and finalize the seniority bid vacation lists. Conflicts in scheduling will be resolved in favor of the employee having the greatest classification seniority. All approved vacation time shall count against the max off provision in Article 26 Section 9 of this Agreement. So long as only one employee is on vacation at a time, employees may trade vacation days.

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

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

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

**Section 5. Separation Pay**

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

**Section 6. Vacation Pay**

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

**ARTICLE 17**  
**SICK LEAVE**

**Section 1. Accrual and Use**

All employees shall accumulate paid sick leave at the rate of one (1) day for each month's service. Part-time employees shall accumulate paid sick leave on a prorated basis. Sick Leave may be used for illness, disability, or injury of the employee, appointments with Doctor, Dentist or other professional medical practitioner, and in the event of illness, disability, or injury of a member of an employee's immediate family or household on days employee is scheduled to work. For purposes of definition, the "immediate family or household" shall be the employee's child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, stepparent, or any relative or person living in the employee's household for whom the employee has custodial responsibility or any relative or person living in the employees household who is financially and emotionally dependent on the employee and has a need for the presence of the employee.

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

**Section 2. Accumulation**

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

**Section 3. Unused Sick Leave**

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

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

**Section 4. Sick Days Abuse Sanctions**

The Sheriff shall not discipline an employee for legitimate use of sick days. For the purposes of the provisions contained in this Article, "abuse" of sick days or sick leave is the utilization of such for reasons other than those stated in Section 1 of this Article. Upon sufficient evidence of the abuse of such sick leave, the employee shall not be paid for such leave. In addition, abuse of sick leave may subject the employee to disciplinary action

pursuant to the terms of this Agreement. All employees agree to cooperate fully with the Office in verifying illness, and shall provide reasonable proof of illness upon request if the Sheriff has reasonable grounds to suspect abuse.

### **Section 5. Procedures**

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

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

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

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

### **Section 6. Conversion of Sick Days**

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

**ARTICLE 18**

**MISCELLANEOUS PROVISIONS**

**Section 1. Use of Masculine Pronoun**

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

**Section 2. Definition**

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

**Section 3. Notification of Leave Balance**

Employees shall have access to an electronic data base that provides a statement of leave balances (sick leave, vacation days, holidays, and accumulated compensatory time) on request.

**Section 4. Evaluations**

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

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

**Section 5. Copies of the Agreement**

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

**Section 6. Meeting Place**

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

**Section 7. Job Descriptions**

At least annually, unless it is otherwise made available electronically on a year round basis, each employee will be provided with a copy of his/her current job description which shall include principle duties and responsibilities. When requirements are revised and the duties and responsibilities remain essentially unchanged, incumbents in these positions who qualified under previous requirements for the class shall be considered qualified.

**ARTICLE 19**  
**LEAVES OF ABSENCE**

**Section 1. Policy**

Leaves of absence may be granted to maintain continuity of service and to protect the employer-employee relationship in instances where circumstances require an employee's absence. Leaves of absence are required when the employee's absence, other than vacation, will extend beyond a two-week period. Leaves are granted based on each individual case and at the discretion of the Sheriff. Leaves of absence are without pay unless the Sheriff requires, or the employee elects with the Sheriff's approval, accrued sick pay, holiday pay, vacation pay or compensatory time be used during the leave of absence; provided, however, that the Sheriff may not require the use of accrued time if an applicable federal or state statute or regulation specifically prohibits an employer from doing so, or if doing so is prohibited by the terms of this Agreement.

A leave of absence will not be granted for the purpose of trying another job. Failure to return at the end of an approved leave may result in termination. An employee that has been granted a leave of absence is NOT permitted to engage in employment outside of their position with the Sheriff's Office without the express written approval of the Sheriff. The Sheriff may grant an exception for employees who are providing humanitarian relief because of a local or national emergency or catastrophic event.

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

**Section 2. Eligibility**

Employees may be eligible for a leave of absence if they have worked for at least 12 months and for at least 1,250 hours during the year preceding the start of the leave of absence. Eligibility and entitlement to leaves of absences governed by state or federal law shall be determined in accordance with the provisions of the applicable law.

Subject to the policy statement above, employees may be eligible for up to twelve (12) work weeks of leave a year, which is based on a rolling 12-month period measured backward from the first date leave is used, unless otherwise required by law. In other words, each time an employee takes a leave, the remaining leave for which the employee may be eligible would be any balance of the 12 work weeks which has not been used during the immediately preceding 12 months.

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

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

#### **A) Family and Medical Leave:**

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

#### **EXPIRATION OF ENTITLEMENT**

Subject to the policy statement above, an employee taking leave due to the birth or placement of a child, the personal illness of the employee, a family illness or a qualifying exigency, may be eligible for up to 12 work weeks of leave a year that is based on a rolling 12-month period measured backward from the first date leave is used. In other words, each time an employee takes a leave, the remaining leave for which the employee may be eligible would be any balance of the 12 work weeks that has not been used during the immediate preceding 12 months. (For example: if an employee has taken 8 weeks of leave during the past 12 months, an additional 4 weeks of leave could be taken. If an employee used 4 weeks beginning February 1, 2008, 4 weeks beginning June 1, 2008 and 4 weeks beginning December 1, 2008, the employee would not be entitled to any additional leave until February 1, 2009. However, on February 1, 2009, the employee would be entitled to 4 weeks of leave; on June 1 the employee would be entitled to 4 additional weeks, etc.).

Eligible employees may be granted a family or medical leave of absence under the provisions of the Family and Medical Leave Act (“FMLA”) for one or more of the following reasons:

1. Birth Leave: For birth of a child of an employee and to provide care for the child following birth.
2. Placement Leave: For placement of the child with an employee for adoption or foster care.
3. Personal Illness: For a serious health condition when an employee is unable to perform their job.
4. Family Illness: For an employee to care for their son, daughter, spouse, or parent who has a serious health condition.
5. Because of any qualifying exigency arising out of the fact that the spouse, or a son, daughter, or parent of the employee is a covered military member on active duty (or has been notified of an impending call or order to active duty) in the Armed forces in support of a contingency operation.
6. To care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent or next of kin of the service member. Eligible employees shall be entitled to a total of 26 work weeks of leave during a single 12-month period to care for the service member, or as otherwise provided by law.

**Combined Leave Total** – During the single 12-month period described in the preceding section, an eligible employee and spouse who both work for the Sheriff shall be entitled to a

combined total of 26 work weeks of leave for the birth or placement of a child, for the personal illness of the employee, for a family illness or to care for the covered service member.

**Leave Taken Intermittently or on a Reduced Schedule** – Leave for the birth or placement of a child may not be taken by an employee intermittently or on a reduced leave schedule unless the employee and the department head agree. Leave in order to care for a spouse, son, daughter or parent with a serious health condition or because of an employee's serious health condition or to care for a covered service member may be taken intermittently or on a reduced leave schedule when medically necessary.

**Foreseeable Leave**

- for the birth or placement of a child – When the necessity for leave is foreseeable based on an expected birth or placement, the employee shall provide the department head with not less than 30 days' notice, before the date the leave is to begin, of the employee's intention to take leave, except that if the date of the birth or placement requires leave to begin in less than 30 days, the employee shall provide such notice as is practicable.
- in order to care for a spouse, son, daughter or parent with a serious health condition or because of an employee's serious health condition or to care for a covered service member – When the necessity for leave is foreseeable based on planned medical treatment, the employee:
  - (a) shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the operations of the department, subject to the approval of the health care provider of the employee, son, daughter, spouse or parent, as appropriate and
  - (b) shall provide the department head with not less than 30 days' notice, before the date the leave is to begin, of the employee's intent to take leave, except that if the date of the treatment requires leave to begin in less than 30 days, the employee shall provide such notice as is practicable.
- in any case in which the necessity for leave due to active duty of the family member is foreseeable, the employee shall provide such notice to the department head as is reasonable and practicable.

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

**B) Military Leave:**

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

and Earnings Statement verifying the duration of the employee's military service and base pay must be provided to payroll by the employee.

**(C) Family Military Leave**

Eligible employees will be granted 30 days of unpaid military leave during the time Federal and State deployment orders are in effect. Employees are required to give at least a 14 days' notice of the intended date upon which the family military leave will commence if leave will consist of 5 or more consecutive work days. The leave may not be taken if the employee has not exhausted all accrued vacation leave, personal leave, compensatory leave, and any other leave that may be granted to the employee, except sick leave and disability leave. The employee must consult with their supervisor to schedule the leave so as not to unduly disrupt the operations of the employer.

For all Family Military Leaves, employees should provide their supervisor with a copy of the written orders.

**(D) Victim's Economic Security and Safety Act (VESSA) Leave:**

Eligible employees will be granted leaves to address domestic or sexual violence in compliance with VESSA. Neither this section nor VESSA creates additional rights for an employee to take leave that exceeds the unpaid leave time under, or is in addition to unpaid leave time permitted by, the FMLA. All aspects of the leave shall be governed by the provisions of VESSA.

**(E) Personal Leave:**

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

**(F) Educational Leave:**

May be granted at the discretion of the Sheriff without pay to eligible employees who wish to continue their education provided the course of study is beneficial to the Sheriff's Office.

**(G) Workers' Compensation Leave:**

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

**H) School Visitation Leave:**

Eligible employees that have been employed at least six (6) consecutive months may take up to a maximum of eight (8) unpaid hours during any school year to attend school conferences or classroom activities related to the employee's children if the conference or classroom activities cannot be scheduled during non-work hours. An employee may not take more than four (4) hours of school visitation leave in one day, and the leave may not be taken if the employee has not exhausted all accrued vacation leave, personal leave or any other type of leave, except for sick or disability leave. The employee must provide their supervisor with at least seven (7) days advance notice. In emergency situations, no more than 24 hours' notice is required. The employee must consult with their supervisor to schedule the leave so as not to unduly disrupt the operations of the employer.

**I) Other Leaves Required by Law:**

Eligible employees will be granted leaves of absences required by state or federal law in accordance with the provisions of the applicable law.

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

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

(B) Duration of Leave: The cumulative time off for any type of leave of absence may not be longer than six months, unless otherwise required by law.

(C) Extended Leave of Absence: Any leave over twelve work weeks in duration, except leave to care for a qualified service member, is considered an extended leave of absence. An employee needing to be off work for more than 12 consecutive work weeks must petition the Sheriff for an extended leave, which may be granted at the Sheriff's discretion based upon the operational needs of the Office. Employees in this extended period must contact the Sheriff at least 30 calendar days prior to their expected return to work. Every effort will be made to place the employee returning from an extended leave to the same or substantially similar position.

(D) Health Care Coverage During a Leave of Absence: Group hospitalization coverage will continue for up to 6 months. The employee portion of the payment for this coverage must be received in the Human Resource office no later than the 1st of each month during the leave of absence. A limited continuation option is available to eligible employees after this period under COBRA, a limited extension of health insurance coverage.

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

**Section 5. Procedure**

1. A “Request for Leave of Absence” form should be completed by the employee defining the reason for the leave, its duration, and the amount of vacation, compensatory time, holiday and sick pay to be used during the leave (if any).

2. This request should be submitted through the chain of command to the Undersheriff/Chief Deputy, who, after recommending approval or disapproval, will forward the form to the Sheriff.

3. A medical certification and/or fitness for duty report is required upon commencing and returning from a family and medical leave or workers’ compensation leave. Employees must provide medical certification within 15 calendar days of the request. Medical re-certification may be required at the Employer’s expense.

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

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

(B) Employees participating under IMRF and on a leave of absence without pay from Sheriff or disability pay under IMRF (i.e. family illness, placement leave) will not be protected for death or disability benefits during the unpaid period. A Benefit Protection Leave of Absence Authorization should be filed with IMRF before the leave commences. Death and disability benefits are reinstated immediately upon returning to work. Employees may establish service credits for retirement (not to exceed 12 months) for this leave by paying the employee contributions which would have been paid if actually working plus interest. The County Board must approve the acceptance of employer paid IMRF obligations. Forms are available in Human Resources. Leaves of absence may be granted to maintain continuity of service and to protect the employer-employee relationship in instances where unusual circumstances require an employee’s absence. Leaves are granted on the assumption that the employee will be available to return to regular employment when the conditions necessitating the leave permit.

**Section 7. Worker’s Compensation**

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

(A) When an employee suffers an on-the-job injury or exposure, whether or not medical attention is required, a “Report of Injury” form must be completed by the employee and forwarded to both the Insurance Coordinator and up through the chain of command to the Undersheriff/Chief Deputy as soon as possible.

(B) All expenses involved with the treatment of the exposure or injury are covered by the Illinois Worker’s Compensation Act. That Act provides payment of sixty-six and two-thirds of

the employee's wages for lost time at work after a three-day waiting period. If the employee is off work for more than fourteen days because of a job related injury or exposure, then the employee will be compensated for the waiting period. In addition to this partial payment of wages pursuant to the Illinois Workers' Compensation Act (hereinafter referred to as "The Act"), employees with more than one year of service with the Employer will also receive a minimal amount of disability through IMRF.

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

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

### **Section 8. Jury Duty**

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

### **Section 9. Funeral/Bereavement Leave**

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

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

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

**ARTICLE 20**  
**UNION RIGHTS**

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

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

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

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

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

Two Local Union representatives shall be allowed two days off per year or one Union representative four days per year with pay for legitimate Union business such as Union meetings, State or area wide Union committee meetings, State or International conventions. One Local Union Officer from each unit shall be allowed to attend Local Executive Board and Monthly meetings provided such representative shall give reasonable notice to his/her supervisor of such absence and shall be allowed such time off. Any additional Local Union Officers or Executive Board members will be permitted to attend Local Executive Board and Monthly meetings based on operational needs. Time off granted to Local Union Officers to attend Local Executive Board and Monthly meetings shall not exceed two (2) hours unless approved by the Sheriff or his designee.

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

**Section 4. Union Bulletin Boards**

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

**Section 5. Information Provided to Union**

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

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

**Section 6. Union Orientation**

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

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

**Section 7. Distribution of Union Literature**

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

**Section 8. Union Meetings on Premises**

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

**Section 9. Rate of Pay**

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

**ARTICLE 21**  
**WAGES**

**Section 1. Wage Schedule – See Appendix C.**

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

Civilians Wage Schedule – Reference Appendix C

Effective 12/1/2018 - 2.0%

Effective 12/1/2019 - 2.0%

Effective 12/1/2020 - 2.0%

**Section 2. Pay Period**

All employees will be paid on a bi-weekly schedule of twenty-six (26) times annually. Each payroll period shall consist of fourteen (14) calendar days, so that the bi-weekly rate of pay of each employee shall be 1/26<sup>th</sup> of the employee's annual salary. In a year which 27 pay periods shall occur, the bi-weekly rate of pay for each employee shall be 1/27<sup>th</sup> of the annual salary. When a payday falls on Saturday, Sunday or a holiday, the paycheck is distributed the preceding workday.

**Section 3. Overtime**

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

**Section 4. Uniform Provisions**

A. Civilian Employees

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

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

**Section 5. Specialty/Additional duty Pay provisions**

Employees may only receive one Specialty/Additional Duty Pay provision in addition to the interpreter pay listed below. The highest Specialty/Additional Duty Pay provision will be provided for those employees who qualify for more than one listed below:

A. Interpreter - Any employee who is fluent in Spanish, sign language, Polish or other languages as mutually agreed, and who proves certification by letter from a third-party vendor approved by the Sheriff, shall receive additional compensation of Fifty dollars (\$50) per month upon assignment by the Sheriff.

B. Civilian Supervisor shall receive \$200 per month for every month of the year that they are acting in that capacity. The amount will be added to the base salary per month.

C. Certified Mechanic - Mechanics who obtain necessary certifications will receive an additional \$200 per month added to the base salary. This stipend will be retroactive to 12/1/18.

D. Civilians assigned to Intake and Release shall receive an additional \$150 per month to be added to the base salary.

E. Civilians who do not receive specialty pay will receive hazardous duty pay of \$100 per month added to the base salary. This stipend will be retroactive to 12/1/18.

**Section 6. Other Pay Provisions**

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

**Section 7. Training**

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

**Section 8. Meal allowance**

Employees assigned to travel greater than 21 miles from the Sheriff's Office, whether for training or otherwise, shall be provided meal allowances if they are also required to work outside their eight (8) hour work day in conjunction with the travel, as follows:

- a. Employees who are required to travel, as stated above, outside their regular 8 hour work day, but who are not required to stay overnight: \$15.00
- b. Employees who are required to travel, as stated above, outside their regular eight hour work day and who are additionally required to stay overnight: \$40.00
- c. The Sheriff may change the above meal rate for special circumstances, but will attempt to utilize the County guidelines regulating this type of expense.

**Section 9. Travel Time**

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

**Section10. Callback/Callout**

Callback/callout is defined as an official assignment of work which does not continuously precede or follow an employee's regularly scheduled working hours. When an employee is called out/back by the Employer outside his/her normal work schedule by the Sheriff or his designee, he/she will be compensated at a rate of time and one-half (1-1/2) pay with a two hour minimum.

**Section11. Holdover or Called In (Mandatory)**

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

**Section12. Hire back**

When an employee is hired on a voluntary basis, to fill a vacancy to maintain staffing requirements as determined by the Employer for an extra shift or portion thereof, he/she will be compensated at the rate of time and one-half (1-1/2) pay.

**Section13. Roll Call Pay**

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

**Section14. No Pyramiding**

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

**Section15. Court Activity**

A. Stand-By Court Pay -Standby court pay will be granted to employees who are not scheduled to work those hours and received a subpoena to appear in court which was later canceled. The employee shall receive two (2) hours pay at time and one-half (1 1/2) times his/her regular rate of pay. Employees who receive at least three hours advance notification of the cancellation shall not be entitled to receive stand-by court pay. Each employee scheduled for a court time shall be required to check their County E-mail or contact by phone during business hours the Civil Department to determine if notice of cancellation was given. Failure to follow the established procedures will result in the employee not being eligible to receive such standby court pay.

B. Court Time Pay - Employees required outside of their normal work hours to appear in

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

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

### **Section 16. Stand-By Pay/On Call**

An employee is entitled to stand-by pay if he/she is officially notified through the orders of a command officer with the rank of division Lieutenant or above that he/she is required to keep the Employer informed of his/her whereabouts on off-duty time and to be available for possible recall for work, either on a day the employee was not scheduled to work or for a period of time before or after completing the employee's work day. An employee entitled to stand-by pay under this Section shall receive two (2) hours pay at the applicable rate for each day or portion thereof of stand-by whether required to work or not.

Employees placed on-call by the Sheriff or his designee, will have their hours count towards the minimum hours in the Regular Pay Period and shall receive pay at a rate of time and one-half (1 1/2), or double time (x2) on designated holidays, with a two hour minimum. An employee subject to on-call status who also has approved outside/secondary employment shall be required to provide a letter of understanding from the secondary employer that allows the employee to leave the secondary employment within ten (10) minutes of notification of a call out request. Lacking the letter of understanding from the secondary employer may preclude the employee from duty assignments requiring on-call status.

### **Section 17. Compensatory Time**

Employees may elect to receive compensatory time off at the rate of time and one half in lieu of premium pay. Up to 100 hours of compensatory time may be banked with an additional 40 hours permitted on an annual basis. Once the 140 hours is reached, overtime worked must be compensated by overtime pay.

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

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

**ARTICLE 22**  
**OUT OF TITLE WORK**

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

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

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

**ARTICLE 23  
INSURANCE**

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

A. The Employer shall provide comprehensive insurance programs for hospitalization, medical, vision and dental coverage for each covered employee who chooses to participate and their eligible dependents similar to the coverage which is currently in effect. Plan design changes for 2017 through 2021 are included in Appendix D attached hereto and incorporated herein. All regular full-time employees and all regular part-time employees who work a minimum of twenty-one (21) hours per week are eligible to enroll in the County's comprehensive group hospitalization, medical, vision and dental insurance plans.

B. Premium costs are shared by full-time employees and the County through payroll deduction. Eligible part-time employees pay the full premium for all plans for coverage through payroll deduction. A pre-tax deduction Section 125 Plan is available at the time of enrollment. Beginning December 1, 2017 through November 30, 2021, the overall aggregate cost of the County's health insurance programs, shall be shared by the County and the union and non-union employees at the overall aggregate rate of eighty-three percent (83%) borne by the County and seventeen percent (17%) borne by the union and non-union employees. It is understood that individual premium rates and percentage contribution levels will vary across plans and will be based on an employee's plan selection each year, but the overall aggregate percentage rates borne by the County and the union and non-union employees shall remain the same through November 30, 2021.

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

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

**Section 2. Future Plans**

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

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

**Section 3. Life Insurance**

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

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

A. Retirees-

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

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

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

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

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

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

C. Retirees -- Annual Open Enrollment --

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

**ARTICLE 24**  
**VACANCIES**

**Section 1. Determination of Vacancies**

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

**Section 2. Notification of Vacancy**

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

**Section 3. Selection**

The Sheriff or his designee shall be the sole person to select those persons to fill vacancies. Provided, however, in making the selection, the Sheriff or his designee shall give consideration to factors such as seniority, experience, training, proven ability, demeanor, evaluations, and any other appropriate factors brought to the Sheriff's attention which impacts on the criteria which relates to the vacancy. Whenever possible the Sheriff will designate a group of employees to include the supervisor of the unit to conduct interviews for vacancies. This group can only recommend a candidate to the Sheriff.

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

**Section 1. General Duty**

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

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

**Section 2. Safety Committee**

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

**Section 3. Fitness for Duty Evaluation**

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

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

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

The Employee shall sign any and all releases or authorizations required by the medical doctor, psychiatrist, or psychologist, as the case may be, to release the information and evaluation obtained as a result of a fitness for duty evaluation to the Employer. The Employer recognizes the employee's right to privacy and agrees that any information and

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

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

#### **Section 4. Drug and Alcohol Testing**

See Appendix A reference Drug and Alcohol Testing procedures.

The parties agree to continue to discuss the language of Section 8. of Appendix A. "Voluntary Requests for Assistance and Discipline and incorporate changes via a Memorandum of Understanding.

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

**Section 1. Hours/Overtime**

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

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

- (A) **"The Work Day and the Work Week"** - The normal workday shall consist of eight (8) consecutive hours with one-half hour paid meal period plus two paid (2) fifteen (15) minute rest periods. The normal workweek shall consist of five (5) consecutive work days followed by two (2) consecutive days off. One rest period shall be taken during the first half of the shift and one during the second half of the shift.
- (B) **"Meal Periods"** - Work schedules shall provide for the work day to be broken at approximately mid-point by an uninterrupted, one-half hour paid meal period for employees who are regularly scheduled to work forty hours per week. Subject to operational needs, employees shall have the right to leave the work site during such periods.

**Section 3. Scheduling Practices**

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

change.

#### **Section 4. Shift Assignment**

The Sheriff shall maintain the sole right to assign employees to each shift based on operational needs. Employees assigned to continuous operations shall be placed on permanent shifts with days off rotating every twenty-eight days according to the scheduling systems included in Appendix B. Based on their classification seniority, employees will bid for shift assignment and initial days off. The divisional supervisor outside the bargaining unit or his designee shall conduct the shift bid process. Civilian employees assigned to Corrections will bid for shift assignment and initial days off during the month of September with the shift assignments to take effect the last scheduled shift change in November. The bid schedule for all other civilian employees will be posted, in the patrol division or by an accepted electronic means, no later than the first Tuesday after Labor Day. The shift bid process will begin by the 15<sup>th</sup> of September. The new schedule shall normally begin in the last scheduled shift change in November, if practical; otherwise, the shift schedule will take place the first scheduled shift change in December.

If a scheduling slot becomes available, other employees in the same division may bid for the vacant slot and be granted the slot based on classification seniority. No more than two slots will be affected by this bid process. This process will go into effect after the shift bidding procedures have been completed for a given year. The Sheriff reserves the right to leave a slot vacant based on operational needs.

#### **Section 5. Shift Movement or Duty Assignment**

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

#### **Section 6. Shift Trading**

The occasional, voluntary substitution by employees of the same classification for one another during scheduled work hours, or "trading" of time, may be permitted by the Sheriff or his designee provided that the substitution or trade does not cause any anticipated overtime pay and does not cause the substituting employee's pay to fall below the minimum wage.

All time trades, or substitutions, by civilian personnel must occur within the same pay period.

Time trades or substitution requests must be signed by all parties involved, indicating the employees' agreement concerning the trade or substitution. A sergeant from each shift affected must review and either approve or deny the trade or substitution request in writing within 72 hours of receipt of the request. For special circumstances, the division lieutenant or designee can approve requests for trades and substitutions with less than 72 hours notice. Substituting employees will assume responsibility for the shift for which they traded as if it were their scheduled work day. The pay, however, of both the substituting and the substituted employees shall be unaffected.

### **Section 7. Overtime Procedure**

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

Overtime created due to a sick call, or other short term emergency conditions (less than 24 hours notice) may be distributed to any available on duty employee working in that position classification, based on seniority. If enough personnel cannot be secured to fill the overtime on the shift, then employees assigned to other shifts within the division may be offered the available overtime and thereafter the overtime may be offered to other qualified persons in the Office.

For the purpose of equalizing the distribution of overtime, once an employee has been offered and has accepted the overtime, his or her name shall be placed at the end of the overtime rotation list. Overtime will be deemed offered by sending an e-mail or text message or other accepted or agreed upon electronic means provided by the employee to the Sheriff. Once overtime has been accepted by an employee, it shall become the responsibility of the employee to work the accepted hours.

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

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

### **Section 8. Alternative Schedules**

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

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

Requests for time off shall be submitted between the 1<sup>st</sup> and the 15<sup>th</sup> of the previous month and will be granted on the basis of classification seniority. Employees will be allowed to designate one holiday request as a priority holiday and this day will be granted as long as there are available slots and no other persons with higher classification seniority have requested that day off as a priority holiday. Any ties in day priority holiday requests will be decided based on classification seniority. All time off requests other than priority holiday

requests will be treated equally. Any requests for time off after the 15<sup>th</sup> of the previous month will be based on calendar date of submission. Time off submitted less than 24 hours prior to the beginning of the shift may be subject to operational needs. Employees requesting a vacation week(s) after the vacation bid process set forth in Article 16 of this Agreement will follow the same procedure as described above.

Each of the following divisions, Records, Warrants and Civil, will be allowed to have one civilian employee off at a time. In addition, one additional civilian employee from the collective pool of employees of the Records, Warrants and Civil Divisions may be off, for a total of 4 employees off for all three divisions. However, no more than (2) employees in any one of these divisions may be off on the same day. This paragraph shall not apply to County scheduled holidays where all employees in these assignments are off work.

In Corrections, civilian employees that work in Visitation, Mailroom, Front desk and Commissary may, collectively, have a total of (2) off at one time. This paragraph shall not apply to county scheduled holidays where all employees in these assignments are off work.

Additional requests for time off for the Records, Warrants, Civil, and Corrections Visitation, Mailroom, Front Desk and Commissary divisions may be submitted to the Lieutenant of their respective divisions and may be granted on a case by case basis in the sole discretion of the Lieutenant, based on staffing levels and operational needs, and only after it has been determined that no other employee in those divisions is requesting the same day off.

For civilians who work as Process Servers or in Corrections Intake and Release, no more than 50% of the assigned shift will be granted time off on the same day unless approved by the divisional Lieutenant or higher in his or her sole discretion based on staffing levels and operational needs. Civilians who work as Process Servers or Civilians in Corrections Intake and Release may designate one day per month as priority day off which shall be granted regardless of the 50% rule outlined in this paragraph.

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

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

**ARTICLE 27**  
**SUBCONTRACTING**

**Section 1. General Policy**

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

**Section 2. Notice and Discussion**

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

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

**ARTICLE 28**  
**MANAGEMENT RIGHTS**

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

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

Nothing in this Agreement shall constitute a waiver by the County or the Sheriff of any rights or authority either has under any statute or law.

**ARTICLE 29**  
**COMPLETE AGREEMENT AND MAINTENANCE OF STANDARDS**

(a) **Section 1. Complete Agreement**

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

(a) any subject matter or matter specifically referred to or covered in this Agreement – and

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

**Section 2. Maintenance of Standards**

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

b) The Employer agrees that if during the term of this Agreement, it enters into any new agreement with any union or employee group considered to be a county department providing for increased fringe benefits greater than those provided herein (fringe benefits are defined as health and life insurance, vacation, sick leave, and tuition reimbursement (as detailed in County Board Res. No. 13-286)), the Employer shall notify the Union and upon request negotiate with the Union concerning the application of the fringe benefit to the bargaining units. However, it is the intent of the Employer not to provide such increased fringe benefit to other union or County Departments without making the same provisions available to the bargaining units.

**ARTICLE 30**  
**TERMINATION**

Civilian Units

This Agreement shall be effective as of December 1, 2017 and shall continue in full force and effect until midnight November 30, 2017 and thereafter from year to year, unless not more than one hundred eighty (180) days, but not less than sixty (60) days prior to November 30, 2021 or any subsequent November 30 either party gives written notice to the other of its intention to amend or terminate this Agreement.

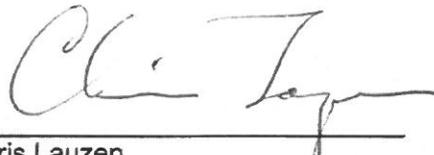
COLLECTIVE BARGAINING AGREEMENT FOR PBLC (CIVILIANS) KANE COUNTY 12/17 THROUGH 11/21

SIGNATURE PAGE

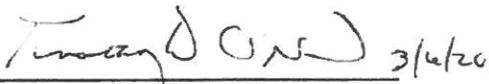
IN WITNESS THEREOF, the parties hereto have set their hands this 27th day  
of April, 2020

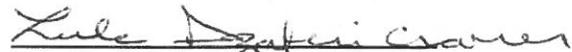
FOR THE CO-EMPLOYERS:

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

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

FOR THE UNION:

  
\_\_\_\_\_  
Tim O'Neil, ~~Chief~~ Legal Counsel  
Policeman's Benevolent Labor  
(P.B.L.C.), Policeman's  
Benevolent & Protective Association

  
\_\_\_\_\_  
Lule Dzaferi Cramer, Local President  
Policeman's Benevolent Labor Committee  
Committee (P.B.L.C.), Kane County

**APPENDIX A**  
**DRUG AND ALCOHOL TESTING**

**Section 1. Statement of Policy**

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

**Section 2. Prohibitions**

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

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

Violation of the above-referenced prohibitions shall be cause for discipline, up to and including discharge.

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

Testing is permitted where the Employer has reasonable suspicion to believe.

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

The Employer shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. The Employer may also require an employee to randomly submit to alcohol or drug testing where the employee is assigned to a departmental drug enforcement group for a period of at least thirty (30) days and where such employee's duties are primarily related to drug enforcement. The Employer may require any employee accepting an assignment requiring a commercial driver's license to

submit to alcohol or drug testing as may be permitted by law. At least two supervisory personnel must state their reasonable suspicions concerning an affected employee prior to any direction to submit the employee to the testing authorized herein. The foregoing shall not limit the right of the Employer to conduct any tests it may deem appropriate for persons seeking employment with the Sheriff's Office, transfer or upon promotion to another position within the Office.

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

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

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

- (a) All employees of this bargaining unit will be subject to Random Drug Testing. Such testing will be during an employee's regularly scheduled shift.
- (b) Upon notification that an employee is scheduled for Random Drug Testing, such employee will appear at the required location specified for the drug testing. **(See Drug Testing Locations)**
- (c) The employee must appear at the required location during their regularly scheduled shift, but not later than 6 hours from the time they receive the notice.
- (d) The employee will be required to show a photo identification card to the testing agency upon their arrival to verify their true identity before the testing procedure will begin. If the employee does not have a photo ID then the on duty supervisor will be required to go to the location and verify the identity of the employee.
- (e) The random selection process shall be by computer generated numbers for each sworn officer of the department. Such computer generated program shall be performed by an outside contractor hired by the Employer after consultation with the Union. The outside contractor shall be one that specializes in such functions.
- (f) The outside contractor shall not select more than four (4) Sheriff's employees from the computer generated list per month for random drug testing.
- (g) The dates for said tests shall also be chosen at random by the same outside contractor. To maintain the security of the selection process, the contractor shall deal only with the Sheriff or, in the Sheriff's absence, a designee for purposes of notifying the Sheriff of testing dates and individuals selected. The list of selected member(s) shall be provided to the Union after the testing dates for the affected member(s).

- (h) On the same day the employee has been given notice for testing, the Union representative will also be notified that the employee has been selected. The Union representative shall insure only those employees originally selected were actually tested. The Sheriff or designee shall assist the Union representative in understanding any discrepancies.
- (i) Immediately after being ordered, refusal to report for testing shall constitute insubordination and will result in the imposition of statutory and departmental rules, regulations and procedures concerning the imposition of discipline.
- (j) An employee who tests positive after a random drug test shall be subject to the same conditions as those who test positive under "reasonable suspicion" drug test and shall be subject to discipline for any violations of Section 2.
- (k) The random selection of a member will not result in the member's name being removed from any future selection process.
- (l) If an officer is selected for a random test, but is unavailable due to extenuating circumstances, no disciplinary action will be taken (e.g., in court, on a surveillance, engaged in a police activity that the employee is participating in such as a drug raid, hostage situation, etc.). The test will be administered as soon as practicable after the employee is available.

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

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

- (a) use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA) and Department of Transportation (DOT)
- (b) select a laboratory or facility that conforms to all NIDA standards and DOT;
- (c) establish a chain of custody procedure for both the sample collection and testing that will ensure the integrity of the identity of each sample and test result;
- (d) collect a sufficient sample of the bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing, if requested by the employee;
- (e) collect samples in such a manner as to preserve the individual employee's right to privacy, ensure a high degree of security for the sample and its freedom from adulteration;
- (f) confirm any sample that tests positive in the initial screening for drugs by re-testing the second portion of the same sample by gas chromatography mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected rug or drug metabolites;
- (g) provide the tested employee with the opportunity to have an additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the

employee's own expense; provided the employee notifies the Employer within seventy-two (72) hours of receiving the results of the tests;

- (h) require that a laboratory or hospital facility report to the Employer that a blood or urine sample is positive only if both the initial screening and the confirmation tests are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Employer inconsistent with the understandings expressed herein (e.g., billings for testing that reveal the nature or number of the tests administered), the Employer will not use such information in any manner or forum adverse to the employee's interest;
- (i) require that with regard to drug testing, for the purpose of determining whether the employee is under the influence of drugs on a 5 panel drug test with test results higher than the following:

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

those testing higher will be removed from safety sensitive positions.

- (j) require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results showing an alcohol concentration of **.04** or more based upon the grams of alcohol per 100 milliliters of blood be considered positive (Note: the foregoing standard shall not preclude the Employer from attempt to show that test results between **.02 and .04** demonstrate that the employee was under the influence, but the Employer shall bear the burden of proof in such cases); those testing **.04** or higher, will be removed from safety sensitive positions.
- (k) provide the employee tested with a copy of all information and reports received by the Employer in connection with the testing and the results;
- (l) ensure that no employee is the subject of any adverse employment action except emergency temporary assignment or relief of duty during the pendency of any testing procedure. Any such emergency reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

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

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

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

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

The foregoing is contingent upon:

- (a) The alcohol or drug use at issue does not involve any illegal activity; and
- (b) The employee agreeing to the appropriate treatment as determined by the physician(s) involved; and
- (b) The employee discontinues his use of illegal drugs or abuse of alcohol; and
- (c) The employee completes the course of treatment prescribed, including an "after-care" group for a period up to twenty-four (24) months; submits proof of completion; and
- (d) The employee agrees to submit to random testing during hours of work during the period of "after-care."

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

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

**04/19/2007**

**APPENDIX A**  
**DRUG TESTING LOCATIONS**

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

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

## Appendix B

<b>Civil Civilians</b>							
<b>0800 to 1600</b>	<b>Sun</b>	<b>Mon</b>	<b>Tue</b>	<b>Wed</b>	<b>Thur</b>	<b>Fri</b>	<b>Sat</b>
Slot #1	DO	X	X	X	X	X	DO
Slot #2	DO	X	X	X	X	X	DO
Slot #3	DO	X	X	X	X	X	DO
<b>08300 to 1630</b>							
Slot #4	DO	X	X	X	X	X	DO
Slot #5	DO	X	X	X	X	X	DO
Slot #6	DO	X	X	X	X	X	DO
<b>0900 to 1700 (OPs)</b>							
Slot #7	DO	X	X	X	X	X	DO
Slot #8	DO	X	X	X	X	X	DO
Slot #9	DO	X	X	X	X	X	DO
<b>Civil Process Severs</b>							
<b>0600 to 1400</b>	<b>Sun</b>	<b>Mon</b>	<b>Tue</b>	<b>Wed</b>	<b>Thur</b>	<b>Fri</b>	<b>Sat</b>
Slot 1	DO	DO	X	X	X	X	X
<b>0700 to 1500</b>							
Slot #2	X	X	X	X	X	DO	DO
<b>800 to 1600</b>							
Slot #3	DO	X	X	X	X	X	DO
<b>1300 to 2100</b>							
Slot #4	DO	DO	X	X	X	X	X
Slot #5	X	X	X	X	X	DO	DO
Slot #6	DO	DO	X	X	X	X	X

### Civilian IR Days

<b>0700 to 1500</b>	<b>Sun</b>	<b>Mon</b>	<b>Tue</b>	<b>Wed</b>	<b>Thur</b>	<b>Fri</b>	<b>Sat</b>
Slot #1	DO	DO	X	X	X	X	X
Slot #2	X	X	X	X	X	DO	DO
Slot #3	X	X	DO	DO	X	X	X

COLLECTIVE BARGAINING AGREEMENT FOR PBLC (CIVILIANS) KANE COUNTY 12/17 THROUGH 11/21

<b>Civilian IR Afternoon</b>							
<b>1500 to 2300</b>	<b>Sun</b>	<b>Mon</b>	<b>Tue</b>	<b>Wed</b>	<b>Thur</b>	<b>Fri</b>	<b>Sat</b>
Slot #1	DO	DO	X	X	X	X	X
Slot #2	X	X	X	X	X	DO	DO
Slot #3	X	X	DO	DO	X	X	X
<b>Corrections Civilians</b>							
<b>0800 to 1600</b>	<b>Sun</b>	<b>Mon</b>	<b>Tue</b>	<b>Wed</b>	<b>Thur</b>	<b>Fri</b>	<b>Sat</b>
Slot #1 Mail Room (Assigned)	DO	X	X	X	X	X	DO
Slot #2 Mail Room (Assigned)	DO	X	X	X	X	X	DO
Slot #3 Lobby/Visit	DO	DO	X	X	X	X	X
Slot #4 Lobby/Visit	X	X	X	X	X	DO	DO
Slot #5	X	X	DO	DO	X	X	X

Upon signing of the CBA, the Corrections civilians will re-bid for shifts and days off.

## Appendix C

	12/1/2016		12/1/2018		12/1/2019		12/1/2020	
<b>Civilians</b>	<b>Step Adjustment</b>	<b>Hourly</b>	<b>2.0%</b>	<b>Hourly</b>	<b>2.0%</b>	<b>Hourly</b>	<b>2.0%</b>	<b>Hourly</b>
Starting Salary	25,569	12.29	26,080	12.54	26,602	12.79	27,134	13.05
Completion of 1 Year	27,235	13.09	27,780	13.36	28,335	13.62	28,902	13.90
Completion of 2 Years	28,966	13.93	29,545	14.20	30,136	14.49	30,739	14.78
Completion of 3 Years	30,842	14.83	31,459	15.12	32,088	15.43	32,730	15.74
Completion of 9 Years	33,902	16.30	34,580	16.63	35,272	16.96	35,977	17.30
	<b>12/1/2016</b>		<b>12/1/2018</b>		<b>12/1/2019</b>		<b>12/1/2020</b>	
<b>Process Servers</b>	<b>Step Adjustment</b>	<b>Hourly</b>	<b>2.0%</b>	<b>Hourly</b>	<b>2.0%</b>	<b>Hourly</b>	<b>2.0%</b>	<b>Hourly</b>
Starting Salary	29,412	14.14	30,000	14.42	30,600	14.71	31,212	15.01
Completion of 1 Year	31,301	15.05	31,927	15.35	32,566	15.66	33,217	15.97
Completion of 2 Years	33,334	16.03	34,001	16.35	34,681	16.67	35,374	17.01
Completion of 3 Years	35,485	17.06	36,195	17.40	36,919	17.75	37,657	18.10
Completion of 9 Years	39,775	19.12	40,571	19.51	41,382	19.90	42,210	20.29
	<b>12/1/2016</b>		<b>12/1/2018</b>		<b>12/1/2019</b>		<b>12/1/2020</b>	
<b>Mechanics</b>	<b>Step Adjustment</b>	<b>Hourly</b>	<b>2.0%</b>	<b>Hourly</b>	<b>2.0%</b>	<b>Hourly</b>	<b>2.0%</b>	<b>Hourly</b>
Starting Salary	38,480	18.50	39,250	18.87	40,035	19.25	40,835	19.63
Completion of 1 Year	41,366	19.89	42,193	20.29	43,037	20.69	43,898	21.10
Completion of 2 Years	44,469	21.38	45,358	21.81	46,266	22.24	47,191	22.69
Completion of 3 Years	47,804	22.98	48,760	23.44	49,735	23.91	50,730	24.39
Completion of 9 Years	51,389	24.71	52,417	25.20	53,465	25.70	54,534	26.22

## Appendix D

**Kane County  
Union - Health Plan Features**

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