

In the Matter of the Interest Arbitration Between

County of DuPage and DuPage County Sheriff :
 :
 --- and --- :
 : OPINION AND
 MAP DuPage County Sheriff's : AWARD
 Police Chapter No. 126 :
 :
 No. S-MA-07-104 :

Before Matthew W. Finkin, Arbitrator

This is an interest arbitration. The County is represented by David Lefkow, Esq. The Union by Joseph R. Mazzone, Esq. Both are seasoned counsel well experienced in disputes of this nature.

The matter was heard on June 21, 2011. On that date the parties jointly informed the Arbitrator that on the outstanding issues—Wages, Medical Insurance, Life Insurance and Term of Contract—the terms submitted to the Arbitrator would not be acceptable voluntarily, absent an arbitral award but, if awarded, would be terms they could “live with.” These issues were submitted for arbitral disposition and the mark-up of the bargaining exchanges on them made in the collective bargaining negotiation leading up to the instant submission along with other issues, both economic and non-economic, involving the County of Dupage and the Dupage County Sheriff, having been previously settled and included in this contract, which is the subject of this award, through the Tentative Agreements reached between all Parties supporting and supplemental materials submitted to the Arbitrator, said Tentative Agreements to be made part of the Award.

In an interest arbitration in Illinois the Arbitrator must apply the standards set out in 5 ILCS 315/14(h). *See, e.g., County of St. Clair v. Illinois Fraternal Order of Police Labor Council*, 388 Ill.App.3d 738, 273 Ill. Dec. 551, 789 N.E.2d 451 (5th Dist. 2003). The Arbitrator’s duty applies

Ill.App.3d 738, 273 Ill. Dec. 551, 789 N.E.2d 451 (5th Dist. 2003). The Arbitrator's duty applies equally to terms submitted under the circumstances presented here. *Village of Steamwood* (FMCS No. 100726-04276-A) (Marvin Hill, Arb. 2011). Upon the parties' representations to the Arbitrator and the Arbitrator's independent study of the terms and negotiating history, the Arbitrator is satisfied that the terms the parties have stated would be found acceptable if awarded and comply with the statutory criteria and comport with the public interest and welfare.

AWARD

The contract award as more fully set forth in the attached as:

ARBITRATED AWARD Between DU PAGE COUNTY SHERIFF AND COUNTY OF DUPAGE and METROPOLITAN ALIANCE OF POLICE, DU PAGE POLICE, CHAPTER # 126 dated June 1, 2011.



Matthew W. Finkin
Arbitrator

Date: June 15, 2011

ARBITRATED AWARD BY ARBITRAOR

MATTHEW FINKIN

Between

DU PAGE COUNTY SHERIFF AND COUNTY OF DU PAGE

and

**METROPOLITAN ALLIANCE OF POLICE,
DU PAGE POLICE , CHAPTER #126**

Effective

June 1, 2011 through November 30, 2015

CONTENTS

PREAMBLE-----6
ARTICLE I- RECOGNITION-----7
 Section 1.1- Representative Unit-----7
 Section 1.2- Gender-----7
ARTICLE II- MANAGEMENT RIGHTS-----8
 Section 2- Rights Residing in Management-----8
ARTICLE III- UNION RIGHTS AND RESPONSIBILITIES-----9
 Section 3.1- Labor/Management Meetings-----9
 Section 3.2- Time Off for Union Activities-----9
 Section 3.3- Union Bulletin Boards-----9
 Section 3.4- Designation of Stewards-----9
 Section 3.5- Union Duty of Fair Representation-----9
 Section 3.6- Union Activity During Working Time-----10
 Section 3.7- Access to Premises by Union Representative-----10
 Section 3.8- Information Provided to Union-----10
 Section 3.9- Distribution of Literature-----11
 Section 3.10- Union Orientation-----11
 Section 3.11- Promotions and Suspensions-----11
ARTICLE IV- UNION SECURITY-----12
 Section 4.1- Dues Deduction-----12
 Section 4.2- Fair Share-----12
 Section 4.3- Indemnification-----12
ARTICLE V- NON-DISCRIMINATION-----13
 Section 5.1- Prohibition Against Discrimination - Public Relations Act-----13
 Section 5.2- Prohibition Against Discrimination - EEO-----13
 Section 5.3- Prohibition Against Discrimination - Union Memberships-----13
 Section 5.4- Grievances-----13
ARTICLE VI- SENIORITY-----14
 Section 6.1- Probationary Period-----14
 Section 6.2- Definition of Seniority-----14
 Section 6.3- Seniority List-----15
 Section 6.4- Termination of Seniority-----15
 Section 6.5- Seniority While on Leave of Absence-----15
 Section 6.6- Accrual of Seniority-----15
ARTICLE VII- DISCIPLINE AND DISCHARGE-----16
 Section 7.1- Discipline-----16
 Section 7.2- Pre-Discipline Meeting-----16
 Section 7.3- DuPage County Merit Commission and Grievance Arbitration-----16
 Section 7.4- Limitations-----17
 Section 7.5- Modified Discipline-----17
 Section 7.6- Notice of Discipline-----17
 Section 7.7- Global Positioning System(GPS) Video Recording-----17
 Section 7.8- Outside employment while on suspension without pay-----17
ARTICLE VIII- GRIEVANCE PROCEDURE-----18
 Section 8.1- Definition of Grievance-----18
 Section 8.2- Class Grievance-----18
 Section 8.3- Grievance Procedure-----18
 Section 8.4- Use of the Grievance Procedure-----18
 Section 8.5- Step - 1-----18
 Section 8.6- Step - 2-----19
 Section 8.7- Step - 3-----19
 Section 8.8- Step - 4-----19

Section 8.9- Authority of the Arbitrator-----	20
Section 8.10- Time Limits-----	20
Section 8.11- Information Requests-----	20
Section 8.12- Grievance Meetings-----	21
Section 8.13- Time Off-----	21
Section 8.14- Waiver of Grievance Procedure-----	21
ARTICLE IX- LAYOFF AND RECALL-----	22
Section 9.1- Layoff-----	22
Section 9.2- Recall-----	22
Section 9.3- Severance Pay Policy-----	22
ARTICLE X- HOLIDAYS-----	23
Section 10.1- Employees Not Assigned To a Monday-Friday Work Schedule-----	23
Section 10.2- Designated Holidays/Holiday Pay for Court Security Employees-----	23
Section 10.3- Requirements-----	23
Section 10.4- Eligibility-----	23
Section 10.5- Detectives-----	24
Section 10.6- Holiday During Vacation-----	24
Section 10.7- Advance Notice-----	24
ARTICLE XI- VACATION-----	25
Section 11.1- Accrual of Benefits-----	25
Section 11.2- Use Of Vacation Time and Cancellation-----	25
Section 11.3- Payout of Vacation Benefits-----	26
Section 11.4- Vacation Carryover-----	26
Section 11.5- Vacation Selection within Court Security-----	26
Section 11.6- Vacation Eligibility-----	27
ARTICLE XII- SICK LEAVE-----	28
Section 12.1- Definition-----	28
Section 12.2- Sick Leave Accrual-----	28
Section 12.3- Notification and Use of Sick Leave-----	29
Section 12.4- Annual Sick Leave Payout-----	29
Section 12.5- Sick Leave Payout at Separation-----	29
Section 12.6- Notification of Balances-----	29
Section 12.7- Personal Days-----	29
ARTICLE XIII- LEAVES OF ABSENCE-----	30
Section 13.1- Military Leave-----	30
Section 13.2- Jury Duty /Court Service-----	30
Section 13.3- Family Medical Leave-----	30
Section 13.4- Bereavement/Funeral Leave-----	30
Section 13.5- Notification-----	31
Section 13.6- Personal Leave of Absence-----	31
Section 13.7- Occupational Disability/ Worker's Compensation-----	31
Section 13.8- Non-Occupational Disability-----	31
Section 13.9- Job Security-----	31
Section 13.10- Benefit Continuation-----	31
Section 13.11- Return to Work-----	32
ARTICLE XIV- HOURS OF WORK AND OVERTIME-----	33
Section 14.1- No Guarantee-----	33
Section 14.2- Normal Work Hours-----	33
Section 14.3- Work Schedules by Unit-----	33
Section 14.4- Work Schedules and Posting of Schedules-----	35
Section 14.5- Shift Bidding-----	35
Section 14.6- Shift Exchange-----	35
Section 14.7- Overtime and Overtime Distribution-----	36

Section 14.8- Overtime Distribution -----	36
Section 14.9- Special Duty Details -----	37
Section 14.10- Compensatory Time -----	38
Section 14.11- No Pyramiding -----	38
Section 14.12- Attendance at Court, Coroner Inquest, or Bureau Chief Hearings -----	38
Section 14.13- Overtime Pay -----	39
ARTICLE XV- AUTOMOBILE -----	40
Section 15- Automobile -----	40
ARTICLE XVI- INSURANCE -----	41
Section 16.1- Benefits and Premiums -----	41
Section 16.2- Survivor's Insurance -----	41
Section 16.3- Retiree's Insurance Coverage and Contribution and Early Buyouts -----	41
ARTICLE XVII- PERFORMANCE EVALUATIONS -----	42
Section 17- Performance Evaluations -----	42
ARTICLE XVIII- SALARIES -----	43
Section 18.1- Steps Increase -----	43
Section 18.2- Step Increases on Anniversary Date -----	43
Section 18.3- Call Back Pay -----	43
Section 18.4- K-9 Compensation -----	43
Section 18.5- Stipends -----	43
ARTICLE XIX- MISCELLANEOUS -----	45
Section 19.1- Printing of Agreement -----	45
Section 19.2- Personnel Files -----	45
Section 19.3- Retirement Stars and Identification -----	45
Section 19.4- Residency -----	45
Section 19.5- Resignation: Voluntary Termination -----	45
Section 19.6- Reimbursement of Training and Equipment Expenses -----	45
Section 19.7- Outside Employment -----	46
Section 19.8- Rules and Regulations -----	46
Section 19.9- Temporary Light Duty -----	46
Section 19.10- Reassignment -----	46
Section 19.11- Tuition Reimbursement -----	46
Section 19.12- Adoption Assistance -----	46
Section 19.13- Survivor's Benefits -----	47
Section 19.14- Pension Plan/Retirement -----	47
Section 19.15- Employee Retention Program -----	47
ARTICLE XX- WORKING CONDITIONS -----	48
Section 20.1- Work Environment -----	48
Section 20.2- Communicable Diseases -----	48
Section 20.3- Safety Training for Field Work -----	48
Section 20.4- Sub Contracting -----	48
ARTICLE XXI- UNIFORM -----	49
Section 21.1- Uniforms -----	49
Section 21.2- Clothing Allowance -----	50
ARTICLE XXII- EMPLOYEE DRUG, ALCOHOL AND OTHER TESTING -----	51
Section 22.1- Employee Drug and Alcohol Testing Policy -----	51
Section 22.2- Prohibitions against use or consumption of Narcotics, Alcohol, or Other Substances Pursuant to this Agreement -----	51
Section 22.3- Over-the-Counter/Prescription Drugs -----	52
Section 22.4- Type of Testing -----	52
Section 22.5- Order to Take Test -----	52
Section 22.6- Tests to Be Conducted -----	52
Section 22.7- Results -----	53

Section 22.8- Right to Contest -----	53
Section 22.9- Voluntary Request for Assistance -----	53
Section 22.10- Pre-Employment Testing -----	53
Section 22.11- Employee Assistance Program -----	54
ARTICLE XXIII- EMPLOYEE SOLICITATION -----	55
Section 23- Employee Solicitation -----	55
ARTICLE XXIV- NO STRIKE OR LOCKOUT -----	56
Section 24.1- Strike Prohibited -----	56
Section 24.2- Discipline of Strikers -----	56
Section 24.3- No Lockout -----	56
Section 24.4- Employer's Judicial Remedies -----	56
ARTICLE XXV- ENTIRE AGREEMENT -----	57
Section 25- Entire Agreement -----	57
ARTICLE XXVI- SAVINGS CLAUSE -----	58
Section 26- Savings Clause -----	58
ARTICLE XXVII- DURATION AND TERM OF AGREEMENT -----	59
Section 27- Duration and Terms of Agreement -----	59
APPENDIX A - WAGES -----	60
APPENDIX B - RESIDENCY BOUNDARIES -----	62
APPENDIX C - OVERTIME REMOVAL -----	63
APPENDIX D - OVERTIME REQUEST -----	64
APPENDIX E - OFF 4-93 SPECIAL DUTY DETAILS -----	65
APPENDIX F - PER 1-2.1 LIGHT DUTY -----	75
APPENDIX G - PER 1-1 SICK LEAVE -----	79
APPENDIX H - SEVERANCE PAY -----	81
APPENDIX I - PAYOUT OF VACATION -----	83
APPENDIX J - WORKERS COMPENSATION -----	84
APPENDIX K - NON-OCCUPATIONAL DISABILITY -----	86
APPENDIX L - BENEFIT CONTINUATION -----	89
APPENDIX M - TUITION REIMBURSEMENT -----	90
APPENDIX N - ADOPTION ASSISTANCE -----	91
APPENDIX O - PENSION -----	93
APPENDIX P - EMPLOYEE RETENTION -----	96

PREAMBLE

This Collective Bargaining Agreement is made and entered into by and between the County of DuPage and the DuPage County Sheriff, (hereinafter collectively referred to as the "Employer") and the Metropolitan Alliance of Police on behalf of Chapter #126, (hereinafter referred to as either the "Union" or "MAP").

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

ARTICLE I- RECOGNITION

Section 1.1- Representative Unit

The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages, hours of work, and other conditions of employment as determined by law for employees in the bargaining unit described below, and in compliance with such certification. The bargaining unit consists of all full-time employees as follows certification issued by the Illinois State Labor Relations Board on March 23, 2006, in case No. S-RC-05-153:

- Included: All Deputy Sheriffs below the rank of sergeant in the Sheriff's Administrative Bureau, Law Enforcement Bureau, Fugitive Apprehension Unit within the Corrections Bureau, School Liaison Unit, Gang Suppression/Problem Investigation Unit, DuPage County Metropolitan Enforcement Group (DUMEG) Consortium and Beat Auto Theft Through Law Enforcement (BATTLE) Consortium.
- Excluded: Deputy Sheriffs below the rank of sergeant employed by the County of DuPage and the Sheriff of DuPage County in the Sheriff's Correction Bureau in positions in the County Jail, the Sheriff's Work Alternative Program, the Young Adult Work Camp, the Periodic Imprisonment Unit, the Corrections Transport Unit and the Release and Detention (R&D) unit; Deputy Sheriffs of the rank of sergeant and above; all civilian and non-peace officer employees of the Sheriff's Office, and all other employees of the County of DuPage and Sheriff of DuPage County.

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

Section 1.2- Gender

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

ARTICLE II- MANAGEMENT RIGHTS

Section 2- Rights Residing in Management

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

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

ARTICLE III- UNION RIGHTS AND RESPONSIBILITIES

Section 3.1- Labor/Management Meetings

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

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

Section 3.2- Time Off for Union Activities

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

Section 3.3- Union Bulletin Boards

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

Section 3.4- Designation of Stewards

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

Section 3.5- Union Duty of Fair Representation

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

Section 3.6- Union Activity During Working Time

Employees shall not engage in union activity during their working time without the express permission of the Sheriff or his designee, and such permission shall not be unreasonably withheld. Where the Sheriff or designee requests a meeting at which an employee Union representative(s) is requested to be present, the employee Union representative(s) will be compensated for the time spent in such meeting if the employee Union representative(s) would otherwise be working for the Sheriff.

Section 3.7- Access to Premises by Union Representative

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

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

Section 3.8- Information Provided to Union

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

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

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

Section 3.9- Distribution of Literature

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

Section 3.10- Union Orientation

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

Section 3.11- Promotions and Suspensions

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

ARTICLE IV- UNION SECURITY

Section 4.1- Dues Deduction

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

Section 4.2- Fair Share

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

Section 4.3- Indemnification

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

ARTICLE V- NON-DISCRIMINATION

Section 5.1- Prohibition Against Discrimination – Public Relations Act

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

Section 5.2- Prohibition Against Discrimination – EEO

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

Section 5.3- Prohibition Against Discrimination – Union Memberships

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

Section 5.4- Grievances

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

ARTICLE VI- SENIORITY

Section 6.1- Probationary Period

The probationary period for all newly hired employees into the Sheriff's Office, or those initially transferred into the bargaining unit, shall be twelve (12) months. The probationary period for all newly hired employees may be extended up to an additional six (6) months based upon reasonable grounds. All newly hired employees or those initially transferred into the bargaining unit, and those hired after loss of seniority shall be considered probationary until they have completed their probationary period. During the probationary period, an employee who fails to demonstrate the ability and qualifications necessary for satisfactory job performance or on the basis of any other reasons deemed sufficient by the Employer, may be discharged or demoted for any reason not prohibited by law.

Any employee appointed to an assignment covered by this Agreement shall serve a new twelve (12) month probationary period in said classification. At his sole discretion, the Sheriff may transfer the employee back to his former classification and salary within said twelve month probationary period so long as such action is reasonable.

A probationary employee shall have no recourse to the grievance procedure to contest any discipline imposed on the employee.

Section 6.2- Definition of Seniority

For the purpose of this Agreement, seniority shall be defined as an employee's length of continuous full-time service with the Sheriff's Office as a sworn deputy sheriff, excluding time off due to layoff or any other unpaid leave of absence.

There shall be no seniority among employees serving an original probationary period as a Deputy Sheriff within the collective bargaining unit. Upon successful completion of the original probationary period, an employee shall acquire seniority retroactive to the employee's original date of hire with the Employer.

Seniority shall be applied as follows:

- 1) If a Deputy is assigned to Court Security or the Law Enforcement Bureau they keep their Office hire date seniority for purposes of accruing benefits (i.e., sick time, vacation time, etc).
- 2) When selecting/bidding for vacation time in either Court Security / or the Law Enforcement Bureau, Deputies shall utilize their Office hire date seniority.
- 3) In the Court Security Division, when submitting requests for assignments Deputies shall utilize their date of assignment to Court Security as provided herein.
- 4) When submitting shift requests and beat assignments requests in the Law Enforcement Bureau, patrol division, Deputies shall utilize their date of assignment to the Law Enforcement Bureau.
- 5) If a Deputy is assigned within the Law Enforcement Bureau, (Det, FIU, NLO etc.) they maintain both their Office hire date and date into LEB seniority.
- 6) If a Deputy is transferred to a position outside of the bargaining unit and later returns to the bargaining unit, their Office hire date shall be used for benefit calculation purposes and their previous seniority accumulation within the bargaining unit shall be used for purposes of shift, beat and vacation requests. Transfers for a period not in excess of ninety (90) days shall continue to accrue seniority for all purposes.

Section 6.3- Seniority List

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

Section 6.4- Termination of Seniority

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

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

Section 6.5- Seniority While on Leave of Absence

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

Section 6.6- Accrual of Seniority

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

ARTICLE VII- DISCIPLINE AND DISCHARGE

Section 7.1- Discipline

Disciplinary action may be imposed upon a post-probationary employee only for cause.

Discipline imposed on bargaining unit members of three (3) days suspension without pay or less is solely subject to review under the grievance procedure, through step 3(to the Sheriff) and is not arbitrable. Discipline of four (4) days to sixty (60) days, or longer suspension without pay may be imposed by the Sheriff and reviewed solely through appeal to the Sheriff's Merit Commission. Such discipline shall not be grievable. (For recommendations of termination, see section 7.3 herein).

In addition, nothing in this agreement is intended or should be construed to waive an employee's right to union representation during questioning that the employee reasonably believes may lead to discipline as contained in such cases as Central Management Services and Corrections (Morgan), 1 PERI par. 2020 Central ISLRB, (1985), and NLRB v. Weingarten, 420 U.S. 251 (1975). Nothing in this agreement shall be construed to waive an employee's rights under the Uniform Peace Officer's Disciplinary Act (50 ILCS 725/1).

Section 7.2- Pre-Discipline Meeting

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

Section 7.3- DuPage County Merit Commission and Grievance Arbitration

The DuPage County Sheriff's Merit Commission shall continue to maintain its present oversight and review responsibilities with respect to the disciplinary recommendation of suspension of an employee under its jurisdiction where such authority or jurisdiction has not been modified by this Agreement, and that nothing herein shall infringe on the function of the Sheriff's Merit Commission in testing applicants for new positions or promotions, and creating eligibility lists for any such positions for which the Sheriff shall fill during the term of this Agreement.

If the Sheriff recommends termination for an employee covered by this Agreement, that employee may elect to have the recommendation of termination by the Sheriff to the Sheriff's Merit Commission reviewed through the grievance procedure of this Agreement or determined through the procedures of the Sheriff's Merit Commission, but not both. Once an employee elects to have a recommendation of termination reviewed through the grievance procedure, he/she shall be barred from electing review of said discipline through the Sheriff's Merit Commission for that occurrence. Concurrently, once an employee elects to have discipline reviewed through the Sheriff's Merit Commission, he/she shall be barred from review through the grievance procedure.

The employee shall provide written notice of his election to the Sheriff within five (5) business days from receipt of the written notice of discipline. Grievances involving terminations filed as a result of this review procedure shall be initiated at Step 3-Arbitration.

Should an employee subject to a suspension choose to appeal the suspension decision to the Sheriff's Merit Commission, and that Commission, through their review and hearing process, in their sole discretion, delivers a ruling of termination, the Union may elect

to have that ruling appealed through the arbitration step of the grievance procedure.

Section 7.4- Limitations

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

Section 7.5- Modified Discipline

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

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

Section 7.6- Notice of Discipline

In the event disciplinary action is taken against an employee, other than oral discipline, the Employer shall furnish written notice to the employee, which shall generally state the reasons for such discipline, and the direction to the employee for future behavior. Copy of such written notice should be maintained in the employee's personnel file.

Section 7.7- Global Positioning System(GPS) Video Recording

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

Section 7.8- Outside employment while on suspension without pay

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

ARTICLE VIII- GRIEVANCE PROCEDURE

Section 8.1- Definition of Grievance

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

Section 8.2- Class Grievance

The Union may file a Class Grievance if it affects two (2) or more bargaining unit members whose grievances involve the same issues, interpretations, and contract provisions so that a decision as to one (1) grievant shall be decisive as to all members of the class. As such, Class Grievances will be submitted by the Union President or President of Chapter #126.

Section 8.3- Grievance Procedure

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

Section 8.4- Use of the Grievance Procedure

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

Section 8.5- Step – 1

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

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

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

1 grievance, the Employee may proceed to Step 2 of the Grievance Procedure.

Section 8.6- Step - 2

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

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

Section 8.7- Step - 3

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

The written appeal shall generally state the basis upon which the Employee believes the grievance was improperly denied at the previous step of the Grievance Procedure. The Sheriff, or his designee, shall offer to discuss the grievance with the grievant and an authorized representative of the Union. If no settlement of the grievance is reached, the Sheriff, or his designee, shall provide a written response to the grievant within seven (7) calendar days after receiving the written Step 3 Grievance, not including the day the response was received, or the day the response was due if no response was received generally stating the basis upon which the employer is denying the grievance.

Section 8.8- Step - 4

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

If the grievance is appealed to arbitration, representatives of the Employer and the Union shall attempt to agree upon an arbitrator. In the event the parties are unable to agree upon an arbitrator the parties shall jointly request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service who are members of the National Academy of Arbitrators residing in Illinois, Indiana, Iowa, or Wisconsin. The parties, shall alternately strike the name of an arbitrator, with the party requesting arbitration making the

first strike. The person whose name remains shall be the arbitrator, provided that either party, before striking names, shall have the right to reject one (1) panel of arbitrators. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union requesting that he/she set a time and date for the hearing subject to the availability of the Employer and the Union representatives. The arbitrator shall notify the Employer and the Union of the mutually agreed upon date and time of the hearing. No more than one grievance may be submitted to an arbitrator at any one time without the consent of the other party. The parties shall share fees and expenses of the arbitrator, arbitration hearing, and the cost of the transcript equally incurred from arbitration. The costs of the arbitrator's fee, arbitration and the arbitration hearing shall be divided equally between the parties.

Section 8.9- Authority of the Arbitrator

The arbitrator shall have no right or authority to amend, modify, nullify, ignore, add to, or subtract from the provisions of the Agreement. The arbitrator shall consider and decide only the question as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall only be empowered to determine the issue raised by the grievance as initially presented in writing and shall have no authority to make a decision on any issue not so submitted or raised.

The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with any applicable laws or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Sheriff, the County, or the Sheriff's Merit Commission which are granted to the Sheriff, the County, or the Merit Commission by law, court decisions, or the provisions of this Agreement, except as expressly limited by the specific provisions of this Agreement.

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

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

Section 8.10- Time Limits

Grievances may be withdrawn at any step of the procedure. If a grievance is not presented by the employee within the time limits set forth above; it shall be considered "waived" and may not be pursued further. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Sheriff's last answer.

Grievances not discussed or answered by the Employer within the designated time limits stated in this grievance procedure shall be viewed by the aggrieved employee as denied and the employee may elect to appeal the grievance to the next step of the grievance procedure. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article but no extension of time shall be implied by any action or inaction of either party if not expressly stated in writing.

Section 8.11- Information Requests

The Employer recognizes the legal rights of the Union to information necessary to process grievances. Upon request, the Employer

will provide the Union with such information as is required by law and the Union will respond in like fashion to any lawful employer request for information.

Section 8.12- Grievance Meetings

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

Section 8.13- Time Off

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

Section 8.14- Waiver of Grievance Procedure

If an employee seeks resolution of a grievance in any other forum, e.g. administrative or judicial tribunal, the Employer shall have no obligation to entertain or proceed further with the matter pursuant to this procedure.

ARTICLE IX- LAYOFF AND RECALL

Section 9.1- Layoff

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

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

Section 9.2- Recall

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

Section 9.3- Severance Pay Policy

In the event of a layoff or voluntary separation, the employees covered by this agreement shall receive severance pay as enumerated in the Severance Pay Policy from the County's Personnel Manual at Chapter 5C, Page 5, Paragraph B1 attached hereto in Appendix H.

ARTICLE X- HOLIDAYS

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

For the term of this agreement, there shall be fourteen (14) regularly paid holidays for all non-probationary employees assigned to a shift different than a Monday through Friday schedule and who do not receive the designated holidays as time off, said holidays shall be designated in writing by the Sheriff or his designee on or about September 1 of the prior year, which will be observed for the following year. All deputies covered by this agreement assigned to a shift different than a Monday through Friday schedule and who do not receive the designated holidays as time off shall receive as and for holiday pay on the first pay period of June and December, fifty-six (56) hours of pay at the affected officer's regular straight-time hourly rate for each of those pay periods.

Section 10.2- Designated Holidays/Holiday Pay for Court Security Employees

The Chief Judge shall determine the designated holidays for the employees assigned to the Court Security Division. Employees working in the Court Security Division shall not be entitled to holiday pay. However, in the event that a court is in session on a designated holiday, court security deputies assigned to the in-session courtroom shall receive holiday pay compensation for the holiday worked. In addition to the designated twelve (12) holidays by the Chief Judge, Deputies assigned to Court Security will be allowed two (2) floating holidays to be requested and approved off by a supervisor. At no time will the floating holidays and designated holidays exceed fourteen (14).

Section 10.3- Requirements

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

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

Section 10.4- Eligibility

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

In order for an employee to be eligible for holiday pay, the employee must work or take an approved leave on the last regularly scheduled work day immediately preceding the holiday and the first regularly scheduled work day immediately following the

holiday, unless absent for good cause, which absence is approved by the Sheriff or his designee(s), such approval shall not be unreasonably withheld.

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

Section 10.5- Detectives

In the Law Enforcement Bureau, Detective Division, normally no more than one (1) detective shall be on call for each holiday during the year.

Section 10.6- Holiday During Vacation

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

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

Section 10.7- Advance Notice

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

ARTICLE XI- VACATION

Section 11.1- Accrual of Benefits

Vacation shall be earned yearly based on the employee's date of employment during a given calendar year, in accordance with the following schedule and based on the current shift assignment:

COMPLETED YEARS OF SERVICE	HOURS PER YEAR – 8 HOUR SHIFT	HOURS PER YEAR – 10 HOUR SHIFT	HOURS PER YEAR – 12 HOUR SHIFT
2 years through 3 years	80	80	80
4 years through 8 years	120	120	120
9 years through 15 years	160	160	160
16 years	168	170	172
17 years	176	180	184
18 years	184	190	196
19 years	192	200	208
20 years	200	210	220
21 years	208	220	232
22 years	216	230	244
23 years	224	240	256
24 years+	232	250	268

Years of service shown are completed years. Accrual of vacation time ceases during any medical or personal leave of absence of over thirty calendar (30) days.

Section 11.2- Use Of Vacation Time and Cancellation

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

Vacation time shall be authorized on the basis of seniority with the Office. Normally no more than two (2) persons from a watch/division section shall be on vacation at any one time, more MAY be allowed as long as manpower needs are met. Supervisors that are responsible for the approval and submission of vacation schedules also have the authority to grant requests for changes in these schedules. Supervisors shall set and approve the vacation schedules. However, employees' scheduling requests or requested changes may or may not be granted depending on operational needs as determined by the Sheriff or his designee(s). Vacation dates may be changed or canceled by the Sheriff or his designee(s) in the event of exigent circumstances. In the event of such cancellation, the re-scheduling will be accomplished in accordance with the provisions of this Agreement. In the event a covered employee shall experience out of pocket expenses incurred as a result of such cancellation, the employee shall submit written proof of such loss for the consideration of the Employer for purposes of reimbursement.

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

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

The current process of picking vacation time for LEB, Fugitive Apprehension Unit, School Liaison, Gang Suppression/Problem Investigation Unit, DUMEG and BATTLE shall remain in effect for the duration of this contract. Once a member's vacation is approved and scheduled, the member will be allowed to take that vacation even if transferred and a scheduling conflict develops, as authorized by the Sheriff or his designee.

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

Section 11.3- Payout of Vacation Benefits

The employees covered by this agreement shall receive payout of vacation benefits in accordance with the Vacation Time Policy from the County's Personnel Manual at Chapter 4D Page 9, Paragraph #4 attached hereto in Appendix I.

Section 11.4- Vacation Carryover

It is expected that earned vacation will be taken during that calendar year. However, up to eighty (80) hours of earned vacation time not taken during a calendar year may be carried over to the next year with the prior written permission of the Sheriff or his designee(s). Any pre- approved vacation carried over in excess of 80 hours, over and above of the allowed 80 hours, must be used within the first quarter.

Section 11.5- Vacation Selection within Court Security

Vacation time shall be authorized based on the needs of the Chief Judge first and thereafter selected based on seniority as designated

in this agreement. Vacation requests within the Court Security Division shall be made in accordance with Section 11.2 of this article.

Vacation Weeks:

Vacation weeks will be selected by Office Hire date seniority. There will be two separate vacation calendar seniority lists: one for deputies and one for corporals. Vacation week selection will start with the most senior member from each list and continue through to the least senior member. Normally no more than Five (5) court security deputies, and two (2) Corporal's, will be allowed to take vacation on an individual weeks, more may be allowed as long as manpower needs are met.

Single Vacation Days:

Any vacation days remaining after the vacation week selection will be considered single vacation days. After the vacation week calendar is completed, a single day vacation calendar will be started using the same seniority list procedure used for selecting vacation weeks. Any single vacation days remaining after the single vacation day calendar is completed will revert to a "first come, first serve" basis.

Section 11.6- Vacation Eligibility

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

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

ARTICLE XII- SICK LEAVE

Section 12.1- Definition

Employees covered by this Agreement who have completed their newly hired probationary period shall be entitled to paid sick leave. Paid sick leave is a benefit in recognition that employees may occasionally be absent because of various illnesses or injuries.

The Employer believes that employees should be protected against a loss of income because of such temporary absences. To the extent permitted by law, paid sick leave can only be used for an approved absence that falls under the following guidelines:

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

Section 12.2- Sick Leave Accrual

Sick leave credits do not accrue during the initial probationary period of employment after the date of hire with the office. All deputies covered by this agreement shall accrue paid sick leave at the following rate:

YEARS OF COMPLETED CONTINUOUS SERVICE	ACCRUED SICK HOURS PER YEAR FOR 8 HOUR SHIFTS	ACCRUED SICK HOURS PER YEAR FOR 10 HOUR SHIFTS	ACCRUED SICK HOURS PER YEAR 12 HOUR SHIFTS
1 through 5 years of completed service	48 hours per year	60	72
6 through 10 years of completed service	56 hours per year	70	84
11 through 15 years of completed service	64 hours per year	80	96
16 through 20 years of completed service	72 hours per year	90	108
21 years or greater of completed service	80 hours per year	100	120

All employees covered by this agreement shall be allowed up to a maximum of 2000 hours of sick leave accumulation.

Section 12.3- Notification and Use of Sick Leave

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

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

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

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

Section 12.4- Annual Sick Leave Payout

The employees covered by this agreement shall receive an annual sick leave payout in accordance with the Sick Time Policy from the Sheriff's Office General Order PER 1-1 pages 2-24, attached hereto in Appendix G.

Section 12.5- Sick Leave Payout at Separation

The employees covered by this agreement shall receive a sick leave payout at separation as enumerated in Sheriff's Office General Order PER 1-1 pages 22 through 24 attached hereto in Appendix G.

Section 12.6- Notification of Balances

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

Section 12.7- Personal Days

Regular full-time employees shall be allowed request to use the number of accrued sick hours necessary to take three (3) scheduled shifts off each fiscal year as personal days. Employees wishing to use a personal day shall make his/her request in writing at least two (2) business days in advance of the date requested. In case of emergency or otherwise approved by the supervisor, the two (2) day notice may be waived. Use of a personal day shall not be unreasonably denied by management. Such days cannot be carried over or accumulated as personal days beyond the end of the fiscal year. These personal days are taken out of accumulated sick leave, however an employee must have a minimum number of sick leave hours equaling 10 work shifts in order to qualify for such leave.

ARTICLE XIII- LEAVES OF ABSENCE

Section 13.1- Military Leave

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

Section 13.2- Jury Duty /Court Service

It is the policy of the Employer to follow all Federal and State laws regarding Jury Duty or Court Service. All bargaining unit employees covered by this Agreement, who are called to serve on a jury, or as a result of his duties where the employee is not an adverse party or adverse party in interest to the County or the Sheriff, may appear before a court as a witness in response to a subpoena or other directive and shall be granted a leave of absence with pay for the time they are required to serve, less payment received for acting as a juror or a witness.

The employee shall present the court document which gives instructions to report for jury duty or the subpoena to testify to the Sheriff or designee. If an employee is released as a witness from jury duty, the employee shall return to work for the remainder of the work shift unless the work schedule is modified by his immediate supervisor.

Upon his return, the employee shall submit documentation evidencing that he appeared and served as a juror and shall remit any witness fee in order to receive pay for such jury service. The employee shall be reimbursed for those hours they are required to testify, less payment received for witnessing. All employee benefits will continue in effect during subpoenaed jury duty or performance of witness duties.

Employees who appear in court as the plaintiff, witness, or defendant in any action not related to his official duty shall not be paid for time away from work unless that time is accrued vacation or compensatory time.

Section 13.3- Family Medical Leave

The Employer will comply with all Federal and State laws in granting Family Medical Leave, and may take any actions not inconsistent with such laws or the terms of this Agreement. Any dispute over an alleged violation of this section (13.3) may be pursued through the appropriate step in the grievance procedure prior to arbitration.

Section 13.4- Bereavement/Funeral Leave

When a death occurs in an employee's immediate family, all bargaining unit employees covered by this Agreement, upon request, may be excused for up to three consecutive calendar days, for the purpose of attending the services. This leave time pertains only when a wake or funeral occurs during the time that the employee would normally be on duty. It is not intended to be an addition to vacation or regular days off.

To qualify for funeral leave, an employee must notify the Sheriff or designee of the need for funeral leave as soon as possible. An eligible employee shall be paid funeral leave at his normal straight time daily rate of pay for any day or days on which he is excused but would have otherwise been scheduled to work. An otherwise eligible employee will not receive funeral pay when it duplicates

pay received for time not worked for any other reason, e.g., funeral leave is available only for scheduled work days and cannot be used in conjunction with any scheduled day off.

For the purposes of this policy, "immediate family" members include: parent, child, mother-in-law, father-in-law, stepparent, stepchild, grandparent, spouse, sibling, sister-in-law, brother-in-law, grandparent-in-law, half-sister, half-brother, or grandchild. Any additional time off will be charged to, and limited by, any accrued sick leave and vacation time. Funeral leave is subject to the approval of the Sheriff or designee(s) and will require written documentation declaring the relationship to the employee, the date and the place of the funeral and proof of attendance where requested before payment is made.

Section 13.5- Notification

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

Section 13.6- Personal Leave of Absence

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

Section 13.7- Occupational Disability/ Worker's Compensation

The employer will follow State and Federal laws which provide for protection of employees experiencing occupational disabilities through accidents or illness in the course of employment. The employees covered by this agreement shall receive occupational disability benefits in accordance with the Workers' Compensation Policy from the County's Personnel Manual at Chapter 3C, attached hereto in Appendix J.

Section 13.8- Non-Occupational Disability

The employees covered by this agreement shall receive non-occupational disability benefits in accordance with the IMRF Policy from the County's Personnel Manual at Chapter 3B, attached hereto in Appendix K. These benefits are provided by IMRF and not by the employer.

Section 13.9- Job Security

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

Section 13.10- Benefit Continuation

While an employee is on a Family Medical Leave (FMLA), the County will provide medical and dental insurance coverage at the current employee rate. If an employee continues to be off of work after exhausting their twelve (12) weeks of FMLA, the employee will be responsible for the entire amount of the premium as stated in the County's Personnel Manual, Chapter 4, Policy 4J, Guideline E, attached as Appendix L.

During an absence of longer than thirty (30) consecutive days, the employee will not accrue vacation or sick time, nor will the employee be eligible for holiday pay after the 30th day of an occupational or non-occupational disability leave.

Section 13.11- Return to Work

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

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

ARTICLE XIV- HOURS OF WORK AND OVERTIME

Section 14.1- No Guarantee

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

Section 14.2- Normal Work Hours

The current normal work hours in effect for employees are described in the paragraphs which follow. The normal work schedule for Detectives, FIU Detectives, Civil Unit, Warrant Unit, DUMEG, Community Resource Unit, BATTLE and Court Security Deputies shall consist of eight (8) hour shifts, as specified in the following paragraphs, such that the employee is normally scheduled for eighty (80) hours of work in a 14-day work period in accordance with the provisions of Section 7(k) of the Fair Labor Standards Act. The normal work schedule for Patrol Deputies shall consist of twelve (12) hour shifts, as specified in the following paragraphs, such that the employee is normally scheduled to work one hundred sixty (160) hours in a twenty-eight (28) day work period, in accordance with the provisions of Section 7(k) of the Fair Labor Standards Act. The normal work schedule for Gang Suppression/ Problem Solving Unit (SR-22) shall consist of ten (10) hour shifts, as specified in the following paragraphs, such that the employee is normally scheduled for eighty (80) hours of work in a 14-day work period in accordance with the provisions of Section 7(k) of the Fair Labor Standards Act. Except in an emergency, changes in the current normal work days, work schedules or work period may only be made by the Sheriff or his designee(s) as provided in this Article and such changes shall not be made to solely avoid the payment of overtime.

Section 14.3- Work Schedules by Unit

PATROL: Work twelve (12) hour shifts.

Available current shifts for Members assigned to the patrol division, based on shift bidding as outlined below, are:

DAYS: 0500 – 1700 AND 0600 – 1800

POWER: 1500 – 0300

MIDNIGHT: 1800 – 0600

The current 12-hour schedule is based on 84 hours worked during a two (2) week period and allows for four (4) hours of duty reduction time (DRT) time. The DRT time may be taken in one (1) hour increments, unless otherwise approved by the employees supervisor, during the period earned, subject to approval by the shift Watch Commander and may not be taken in the middle of scheduled shift. Availability of time off will be based on LEB seniority. In the event an affected Deputy is not able to take his/her DRT time off said deputy shall be paid those DRT hours at the Deputy's straight time rate of pay. DRT hours are not subject to roll

over from pay period to pay period. In the event a Deputy is mandated to stay during scheduled DRT time, the Deputy shall be paid at their overtime rate for the time that they actually were mandated to work and the DRT time shall not be carried over.

DETECTIVE: Work eight (8) hours shifts. Mon – Fri
Normal schedule is 0800-1600 or 1500-2300 or, as deemed necessary for the operational needs of the Office.

FIU DET: FIU Detectives will work a rotating schedule consisting of five (8) hour shifts. The work schedule will be developed by the FIU members in order to provide 24 hour a day seven day a week coverage including a Detective on call for the County Coroner, and a Detective on call between 0001 hours and 0700 hours. The number of weeks in rotation will depend on the number of FIU Detectives in the Unit. The Unit Supervisor and/or the LEB Chief will approve the schedule.

TOWNSHIP: Employees in the patrol division may be assigned to work hours in specific Townships as designated by the contract agreements with those Townships. Currently the Sheriff's Office has Township assignments that have 8 or 12 hour shifts, subject to agreement with the Township. Deputies assigned to these townships shall work the shift lengths that are agreed upon by the Office and the Township for operational needs.

SR22- Gang Normally scheduled to ten (10) hour shifts with rotating days off and subject
Suppression Unit: to flexibility in hours with the TNT Unit. Normal work shift of 1500-0100.

CIVIL UNIT (Paper Service), WARRANT UNIT, DUMEG, COMMUNITY RESOURCE UNIT & BATTLE

Typically these positions are working an eight (8) hour shift and their schedules vary depending on their position.

JOB ASSIGNMENTS WITHIN COURT SECURITY

Screening (including juvenile transport)

Master Control/Prisoner Escort

Courtrooms (including field courts)

Explosive Detection K9 Handler(s)

Work Schedules within the Court Security Unit

Screening/Explosive Detection 1st shift:	Screening/Explosive Detection 2nd shift
0630-1430	1100-1900
0700-1500	1200-2000
0730-1530	1130-1930
0800-1600	
0830-1630	
Master Control/Prisoner Escort	Courtrooms
0500-1300	0800-1600
0600-1400	0830-1630
0730-1530	
0830-1630	
0800-1600	

Meal and rest breaks shall be taken in accordance with current policy and procedure, and as are currently enjoyed by the bargaining unit members.

Section 14.4- Work Schedules and Posting of Schedules

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

Section 14.5- Shift Bidding

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

Section 14.6- Shift Exchange

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

Members may request to exchange an RDO with other members, provided both members are assigned to the same watch or division. The day(s) exchanged must be completed within twenty-eight (28) days of each other and shall be limited to any normal workday that personnel are scheduled to work within that watch or division. The member requesting the exchange must complete the

exchange day report and submit it to the member's Watch Commander, or if the member does not report to a Watch Commander, the member's division commander for authorization.

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

Section 14.7- Overtime and Overtime Distribution

The employee shall receive overtime pay at the rate of one and one-half (1½) times his hourly rate for all hours worked in excess of the applicable regularly scheduled work day or period as described hereafter. For employees assigned to an eight (8) or ten (10) hour work shift, overtime shall be paid for all hours worked in excess of forty (40) hours in a work week. For employees assigned to a twelve (12) hour shift, overtime shall be paid for all hours worked in excess of eighty (80) hours in a two week period. No employee shall be required to flex their hours to avoid overtime. The provisions of this section do not apply to Duty Reduction Time (DRT) as described in section 14.3 of this Article. If that time off is not given, it shall be paid at the members straight time rate for that period in accordance with applicable Fair Labor Standards Act provisions and section 14.3.

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

Section 14.8- Overtime Distribution

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

1. The Employer shall post a list of employee names, ranked in order from top to bottom based upon Office seniority, for their respective division (IE: Court Service, Patrol, Detective, etc). The posting of this list shall be accessible to all members covered by this agreement and shall be posted in each bureau and the divisions within those bureaus. (IE: Court House, Patrol Squad Room, Detective Division, F.I.U., Civil, Warrants, etc.).
2. Voluntary Overtime assignments shall be filled first by offering the assignment to the person on the top of the list, from that bureau / division. "Voluntary Overtime" shall be defined as overtime occasioned and known to the Employer at least TWELVE (12) hours prior to the existence of the need to fill a vacancy. A vacancy created with less than TWELVE (12) hours notice or approval by the Employer shall be considered a mandatory overtime assignment.
3. If the employee on the top of the list refuses his overtime opportunity the Employer or his designated representative shall

proceed down the list to each consecutive name until an employee chooses to work the overtime assignment. If an employee cannot be reached for the overtime opportunity, the failure to be reached shall be considered a refusal of opportunity.

4. When the next overtime assignment occurs the Employer or his designated representative shall repeat the same process as described above, but starting with the employee whose name appears next on the list after the employee who chose the last overtime opportunity. If all the employees actively eligible on the list have been offered the overtime opportunity, the Employer shall then start new on top of the list, and all employees shall be deemed eligible of the overtime opportunity (as the list will have renewed itself.)

5. In instances where the overtime duty requires specialized training or certain qualifications, the Sheriff may consider only those employees who have the necessary training or qualifications for the overtime, provided however the selection of the employee is determined by seniority among those with requisite training and qualifications and the process in paragraphs 1- 4 above shall apply to those with the requisite training and qualifications.

6. Employees may, at any time, withdraw their name from voluntary overtime consideration by signing a copy of the form attached herewith as Appendix C. Those employees who withdraw themselves from voluntary overtime consideration, however, are not exempt from mandatory overtime consideration. Should, at any time, an employee who has withdrawn from voluntary overtime consideration desire to become eligible for voluntary overtime, the employee must submit a copy of the form, attached herewith as Appendix D, to the Sheriff. The employee's name is then placed on the list, according to seniority, and receives appropriate consideration according to the procedures enumerated herein.

7. In the case where there is an immediate hold over or call in needed to cover a partial shift for up to four (4) hours, then a supervisor may utilize the on duty shift or upcoming shift in order of seniority.

8. The employer agrees to make reasonable attempts to equalize voluntary overtime opportunities among similarly qualified and situated employees on an annualized basis. If an employee establishes that voluntary overtime opportunities have not been properly equalized as to that employee, or that the procedures in the paragraphs of this Section, 14.8, have not properly been followed, the sole remedy shall be for the employee to be granted the next available voluntary overtime opportunity(ies) that the employee is qualified to perform.

9. Mandatory Overtime - In the event that there are no volunteers for an overtime assignment, or that there is less than twelve (12) hours notice of such need to fill a vacancy, such vacancy will be filled with an order-out of the least senior deputy on-duty with the qualifications necessary to carry out the work vacancy. A list shall be maintained by each watch commander detailing Mandatory Overtime assignments done through reverse seniority and the assignments shall be rotated by Office seniority such that the least senior employee mandated to work overtime goes to the end of the list and is not mandated to work overtime again until the entire list has been expired.

Section 14.9- Special Duty Details

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

Section 14.10- Compensatory Time

Compensatory time may be earned by an employee in lieu of overtime pay, upon request by the employee and with the agreement of the employer and such agreement shall not arbitrarily be withheld.

Employees may accrue up to forty (40) hours of compensatory time during each calendar year, which can be replenished upon use. Requests to earn compensatory time in excess of the forty (40) hour limit shall be made to the employees Bureau Chief in writing. The forty (40) hours compensatory time accrual may be carried over from year to year.

Requests for the use compensatory time off must be made at least seventy two (72) hours in advance unless the members' immediate supervisor or higher authority grants approval for less notice. Compensatory time off requests that adversely impact operations of the Sheriff's Office or provide insufficient notice may be denied to the extent allowed by law. The requirement of overtime shall not be considered as an adverse impact on the operations of the Sheriff's Office.

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

Upon separation from the Sheriff's Office unused compensatory time shall be paid at the employee's then base hourly rate of pay.

Section 14.11- No Pyramiding

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

Section 14.12- Attendance at Court, Coroner Inquest, or Bureau Chief Hearings

Employees attending court, Coroner inquest or Bureau Chief Hearings while off duty, as part of their normal job duties, shall be paid at the applicable rate of pay in accordance with section 14.2 of this article. If it is necessary for an employee to come in to the Sheriff's Office to pick up evidence or other necessary materials, actual time worked by the employee will commence upon arrival at the Sheriff's Office and will continue until the deputy is permitted to leave.

Employees required to attend court on their off-duty time shall be guaranteed a minimum of three (3) hours of overtime pay per day, or the actual time worked, whichever is greater. The minimum guarantee shall not apply if court time continuously precedes or follows an employee's working hours with no break in scheduled time off or scheduled start time, (regularly scheduled) in which case the employee will be paid only for actual hours worked. Employees on "stand by" to attend court during their off duty time shall be guaranteed two (2) hours of overtime work per day for such stand by, although such time shall not be pyramided when the

employee is also paid for court attendance on the same day. When an employee receives a court notice or subpoena, such employee shall submit a copy to the Court Coordinator to verify their "stand by" status. Stand by pay will not be allowed when an employee receives 24 hour advance notice cancelling the employee's appearance at the court proceeding or Coroner's inquest.

Employees required to attend conferences with Assistant State's Attorneys that overlap from either on-duty time to off-duty time or off-duty time to on-duty time will be paid in accordance with section 14.2 of this article for actual hours worked while off-duty. Members attending a conference with a State's Attorney which does not occur on the same date as the trial for which the conference has been called shall submit the appropriate voucher for their attendance if the conference occurs while the member is off duty. The member will be paid in accordance with section 14.2 of this article.

If an employee is required to attend an Administrative Bureau Chief's hearing while off duty, whether to answer charges or to testify as a witness, the employee will submit a voucher (overtime slip) to their Supervisor for the hours worked when the employee arrives at the Office until the time that they are allowed to leave.

Section 14.13- Overtime Pay

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

ARTICLE XV- AUTOMOBILE

Section 15- Automobile

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

ARTICLE XVI- INSURANCE

Section 16.1- Benefits and Premiums

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

Employer provided life insurance has been discontinued for all County employees. However, if it is reinstated for all County employees, then the employees in the bargaining unit shall also receive that benefit.

Section 16.2- Survivor's Insurance

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

Section 16.3- Retiree's Insurance Coverage and Contribution and Early Buyouts

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

ARTICLE XVII- PERFORMANCE EVALUATIONS

Section 17- Performance Evaluations

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

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

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

The Sheriff or his designee(s) may order a special performance review when deemed appropriate, including, but not limited to, periods when an employee's job performance is questionable, the employee is believed to be working below the level of performance necessary to accomplish the basic requirements of his position, or the employee is being considered for another position within the Sheriff's Office and the prospective appointment would occur before the end of a performance review period. Performance appraisal of each bargaining unit employee will be conducted by management on a bi-annual basis, by a supervisor who holds the rank of Sergeant or higher an employee's evaluation shall be reviewed and discussed with the employee. An employee's signature on the evaluation does not constitute agreement with the evaluation.

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

ARTICLE XVIII- SALARIES

Section 18.1- Steps Increase

As of June 1, 2011, bargaining unit members will be brought to the appropriate step salary based on each employee's years of service within a sworn position (Deputy, Corporal or Detective). If, as a result of the implementation of the new wage schedule, an employee does not receive any salary increase on June 1, 2011, then that employee shall receive a one-time \$500 lump sum bonus that will not be included in their annual salary, and which shall be paid on or before July 1, 2011.

Effective during the pay period which includes December 1, 2011, December 1, 2012, December 1, 2013 and December 1, 2014, employees will receive a 2% across-the-board step increase, in addition, based on years of service within a sworn position described above, employees shall receive step increases on their anniversary date, in accordance with the seniority step schedule in Appendix A.

Section 18.2- Step Increases on Anniversary Date

Employees who are otherwise eligible for a step increase, if any, shall move to the next step on their anniversary date.

Section 18.3- Call Back Pay

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

Section 18.4- K-9 Compensation

Canine handlers shall be compensated for the care and feeding of Canine Unit dogs while the Canine Unit dogs are in-service and not retired or have ownership otherwise transferred. They shall be paid a minimum of one (1) hr. pay at their regular rate of pay each day whether on or off duty, for the care and maintenance of the work dog to include but not limited to; feeding, cleaning the kennel and dog, exercise, and grooming, etc. The first hour of veterinary care, if off duty and the canine requires treatment that cannot be accomplished on scheduled duty time, shall be compensated through this stipend. Any time over one (1) hour shall be paid at the handlers overtime rate. The employer shall be responsible for the reimbursement / cost of supplies, veterinary care, food, furnishing the kennel, etc.

Section 18.5- Stipends

A. Pager Stipend – Members in the Special Operations Unit / Hazardous Devices Unit / Explosive Detection K9 Unit / Detective Division / F.I.U. shall receive a stipend of \$25.00 for each week on call.

1. Payment shall be for actual restricted time only
2. Member may only be paid one stipend for the same period of restricted time

3. Payment shall be made annually on the member's anniversary date.

- B. Collateral Assignment Pay – Designated Patrol Evidence Technicians shall receive a stipend of \$25.00 a week. Payment shall be made annually on the member's anniversary date.

ARTICLE XIX- MISCELLANEOUS

Section 19.1- Printing of Agreement

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

Section 19.2- Personnel Files

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

Section 19.3- Retirement Stars and Identification

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

Section 19.4- Residency

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

Section 19.5- Resignation: Voluntary Termination

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

Section 19.6- Reimbursement of Training and Equipment Expenses

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

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

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

any final compensation or payments due them from the DuPage County Sheriff's Office.

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

Section 19.7- Outside Employment

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

Section 19.8- Rules and Regulations

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

Section 19.9- Temporary Light Duty

The employees covered by this agreement shall be subject to the temporary light duty policy as enumerated in the Temporary Light Duty Policy from the Sheriff's Office Policy Manual, PER 1-2,1, effective 2.1.2002, and which may be amended from time to time in accordance with law, attached hereto as Appendix F.

Section 19.10- Reassignment

Employees, who are not fulfilling their responsibilities at a competent level, may be considered for reassignment to another position or classification as an alternative to termination or other discipline when they qualify and have the requisite knowledge and skills for a position of a different or lower classification.

Employees may, for personal or other reasons, request in writing a position of a different or lower classification.

Section 19.11- Tuition Reimbursement

The employees covered by this agreement shall receive tuition reimbursement benefits in accordance with the Tuition Reimbursement Policy from the County's Personnel Manual at Chapter 3D, attached hereto in Appendix M.

Section 19.12- Adoption Assistance

The employees covered by this agreement shall receive adoption assistance in accordance with the Adoption Assistance Policy from

the County's Personnel Manual at Chapter 3H, attached hereto in Appendix N.

Section 19.13- Survivor's Benefits

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

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

Section 19.14- Pension Plan/Retirement

All members are also covered by a pension plan as provided through the Illinois Municipal Retirement Fund as set forth in the Illinois Municipal Retirement Fund in the County Policy Manual at 3B attached hereto in Appendix O. In addition, the Sheriff's Law Enforcement Pension covers all Deputies. Complete details on eligibility requirements and extent of coverage are made available to the member at the time of employment.

Section 19.15- Employee Retention Program

The employees covered by this agreement shall receive retention benefits as granted to other County employees in accordance with the Employee Retention Program Policy from the County's Personnel Manual at Chapter 3F, attached hereto in Appendix P. These benefits are available to those employees who began their employment with DuPage County on or before November 30, 2002.

ARTICLE XX- WORKING CONDITIONS

Section 20.1- Work Environment

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

Section 20.2- Communicable Diseases

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

Section 20.3- Safety Training for Field Work

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

Section 20.4- Sub Contracting

The employer will not subcontract work historically performed by the bargaining unit.

ARTICLE XXI- UNIFORM

Section 21.1- Uniforms

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

A. Deputy Sheriff:

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

B. Deputy Sheriff assigned to Bike Patrol:

1. Shirt - (Summer), Short sleeve - 1
2. Shorts - (Bike), Lined, Navy - 1
3. Pants - (Bike), Lined, Navy - 1
4. INNSR Duty belt ultra - 1
5. Duty belt ultra - 1
6. Mini Mag pouch - 1
7. Double Magazine pouch - 1
8. Universal radio case - 1
9. High Ride duty holster - 1
10. Baton holder - 1
11. Shoes - 1 pair
12. Cuff case – 1

Any employee assigned to SWAT, K-9 and Hazardous Devices shall be issued the specific equipment to that assignment, as currently practiced, for the duration of this contract.

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

Section 21.2- Clothing Allowance

Employees covered by this agreement that are assigned to uniformed positions shall receive a letter of authorization one (1) time per year authorizing them to spend \$550.00 at the vendor that is currently under contract with the Employer to supply approved uniforms and equipment. Employees covered by this agreement that are not assigned to uniformed positions, i.e. detective division, forensic division, narcotics unit, may, in lieu of the clothing allowance authorization letter, opt to receive an amount added to their pay check one (1) time per year in the amount of \$650.00 to be added to their taxable income.