

COLLECTIVE BARGAINING AGREEMENT

between

**COUNTY OF WINNEBAGO AND
WINNEBAGO COUNTY SHERIFF**

and

**ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL
On behalf of Fraternal Order of Police Lodge No. 50**

OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2022

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PREAMBLE

This **AGREEMENT** entered into by the **COUNTY OF WINNEBAGO, ILLINOIS, THE WINNEBAGO COUNTY SHERIFF AND THE WINNEBAGO COUNTY BOARD** (hereinafter referred to collectively as the “Employer” or “Employers”) and the **ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL**, on behalf of Fraternal Order of Police Lodge No. 50 (hereinafter referred to as the “Union”).

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employers and the Union representing the employees in the bargaining unit (referred to herein as “Employees” or “Officers”) and to make clear the basic terms upon which such relationship depends. It is the intent of both the Employers and the Union to work together to provide and maintain satisfactory terms and conditions of employment, to set forth those wages, hours, terms and all conditions of employment herein, and to prevent as well as to adjust misunderstandings and grievances relating to employees, wages, hours and working conditions. In consideration of the mutual promises, covenants and agreements contained herein, the parties hereto, by their duly authorized representatives and/or agents, do mutually covenant and agree as follows:

ARTICLE 1. RECOGNITION

SECTION 1.1 RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining representative for all full-time Merited Deputies (hereinafter referred to as “officers” and “employees”), but excluding all supervisory employees (this includes all officers of the rank of sergeant and above), all managerial, confidential and part-time employees, all Merited and non-merited Bailiffs, the internal affairs investigator and all other employees employed by Winnebago County or the Winnebago County Sheriff.

SECTION 1.2 PROBATIONARY PERIOD (NEW EMPLOYEES)

Effective with the execution of this contract, the probationary period shall be twenty-four (24) months in duration. Time absent from duty for any reason in excess of fourteen (14) days shall not apply towards satisfaction of the probationary period. Time spent at basic training shall be considered on duty for purposes of this Section. The Sheriff reserves the right to extend the probationary period for a term not to exceed six (6) months at his discretion. Timely written notice of successful completion or intent to extend the probationary period shall be given to the affected employee.

SECTION 1.3 INDEMNIFICATION

Each party warrants to indemnify, defend and hold harmless the other and its officials, representatives, and agents from any and all claims, demands, suits, or other forms of liability, monetary or otherwise, and for all legal costs directly resulting from the

misconduct of the other. The foregoing shall not apply to legal matters or proceedings solely between the parties, but rather applies in circumstances involving other persons or entities making claims, demands or filing suit against one or both of the parties.

SECTION 1.4 NOTIFICATIONS

All formal notifications to the Union shall be addressed to Illinois Fraternal Order of Police Labor Council, with a copy of the same being delivered to the Labor Council Chairman of Fraternal Order of Police Lodge No. 50, at such addresses as the Union and the Lodge may from time to time designate. All formal notifications to the Employer shall be addressed to Winnebago County Sheriff, Winnebago County Justice Center, 650 West State Street, Rockford, Illinois 61102 and Winnebago County Administrator, 404 Elm Street, Rockford, Illinois 61101.

SECTION 1.5 GENDER

Wherever the male gender is used in this Agreement, it shall be construed to include males and females equally.

SECTION 1.6 NONDISCRIMINATION

In accordance with applicable law, the Employer(s) shall not discriminate in a manner which would violate Federal or State laws against any officer covered by this Agreement because of race, creed, color, national origin, sex, age, religion, mental or physical disabilities, political activity, marital status, union activities, or non-union activities, or for any reason prohibited by law. With the exception of union activities, any

matters concerning this Section shall not be subject to the grievance and arbitration procedures provided in Article 7 of this Agreement.

ARTICLE 2. UNION SECURITY AND RIGHTS

SECTION 2.1 UNION USE OF BULLETIN BOARDS

The Employer shall provide the Union with designated space for the placement of approved bulletin boards. All bulletin boards shall be no larger than other Departmental bulletin boards and the Union shall be responsible for their purchase. Bulletin boards may be placed in the Patrol, Detective, Civil Process, Forest Preserve, Machesney Park Divisions, and such other work sites to which bargaining unit employees are regularly assigned.

The Union may post its notices of a non-political or non-inflammatory nature. The Union will limit the posting of Union notices to such bulletin boards. The Union shall provide a copy of all postings to the Sheriff at the time of the posting of the notice, by placing a copy in the Sheriff's Administration Mail Box located in the Administrative Office on the First Floor of the Winnebago County Justice Center except outside normal office hours when a copy shall be left for the on-duty shift supervisor with notification to the supervisor.

All costs incident to preparing and posting of Union material will be borne by the Union, and the Union will be responsible for maintaining its portion of the bulletin boards in an orderly and neat fashion.

The Union shall also have the right to place notices it posts on the bulletin boards in employee's departmental mailboxes.

SECTION 2.2 DUES CHECKOFF

The Employer will deduct from each employee's paycheck once a pay period one-half ($\frac{1}{2}$) the uniform, regular monthly Union dues from each employee in the bargaining unit who has filed with the Employer a voluntary effective check-off authorization in the form set forth in Appendix A. Such dues shall be forwarded to the Union at an address designated by the Union. During those calendar months that an employee receives three (3) paychecks, dues deductions shall not be made from the second paycheck. The Employer shall submit to the Union with each payment of Union dues a list of the members covered by this Agreement from whom due deductions have been made, a list of those who are not members of the Union, and an affidavit which specifies the amount of the Union dues which have been deducted.

A Union member desiring to revoke the dues check-off may do so by written notice to the Employer at any time.

The actual dues amount deducted, as determined by the Union, shall be uniform in nature for each employee in order to ease the Employer's burden of administering this provision.

If the employee has no earnings for that period, the Union shall be responsible for collection of dues. The Union agrees to refund to the employee any amounts paid to the Union in error on account of this dues deduction provision. The Union may change the fixed uniform dollar amount which will be considered the regular monthly dues twice

each year during the life of this Agreement. The Union will give the Employer thirty (30) days written notice of any such change in the amount of uniform dues to be deducted.

SECTION 2.3 UNION INDEMNIFICATION

The Union shall indemnify, defend and save the Employer(s) harmless against any and all claims, demands, suits and other forms of liability (monetary or otherwise) and for all reasonable legal costs that arise out of any proper action taken or not taken by the Employers in complying with this Article. If any improper deduction is made, the Union shall refund directly to the employee any such amount. Notwithstanding any of the provisions of this Article, in the event this Section 2.4 is determined by a court of competent jurisdiction to be invalid, the Employer(s) shall be relieved of all its responsibilities as set forth in this Article, subject to its obligations to bargain a replacement thereto pursuant to Article 30 hereof.

ARTICLE 3. LABOR MANAGEMENT MEETINGS

SECTION 3.1 MEETING REQUEST

The Union and the Employer mutually agree that, in the interest of efficient management and harmonious employee relations, it is desirable that private, quarterly Labor-Management Meetings be held between Union representatives and responsible administrative representatives of the Employer. Such meetings shall occur on a day that is mutually agreed upon the parties during the first week of January, April, July and October unless otherwise mutually agreed. Additional meetings shall be requested at least seven (7) calendar days in advance by either party by placing in writing a request to the other for a Labor-Management meeting and expressly providing the agenda for such meeting. Such meetings, times and locations if mutually agreed upon, shall be limited to:

- (a) Discussion of the implementation and general administration of the Agreement;
- (b) Sharing of general information of interest to the parties;
- (c) Safety issues and concerns;
- (d) Other matters of concern.

SECTION 3.2 CONTENT

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. 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, absent mutual agreement of the parties.

SECTION 3.3 ATTENDANCE

Attendance at Labor-Management meetings shall be voluntary on the employees' part. Attendance at such meetings shall not be considered time worked for compensation purposes for those employees who attend such meetings during off-duty time. The Employer will release employees who wish to attend such meetings who are on duty, without loss of pay, so long as it does not affect the Employer's normal operations or when an emergency arises. Normally, three (3) representatives from each party shall be in attendance at these meetings. However, additional employees may be approved for on-duty attendance by making a written request at least one (1) day in advance of the meeting to the employee's immediate supervisor for forwarding to the Deputy Chief, Law Enforcement, who shall reasonably determine whether such on-duty attendance is in the best interest of the parties' collective bargaining relationship. The decision regarding the attendance of additional on-duty employees shall not be subject to the grievance procedure.

SECTION 3.4 AGENDA

The Union and the Employer will provide each other an agenda listing the items each plans to discuss at such Labor-Management Meetings at least seven (7) days in advance of each meeting.

ARTICLE 4. MANAGEMENT RIGHTS

Except as modified by this Agreement, the County and the Sheriff retain the sole right to operate and manage their respective affairs in each and every respect. The rights reserved to the sole discretion of the County with respect to its area of responsibility, and the Sheriff with respect to his area of responsibility, shall include, but not be limited to the right to determine the organization and operation of the Winnebago County Sheriff's Department; to determine and change the purpose, composition and function of each of its constituent departments, and subdivisions; to set standards for the services to be offered to the public; to direct the officers of the Winnebago County Sheriff's Department, including the right to assign work and overtime; to hire, examine, classify, select, promote, restore to career service positions, train, transfer, assign and schedule officers; to increase, reduce or change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of a bona fide lack of work or funds; to contract out work on a temporary basis when the same is essential in the exercise of police power in the case of existing emergency conditions; to establish work schedules and to determine the starting and quitting time, and the number of hours to be worked; to establish, modify, combine or abolish job positions and classifications; to add, delete or alter methods of operation, equipment or

facilities; to determine the locations, methods, means and personnel by which operations are to be conducted, including the right to determine whether goods and services are to be made, provided or purchased; to establish, implement and maintain an effective internal control program; to suspend, demote, discharge or take other disciplinary action against officers for just cause (probationary officers without cause), and to add, delete, or alter policies, procedures, rules and regulations provided the same are consistent with the terms of this Agreement.

ARTICLE 5. SUBCONTRACTING

It is the general policy of the Employer(s) to continue to utilize the employees to perform work they are qualified to perform. However, the Employer(s) reserves the right to contract any work it deems necessary in the exercise of its best judgment and consistent with the Employer's lawful authority under Illinois statutes. Provided, however, the Employer(s) shall utilize Reserve Deputies for Courthouse Security and to fill in for employees off on vacation or on sick leave. Reserve Deputies shall not be used to eliminate the overtime opportunities of employees covered by this Agreement.

The Employer(s) will give the Lodge thirty (30) days advance notice, or as much notice as possible if less than thirty (30) days notice can be given, once a decision to subcontract is made.

The Employer agrees, upon request, to negotiate with the Lodge over the effects of any decision to subcontract on bargaining unit personnel. Any personnel actions taken involving such persons shall be considered temporary until the completion of any requested effects bargaining as provided in the Illinois Public Labor Relations Act.

Notwithstanding the foregoing, the Employer shall not subcontract out work that is performed by bargaining unit members.

ARTICLE 6. HOURS OF WORK AND OVERTIME

SECTION 6.1 NO GUARANTEE

Except as otherwise provided herein, nothing in this Article or this Agreement shall be construed as a guarantee of hours of work per day, work period, month or year. This Article is not intended to establish a right to compensation in any other form for time not actually worked except as specifically provided for in this Article.

SECTION 6.2 SHIFT SCHEDULE

The Employers shall publish a schedule for the Patrol Division on a yearly basis on or before October 1st of each year. Such schedule shall set forth the shifts, days worked and days off for the upcoming year.

SECTION 6.3 NORMAL WORKDAY AND WORK PERIOD

The normal workday and work period for bargaining unit employees who are not assigned to Civil Process, Special Operations, Canine Unit, DARE, School Resource Officer, Forest Preserve District Section, Auto Theft Taskforce, Metro Narcotics, Juvenile Assessment Center, Crime Scene Section, Community Services, Warrant Section, TAC Team, Courthouse Security, or the Detective Division, shall be as follows:

(a) Normal Work Day: The normal work day shall consist of 12 consecutive hours of work in any twenty-four (24) hour period. The normal schedule of shifts shall be:

Day Shifts: 6:00 a.m. – 6:00 p.m.
7:00 a.m. – 7:00 p.m.

Night Shifts: 6:00 p.m. – 6:00 a.m.
7:00 p.m. – 7:00 a.m.

The starting and ending times for cover shifts shall be determined by the Employer. Once established the shift starting and ending times for cover shifts may only be adjusted by the Employer by up to two hours, and only after providing each affected employee not less than forty-eight (48) hours advance notice.

Supervisors shall permit employees assigned to patrol duties to take meal breaks within reasonable proximity of their patrol assignments so long as they are able to respond in a timely manner to calls for service within their normal area of assignment.

The normal work period shall be defined as twenty-eight (28) consecutive days beginning on a Monday and shall consist of one hundred sixty-eight (168) scheduled hours of work. This twenty-eight (28) day work period shall be by the following schedule: Work Monday and Tuesday, Off Wednesday and Thursday, Work Friday, Saturday and Sunday, Off Monday and Tuesday, Work Wednesday and Thursday, Off Friday, Saturday and Sunday, repeating itself for the remaining fourteen (14) days of the Work period. Alternating platoons of employees will work opposite days and have opposite days off.

(b) Shift Assignments: Each year all of the slots per shift and platoon will be available to be bid upon by bargaining unit employees who have been released from Field Training. The list of slots per shift and platoon, along with the qualifications, will be posted on or before October 1st of each year. Beginning on October 1st and

continuing throughout the month through and including October 31st, employees may bid on the posted slots. Assignment to the slots will be based upon seniority for the slot for which he or she bid. Assignments will become effective on or before the first day of the payroll period commencing after January 1st of each successive year.

(c) Other Assignments: The Employers reserve the right to assign employees to the front desk, special operations, Juvenile Assessment Center, Courthouse Security, and the Forest Preserve District Division. The Employers shall post a schedule on or before October 1st of each year for these assignments. Employees assigned to these assignments may bid for the slots on the schedule, in writing, beginning on October 1st, and continuing through the month to and including October 31st. Shift assignments shall be made based upon seniority from among those who have made bids in writing.

(d) Current Schedules: Employees assigned to the detective division, crime scene section, community policing unit, civil process, auto theft task force, metro narcotics, community services, TAC team, and warrant section and juvenile assessment center shall work according to the schedules utilized at the time of the execution of this Agreement. Employees assigned to the Forest Preserve District Division shall work 12 hours per day on the rotating schedule set forth in Section 6.3(a) above. Such employees shall also bid for shifts among themselves unless the entire unit agrees to rotate shifts.

Employees assigned to DARE, School Resource Officer shall work schedules according to the practice at the time of the execution of this Agreement for that period of time schools to which they are assigned are in session. When the schools are not in

session, employees assigned to DARE, School Resource Officer may be assigned to other duties, and their schedules shall be adjusted to correspond with the schedules of the units to which they are assigned.

SECTION 6.4 ADJUSTING SCHEDULES

(a) By the Employer:

The shifts, workdays and hours to which employees are assigned shall not be changed for any reason, including but not limited to changing to avoid the payment of overtime pay, except:

- (1) the starting and ending times of the cover shifts may be adjusted by not more than two (2) hours, provided the Employer gives the affected officers not less than forty eight (48) hours advance notice;
- (2) the number of hours an officer has worked consecutively on a particular day has created a significant risk that fatigue will interfere with the officer's ability to perform his or her duties. Such determinations shall be made on a case-by-case basis depending on the nature of the employee's work that day, but under no circumstances will be made for less than sixteen (16) hours of work without at least six (6) hours of rest;
- (3) for purposes of an employee's attending a training session greater than two (2) days in duration; provided, however, that any such training session conducted by the Employer shall be limited to a single topic in order for the Employer to have the right to adjust work schedules to avoid the payment of overtime;
- (4) during emergency circumstances where the change is necessary in order to perform essential police functions, but only for the duration of the specific emergency;
- (5) an employee who is performing the duties of a Field Training Officer may have his or her shift and/or hours of work adjusted for the initial four weeks of a recruit's orientation so as to provide five consecutive workdays, 8.4 hours per day;
- (6) where it is necessary to involuntarily change the shift assignment or hours of work of an employee in order to fill a vacancy resulting from a promotion,

retirement, extended absence due to injury or illness, unresolvable personal conflict among employees, and/or termination, the employee with the least seniority on the same platoon as the vacancy, shall be the one whose shift assignment or hours of work are changed. The Employer shall first seek volunteers;

- (7) subject to management approval, if an employee voluntarily requests a change for personal reasons, such as a family hardship, the employee shall be obligated to find a volunteer with whom to change. Absent a volunteer, no change shall be made;
- (8) where circumstances cause the employer to believe that additional changes should be made, the Employer shall have the right to notify the Labor Council of its desire to negotiate a change as set forth in Section 6.12.
- (9) Where an Employee is the subject of a criminal investigation, but has not been placed on administrative leave with pay or suspended, the Employer may adjust the Employee's work schedule to an 8.4 hour day.
- (10) Where it is necessary to fill a temporary position in the crime scene unit when an assigned day shift crime scene technician is absent, due to vacation, TC, illness, or school, the assigned night shift technician may be adjusted to a 1200-2400 hour shift, without effect to the 1800-0600 hour night shift pay differential.
- (11) Where it is necessary to change the shift assignment or hours of work of an employee in order to fill a vacancy for the front desk, juvenile assessment center, housing authority, community policing unit, resulting from a promotion, retirement, extended absence due to illness or injury, unresolved personal conflict among employees, termination, and/or the commencement of a new position, the Employer reserves the right to choose an employee from a group having two to five years experience as a merited deputy as the one whose shift assignment or hours of work are changed. The employer shall first seek volunteers.
- (12) Employees assigned as canine handlers will have one hour adjusted off per working shift to accommodate for the care of the dog.

Under no circumstances will an officer's hours be adjusted for punitive or disciplinary reasons.

(b) By the Employee:

The Employer will permit any two (2) employees to exchange full shifts or days off, or allow one employee to work a full shift in lieu of another employee under the following conditions:

- 1) The employees must be assigned to the same division;
- 2) A written request is given to each employees shift sergeant at least forty-eight (48) hours in advance, except that under circumstances where forty-eight (48) hours advance notice is not possible because of exigent circumstances, the employees shall give notice as soon as is possible;
- 3) No employee may exchange shifts more than six (6) times during a twelve month period unless approved by the Bureau Commander where exigent circumstances exist (not to be more than three days in succession);
- 4) No exchange will be allowed if it would result in an employee working a double shift or if it would result in an employee being entitled to overtime compensation pursuant to Section 6.5.

SECTION 6.5 OVERTIME PAY

Employees shall be compensated at a rate of one and one-half (1.5) times their regular hourly rate of pay for all authorized hours worked outside of their normal work schedules (except as is provided with regard to adjusting hours of work in Section 6.4 (a) above) and/or in excess of one hundred and sixty-eight (168) during any twenty-eight day work period.

For purposes of determining an employee's entitlement to overtime compensation, the seven hours of special duty day shall not of themselves result in overtime pay, even though they may be scheduled outside the employee's normal work hours.

Further, for purposes of determining an employee's entitlement to overtime compensation, "hours or time worked" shall mean hours actually worked as well as all paid time off. Except when an employee earns overtime on the day that payroll is turned in, all overtime earned will be paid on the payroll for the pay period during which it was earned.

SECTION 6.6 COMPENSATORY TIME

In lieu of overtime pay, employees may elect to receive compensatory time off which may be accumulated to a maximum of ninety-six (96) hours.

SECTION 6.7 COURT TIME

Employees who would otherwise be off duty shall be compensated in accordance with Section 6.5 and /or Section 6.6 for all hours worked appearing in Court on behalf of the County in the capacity of a commissioned officer or when preparing for an off duty appearance when in the presence of a prosecuting attorney. The Employee shall be compensated for the greater of three (3) hours minimum at the rate of time and one-half or actual time worked at the rate of time and one-half, whichever is greater, for morning appearances and of three (3) hours minimum at the rate of time and one-half or actual time worked at the rate of time and one-half, whichever is greater, for afternoon appearances when it is for a different case. Off duty lunch periods shall not be compensated.

SECTION 6.8 CALL BACK PAY

A call-back is defined as an official assignment of work which does not continuously proceed or follow an officer's regularly scheduled working hours other than court appearances which shall be compensated in accordance with Section 6.7 above. All call back assignments shall be compensated in accordance with Section 6.5 and shall be for a minimum of three (3) hours at the rate of time and one-half, or actual time worked at the rate of time and one-half, whichever is greater, unless an individual is called back to rectify his/her own error (in which case the minimum shall not apply). Employees shall only be called to correct errors that must be corrected prior to their next scheduled shift and shall not be called back for punitive purposes.

SECTION 6.9 TRAINING TIME

Each employee will be required to attend up to 40 hours of training per year. For each employee working the 12 hour shift, the Employer agrees to pay the first 24 hours (three training days) at straight time. The two remaining training days (up to 16 hours) will be paid at straight time or the officer will be scheduled to attend during their normal working hours. This provision will apply to no more than 5 individual days. This is to address platoon training days which are scheduled during an employee's normal day off.

Upon completion of the shift bidding process as provided in Section 6.3(b) and prior to December 31st, the employer will establish a minimum of 24 hours (three training days) of the annual retraining scheduling for the following year. Employees will be able to select the dates they choose to attend each of the annual retraining dates according to seniority and available space for that respective training session. Once all requests are submitted and the annual retraining schedule is complete, it will be posted by the employer. The annual retraining dates are mandatory and employees must attend on their scheduled dates. If exigent circumstances exist and the employee is unable to attend during their scheduled time, the employee shall attend during a different week determined by the employer.

The Employer(s) shall not adjust an employee's regular shift schedule in order to avoid overtime consequences as a result of an employee's attendance at a training session of two (2) days or less in duration. For training sessions in excess of two (2) days, the Employer(s) reserve the right to adjust shift schedules to avoid overtime consequences, subject to the requirements of Section 6.4.

SECTION 6.10. REQUIRED OVERTIME

The Sheriff or his designee(s) shall have the right to require overtime work, and officers shall not refuse overtime assignments. Except in emergencies or where the Employer has less than two hours notice of the circumstances resulting in the need to assign overtime, the Sheriff or his designee(s) shall make reasonable efforts to obtain volunteers for overtime assignments by utilizing the provisions of Section 6.13 before assigning required overtime work. The Sheriff or his designee(s) will assign overtime on

a reverse length of service basis. However, volunteers will not necessarily be selected for work in progress being performed by a specific officer. Also, specific officers may be selected for special assignments based upon special skill, ability or experience they may possess.

An employee shall provide the Employer(s) with his/her current telephone number and residential address.

SECTION 6.11 NO PYRAMIDING

Compensation shall not be paid (or compensatory time taken) more than once for the same hours worked under any provision of this Article or Agreement.

SECTION 6.12 WORK SCHEDULES

Should the Employer desire to make any changes in the work schedules that are not otherwise permitted under this Agreement, it shall notify the Labor Council of its desire. The parties agree to commence negotiations within two (2) weeks of the Labor Council's receipt of such notice. In light of the importance to the employer and the employees of determining the shift schedules that shall be worked, and the need for prompt resolution of any bargaining which may occur, the parties agree that should bargaining have not been concluded within thirty (30) days of the date the Labor Council received notice, the parties' dispute shall be resolved through expedited interest arbitration.

SECTION 6.13 VOLUNTARY OVERTIME/EXTRA DUTY ASSIGNMENTS

The Employer shall make a reasonable effort to make overtime opportunities and extra duty assignments available on an equal basis to all employees capable of performing the work.

a. Voluntary Overtime

The Employer shall maintain two overtime lists for the Patrol Division, one for those employees working A Platoon hours and one for those working B Platoon hours, each list to be based upon seniority within the Division. The Employer shall compile lists of employees who express an interest in overtime work. After an initial sign up period of two (2) weeks, any new names added to the lists shall be added to the bottom in order of signing up, without regard to seniority. These lists shall be updated annually.

Except in emergencies or where the Employer has less than two hours notice of the circumstances resulting in the need to assign overtime, the Employer shall offer overtime opportunities only to employees on the lists.

Offers of overtime work opportunities shall be made in sequential order through the lists, with new overtime opportunities being offered first to the employee following the employee who accepted the last offer.

b. Extra Duty Assignments (Special Events)

In addition to the voluntary overtime list maintained pursuant to subsection (a), the Employer shall maintain a list for all employees who are interested in extra duty assignments (special events for which additional coverage is requested). The extra duty list shall be maintained on the basis of seniority as a merited deputy.

The Employer shall, within thirty (30) days of the ratification of this Agreement, compile a list of employees interested in extra duty work. After an initial two (2) week sign up period, any new names added to the list shall be placed at the end, in order of sign up, without regard to seniority.

Offers of extra duty work opportunities shall be made in sequential order through the list, with new extra duty opportunities being offered first to the employee following the one who accepted the last offer. Any employee assigned to the Detective Division who accepts an extra duty assignment to perform work not otherwise performed by the Detective Division shall be compensated at an hourly rate that that employee would otherwise be entitled to had he/she not been assigned to the Detective Division.

SECTION 6.14 RESTRICTED TIME

All employees who are ordered restricted at home by his/her supervisor in anticipation of call back for an assignment shall be compensated for all hours so restricted.

SECTION 6.15 OFF DUTY ARRESTS

Any employee who is off duty and not engaged in secondary employment providing private security or working for another police agency who encounters circumstances that result in his/her making an arrest, shall be considered to be in the line of duty for purposes of indemnification, the "Public Employee Disability Act" (5 ILCS 345/0.01 et seq.), the Pension Act and the Worker's Compensation Act; provided,

however, that employees working secondary employment providing private security service or working for another police agency may receive the same benefits at the discretion of the Sheriff on a case by case basis.

SECTION 6.16 CANCELLATION OF COURT APPEARANCE

Any employee that has been issued a subpoena to appear in court as a result of their employment, and who are not otherwise scheduled to work, shall receive three (3) hours pay if the court appearance is cancelled on the day of the scheduled appearance. This Section shall not apply to any employee's regularly scheduled court appearance for traffic cases.

SECTION 6.17 TEMPORARY ASSIGNMENTS

The Employer(s) may, as provided in this Section, temporarily assign an employee assigned to the Uniformed Services Division, to the Detective Division, for a period of not to exceed six (6) weeks without any increase in the assigned employee's regular rate of pay. Such temporary assignment may be extended for a period not to exceed six (6) additional weeks without the agreement of the Labor Council. By agreement of the parties, such temporary assignments may be further extended. In such case, the employee shall be paid at the same rate as the employee would have been compensated had the employee been promoted to the rank of Detective. For purposes of this Section, assignment to Metro Narcotics and the Auto Theft Task Force, shall not be considered to be an assignment to the Detective Division.

SECTION 6.18 HAZARDOUS DUTY PAY

Any employee who is a Certified Field Training Officer and has been designated as such by the Employer(s) shall receive a 5% premium added to his/her regular rate of pay for all hours worked in those capacities. Any employee who is a SWAT Team, or a Bomb Technician, and has been designated as such by the Employer(s) shall receive a lump sum five hundred dollar (\$500.00) premium per fiscal year added to his/her regular rate of pay. No member will be paid for more than one position if they are assigned to multiple units.

SECTION 6.19 CRIME SCENE TECHNICIANS

Crime scene technicians shall be paid a three percent (3%) premium added to his/her regular rate of pay for all hours worked in those capacities.

SECTION 6.20 DETECTIVE ON-CALL COMPENSATION

For each week a detective is on-call or back-up on-call, they shall receive 4.2 hours of compensatory time. However, compensatory time may only be accumulated to the maximum permitted by Section 6.6 of this Agreement. Any compensatory time earned pursuant to this Section in excess of that maximum must be used during the pay period earned or during the subsequent pay period.

ARTICLE 7. GRIEVANCE PROCEDURE

SECTION 7.1 DEFINITION

A “grievance” is defined as a dispute or difference of opinion raised by an employee or the Union against the Employer involving an alleged violation of an express provision of this Agreement, including but not limited to just cause for discipline.

SECTION 7.2 DISCIPLINE OUTSIDE THE MERIT COMMISSION JURISDICTION

All discipline imposed by the Sheriff shall be based on just cause, consistent with the principles of progressive and corrective discipline. The Sheriff shall have the authority to issue and impose discipline up to and including discharge. The Sheriff shall not file charges with the Merit Commission. The Merit Commission no longer has jurisdiction over any disciplinary matters concerning the employees covered under this Agreement. All discipline is subject to the Grievance Procedure of this Agreement.

SECTION 7.3 PROCEDURE

A grievance filed against the Employer shall be processed in the following manner:

STEP 1: Any employee and/or Union Representative who has a grievance shall submit the grievance in writing to the employee’s immediate supervisor who shall be a supervisor not included in the bargaining unit, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, sufficient to provide notice of the nature and circumstances of the dispute, the provision or provisions of this Agreement which are alleged to have been violated,

and the relief requested. All grievances must be presented no later than ten (10) business days from the date of the occurrence of the matter giving rise to the grievance or within ten (10) business days after the employee or the Union through the use of the reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. Within ten (10) business days after receipt of the written grievance, the immediate supervisor shall meet with the grievant and/or the Union in an attempt to solve the grievance unless the parties agree otherwise. The immediate supervisor shall render a written response to the grievance within ten (10) business days following the meeting.

STEP 2: If the grievance is not settled at Step 1, and the employee or the Union desires to appeal, it shall be referred in writing signed by the grievant or the Union Representative who prepared the appeal, to the Sheriff or his designee within ten (10) business days after receipt of the answer in Step 1. Thereafter, the Sheriff or his designee along with a County Board Representative shall meet with the grievant and the Union Representative within ten (10) business days following receipt of the grievance. It is understood by the parties that the County Board Representative shall, on economic grievances, participate in the decision as to possible settlement or dismissal of the grievance and shall be required to sign any answer along with the Sheriff or his designee in order for the answer to constitute the Employer's official response.

SECTION 7.4 BINDING ARBITRATION

If the grievance is not settled in Step 2 and the Union wishes to appeal the grievance, the Union may refer the grievance to binding arbitration, as described below, within ten (10) business days of receipt of the Employer's written answer as provided to the Union at Step 2.

- (a) **Arbitrator Selection:** Unless the parties mutually agree upon an arbitrator, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators within fourteen (14) calendar days of the referral to arbitration. The parties shall divide equally the costs of obtaining the panel. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the Employer and the Union shall have the right to alternately strike one (1) name from the panel, with the order of striking to be determined by a coin toss. The person remaining shall be the arbitrator.
- (b) **Notice to Arbitrator:** The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of the Union and Employer(s) representatives.
- (c) **Parties' Rights:** The Employer(s) and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Employer and the Union retain the right to employ legal counsel.

- (d) **Issuance of Award:** The arbitrator shall submit his/her binding decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- (e) **Multiple Grievances:** More than one (1) grievance may be submitted to the same arbitrator if both parties mutually agree in writing.
- (f) **Costs:** The fees and expenses of the arbitrator and the cost of a written transcript for the arbitrator, if any, shall be divided equally between the Employer and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses and for purchasing its own copy of the transcript if so desired.

SECTION 7.5 LIMITATION ON AUTHORITY OF ARBITRATOR

The arbitrator shall have no right to amend, modify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered only to address a dispute of which the Employer was given sufficient notice during the grievance procedure. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or rules and regulations of administrative bodies that have the force and effect of law. Any decision or award of the arbitrator rendered within the limitations of this Section 7.5 shall be binding upon the Employer, the Union and employees covered by this Agreement.

SECTION 7.6 **TIME LIMIT FOR FILING**

No grievance shall be entertained or processed unless it is submitted at Step 1 within ten (10) business days after the occurrence of the event giving rise to the grievance or within ten (10) business days after the employee or the Union, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance, unless mutually agreed in writing. A "business day" is defined as a calendar day exclusive of Saturdays, Sundays or holidays. If the grievance is not presented by the employee or the Union within the time limits set forth above it shall be considered waived unless good cause is established. 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 Employer(s)' last answer. If the Employer(s) does not answer a grievance or an appeal thereof within the specified time limit, the aggrieved employee and/or the Union may elect to treat the grievance as denied at that set and immediately appeal the grievance to the next step.

SECTION 7.7 **TIME OFF**

The grievant and one (1) Union Representative, if requested by the grievant, or a Union Representative if a union grievance, shall be given paid time off to participate in the Step 1 and/or Step 2 meetings and arbitration if the meetings or arbitration are conducted on working time. No other time spent on grievance matters shall be considered time worked for compensation purposes.

SECTION 7.8 DISCLOSURE OF INFORMATION

Upon the filing of a grievance, the Employer agrees to provide to the Union such documents and other information requested by the Union as may be necessary in order to evaluate the meritoriousness of grievances.

ARTICLE 8. NO STRIKE

SECTION 8.1 NO STRIKE COMMITMENT

Neither the Union nor any of its officers, agents or employees, or any member of the bargaining unit will call, institute, authorize, participate in, sanction, encourage, or ratify any strike, sympathy strike, work stoppage, slow down or other concerted refusal to perform duties by an officer or officer group, or the concerted interference with, in whole or in part, the full, faithful and proper performance of the duties of employment with the Employer regardless of the reasons for doing so. No employee covered by this Agreement shall refuse to cross any picket line during the performance of duty. Each employee who holds the position of officer or representative of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article.

SECTION 8.2 RESUMPTION OF OPERATIONS

In the event of action prohibited by Section 8.1 above, the Union agrees to inform

members of the bargaining unit of their obligation under the Agreement and direct them to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Union, including its officials and agents, shall not be liable for damages upon complying with the requirements of this section so long as the Union, its officials and agents have not acted in violation of Section 8.1 above.

SECTION 8.3 DISCIPLINE OF STRIKERS

Any officer who violates the provisions of Section 8.1 of this Article shall be subject to immediate discharge. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent. The imposition of discipline under this section is subject to appropriate review.

SECTION 8.4 JUDICIAL RESTRAINT

Nothing herein shall preclude the Employer from obtaining judicial restraint and damages in the event an employee or the Union violates this Article.

ARTICLE 9. HOLIDAYS

SECTION 9.1 HOLIDAYS

The following are paid holidays for eligible employees:

New Years Day

Labor Day

Martin Luther Kings Birthday

Columbus Day

Presidents Day

Veterans Day

Memorial Day

Thanksgiving Day (2)

Independence Day

Christmas Day (2)

SECTION 9.2 HOLIDAY PAY AND WORK REQUIREMENTS

An employee shall work all holidays when scheduled as part of their normal departmental work schedule. To be compensated for a holiday, the employee must work the day immediately before and/or the day immediately after the holiday (if scheduled), in addition to the holiday (if scheduled), unless an absence is for just cause and approved by the Employer(s). If an employee is scheduled to work and in fact does work the holiday, he/she shall be compensated at his/her regular rate of pay plus 8.4 hours holiday pay. If the employee is scheduled off on a holiday, he/she shall be compensated 8.4 hours holiday pay. If an employee is forced back on Thanksgiving, Christmas Eve or Christmas day, he/she shall be paid twice his/her regular rate of pay in addition to 8.4 hours holiday pay. If the department determines that a position does not require staffing on a holiday, the employee(s) scheduled to work the holiday as part of their normal departmental work schedule shall have the holiday off; however, employees assigned to the Juvenile Assessment Center may be required to work their normal hours to staff a needed assignment. Such employee(s) shall receive their regular rate of pay for that day if they are off, but if they work, the employee(s) shall receive holiday pay in addition thereto. Employees shall have the choice of cash compensation or compensatory time, or a combination thereof, as compensation for holiday pay earned under this Section.

ARTICLE 10. LAYOFF AND RECALL

SECTION 10.1 LAYOFF

If it is determined that layoffs are necessary, due to a bona fide lack of work or lack of funds, all part-time employees and reserve deputies shall be laid off before any full-time bargaining unit employees are laid off. Thereafter, layoffs of full-time bargaining unit employees shall be made in inverse order of seniority, with the least senior employee being the first laid off, and the most senior employee being the first recalled to duty.

SECTION 10.2 RECALL

Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on a recall list, shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled in accordance with the Sheriff's Merit Commission Rules. Employees on the departmental recall list have the obligation to keep the Employer advised in writing of their current addresses.

ARTICLE 11. VACATIONS

SECTION 11.1 ELIGIBLE FOR ALLOWANCES

Every employee shall be eligible for paid vacation time after the completion of one (1) year's service with the Employer. Employees shall start to earn vacation allowances as of their date of hire as employees covered by this Agreement. Employees may not use vacation time until it is earned. Employees will earn vacation hours on the first day of each month.

Vacation hours eligible to be used each year shall be based on the following continuous years of service:

1 year through and including the 7 th year.	.	.	84 work hours
8 years through and including the 15 th year.	.	.	126 work hours
16 years through and including the 25 th year.	.	.	168 work hours
26 th year and above.	.	.	210 work hours

SECTION 11.2 VACATION PAY

The rate of vacation pay shall be the employee's regular straight time rate of pay in effect on the payday immediately preceding the employee's vacation.

SECTION 11.3 USE OF VACATION TIME

Employees shall be granted vacation time by the Employer in accordance with the County's service needs and the employee's desires. Vacations shall be granted as provided in Section 11.4. Vacation leave must be taken in increments of not less than four (4) hours, unless an Employee has no compensatory time available, in which case the Employee shall be permitted to take his or her vacation leave in increments of not less than one (1) hour. Employees will be required to take vacation days within one (1)

year from the date they are accrued. If because of operating needs the Employer cannot grant an officer's request for vacation time within the one (1) year period from the date accrued, such vacation time may be accumulated for an additional twelve (12) month period. If an employee does not request and take accrued vacation within such period, such vacation shall be lost.

SECTION 11.4 VACATION SCHEDULING

The maximum number of officers to be scheduled for vacation at one time will be at the discretion of the Employer considering seasonal operations, desired level of staffing and other level of service related matters. Between November 15th and December 15th of each calendar year, the Employer(s) shall post a vacation scheduling request sign up sheet in each Division. Each employee shall have the opportunity to designate up to two consecutive weeks of accumulated vacation time he/she wishes to take. Seniority within the Division will govern in the event of conflicting requests. After December 15th, vacation requests will be considered by the Employer(s) on a first come, first served basis. In the event of an emergency, the Employer reserves the right to cancel scheduled vacation time and require the officer to work. In such emergency situations, the officer's vacation will be rescheduled with the approval of the Employer at a time desired by the officer, work schedules permitting. In the event of an Employer initiated cancellation, the Employer shall, upon the submission of proper written documentation, reimburse the officer for any out of pocket expenses incurred by reason of said cancellation.

Provided, however, a minimum of three (3) employees per shift shall be permitted to take vacation leave and/or compensatory time off on any given day under

any circumstances, except on New Year's Eve Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and their associated weekends (Friday, Saturday and Sunday) on which the minimum shall be two (2). However, the third person off on a regular day or the second person off on the listed holidays must take vacation leave or compensatory time and that person must give a minimum of 48 hours notice. . A minimum of two (2) employees from Machesney Park per shift per day shall be permitted to take vacation leave and/or compensatory time off on any given day under any circumstances, except on New Year's Eve Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and their associated weekends (Friday, Saturday and Sunday) on which the minimum shall be one (1). However, the second person off on a regular day must take vacation leave or compensatory time and that person must give a minimum of 48 hours notice. A minimum of one (1) employee from the Forest Preserve District per shift per day shall be permitted to take vacation leave or compensatory time off on any given day under any circumstances. The foregoing shall not preclude additional officers from being granted vacation leave and/or compensatory time off where staffing permits.

SECTION 11.5 ACCUMULATION

Vacation credit shall not be accumulated during any layoff period, nor shall vacation credit be accumulated during any unpaid leave of absence.

ARTICLE 12. SICK LEAVE

SECTION 12.1 PURPOSE

Sick leave is absence with pay due to incapacitating illness, injury or pregnancy. The Employer(s) shall allow sick leave to employees in accordance with Section 12.2. The Employer(s) may request, prior to payment for sick leave, evidence which may be in the form of written medical certification of use of sick leave if reasonable grounds exist to suspect abuse or if the absence has exceeded three (3) consecutive work days.

SECTION 12.2 ALLOWANCE

Any employee contracting or incurring any non-service connected sickness or disability shall receive sick leave with pay as set forth in this Article. Employees may utilize the equivalent of one-half of the sick time earned by the employee during any calendar year in the event of an illness, injury or medical appointment of the employee's child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent.

SECTION 12.3 DAYS EARNED

Employees shall earn one (1) 8.4 hour day of sick leave for each month of service to a maximum of 240 days. Sick leave cannot be taken before it is actually earned. Employees will earn sick leave hours on the first day of each month.

SECTION 12.4 NOTIFICATION

Notification of absence due to sickness shall be given to the Employer as soon as possible on the first day of such absence or sooner if possible and every day thereafter (unless this requirement is waived by the Sheriff or his designee), but no later than one (1) hour before the start of the employee's work shift unless it is shown that such notification was impossible. Failure to properly report an illness may be considered as absence without pay and may subject the employee to discipline.

SECTION 12.5 MEDICAL EXAMINATION

The Employer may request, prior to payment of sick leave, evidence which may be in the form of written medical certification of illness if reasonable grounds exist to suspect abuse, or if the absence has exceeded three (3) consecutive work days.

SECTION 12.6 SICK LEAVE UTILIZATION

Sick leave shall be used in no less of an increment than one (1) day, unless otherwise approved by the Employer. Sick leave will be deducted equal to the number of hours absent.

SECTION 12.7 SICK LEAVE EARNED

Sick leave shall not be earned during any layoff period nor shall sick leave be earned during any unpaid leave of absence.

SECTION 12.8 SICK LEAVE CONVERSION

Sick leave accumulation may be converted to pension service credit in accordance with Illinois Municipal Retirement Fund regulations. Accrued, unused sick leave will be forfeited at time of termination or retirement except as provided herein.

SECTION 12.9 PERSONAL LEAVE DAYS

Each full-time employee shall be entitled to one personal leave day after six (6) months of employment. Employees shall accrue this personal day as of January 1st of each year. This personal leave day cannot be carried over from year to year.

Each employee may earn a maximum of an additional two (2) personal leave days based on accrued sick days. One personal day may be earned for each twelve (12) sick days accrued as of the employee's anniversary date up to a maximum of two days for twenty-four (24) sick days accrued. These additional personal days will be earned for sick days accrued as of the first day of the month in which the employee's anniversary date falls. These personal days may not be carried from year to year. In no case will an employee be entitled to "cash out" the personal leave day or in any way to convert the day to money for the employee.

An employee will be compensated for personal leave days the same number of hours that the employee would have been compensated had the employee worked his or her normally scheduled hours.

ARTICLE 13. ADDITIONAL LEAVES OF ABSENCE

SECTION 13.1 DISCRETIONARY LEAVE

In accordance with Merit Commission Rules, the Employer may grant a leave of absence under this Article to any bargaining unit employee where the Employer determines there is good and sufficient reason. The Employer shall set the terms and conditions of the leave. All leaves will be on a non-pay status.

SECTION 13.2 APPLICATION FOR LEAVE

Any request for a leave of absence shall be submitted by the employee to the Sheriff or his designee as far in advance as practicable. The request shall state the reason for the leave of absence and the approximate length of time off the employee desires. Authorization for the leave of absence shall, if granted, be furnished to the employee by his immediate supervisor in writing. Similarly, the basis for denial, if denied, shall be furnished to the employee in writing.

SECTION 13.3 MILITARY LEAVE

Employees who are members of any armed service of the United States or State of Illinois shall be allowed leave with pay in compliance with State and Federal Law. Nothing prevents the Employers from providing benefits in addition to those provided by State and Federal Laws to those bargaining unit members who are members of the armed services. Employees returning to work following these military obligations will be returned in compliance with State and Federal guidelines.

SECTION 13.4 JURY LEAVE

Employees who are summoned for and appear for jury duty (i.e., appear for duty but not necessarily selected) and/or who are required to serve on a jury shall be compensated at their regular rate of pay for each hour spent on jury duty up to the maximum number of hours the employee otherwise would have been regularly scheduled to work. In order to receive compensation for jury leave, an employee must sign the jury duty check over to the Employer(s).

SECTION 13.5 BEREAVEMENT LEAVE

In the event of death in the immediate family (employee's parent, spouse (as defined or recognized under Illinois law for purposes of marriage), child, step-child, sibling, step-parent, mother or father-in-law, brother or sister-in-law, grandparent and grandchild), such employee, upon request will be excused with pay for up to three (3) consecutive calendar days for the purpose of attending the funeral and other related matters. In the event of a death in the employee's extended family (i.e. beyond those listed above), an employee may utilize two (2) days of accumulated vacation leave, compensatory time or leave without pay unless such absence would unduly interfere

with the operational needs of the Employer. If the Employer has reason to suspect abuse, the Employer may require satisfactory evidence of the need for such absence.

SECTION 13.6 LEAVE FOR ILLNESS, INJURY OR PREGNANCY

- (a) In the event an employee is unable to work by reason of illness, or injury (including those comparable under Workers Compensation), or pregnancy, the Employer may grant a leave of absence without pay during which time seniority shall not accrue for so long as the employee is unable to work, except that for a work related injury compensable under Workers Compensation, an employee shall accrue seniority for the first twelve (12) months of leave.
- (b) To qualify for such leave, the employee must report the illness, injury or inability to work because of pregnancy as soon as the illness, injury or pregnancy is known, and thereafter furnish to the Sheriff or his designee a physician's written statement showing the nature of the illness, injury or state of pregnancy and the estimated length of time that the employee will be unable to report for work, together with a written application for such leave. Thereafter, during such leave, the employee shall furnish a current report from the attending doctor at the end of every forty-five (45) day interval.
- (c) Before returning from leave of absence for injury, illness or pregnancy, or during such leave, the employee at the discretion of the Employer may be required to

have a physical examination by a doctor designated by the Employer to determine the employee's capacity to perform work assigned.

SECTION 13.7 BENEFITS WHILE ON LEAVE

- (a) Unless otherwise stated in this Article, or otherwise required by law, length of service shall not accrue for an employee who is on an approved non-pay leave status. Accumulated length of service shall remain in place during that leave and shall begin to accrue again when the employee returns to work on a pay status. Unless otherwise stated in this Article, an employee returning from leave will have his seniority continued after the period of the leave. Upon return, the Employer will place the employee in his/her previous job if the job is vacant; if not vacant, the employee will be placed in the first available opening in his classification according to the employee's seniority.
- (b) If, upon the expiration of a leave of absence, there is no work available for the employee or if the employee could have been laid off according to his seniority except for his leave, he shall go directly to layoff;
- (c) During the approved leave of absence under this agreement, the employee shall be entitled to coverage under applicable group and life plans as provided by law, provided the employee makes arrangements for the amount of premium previously paid by the Employer. The Employer may or may not continue to pay

the premium for the first ninety (90) days, unless otherwise required as provided by law. In the event the Employer(s) discontinue premium payments, it becomes the responsibility of the employee to personally contact the Human Resources Department and make arrangements for insurance premium payments.

SECTION 13.8 NON-EMPLOYMENT ELSEWHERE

A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Employees who engage in employment elsewhere, except such secondary employment to essentially the same extent in which they were engaged at the time of the granting of the leave, during such leave may immediately be terminated by the Employer.

SECTION 13.9 FAMILY AND MEDICAL LEAVE ACT

- (a) Employees covered under the provisions of the Federal Family and Medical Leave Act may be eligible for up to twelve (12) weeks unpaid leave during a twelve (12) month period in the event of a birth, adoption or foster care of a child, or a serious health condition of an employee or immediate family member (as defined by the Act) or up to twenty-six (26) weeks of unpaid leave during a twelve (12) month period under the Injured Service Member Act of 2007.
- (b) The twelve (12) month period shall be a rolling twelve (12) month period measured backward from the date the leave is taken and continuous with each additional leave day taken.

- (c) An employee must give the Employer(s) at least thirty (30) days notice, if practicable, before taking such leave, but in any event, notice shall be given within forty-eight (48) hours of when the need for the leaves become known.
- (d) Before going on unpaid leave status under the provisions of this Section for a serious health condition of the employee, the employee shall be required to use any accrued vacation or sick leave during the leave granted. Before going on unpaid leave status under the provisions of this Section for the birth, adoption, or foster care of a child, an employee is required to use all accrued unused vacation time. Before going on unpaid leave status under this section for the serious health condition of a family member, an employee is required to use all accrued unused vacation time.
- (e) Any paid or unpaid leave taken by an employee other than under the provisions of this Section that would otherwise qualify for unpaid leave under this Section shall be attributed to the twelve (12) week period under this Section.
- (f) In the event an employee does not return to employment after taking leave under this Section, the Employer(s) may recapture the cost of any health insurance premiums paid by the Employer(s) for the employee's benefit during the leave.

SECTION 13.10 ADMINISTRATIVE LEAVE FOR CRITICAL INCIDENTS

Any bargaining unit employee who causes great bodily harm or death to a person or persons during the performance of his or her official duties or in the line of duty shall be placed on paid administrative leave for at least 72 hours after the incident. Said

employee must be available at any time during that 72 hours to provide a statement or interview as requested by the employer regarding the incident.

ARTICLE 14. SENIORITY

SECTION 14.1 DEFINITION OF SENIORITY

For the purpose of this Agreement, unless otherwise expressly stated, seniority shall be defined as an employee's length of continuous full-time service, excluding temporary service, since his last date of hire, less any adjustments due to layoff, approved leave of absence without pay or other non-paid, approved or mandated breaks in service. Seniority shall include only that time employed by the Sheriff's Department in a position under the jurisdiction of the Merit Commission.

If more than one (1) person is hired on the same day, then that person having the highest score on the eligibility list from which hiring occurred will receive seniority preference.

SECTION 14.2 SENIORITY LIST

The Employer shall prepare and maintain a seniority list. A copy of the seniority list shall be given to an authorized Union Representative by October 1st of each year and shall be updated on a semi-annual basis by the Employer.

SECTION 14.3 TERMINATION OF SENIORITY

Seniority and the employment relationship shall be terminated when an employee:

- (a) Quits;
- (b) is discharged for just cause;
- (c) retires;
- (d) is laid off for a period in excess of two (2) years.

SECTION 14.4 PROMOTION ELIGIBILITY LIST

All promotions within the bargaining unit shall be consistent with the Merit Commission Rules; however, when, in establishing a promotional eligibility list based on competitive testing, if two (2) or more officers receive identical scores, seniority shall be the determinate factor in placement on the eligibility list in a position consistent with:

- (a) competitive score;
- (b) seniority when competitive scores are equal.

Violations of this Section are subject to review in the grievance procedure.

ARTICLE 15. DRUG AND ALCOHOL TESTING

SECTION 15.1 STATEMENT OF POLICY: Drug and Alcohol Testing Permitted

The Employer(s) and the Union have a paramount interest in protecting the public and the members of the bargaining unit by insuring that employees are free from the effects of drugs and alcohol. In that regard, the employee may be required to submit to alcohol or drug testing as follows. When the Sheriff has a reasonable suspicion to believe that:

- (a) An employee is being affected by the use of alcohol and/or prescribed drugs; or
- (b) Has abused prescribed drugs; or
- (c) Has used illegal drugs, the Sheriff shall have the right to require the employee to immediately submit to alcohol or drug testing provided in this Agreement.

With respect to employees assigned to narcotics and/or vice investigation units and all probationary employees, the Sheriff may order such employees to submit to up to three (3) random alcohol or drug tests as provided in this Agreement per year.

SECTION 15.2 PROHIBITIONS

- (a) Consuming or possessing alcohol at any time during or just prior to the beginning of the work day or anywhere on any of the Employer(s)' premises or work sites, including a vehicle owned by the Employer(s) or

the employee's own personal vehicle while engaged in the Employer(s) business.

- (b) Possessing, using, selling, purchasing or delivering any illegal drug at any time and at any place except as may be necessary in the performance of duty.

Note: Any employee who reports for his/her scheduled work shift with the odor of alcohol on his/her breath, and who has a blood alcohol concentration of .01 or more may be sent home by his/her supervisor without pay. The affected employee may elect to use accumulated vacation or compensatory time for this day. Such incident shall not appear as disciplinary action in the employee's personnel file. Any employee will be afforded this opportunity one time only.

SECTION 15.3 ORDER TO SUBMIT TO TESTING

At the time the employee is ordered to submit to testing authorized by Section 15.1(1) of this Agreement, the Sheriff shall provide the employee with a written notice setting forth the circumstances that form the basis of the order to test. The employee shall initial and date the notice to acknowledge its receipt. Refusal to submit to such test may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he or she may possess. At the time an employee is directed to submit to testing as authorized by this Agreement, the employee shall be permitted to consult with a representative of the Union.

SECTION 15.4 TEST TO BE CONDUCTED

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

- (1) Use only a clinical laboratory or hospital facility which is certified by the State of Illinois to perform alcohol and/or drug testing (For alcohol testing, a certified breathalyzer machine operated by a Certified Breathalyzer Operator);
- (2) Establish a chain of custody procedure for both the sample collection and testing that will insure the integrity of the identity of each sample and test results. No employee covered by this Agreement shall be permitted at any time to become a part of such chain of custody;
- (3) Collect a sufficient sample of the same bodily fluid or material submitted by an employee in order to allow for initial screening, a confirmatory test, and a sufficient amount to be set aside reserved for later testing if requested by the employee;
- (4) Collect samples in such a manner as to preserve the individual employee's right to privacy while insuring a high degree of security for the sample and its freedom from all adulteration. Employees shall not be witnessed by any one while submitting the sample except in circumstances where there is a reasonable suspicion that the employee may attempt to compromise the accuracy of the testing procedure.
- (5) Confirm any sample that tests positive in initial screening for drugs by testing the second portion of the sample by gas chromatography/mass spectrometry (GC/MS) or an equivalent or better scientifically accurate

and accepted method that provides quantitative data about detected drug or drug metabolites;

- (6) Provide the employee to be tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's choosing, at the employee's expense, provided the employee notifies the Employer(s) in writing, within twenty-four (24) hours of receiving the results of the test;
- (7) Require that the laboratory or hospital facility reports to the Sheriff that a blood or urine sample is positive only if both the initial screening and confirmation tests are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Sheriff inconsistent with the understandings expressed herein, the Sheriff will not use such information in any manner or forum adverse to the employee's interests;
- (8) Provide each employee tested with a copy of all information and reports received by the Sheriff in connection with the testing and results;
- (9) Insure that no employee is subject to any adverse employment action except emergency temporary reassignment or relief of duty during the pendency of any testing procedure;
- (10) Require that with regard to alcohol testing for the purpose of determining whether the employee is under the influence of alcohol, test results showing an alcohol concentration of .08 or more based upon grams of alcohol per 100 millimeters of blood shall be considered positive (Note:

The foregoing standard shall not preclude the Employer from attempting to show that test results between .01 and .07 demonstrate that an employee was under the influence, but the Employer shall bear the burden of proof in such case).

SECTION 15.5 RIGHT TO CONTEST

If disciplinary action is not taken against any employee based in whole or in part upon the results of a drug or alcohol test, the Union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the test, the right to test, the administration of the test, the significance and accuracy of the test, or any other alleged violation of this Agreement. Such grievance shall be commenced at Step 2 of the grievance procedure. Further, if disciplinary action is taken against an employee based in part upon the results of a test, then the Union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any portion of the test. Any evidence concerning test results which is obtained in violation of the standards contained in this Article shall not be admissible in any disciplinary proceedings involving the employee.

SECTION 15.6 VOLUNTARY REQUESTS FOR ASSISTANCE

The Sheriff shall take no adverse employment action against any employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the Sheriff may require the reassignment of the employee with pay

if he/she is unfit for duty in his/her current assignment. The foregoing is conditioned upon:

- (a) the employee agreeing to appropriate treatment as determined by the treatment professionals involved;
- (b) the employee discontinues the use of illegal drugs or abuse of alcohol;
- (c) the employee completes the course of treatment prescribed, including an “after care” group for a period of up to twelve (12) months;
- (d) the employee agrees to submit to random testing during normal work hours during the period of “after care.”

Employees who do not agree to or act in accordance with the foregoing shall be subject to discipline up to and including discharge. This Article shall not be construed as an obligation on the part of the Sheriff to retain an employee on active status throughout the period of rehabilitation if it is determined that the employee is incapable of performing the essential functions of a peace officer or whose continuance on active status would constitute a direct threat to the property and safety of others. Such employee shall be afforded the opportunity, at his/her option, to use accumulated paid leave or take an unpaid leave of absence in order to undergo treatment.

SECTION 15.7 OFFICER-INVOLVED SHOOTINGS

When a bargaining unit member discharges his or her firearm, causing injury or death to a person or persons during the performance of his or her official duties or in the line of duty, the employee shall be required to submit to a urine and/or blood test. The drug and alcohol testing must be completed as soon as practicable after the officer-

involved shooting, but no later than the end of the involved officer's shift or tour of duty. Test results shall only be disclosed to the Command Staff of the Sheriff's Department, the Human Resources Director and County Administrator or appropriate law enforcement investigating authorities, unless pursuant to a court order or unless the officer in his or her discretion consents to further disclosure.

ARTICLE 16. EDUCATION INCENTIVES

SECTION 16.1 TUITION REIMBURSEMENT PROGRAM

When a full-time employee is enrolled in an accredited university, college or adult education program and the course and/or degree program being undertaken is related to his duties with the Employer, the employee may request Winnebago County aid in the cost of his education to a maximum of \$550.00 per fiscal year. Prior to actual enrollment, written request shall be submitted to the Sheriff for his consideration.

SECTION 16.2 PAYMENT

There shall be no reimbursement for tuition expense for courses in which employees fail to receive a grade of "C" or better. The Employer may elect to reimburse the employee for all books required for courses eligible for tuition reimbursement; however, books for which employees are reimbursed shall become the property of the Employer. The Sheriff reserves the right to claim the books as Department property should he determine the need.

SECTION 16.3 REIMBURSEMENT

If an employee leaves the employment of the Employer within two (2) years of reimbursement, the employee shall reimburse the Employer in an amount equal to the reimbursement.

ARTICLE 17. WAGES

SECTION 17.1 WAGE SCHEDULE

1. Effective October 1, 2019, all employees shall receive a 2.25% increase in their regular hourly rate of pay.
2. Effective October 1, 2020, all employees shall receive a 2.25% increase in their regular hourly rate of pay.
3. Effective October 1, 2021, all employee shall receive a 2.25% increase in their regular hourly rate of pay.

4. The employees covered by this Agreement shall be compensated in accordance with the wage schedule attached to this Agreement as Appendix B.

SECTION 17.2 LONGEVITY PAY

Employees shall continue to receive longevity pay as follows:

Length of continuous service

At least 5 years, but less than 10 years:	a total of 2% of hourly base pay
At least 10 years, but less than 15 years:	a total of 6% of hourly base pay
At least 15 years, but less than 20 years:	a total of 10% of hourly base pay
At least 20 years:	a total of 12% of hourly base pay
Maximum of 12% hourly base pay	

SECTION 17.3 PARKING ALLOWANCE

The Employer(s) shall reimburse employees whose workplace does not provide on-site or adjacent parking, up to a maximum of two hundred forty dollars (\$240.00) per fiscal year for the cost of parking. To be eligible for reimbursement under this section, the employee must submit a receipt and/or other evidence to the Employer(s) to establish the amount the employee has properly expended toward the cost of parking. Reimbursement will be made on a quarterly basis. Any unused parking allowance may not be carried over to the following fiscal year.

SECTION 17.4 SHIFT DIFFERENTIAL

Effective October 1, 2000, \$.75 cents per hour shift differential shall be paid employees who work on night shifts starting after 12:00 p.m. (with the understanding that if the night shift starting times are made earlier than 12:00 p.m., the differential still applies).

ARTICLE 18. CLOTHING AND MAINTENANCE ALLOWANCE

SECTION 18.1 CLOTHING MAINTENANCE ALLOWANCE

Effective October 1, 2014, each employee covered by this Agreement shall receive \$950 as a clothing allowance, except as provided below:

Any employee hired between April 1st and September 30th of any year of this Agreement shall receive one half ($\frac{1}{2}$) of the total clothing maintenance allowance as provided above for that year. Such employees may also have the option to receive advance payment up to one-half ($\frac{1}{2}$) of the clothing maintenance allowance for the following year.

The Employer shall disburse the annual clothing maintenance allowance prior to November 1st of each year of this Agreement. Employees hired between April 1st and September 30th shall receive their clothing maintenance allowance as soon as possible after their date of hire. The Employer(s) shall bear all the costs of any significant change in uniform or equipment requirements.

SECTION 18.2 RETURN OF CLOTHING AND EQUIPMENT

All items purchased through this program, including equipment, remain the property of the Employer and are only to be used in accordance with departmental work rules. Upon separation from employment, all items must be returned or paid for by the employee. However, retiring employees will be permitted to keep one complete summer and one complete winter uniform upon retirement.

SECTION 18.3 DAMAGED PERSONAL PROPERTY

The Employer agrees to repair or at its discretion, replace an officer's uniform, uniform equipment, eyeglasses, contact lenses, watch and other personal effects, if such are damaged or broken while the officer is engaged in activities within the scope of his/her employment. All damaged items will be repaired and/or replaced based on an average or reasonable price for the items at the time they were damaged. Officers who wear or use expensive items will be reimbursed for repair or replacement only for an amount that represents an average price for an item of similar category. Age and/or general condition of the damaged item will be considered. The officer must immediately report the incident leading to the damage of the item(s) orally to his immediate supervisor. A written report detailing the circumstances involved shall be submitted before the end of the officer's tour of duty in order for the Employer to be responsible for the repair or replacement. Absent exigent circumstances, the employee shall be reimbursed within sixty (60) days from the date on which the employee submits a written documentation of the replacement costs of the damaged item(s).

SECTION 18.4 BALLISTIC VESTS

At the time an employee is provided the initial issue of clothing and equipment, the Employer shall provide at no cost to the Employee a ballistic vest. Such vests shall also be provided to all current employees. The Employer shall replace the same as needed, but in no event later than the date recommended by the manufacturer as printed on the vest, or as provided in the documentation submitted to the Employer(s) by the manufacturer if nothing is printed on the vest.

ARTICLE 19. INSURANCE

SECTION 19.1 INSURANCE COVERAGE

The Employer shall, for the life of this Agreement, continue in effect the basic level of coverage to full-time employees and eligible part-time employees per Patient Protection and Affordable Care Act (PPACA) guidelines now provided by the Employer for hospital and major medical insurance, and dental insurance for full-time employees. Except as provided in Section 19.2 below, the Employer retains the right to change to or from a self-insurance program and/or to change coverages as long as the basic level of benefits to the employee remains substantially the same.

In order to be eligible to receive insurance benefits pursuant to the provisions of this Section 19, employees and their dependents, which includes spouses as defined under Illinois law, must apply within the first ninety (90) days of employment, during the annual open enrollment or within thirty (30) days of a qualifying event, whichever is applicable.

The age qualifier for dependent children will follow applicable State and Federal laws.

Part-time employees are eligible for health insurance coverage per PPACA guidelines, but are not eligible for dental or life insurance coverage.

The parties to this Agreement acknowledge that during its term, changes of permissible health care benefits under federal law are likely to occur. During the time this Agreement is in place, should changes in federal law make any health care benefit(s) provided in Article 19 impermissible under federal law, the parties agree, upon written notice of one party to the other, to set a meeting within thirty (30) days of the notice, in order to negotiate changes to the Agreement to address the impermissible benefits(s). Those newly negotiated changes shall be binding on the parties for the remainder of this Agreement.

SECTION 19.2 COST CONTAINMENT

The Employer reserves the right to maintain or institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially the same. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, prohibition on weekend admissions except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures.

Notwithstanding any provision of this Section, or of Section 19.1, the Employer reserves the right to institute a participating provider option (PPO) even if the result would be a reduction in the level of benefits for those employees who choose to receive inpatient or out-patient hospital care at hospitals other than participating hospitals so long as local area hospitals (Rockford Memorial, Swedish American, and St. Anthony) remain participants in the participating provider option program.

SECTION 19.3 COSTS FOR FULL-TIME EMPLOYEES

The employee shall pay for the cost of health and dental coverage according to the following schedule, the remainder shall be paid by the Employer:

Employee Annual Costs

Effective 10/1/19 the bargaining unit members shall pay fifteen percent (15%) of the cost of individual and family plan up to a maximum amount of one thousand seven hundred dollars (\$1,700) annually for single coverage and four thousand three hundred seventy-five dollars (\$4,375) annually for family coverage.

Effective 1/1/21 the bargaining unit members shall pay fifteen percent (15%) of the cost of individual and family plan up to a maximum amount of one thousand eight hundred dollars (\$1,800) annually for single coverage and four thousand four hundred fifty dollars (\$4,450) annually for family coverage.

Effective 1/1/22 the bargaining unit members shall pay fifteen percent (15%) of the cost of individual and family plan up to a maximum amount of one thousand eight hundred dollars (\$1,900) annually for single coverage and four thousand four hundred fifty dollars (\$4,500) annually for family coverage.

Employees who elect to participate in the Employee Wellness Program in 2020 and complete the three (3) requirements for participation in the Wellness Program will receive a yearly rebate totaling \$250 for single coverage and \$600 for family coverage, which will be broken down into equal reductions in the premium amount deducted from the employee's paycheck each pay period in 2020. Employees who elect to participate in the Employee Wellness Program in 2020, complete the three (3) requirements, and complete nine (9) additional wellness activities as designated by the Employer will receive an additional yearly rebate beginning on April 1, 2020, totaling \$100 if the Employee completes the requirements and \$200 if the Employee and a covered spouse complete the requirements. The same incentives for participation in the Employee Wellness Program will be offered in 2021 and 2022.

Premiums paid by the individual employee under this Section shall be deducted from the employee's paycheck.

Any employee that elects either individual or dependent health and dental insurance coverage shall enroll in the insurance premium only portion of the Section

125 Plan provided by the Employer(s); provided, however, should an employee demonstrate to the Employer(s) that his/her participation in the Section 125 Plan will have an adverse impact on his/her Social Security earnings or pension through the Illinois Municipal Retirement Fund, his/her participation in the Section 125 Plan may be waived.

Deductibles, out of pockets and co-pays for medical services other than prescription drugs shall be as follows throughout this Agreement:

FOR PPO PLANS:

Effective 10/1/19 through 12/31/20

For Single coverage:	\$700
For Dependent coverage:	\$700 per person with a Maximum of \$1400 per family
Maximum Out-of-Pocket:	\$1250 Single Coverage \$3350 Family Coverage

This option shall merge with the POS (co-payment plan) effective January 1, 2021.

POS (CO-PAYMENT) PLANS:

Effective 10/1/19 through 12/31/20

For Single coverage:	\$250
For Dependent coverage:	\$250 per person with a Maximum of \$500 per family
Co-Payments:	
Primary Care Visit	\$20
Specialist Care Visit	\$25
Maximum Out-of-Pocket:	\$1650 Single Coverage \$3300 Family Coverage

Effective 1/1/21

For Single coverage:	\$500
For Dependent coverage:	\$500 per person with a Maximum of \$1000 per family
Co-Payments	
Primary Care Visit	\$20
Specialist Care Visit	\$25
Maximum Out-of Pocket:	\$1000 Single Coverage \$3000 Family Coverage

Effective 1/1/22

For Single coverage:	\$750
For Dependent coverage:	\$750 per person with a Maximum of \$1500 per family
Co-Payments	
Primary Care Visit	\$20
Specialist Care Visit	\$25
Maximum Out-of Pocket:	\$1250 Single Coverage \$3350 Family Coverage

DENTAL BENEFITS

Effective 10/1/19

Deductible for single coverage:	\$50
Deductible for family coverage:	\$150
Maximum benefits per calendar year:	\$2000

PRESCRIPTION DRUGS

Effective 10/1/19

Generic drugs:	\$17 or best daily price
Preferred brand drugs:	\$21 plus 20%

Non-preferred brand drugs:	\$23 plus 30%
Maximum Out-of-Pocket:	\$2250 Single Coverage \$4500 Family Coverage

Mail order prescriptions will be available in 90 day increments. The co-pay for the mail order prescriptions will be two (2) times the cost of the co-pay for each category of the medications as outlined above. Employees will also have the option of picking up 90 day supplies of prescription drugs at a local pharmacy selected by the Employer at a cost of three (3) times the cost of the co-pay for each category of the medications as outlined above. The maximum out-of-pocket per calendar year are over and above the co-pays for prescription drugs per employee or dependent.

SECTION 19.4 POINT OF SERVICE (CO-PAYMENT) PLAN

Effective 1/1/18, the Employer(s) shall make available the option of a Point of Service (co-payment) plan to employees and their eligible dependents.

The Employer(s) shall make information concerning these plans available to each employee and establish an enrollment period at least once each year.

Employee annual costs are those set forth in section 19.3 for health and dental coverage.

SECTION 19.5 GROUP TERM LIFE INSURANCE

During the term of this Agreement, the Employer shall provide each employee with a paid Twenty Thousand Dollar (\$20,000) group term life insurance policy. The Employer(s) shall continue to provide the employees the opportunity to purchase

additional life insurance at the employee's expense.

SECTION 19.6 EMPLOYEE WELLNESS PROGRAM

The Employer will offer an Employee Wellness Program, in accordance with applicable laws and regulations.

SECTION 19.7 DISPUTES NON-GRIEVABLE

The applicability and extent of insurance coverage as to a particular claim shall be subject to and governed by the terms and conditions set forth in any applicable insurance policies or agreements or those which may be established from time to time by the Health and Dental Insurance Plan administrator. Any or all question or disputes concerning insurance claim(s) shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The foregoing shall not limit the right to grieve violations of Sections 19.1 through 19.7 or 19.9 of this Agreement.

SECTION 19.8 INSURANCE COVERAGE CHANGE MEETINGS

When the Employer is contemplating insurance coverage or program changes, notification of such contemplated changes shall be given to the Union, and the Employer and the Union shall meet to discuss, explain and clarify any suggestions reference the contemplated changes.

SECTION 19.9 SECTION 125 FLEXIBLE BENEFIT PLAN

The Employer shall make available to all employees a “cafeteria” or flexible benefits plan pursuant to Section 125 of the Internal Revenue Service Code, which shall include premium reimbursement, medical reimbursement and dependent care costs reimbursement plans.

SECTION 19.10 HIGH DEDUCTIBLE HEALTH PLAN

The Employer may, in addition to current health plans, offer a High Deductible Health Plan in accordance with applicable laws and regulations.

SECTION 19.11 RETIREMENT HEALTH SAVINGS ACCOUNT

To the extent allowed by applicable law, each employee shall contribute forty dollars (\$40.00) per pay period (which must be made from an employee’s gross wages and shall not, therefore, be based upon compensatory time, accrued leave and/or other non-wage contributions except at separation of employment at which time compensatory time or vacation time may be the subject of an employee contribution) to Vantage Care Retirement Health Savings Plan (“RHS Plan”). The Employer shall contribute an additional forty dollars (\$40.00) per pay period to each employee’s plan. Eligibility for, determination of election window and participation in the RHS Plan shall be governed by the applicable plan documents, as such may be amended from time to time. Upon completion of 26 years of service, neither the Employer nor the employee reaching those years of service will contribute to that employee’s plan.

Section 19.12 Wellness Member Plan

The Employer, may, in addition to current health plans, offer a Wellness Plan in accordance with applicable laws and regulations. Effective 1/1/15 employees may elect to participate in this/these plan(s).

ARTICLE 20. EMPLOYEE ASSISTANCE PLAN

SECTION 20.1 EMPLOYEE ASSISTANCE PROGRAM

(a) Purpose: The Employee Assistance Program (hereinafter referred to as EAP) is a program provided by the Employer to provide employees and their families' access to various counseling services.

(b) Costs: The cost of providing an EAP implemented by the Employers shall be borne exclusively by the Employers; provided, however, that the costs of any counseling recommended by the EAP beyond that provided by the EAP shall be borne by the employees.

(c) Employer Rights: The Employer shall retain the unqualified right to change the EAP provider, or otherwise change the provisions of the EAP, so long as the level of benefits available to an employee under the EAP remains substantially the same. The Employer retains the unqualified right to terminate and discontinue any EAP within thirty (30) days advance written notice to the Union.

An employee's participation in any EAP shall not be construed as a limitation on the Employer's rights to discipline the employee in accordance with the terms of the Agreement.

(d) Employee Rights: Participation in any EAP is purely voluntary. The participation of an employee or a member of his/her family shall be kept confidential between the employee and the EAP.

ARTICLE 21. IMPASSE RESOLUTION

The resolution of any subsequent bargaining impasse between the parties shall be in accordance with the Illinois Public Labor Relations Act, as amended (5 ILCS 315/14).

ARTICLE 22. WINNEBAGO COUNTY SHERIFF'S MERIT COMMISSION

The parties recognize that the Winnebago County Sheriff's Police Merit Commission has certain statutory authority over employees covered by this Agreement, including, but not limited to, the right to promote and layoff employees and to make, alter and enforce rules and regulations.

Each employee shall receive a copy of the most recently revised Merit Commission Rules and Regulations. Any subsequent revisions of the currently published Merit Commission Rules and Regulations shall be given to each employee within thirty (30) days of enactment by the Merit Commission. The Union will be provided two (2) complete copies of the Merit Commission Rules and Regulations.

ARTICLE 23. PRINTING

The Employer shall have the responsibility of having sufficient numbers of this Agreement printed in order that each bargaining unit employee shall be provided a copy of such contract. The costs of such printing shall be borne equally by the Employer and the Union.

ARTICLE 24. INDEMNIFICATION AND LEGAL REPRESENTATION

SECTION 24.1 EMPLOYER RESPONSIBILITY

The Employer agrees to pay for any damages or monies which may be adjudged, assessed or levied against an officer covered by this Agreement, and provide legal representation to represent the individual and personal interests of an officer in any civil cause of action brought against the officer, as a result of action or inaction of the officer arising out of and in the performance of the officer's proper duties for the Employer, except that this provision shall not apply where the injury results from the willful misconduct of the employee.

SECTION 24.2 COOPERATION

Officers shall be required to cooperate with the Employer during the course of any investigation and the administration or litigation of any claim arising under this Article.

SECTION 24.3 APPLICABILITY

The Employer will provide the protection set forth in Section 24.1 so long as the officer is acting within the scope of his employment and where the officer cooperates, as defined in Section 24.2, with the defense of the action(s) or claim(s).

ARTICLE 25. GENERAL PROVISIONS

SECTION 25.1 UNION ACCESS

At least one non-employee Union representative shall have reasonable access to the premises of the Employer(s) in order to help resolve a serious dispute or problem arising under this Agreement and/or to meet with employees on matters of their concern. In order to receive access, a representative must provide notice to the Sheriff or designee and make arrangements to not disrupt the work of employees on duty. Upon mutual agreement with the Sheriff or designee in an emergency situation, Union staff representatives or local Union representatives may call a meeting during work hours to present, resolve or clarify a problem. The Employer agrees to furnish the Union one (1) copy of the Departmental General Orders and all future amendments and revisions inclusive of all amendments once finalized and printed.

SECTION 25.2 RIGHT TO EXAMINE RECORDS

The Employer(s) agree to make available for review and photocopying by the Union all time sheets and other records directly pertaining to the computation of compensation of an affected employee whose pay is in dispute or any other pay records maintained on the affected employee pertaining to a specific grievance, at reasonable times with the affected employee's written consent.

SECTION 25.3 INOCULATIONS AND IMMUNIZATIONS

If, as a result of line of duty related responsibilities, an employee is exposed to communicable disease(s) that pose(s) a serious and/or long-term health hazard, the Employer(s) shall, upon request, offer tests for such at no cost to the employee. Either the employee(s) or the Employer(s), as the case may be, shall notify the other of the circumstances that may have occasioned such exposure upon learning of such. Should a health care provider recommend the employee be inoculated or immunized as a result of such exposure, the Employer(s) will pay all necessary expenses. The Employer(s) will also pay for the necessary expenses of inoculating or immunizing members of the employee's family and/or household if such is recommended by the health care provider.

SECTION 25.4 RESIDENCY

All officers are required, as a condition of their continued employment with the Employer, to have their place of domicile within the County of Winnebago or if outside of Winnebago County, within a 20 mile radius of the Winnebago County Justice Center, in

Ogle, Boone, or Stephenson Counties except as stated below:

- (1) Any officer employed by the Employer who, as of May 11, 1990, did not reside within the corporate limits of the County of Winnebago, may continue to reside outside the County;
- (2) An officer may be relieved of the residency requirement where, in the judgment of the Sheriff, special circumstances exist justifying residence outside the established radius;
- (3) New officers must establish residency within the radius within one (1) year from the date of hire;
- (4) The provisions of this Section shall not be subject to the grievance procedure.

SECTION 25.6 UNION BUSINESS LEAVE

Bargaining unit employees elected to positions of responsibility within the Union (i.e. as a delegate to the annual convention) shall be released from duty with pay for a total of nine (9) days for purposes of attending annual conventions. These nine (9) days may be used by one, two, three or more employees, but in no event shall the total number of days used by employees exceed nine (9) in the aggregate.

SECTION 25.7 LIGHT DUTY

The Employer shall not be required to create light duty assignments; however, requests for light duty shall be administered equitably among bargaining unit members.

SECTION 25.8 DESIGNATION OF LOCAL UNION REPRESENTATION

The Union shall designate in writing to the Employer the names of those members of the bargaining unit who shall serve as local union representatives. The designation of such local representatives shall not in any manner relieve the Employer from providing notice directly to the Union which may be provided for in this Agreement.

SECTION 25.9 PUBLIC EMPLOYEE DISABILITY ACT

The Employer(s) agree to follow the provisions of the Public Employee Disability Act (5 ILCS 345/1.01 *et seq.*

ARTICLE 26. SAFETY

SECTION 26.1 GENERAL STATEMENT

Recognizing that the police service is a highly dangerous profession that frequently requires employees to incur risks and dangers beyond those encountered by employees in other professions and occupations, the Employers pledge their best effort to provide reasonably safe working conditions for the officers covered by the terms of this Agreement.

SECTION 26.2 SAFETY RULES AND REGULATIONS

The officers covered by the terms of this Agreement will follow all reasonable safety rules and regulations established by the Employer, reporting to the proper supervisory personnel any condition that appears to be unsafe.

SECTION 26.3 DEFECTIVE EQUIPMENT

The Employers will not require officers covered by this Agreement to use any equipment that has been designated by the Union and the Employers to be defective, until such time as that defect has been corrected.

SECTION 26.4 DISABLED EQUIPMENT

When an assigned departmental vehicle or piece of equipment is found to have a disabling defect or is in violation of laws, officers will notify their supervisor, complete required reports and follow the supervisor's direction relating to requesting repairs, replacement or the operation of said vehicle or equipment.

SECTION 26.5 DIRECT ORDER OF SUPERVISOR

No officer shall be permitted to violate a direct order of a superior officer concerning using such equipment or property that the officer deems unsafe or disabled. In the event an officer is ordered by a superior officer to use a piece of equipment or a vehicle which the officer deems to be unsafe, he shall request the opportunity to confer with the superior officer concerning the matter. In the event the officer and the superior officer are not able to reach a satisfactory accord concerning the continued use of the equipment, the officer shall have the right to refer the safety issue to the next higher superior officer in the chain of command prior to being required to comply with the order.

ARTICLE 27. BILL OF RIGHTS

SECTION 27.1 PEACE OFFICERS' DISCIPLINARY ACT.

The Employer agrees to follow the procedures set forth in the Peace Officers Disciplinary Act, 50 ILCS 725/1 *et seq.*, as amended. Officers shall also have the right to union representation during questioning which the employees reasonably believe may lead to discipline.

SECTION 27.2 COMPLAINTS AND INVESTIGATIONS

Within two (2) business days or when the employee returns to work, whichever is greater, of the Employer's receipt of a complaint (other than a complaint involving a violation of criminal law), made against them, employees shall be notified in writing of the substance of the complaint and the name of the complainant. The Employer shall conduct investigations concerning employees in a timely manner and shall notify the affected employees of the outcome of the investigation.

ARTICLE 28. RECORDS

SECTION 28.1 EMPLOYEE NOTIFICATION

A copy of any material related to employee performance which is permanently placed in any personnel file shall be given to the employee. The employee shall initial and date the document to acknowledge its receipt. Information or material not contained in an employee's personnel file, or placed in the personnel file contrary to the

provisions of this Section, shall not be used in any manner or forum adverse to the employee's interests.

SECTION 28.2 EMPLOYEE REVIEW

- (a) Employees shall have the right, upon written request, to review the contents of their personnel and/or Merit Commission file at reasonable intervals and upon termination of employment. Such review shall be within three (3) business days of receipt of the written request. Such review may be made during working hours with no loss of pay. Employees may designate, in writing, a representative of the Union to inspect the employee's personnel files.
- (b) Employees may request inspection of their personnel files at other reasonable times upon written request. Such review shall be on the employee's own time and shall occur within three (3) business days of receipt of the written request.
- (c) Copies of documents in an employee's merit commission or personnel file shall be provided to the employee at no cost. Employees may neither copy nor inspect those materials identified as exceptions under the Illinois Access to Personnel Records Act, 820 ILCS 40/10 or other applicable law.

SECTION 28.3 FALSE COMPLAINTS

The Sheriff shall seek to prosecute any individual who intentionally makes a false complaint against an employee as long as such prosecution can be undertaken without impairing an ongoing criminal investigation.

SECTION 28.4 REMOVAL OF DISCIPLINE

Upon the request of an employee to the Sheriff, if twelve (12) months have passed, in the case of a written notice of an oral reprimand, or eighteen (18) months in the case of a written reprimand, from the date of the last imposition of discipline for such conduct, the written notice of the oral reprimand or the written reprimand shall be removed from any personnel file maintained for that employee.

ARTICLE 29. SECONDARY EMPLOYMENT

SECTION 29.1 NOTIFICATION OF SECONDARY EMPLOYMENT

All employees holding secondary employment or self employment shall notify the Sheriff of the place of employment, address, telephone number, supervisor's name, and days and hours of employment so that the employee may be reached in an emergency.

SECTION 29.2 SECONDARY EMPLOYMENT RESTRICTIONS

The parties recognize that it is in the best interests of the citizens of Winnebago County to have an alert work force. More specifically, employees may engage in secondary employment or self-employment subject to the following conditions:

- (a) The Employer's uniform, badge, LEADS line, vehicle or equipment may not be utilized unless specifically approved by the Sheriff;
- (b) An employee may only work a maximum of 24 hours of secondary employment during any calendar week. However, the combination of

regular duty, which shall be deemed as any hours worked to include training, court, extra shifts, etc., and secondary employment hours shall not total more than the following depending on schedule worked:

- (i) employees working an 8 or 8.4 hour schedule the total number of hours shall not exceed 66 hours during any calendar week;
- (ii) employees working the 12 hour schedule, the total number of hours shall not exceed 60 hours during the calendar weeks in which the three twelve (12) hour shifts are scheduled and 72 hours during the calendar week in which the four 12 hour shifts are scheduled;
- (c) An employee may not engage in any secondary or self employment which results in a conflict of interest with his/her job duties for the Employer; and
- (d) An employee may not engage in any secondary or self-employment which is prohibited by law or negatively reflects on the Employer.
- (e) If an employee abuses sick leave, the Employer may restrict or limit the employee's right to engage in secondary employment and/or to work voluntary overtime until the employee's attendance improves. Such restrictions or limitations shall not be imposed until the resolution of any grievance the employee or the Union may file in connection with the matter.

ARTICLE 30. SAVINGS CLAUSE

Each party warrants and covenants to the other to take all steps necessary to insure the terms of this Agreement are binding on themselves. If any provision of this

agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions.

ARTICLE 31. ENTIRE AGREEMENT

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

The Employer(s) and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including the impact of the Employer(s) exercise of its rights as set forth herein on wages, hours or terms and conditions of employment. In so agreeing the parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this Agreement.

ARTICLE 32. DURATION AND TERM OF AGREEMENT

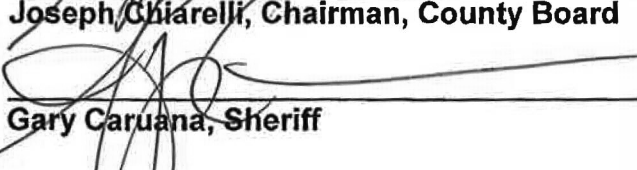
This Agreement shall be effective as of the first day of October, 2019 and shall remain in full force and effect until 11:59 p.m. on the 30th day of September, 2022. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify the Agreement. In the event such a notice is given, negotiations shall begin no later than seventy-five (75) days prior to the anniversary date.

Notwithstanding any provision of this Article or this Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new Agreement is reached.

THE COUNTY OF WINNEBAGO AND THE WINNEBAGO COUNTY SHERIFF, by
their authorized representatives



Joseph Chiarelli, Chairman, County Board



Gary Caruana, Sheriff

DATE

3/24/2021

3/31/2021

THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL,
By its authorized representatives



Chairman, FOP Lodge 50



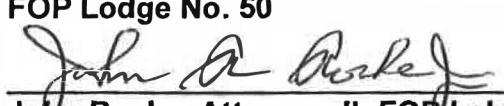
FOP Lodge No. 50



FOP Lodge No. 50

FOP Lodge No. 50

FOP Lodge No. 50



John Roche, Attorney, IL FOP Labor Council

3/23/21

3-23-21

4-1-21

3/18/21

APPENDIX A. DUES AUTHORIZATION FORM

**ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL
974 CLOCK TOWER DRIVE
SPRINGFIELD, ILLINOIS 62704**

I, _____, understand that under the U.S. Constitution I have a right not to belong to a union. By my signature I hereby waive this right and opt to join the IL FOP Labor Council.

I, _____, hereby authorize my employer, _____, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. In addition, I authorize my Employer to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of my employment, in such manner as it so directs.

Date: _____ Signed: _____
Address: _____
City: _____
State: _____ Zip: _____
Telephone: _____
Personal E-mail: _____

Employment Start Date: _____

Title: _____

Employer, please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council
Attn: Accounting
974 Clock Tower Drive
Springfield, Illinois 62704

(217) 698-9433

Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deduction. Please check with your tax preparer regarding deductibility.

APPENDIX B. WAGE SCHEDULES

EFFECTIVE OCTOBER 1, 2019

MERITED DEPUTY

	<u>ENTRY</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
Hourly	\$26.8666	\$27.5015	\$28.8806	\$30.3206	\$31.8362	\$33.8762	\$35.0974
Annually	\$58,838	\$60,228	\$63,249	\$66,402	\$69,721	\$74,189	\$76,863

SENIOR DEPUTY

At 10 Years
Hourly \$36.8529
Annual \$80,708

At 15 Years
Hourly \$38.1995
Annual \$83,657

At 20 Years
Hourly \$38.4637
Annual \$84,236

DETECTIVE

	<u>A</u>	<u>B</u>	<u>C</u>
Hourly	\$38.0606	\$39.9637	\$41.9606
Annual	\$83,353	\$87,520	\$91,894

Annualized figures are provided for illustration purposes only based on 2,190 hours worked per year. Employees are not guaranteed an annual salary.

NOTE: LONGEVITY IS NOT INCLUDED IN THE ABOVE HOURLY RATES.

EFFECTIVE OCTOBER 1, 2020

**MERITED
DEPUTY**

	<u>ENTRY</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
Hourly	\$27.4711	\$28.1203	\$29.5304	\$31.0028	\$32.5525	\$34.6385	\$35.8871
Annually	\$60,162	\$61,583	\$64,672	\$67,896	\$71,290	\$75,858	\$78,593

SENIOR DEPUTY

At 10 Years

Hourly	\$37.6821
Annual	\$82,524

At 15 Years

Hourly	\$39.0590
Annual	\$85,539

At 20 Years

Hourly	\$39.3292
Annual	\$86,131

DETECTIVE

	<u>A</u>	<u>B</u>	<u>C</u>
Hourly	\$38.9170	\$40.8628	\$42.9048
Annual	\$85,228	\$89,490	\$93,961

Annualized figures are provided for illustration purposes only based on 2,190 hours worked per year. Employees are not guaranteed an annual salary.

NOTE: LONGEVITY IS NOT INCLUDED IN THE ABOVE HOURLY RATES.

EFFECTIVE OCTOBER 1, 2021

MERITED

<u>DEPUTY</u>	<u>ENTRY</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>
Hourly	\$28.0892	\$28.7530	\$30.1948	\$31.7003	\$33.2850	\$35.4178	\$36.6946
Annually	\$61,515	\$62,969	\$66,127	\$69,424	\$72,894	\$77,565	\$80,361

SENIOR DEPUTY

At 10 Years	
Hourly	\$38.5300
Annual	\$84,380

At 15 Years	
Hourly	\$39.9378
Annual	\$87,464

At 20 Years	
Hourly	\$40.2141
Annual	\$88,069

DETECTIVE

	<u>A</u>	<u>B</u>	<u>C</u>
Hourly	\$39.7926	\$41.7823	\$43.8701
Annual	\$87,146	\$91,503	\$96,076

Annualized figures are provided for illustration purposes only based on 2,190 hours worked per year. Employees are not guaranteed an annual salary.

NOTE: LONGEVITY IS NOT INCLUDED IN THE ABOVE HOURLY RATES.

Replacement to APPENDIX C. TAC TEAM

New Proposal Language/Agreement

The Sheriff and Union agree to continue the operations of the TAC team to reduce crime and deal with current crime issues and allow a “non-traditional” flexible shift.

The TAC team made up of merited deputies will work crime issues, hot spots, warrant investigations, selective traffic enforcement, and other assigned duties. Their work hours will be flexible, but will generally be 1200-2400 hrs., with rotating days (1 week work Wed/Thur/Fri (off Sat/Sun/Mon/Tues) / 1 week work Wed/Thur/Fri/Sat (off Sun/Mon), but may be changed subject to the units needs to address issues within their assigned function.

Assignment to the TAC team will be on a voluntary basis, with department management approval.

In the event a deputy is to be removed from the TAC team due to performance or disciplinary issues, due to the elimination of the TAC team, or at the request of the deputy, the deputy/deputies being removed will be placed on a Patrol Platoon working the current patrol schedule. Every effort will be made to accommodate the removed deputy/deputies request for Platoon placement based upon current shift staffing levels.

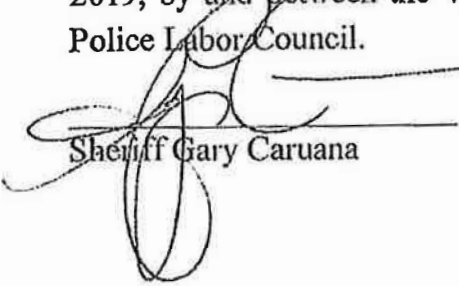
Personnel assigned to the TAC team will receive night differential for all hours worked. This TAC team will not be used to eliminate normal overtime (i.e. court time, late calls, etc.).

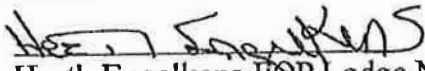
The TAC team will not be used to supplant deputies for reimbursed positions generated outside the Department (i.e.-Harlem sporting events, County overweight patrols, etc.).

The parties agree to meet and discuss review this sidebar agreement at the request of either party, if either party objects to, what it believes is an unreasonable change in the Tac Teams hours. If the disagreement cannot be resolved regarding the flexible shift schedule, it is agreed that the TAC team will work 1200-2400 hrs.

with rotating days (1 week work Wed/Thur/Fri (off Sat/Sun/Mon/Tues) / 1 week work Wed/Thur/Fri/Sat (off Sun/Mon), as described in paragraph 2 of this agreement. ^{TUESDAY} ~~HE~~

This agreement made and entered into this 17 day of JUNE, 2019, by and between the Winnebago County Sheriff and the Fraternal Order of Police Labor Council.


Sheriff Gary Caruana


Heath Engelkens-FOP Lodge No.50