

**BEFORE ARBITRATOR
BRIAN CLAUSS**

**Jo Daviess County, Illinois
&
Jo Daviess County Sheriff's Department**

and

Policeman's Benevolent Labor Committee

Interest Arbitration Award

APPEARANCES:
FOR THE UNION

Timothy O'Neil, Esq.
Foote, Mielke, Chavez & O'Neil LLC
Geneva, Illinois

FOR THE EMPLOYER

Rick Stewart, Esq.
Hesse Martone
Springfield, Illinois

INTRODUCTION

Jo Daviess County and the Jo Daviess County Sheriff's Department ("County" or "Department") are co-employers pursuant to the Illinois Public Labor Relations Act and the Policeman's Benevolent Labor Committee ("Union" or "PBLC") are parties to a Collective Bargaining Agreement. ("CBA" or "Contract")

The parties reached impasse during negotiations for the CBA covering the period November, 2012 until July, 2014 and the undersigned was selected to decide the interest arbitration pursuant to the procedure of the Illinois Labor Relations Board. The arbitrator was selected and accepted this appointment pursuant to IPLRA Section 14 impasse procedures for protective service bargaining units.

Resolution Procedure

The parties agreed to submit the matter to a mediation-arbitration procedure. The mediation session was held at the Jo Daviess County Courthouse on December 3, 2014, and was attended by the Sheriff, members of the County Board, the County Manager, members of the bargaining team, the Union Business Representative, and counsel for the Union and the Employer.

Pursuant to the agreed mediation-arbitration procedure, the contract terms left unresolved would be decided by the arbitrator.

Term of Agreement

The CBA at issue in the instant Award shall be effective December 1, 2012 and shall continue in full force and effect until November 30, 2017. Wages will be paid retroactively on all hours worked.

INTEREST ARBITRATION

Jurisdiction

This interest arbitration comes before the Arbitrator pursuant to Section 14 of the Illinois Public Labor Relations Act. The subject collective bargaining agreement (“CBA”) covers sworn Deputies/Peace Officers and Telecommunicators/Corrections Officers.

The arbitrator was selected and accepted this appointment pursuant to IPLRA Section 14 impasse procedures for protective service bargaining units.

Statutory Factors

The statutory provisions in pertinent part governing this arbitration are found in Section 14. All the statutory factors were considered by the undersigned when analyzing the issues presented in this Interest Arbitration Award. The statute does not provide for a ranking of the statutory factors according to importance and it is therefore up to the arbitrator to determine the importance of the statutory factors. *See, City of Decatur and IAFF Local 505 SMA-29* (Eglit 1986). Nonetheless, all the statutory factors were considered in the instant matter.

(g) As to each economic issue, the arbitration panel shall adopt the last offer of settlement which, in the opinion of the arbitration panel, more nearly complies with the applicable factors prescribed in subsection (h). The findings, opinions and order as to all other issues shall be based upon the applicable factors prescribed in subsection (h).

(h) Where there is no agreement between the parties

... the arbitration panel shall base its findings, opinions and order upon the following factors, as applicable:

- (1) The lawful authority of the employer.
- (2) Stipulations of the parties.
- (3) The interests and welfare of the public and the financial ability of the unit of government to meet those costs.

(4) Comparison of the wages, hours and conditions of employment of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:

(A) In public employment in comparable communities.

(B) In private employment in comparable communities.

(5) The average consumer prices for goods and services, commonly known as the cost of living.

(6) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment and all other benefits received.

(7) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.

(8) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties in the public service or in private employment.

Economic Impasse Issues

: The parties agreed that the only disputed economic issues that were mandatory subjects of bargaining within the meaning of Section 14(g) of the IPLRA were:

- 1) wages
- 2) health insurance and pension contributions
- 3) Vacation Black-Outs
- 4) Holiday Pay Eligibility
- 5) Compensatory Time

FINDINGS

- 1) The following wages are in effect:

Fiscal year 2013 (12-1-12 to 11-30-13) ACROSS THE BOARD 2.5%

Fiscal year 2014 (12-1-13 to 11-30-14) ACROSS THE BOARD 2.5%

Fiscal year 2015 (12-1-14 to 11-30-15) ACROSS THE BOARD 2.7%

Fiscal Year 2016 (12-1-15 to 11-30-16) ACROSS THE BOARD 2.9%

Fiscal Year 2017 (12-1-16 to 11-30-17) ACROSS THE BOARD 2.9%

In Fiscal Years 2015, 2016, and 2017 Steps 10 and 15 of the Deputies pay scale shall be adjusted by 0.25% on December 1st, 2014, December 1st 2015 and December 1st, 2016.

In Fiscal Years 2015, 2016, and 2017 Steps 18 and 20 of the Deputies pay scale shall be adjusted by 0.50% on December 1st, 2014, December 1st, 2015 and December 1st, 2016.

Wages to be paid retroactively for all hours worked.

INCORPORATION OF TENTATIVE AGREEMENTS

The parties agreed to a number of tentative agreements (“T/As”) that are included as Appendix A to this Award. Those T/As are incorporated into this CBA.

Open Issues and Retention of Jurisdiction

As agreed during the mediation-arbitration proceedings, the remaining open issues shall be resolved within 60 days of the date of this award. If there is no resolution, the parties shall file electronic copies of written briefs on those remaining open issues by close of business on March 2, 2015.

The Arbitrator retains jurisdiction for 90 days from the date of award for the purpose of administering incorporation of the tentative agreements and the terms of this award into a successor agreement.

Brian Clauss

Brian Clauss

December 30, 2014

APPENDIX A

ARTICLE IX – DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

Section 9.1 – Purpose

The purpose of the grievance procedure shall be to settle contractual grievances between the Employer, Employees and the Union as quickly as possible, in order to insure efficiency and promote employee morale.

Section 9.2 – Definition of Grievance

A grievance is hereby defined as any dispute or difference between the Employer and the Union or an employee with respect to the interpretation or application of any of the provisions of this Agreement.

Section 9.3 – Representation

Grievances may be processed by an individual employee **or the Union on behalf of an individual employee**. The Union may also file a grievance on behalf a group of employees if the same facts, issues and requested remedy apply to all employees in the group. Either party may have the grievant or one grievant representing group grievants present at any step of the grievance procedure. An individual grievant is entitled to union representation at each and every step of the grievance procedure.

Section 9.4 – Subject Matter

Only one subject matter shall be covered in any one grievance. A grievance shall contain a statement of the grievant's position, the Article, and Section of the Agreement allegedly violated, the date of the alleged violation, the relief sought, and the signature of the grievant, or group representative, the Union representative and the date.

Section 9.5 – Settlement Procedure

Grievances arising after the effective date of the signing of this Agreement shall be raised, discussed and taken up in accordance with the following procedure:

Step 1: Immediate Supervisor

The employee **or the Union**, within ~~fourteen (14) working~~ **thirty (30) calendar** days of the incident giving rise to the grievance, shall raise the grievance with his Immediate Supervisor; provided he shall only discuss the grievance with his

supervisor during working hours upon approval of the supervisor to do so. Failure to raise a grievance within ~~fourteen (14) working~~ **thirty (30) calendar** days of the incident shall render the issue moot and bar the filing of such grievance. The immediate supervisor shall have ten (10) working days in which to attempt to settle the grievance or to respond to the grievance. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances.

Step 2: Chief Deputy

If the grievance is not resolved in Step 1, the grievance shall be reduced to writing stating the complete facts of the complaint, the section(s) of the Agreement allegedly violated and the relief requested. The grievance shall be dated and signed by the employee or by the committee person of the Union. Such written grievance shall be presented personally (or mailed by certified mail, return receipt requested) to the Chief Deputy within five (5) days after the expiration of the time to settle the grievance in Step 1.

The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied in Step 1 in the grievance procedure. The Chief Deputy shall have ten (10) working days in which to attempt to settle the grievance/or to respond to the grievance.

Step 3: Jo Daviess County Sheriff

If the grievance is not resolved in Step 2, the written grievance shall be presented personally (or mailed by certified mail-return receipt requested) to the Jo Daviess County Sheriff within five (5) days after the expiration of the time to settle the grievance in Step 1. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at Step 2 of the grievance procedure. The Jo Daviess County Sheriff shall have ten (10) working days in which to attempt to settle the grievance/or to respond to the grievance. **If a grievance alleging a violation of Article X is not resolved at Step 3, the grievance must be appealed directly to Step 5. Such appeal shall be in the form of a written demand.**

Step 4: County Labor Committee

If, **except for grievances alleging violations of Article X,** the grievance is not resolved in Step 3, the grievance may be appealed to Step 4 of the grievance procedure. The written grievance shall be presented personally (or mailed by certified mail, return receipt requested) to the County Labor Committee or its designee within five (5) normal working days of the County Sheriff's Step 3 response or the day such response was due, whichever occurs first. The grievance must specifically state the basis upon which the grievant believes that the grievance was improperly denied in Step 3 in the grievance process. The County Labor Committee or its designee shall have twenty (20) working days after the first regularly scheduled monthly meeting of the Labor Committee in which to respond to the grievance, provided, however, that upon agreement of the parties, a special meeting may be held to review the grievance at this step. In the event such a meeting is held, the County Labor Committee or its designee shall have the same twenty (20) working day period from the date of the special meeting in which to respond to the grievance. In the event the County Labor Committee or its designee does not answer within twenty (20) working days after its regularly scheduled monthly meeting or a special meeting, whichever occurs first, the grievance shall be deemed denied. In any case, the Union of the Employer may appeal a grievance to arbitration within ten (10) working days following denial of a grievance at Step 3. Such appeal shall be in the form of a written demand.

Step 5: Arbitration

- a. If, in accordance with the above procedure, the grievance(s) is properly appealed by the Union or the Employer to arbitration, representatives of the Employer and the Union shall meet to select an arbitrator, from a mutually agreed list of arbitrators. If the parties are unable to agree on an arbitrator within (10) normal working days after the appeal to arbitration is filed, the parties shall notify the ~~American Arbitration Association~~ **Illinois Labor Relation Board** and the arbitrator shall be selected in accordance with the Association **Board** rules pertaining to labor arbitrations.
- b. Upon the selection of an arbitrator, he/**she** shall be notified of his/**her** selection by a joint letter from the Employer and Union, requesting that

he/she set a time and place for the hearing, subject to the availability of the Employer and the Union representatives and shall be notified of the issue where mutually agreed by the parties.

- c. The Employer or Union shall have the right to request the arbitrator to require the ~~presents-presence~~ of witnesses and/or documents. Each party shall bear the expense of its own witnesses. ~~If an employee is a witness for the Union it shall be without pay.~~ **Any employee subpoenaed to testify for either party shall be with pay if they are called to testify during their normally scheduled work hours. Once an employee is done testifying, they shall return to work. Time spent testifying at an arbitration shall not count as hours worked for purposes of overtime.**
- ~~d. The arbitration shall be conducted under the voluntary labor arbitration rules then prevailing of the American Arbitration Association.~~
- ed.** Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on the question of arbitrability. The arbitrator shall have jurisdiction only over disputes arising out of grievances as defined in Section 9.2 of this article. Once a determination is made that the matter is arbitrable, the arbitrator shall then proceed to hear and determine the merits of the dispute.
- fe.** The decision of the Arbitrator shall be rendered within ~~thirty (30)~~ **sixty (60) calendar** days of the close of the hearing of the dispute unless extended by mutual agreement. The findings of the arbitrator shall be final and binding upon the parties. ~~(This Agreement, including the respective exhibits and letters of understanding between the Employer and Union, sets out the entire understanding between the Employer and the Union.)~~
- gf.** The expenses and fees of the arbitrator court reporter and transcription costs and the cost of the hearing room shall be shared equally by the parties. Each party shall be responsible for compensating its own representatives and witnesses. All hearings shall be held in the City of Galena, Illinois, unless otherwise agreed to by the Union and Employer.

- ~~hg.~~ Nothing in this Article shall preclude the parties from agreeing to the appointment of a permanent arbitrators during the terms of the Agreement ~~or to use the expedited arbitration procedures of the American Arbitration Association.~~
- ~~ih.~~ If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes a copy available without charge to the arbitrator.

Section 9.6 – Miscellaneous Provisions

- a. Any grievance shall be considered settled on the basis of the last answer of the Employer if not appealed to the next step or to arbitration within the time limitations set forth herein. Time is of the essence. Time limits may be extended by mutual **written** agreement.
- b. The disposition of any grievance at any step of the grievance procedure, or prior to actual receipt of the decision of the arbitrator, by agreement between the Employer and the Union, shall be final and binding upon the employee, employees and persons who are involved or affected thereby. Any interpretation of this Agreement agreed upon by the Employer and the Union shall be final and binding upon all employees and upon any person affected thereby.
- c. Saturday, Sunday and Holidays shall not be counted under the time limitations contained in the procedures established in this grievance procedure.

ARTICLE XIV – INSURANCE AND PENSION

Section 14.1 – Health Insurance

- (a)** The ~~Employers~~ **County** shall ~~provide~~ **offer** group health insurance benefits to all full-time employees who desire such insurance in accordance with plans offered to all County employees.

~~During the term of this Agreement, if the employee elects to participate in the County's Health Insurance Program, the Employers agree to pay the full premium cost for single coverage under the co pay plan or any other plan utilized by the County. Additionally, for those employees who choose family coverage, the County will contribute \$100.00 toward the family~~

~~coverage premium. Any increase in the family coverage premiums as of December 1, 2001 will be split among the County and the employee.~~

- (b) For any employee hired before December 1, 2012 that elects to participate in the County's Health Insurance Program, the County will pay the full monthly premium cost for individual health insurance coverage under the County's co-pay plan or any other plan utilized by the County.**
- (c) Effective December 1, 2012, for any new employee hired on or after December 1, 2012, who elects to participate in the County's Health Insurance Program; the County will pay 80% of the monthly premium cost for individual health insurance coverage under the County's co-pay plan, or any other plan utilized by the County. Any increase in the individual health insurance coverage premium amount shall be split with the County contributing 80% and the employee 20%.**
- (d) Effective December 1, 2012, for those employees hired before December 1, 2012 who elect family health insurance coverage, the County will contribute the full monthly premium for the individual health insurance portion of the family premium plus \$339.97 for the family health insurance portion per month toward the monthly family coverage premium, with the employee contributing the balance of the premium amount. Any increase in family coverage premium amount after December 1, 2012 shall be split equally among the County and the employee.**
- (e) Additionally, effective December 1, 2012, for those employees hired on or after December 1, 2012 who elect family health insurance coverage, the County will contribute 80% of the monthly premium cost for the individual health insurance portion of the family premium plus \$339.97 for the family health insurance portion per month, with the employee contributing the balance of the premium amount. Any increase in the individual health insurance portion of the family coverage premium amount after December 1, 2012 shall be split with the County contributing 80% and the employee 20%. Any increase in the family health insurance portion of the family coverage premium amount after December 1, 2012 shall be split equally among the County and the employee.**

- (f) Any employee hired on or after December 1, 2012 but before December 3, 2014 shall be subject to Paragraphs b and d of this Section through November 30, 2017. Effective December 1, 2017, they shall be subject to the terms of Paragraphs c and e.
- (g) The County expressly reserves the right to change the co-pay plan and/or insurance carriers, as it deems necessary. If the Employer wishes to make changes that, ~~provided the change does not~~ substantially alter the benefits received by the employees covered by this Agreement the Employer shall send the Police Benevolent Labor Committee written notice, via certified mail, return receipt requested, prior to August 1st. The Police Benevolent Labor Committee shall have fourteen (14) calendar days to notify, in writing the Employer of its desire to bargain over the impact of the changes. If any impact bargaining is not completed by October 1st, the Employer shall have the right to implement the changes to the benefits on December 1st and Union may file for arbitration pursuant to Section 14 of the Illinois Public Labor Relations Act.

The Plan documents will dictate coverage levels. However, the Employers will create and maintain a Health Reimbursement Account for employees designed to reimburse employees for certain co-pay amounts. See, Appendix C.

ARTICLE XIV – INSURANCE AND PENSION

Section 14.3 – Pension Plan

All regular, full-time sworn Sheriff's Office employees may apply for coverage in the ~~Illinois Municipal Retirement Fund Program~~ Sheriff's Law Enforcement Pension (SLEP). Covered employees shall have an amount deducted from each paycheck for his/her contribution to the plan. The County will continue to contribute those amounts as required by State law.

Any non-sworn Sheriff's Office employees hired after the execution of this agreement shall participate in the Illinois Municipal Retirement Fund (IMRF). All current non-sworn Sheriff's Office employees employed prior to ~~after~~ the execution of this agreement will continue to participate in the Sheriff's Law Enforcement Pension (SLEP).

ARTICLE XV – VACATIONS

Section 15.3 – Scheduling and Accrual

Vacation time shall be scheduled in accordance with Sheriff's Office needs and, if possible, the officer's desire. The following dates shall be blocked out from vacation requests unless the Sheriff otherwise approves the scheduling of vacation during these dates: the Galena Triathlon and ~~Diathlon~~ **Duathlon**, Independence Day, **Labor Day**, Thanksgiving, Christmas Day, New Year's Day. Scheduling shall be initiated on a seniority basis, with final approval by the Sheriff or his designee. ~~During the employees scheduled days off immediately prior to and immediately following the employee's scheduled vacation days, the~~ **The** employee will not be subject to mandatory Call Back on the days he/she was not scheduled to work, except in the case of a civil emergency as provided in Article V **when they have scheduled two (2) or more consecutive vacation days immediately prior to and/or immediately following the employee's regularly scheduled days off. Once approved by the Sheriff, or his designee, vacations shall not be cancelled by either the employee or the Employer except in the event of an emergency or by the employee providing prior notice to cancel no less than five (5) calendar days prior to scheduled start of the vacation period.**

ARTICLE XVII – HOLIDAYS

Section 17.1 – Holidays

All regular full-time employees who **do not work and who** meet the eligibility requirement of Section 4 shall receive ~~eight (8) hours~~ **one (1) day** of pay at their regular straight-time rate exclusive of all premium pay for each of the following days:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Spring Holiday	Day After Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day

On New Year's Day, Independence Day, Christmas Eve and Christmas Day, deputies working the actual holiday, as opposed to the observed holiday, will receive holiday pay.

Detectives, when the covered holiday falls on their regular day of work, may request from his/her immediate supervisor the opportunity to work the holiday, at holiday premium rate.

Section 17.2 – Working on a Holiday

- (a) Eligible employees whose shift begins on a holiday, and who in fact works on a holiday **or employees not scheduled to work but subsequently volunteer to work**, shall receive pay at the rate of two and one-half (2-1/2) times employee's regular straight-time hourly rate of pay, provided that the employee is scheduled to work at least one-half of his/her shift on the holiday. Scheduled starting and ending times shall not be changed to avoid the payment of Holiday Pay pursuant to this Section.
- (b) If an employee is not scheduled to work on a holiday, but is subsequently ~~called~~ ~~is~~ **mandated** to work on that holiday, the employee will only be paid for time worked. The employee will be paid his/her regular rate of pay for every hour worked, plus two times his/her regular rate of pay for every hour worked as a holiday premium. **Any employee mandated to work on a holiday will be mandated for no less than six (6) hours.**

Section 17.3 – Holiday on Normal Off-Duty Day

In the event a holiday falls on an employee's normal off duty day or while he is in an accumulated compensatory day off, vacation day or sick day, the employee shall receive his regular pay.

Section 17.4 – Eligibility Requirements

- (a) In order to be eligible for holiday pay or a day off, an employee must have worked or been paid for as if he worked his last regularly scheduled workday in the four (4) days preceding and his first regularly scheduled workday in the four (4) days following the holiday, ~~except that an absence due to illness for which sick leave is paid shall not disqualify an employee.~~
- (b) The term ~~“(days) “~~**“worked or ~~...been~~ paid for as if worked”** as used above shall mean any day actually worked or any day not worked for which the employee

received pay directly from the Employer for that day (e.g. paid vacation or paid leave) and any day absent from work due to a compensable injury.

(c) If an employee is scheduled to work on a holiday and uses sick leave time, the employee shall not receive the holiday pay and shall have the sick leave deducted from their accrued sick leave unless they provide proper written verification, per Sheriff's Department policy, of their illness upon return to work.

ARTICLE XIX – HOURS OF EMPLOYMENT

Section 19.4 - Shifts and Shift Selection

All patrol, telecommunications, and correctional officers shall work an alternating 2-2-3 work schedule. One cycle under this schedule shall consist of the following: 2-12 hour work days followed by 2-24 hour off-duty days, followed by 3-12 hour work days followed by 2-24 hour off duty days, followed by 2-12 hour work days followed by 3-24 hour off-duty days after which time the cycle shall repeat. The first day of the three (3) consecutive twelve (12) hour workdays shall always be a Friday. All officers other than officers regularly scheduled to work a 40 hour weekly work schedule, shall be paid one and one-half times their regular hourly rate of pay for any time worked in excess of eighty-six (86) hours in a pay period. All officers regularly scheduled to work a 40 hour weekly work schedule shall be paid one and one-half times their regular hourly rate of pay for any time worked in excess of eighty-four (84) hours in a pay period. **“Time worked” is defined as actual time worked and paid time off for which an employee used approved leave with the exception of sick leave taken without providing a proper written verification, per Sheriff’s Department policy, pursuant to Section 17.4(c).**

Employees with assignments which require an eight (8) hour working day will continue to follow work schedules as established by the Sheriff. Such employees' work schedules shall include two (2) consecutive days off; one (1) of which must be a Sunday.

Effective January 1, 2007, and every six (6) months thereafter, employees shall bid by seniority for their desired shift rotation (i.e. days off). Effective upon execution, Employees, not including K-9 Officers, shall bid for their shifts (i.e. hours of work) by departmental seniority on a quarterly basis. K-9 Officers shall work permanent shifts 2p-2a Sunday through Thursday and 4p-4a on Fridays and Saturdays. The work schedules for twelve (12) hour employees shall be

broken into a minimum of two (2) "day shifts" (5a-5p, 6a-6p) and two (2) "night shifts"(5p-5a, and 6p-6a). It is understandable that circumstances may occasionally develop in which the Employer needs to slightly alter an employee's shift to maintain sufficient staffing. The Employer, however, shall not alter the employee's shift more than three (3) hours with the following exceptions: (1) a civil emergency as defined in Article V of the Agreement, and (2) the Employer and employee agree upon the alteration.

ARTICLE XIX – HOURS OF EMPLOYMENT

Section 19.5 – Overtime Assignments

When the ~~employer~~ **Sheriff** finds it necessary to assign overtime for purposes of filling vacancies said overtime shall be awarded in order of seniority beginning with the most senior officer qualified for a particular assignment such that the senior most officer will be given the first opportunity to fill one vacancy; thereafter said officer shall not be entitled to fill a vacancy until after all other qualified officers are given an opportunity to fill a vacancy. No part time personnel will be used to fill a vacancy unless all full time personnel have been given the opportunity to fill the vacancy and are unable or have declined to fill the vacancy. In no event will a full time employee be forced to accept an overtime assignment unless that employee has had eight (8) consecutive hours off immediately prior to the start time of the forced shift **except in the event of an emergency. No employee shall work more than sixteen (16) hours in any twenty-four (24) hour period for the Sheriff's Department. The twenty-four (24) hour period shall be calculated from the beginning of the employee's next shift.**

Nothing in this section shall prohibit the Sheriff from using part-time personnel to fill vacancies created by resignation or illness/injury of full time personnel which continues for more than seven (7) days. After sixty (60) days, or the length of time necessary for leave due to the illness/injury causing the vacancy, the Sheriff must allow employees to bid on the vacant shift or position caused by the resignation or illness/injury.

ARTICLE XX – WAGES

Section 20.5 – Wage Rates

See, Appendix B.

APPENDIX B – WAGES

~~Fiscal year 2010 (12-09 to 11-10) NO GENERAL WAGE INCREASE~~

~~Fiscal year 2011 (12-10 to 11-11) ACROSS THE BOARD 1.5%~~

~~Fiscal year 2012 (12-11 to 11-12) ACROSS THE BOARD 2.5%~~

Fiscal year 2013 (12-1-12 to 11-30-13) ACROSS THE BOARD 2.5%

Fiscal year 2014 (12-1-13 to 11-30-14) ACROSS THE BOARD 2.5%

Fiscal year 2015 (12-1-14 to 11-30-15) ACROSS THE BOARD 2.7%

Fiscal Year 2016 (12-1-15 to 11-30-16) ACROSS THE BOARD 2.9%

Fiscal Year 2017 (12-1-16 to 11-30-17) ACROSS THE BOARD 2.9%

In Fiscal Years 2015, 2016, and 2017 Steps 10 and 15 of the Deputies pay scale shall be adjusted by 0.25% on December 1st.

In Fiscal Years 2015, 2016, and 2017 Steps 18 and 20 of the Deputies pay scale shall be adjusted by 0.50% on December 1st.

APPENDIX D – COMPENSATORY TIME

Employees may accrue Compensatory Time in lieu of Overtime, at a rate of time and one-half (1½) for each hour earned, up to a maximum forty (40) hours **in a replenishable bank**. Employees may schedule the use of their accrued compensatory time with the approval of the Sheriff or his Designee.

Employees may carry over a maximum of twenty (20) hours of compensatory time from one fiscal year to the next. Unused compensatory time **over twenty (20) hours** is not carried over to the next fiscal year will be paid out at the end of the fiscal year. **If an employee is working overtime as a result of another employee utilizing compensatory time, they may not earn compensatory time and must take their overtime compensation in pay.**

TO BE DETERMINED

ARTICLE XVI – SICK LEAVE

Section 16.3 – Sick Leave Use Procedures

No employee will be permitted to use sick leave if it has not yet been earned. Sick leave shall be paid at full pay at the current rate of compensation.

Sick leave may be utilized by employees when they are sufficiently ill so that good judgment would determine it best not to report to work or in the event of injury not arising out of or in the course of their employment and for routine medical and dental appointments. All foreseeable leave for such purposes shall require a specific prior approval of the Sheriff or his designee. In the event of the use of sick leave for any purpose, the Sheriff may require the certificate of a physician giving information as to the circumstances involved.

Employees who are unable to return to work upon expiration of sick leave benefits and all other authorized benefit time must request a leave of absence without pay.

Notice of an employee's desire to return to work after an extended illness must be given to the Sheriff no less than twenty-four (24) hours in advance.

The Sheriff or his designee may direct an employee who appears ill to leave work to protect the health of other employees. Compliance with such an order will not be charged to sick leave for the first day. The Sheriff may also require the employee to be examined by a physician of the Employer's choice and at the expense of the Employer.

Employees using any prescription or over the counter drugs which might impair their work performance should notify the Sheriff. At the option of the Sheriff, an employee may be reassigned to less hazardous duty or be placed on sick leave if impaired work performance might pose a threat to the public confidence or to the safety of the employee or others.

An employee resigning from employment for any reason will not be allowed the use of sick leave in the last two (2) weeks of employment without supplying a doctor's certificate.

Unused sick leave will not be compensated for in any way at the time of resignation or dismissal of an employee except pursuant to Section 16.2(f) of this Agreement.

In the event of a continuing, long-term employee illness or non-work related injury, an employee may apply for and receive disability benefits from the Illinois Municipal Retirement Fund (IMRF). However, an employee is required to use all accrued and unused sick leave and vacation time prior to receiving IMRF disability benefits.
