



**COLLECTIVE BARGAINING AGREEMENT**

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Between

**THE COUNTY OF WILL  
EXECUTIVE BRANCH**

**THE WILL COUNTY SHERIFF**

And

**AFSCME COUNCI 31, LOCAL 1028, AFL-CIO**

**DEPUTY CORRECTIONAL OFFICER**

**December 1, 2016 – November 30, 2021**

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## **PREAMBLE**

This Agreement is individually entered into by the County of Will signatories hereto, hereinafter individually referred to as "the Employer", with and between the American Federation of State, County and Municipal Employees (AFSCME) Council 31, for and on behalf of its Local 1028, hereinafter referred to as "the Union", as agent/representative for the Bargaining Unit, hereinafter referred to as "the Employee(s)".

The purpose of the Agreement is to promote harmonious relations among the Employer, the Union, and the Employees; to establish an equitable and peaceful procedure for resolving grievances of the Employees; and to set forth certain terms of employment for Employees. The Union recognizes, however, that this Agreement shall in no way restrict the right of any governmental bodies or elected public officials to perform their duties and obligations, as required by law.

## **ARTICLE I RECOGNITION**

### **Section 1.1 - Recognition/Executive Branch**

The Employer recognizes the Union as the sole bargaining agent for Employees who are employed in the classification of Deputy Correctional Officer indicated on Annex B, which is attached hereto and made a part hereof, in matters concerning wages, hours, working conditions, fringe benefits, and other employment problems.

### **Section 1.2 - Contract Separation**

The parties have agreed to provide a Collective Bargaining Agreement in a separate document for the Classification of Deputy Correctional Officers. The Deputy Correctional Officers remain as part of the Executive Branch historical bargaining unit as outlined in the Memorandum of Understanding dated April 2009.

### **Section 1.3 - Interest Arbitration**

The parties have agreed to use the provisions of Section 14 of the Illinois Public Labor Relations Act (commonly referred to as interest arbitration) in the event of impasse in negotiations for a successor bargaining agreement.

### **Section 1.4 - New Classifications**

When the Employer establishes a new classification, and that classification is a successor title to a classification covered by this Agreement with no substantial changes in duties, or the new classification contains a significant part of the work now done by any of the classifications in the Bargaining Unit, the new classification shall become a part of this Agreement.

### **Section 1.5 - Integrity of the Bargaining Unit**

The Employer recognizes the integrity of the Bargaining Unit, and shall not take any action directed at eroding it. Subject to the provisions of this Agreement, the Employer shall continue to endeavor to assign Bargaining Unit work to Bargaining Unit Employees.

### **Section 1.6 - Union Exclusivity**

The Employer shall not meet, discuss, confer, subsidize or negotiate with any other Employee organization or its representatives, on matters pertaining to hours, wages, and working conditions, nor shall the Employer negotiate with Employees over their hours, wages and working conditions, except as provided herein.

## **ARTICLE II MANAGEMENT RIGHTS**

### **Section 2.1 - Rights Residing in Management**

Except as amended, changed or modified by this Agreement, the Employer retains the exclusive right to manage the operations, determine its policies, budget and operations, the manner of exercise of its statutory functions and the direction of its working forces, including, but not limited to the rights to hire, promote, demote, transfer, allocate and assign Employees; to discipline, suspend and discharge for just cause; to relieve Employees from duty, because of lack of work or other legitimate reasons; to determine the size and composition of the work force; to make and enforce reasonable rules of conduct and regulations; to determine the departments, divisions and sections and work to be performed therein; to determine the number of hours of work and shifts per workweek; to establish and change work schedules and assignments; to introduce new methods of operation; to eliminate, contract, and relocate or transfer work and maintain efficiency.

### **Section 2.2 - Statutory Obligations**

Nothing in this Agreement shall be construed to modify, eliminate or detract from the statutory responsibilities and obligations of the Employer, except that the exercise of its rights in the furtherance of such statutory obligations shall not be in conflict with the provisions of this Agreement.

### **Section 2.3 - Work Rules**

- a. Whenever the Employer determines it is necessary to formalize work rules, such rules shall be in writing.
- b. Copies of written work rules, including formal policies and procedures, shall be provided to affected Employees.

## **ARTICLE III UNION RIGHTS**

### **Section 3.1 - Union Activity During Working Hours**

- a. Employees shall, after giving appropriate notice to their supervisor, be allowed reasonable time-off, with pay, during working hours, to investigate and process grievances, to attend Union negotiations, labor/management meetings, and committee meetings, if such committees have been established by this contract, or meetings called or agreed to by the Employer, if such Employees are entitled or required to attend such meetings, by virtue of being Union representatives, stewards, witnesses, or grievants.
- b. Employees may not be excused from employment, for the purpose of Union negotiations, if such absence would substantially hinder the efficient operation of their Department.

### **Section 3.2 - Union Business Access**

- a. The Employer agrees that a Local representative or officer, or AFSCME Staff Representative shall have reasonable access to the premises of the Employer for the purpose of the administration of this Agreement, giving notice upon arrival to the appropriate Employer representative.
- b. Appointments and/or schedules for all necessary Union business meetings, involving three (3) or more people from the Bargaining Unit on County premises, shall be made in advance, with the appropriate Agency Heads or their designated representatives.
- c. Time and space are to be made available, at reasonable times, as needed, in a manner that does not interfere with providing service to the public.

### **Section 3.3 - Time-Off for Union Activities**

- a. 1) Deputy Correctional Officer  

A maximum of three (3) Local Union Representatives shall be allowed time-off, without pay, for legitimate Union business, such as State or area-wide Union committee meetings, or conventions, provided such Representatives shall give reasonable notice to their Supervisors of such absence, and shall be allowed such time-off, if it does not substantially interfere with the operating needs of the Employer.
- b. Employees may use any accumulated holidays, personal days, vacation days, or compensatory time in lieu of taking such time without pay.
- c. No more than twenty-one (21) working days shall be granted, per contract year, for all Employees of the Bargaining Unit. An Employee who utilizes accumulated time

in lieu of taking such time without pay shall not have such days counted toward the twenty-one (21) day maximum.

- d. One (1) Union officers shall be allowed time off, without pay, to attend the monthly County Board meeting, if it does not substantially interfere with the operating needs of the Employer. The Employer shall provide the Union President with a copy of the approved minutes of each County Board meeting and shall further provide to the Union President, copies of the approved minutes of all County Board committee meetings.

### **Section 3.4 - Union Bulletin Boards**

- a. The Employer shall provide bulletin boards or space in each department or geographical location.
- b. The number, size and location of each board shall be mutually agreed to by the parties in each location.
- c. The boards and/or space shall be for the sole and exclusive use of the Union.
- d. The items posted shall not be political, partisan or defamatory in nature.
- e. The Agency Head shall be provided with a copy of notices upon posting.

### **Section 3.5 - Designation of Stewards**

The Union shall provide the Employer with a written designation of Stewards for each Bargaining Unit and shall keep the written designation current. Union Stewards may represent Employees in any Agency or Bargaining Unit.

## **ARTICLE IV UNION SECURITY**

### **Section 4.1 - Union Presentation at Orientation**

- a. By mutual arrangement regarding time and place with the Employer, the Union shall be allowed to orient, educate and update each employee for up to one (1) hour for the purpose of informing employees of their rights and obligations under this collective bargaining agreement and without loss of pay for the employees involved. New hires shall be included in such orientation as soon as possible, but not later than one (1) month from their initial date of employment.
- b. The Employer shall provide the Union with the names of new Employees, within five (5) working days, after the new Employees report for duty.

### **Section 4.2 - Union Withholding**

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

Union membership dues, assessments, or fees;

Union sponsored benefit programs;

P.E.O.P.L.E. contributions (Public Employees Organized to Promote Legislative Equality)

Requests for any of the above shall be made on a form agreed to by the parties.

- b. Upon receipt of an appropriate written authorization from an employee, such deduction shall be withheld from each regular payroll paycheck and remitted to the Union at the address designated, in writing, to the Employer by the Union. The Union shall advise the Employer of any increase in dues or other approved deductions in writing at least fifteen (15) days prior to its effective date.
- c. The Union Treasurer shall certify, to the Employer, the amount of the monthly dues, required for membership in the Union.
- d. This Section is pursuant to 50 ILCS §125/0.01 et. Seq.

### **Section 4.3 - Fair Share**

- a. Employees covered by this Agreement, who are not members of the Union paying dues by voluntary payroll deduction, shall be required to pay in lieu of dues, their proportionate fair share of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment in accordance with the applicable Labor Relations Act.

The fair share payment, as certified by the Union, shall be deducted by the Employer from the earnings of the non-member employees. The aggregate deductions of the employees and a list of their names, addresses and social security numbers shall be remitted semi-monthly to the Union at the address designated in writing to the Employer by the Union. The Union shall advise the Employer of any increase in fair share fees in writing at least fifteen (15) days prior to its effective date. The amount constituting each non-member employee's share shall not exceed dues uniformly required to union members.

- b. Should any employee be unable to pay their contribution to the Union based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, such amount equal to their fair share, shall be paid to a non-religious charitable organization mutually agreed upon by the employee affected and the Union. If the Union and the employee are unable to agree on the matter, such payments shall be made to a charitable organization from an approved list of charitable organizations. The employee will on a monthly basis furnish a written receipt to the Union that such payment has been made.
- c. The Union agrees to provide notices and appeal procedures to employees in accordance with applicable law.
- d. The Union shall indemnify, defend, and hold the Employer harmless against any claim, demand, suit or liability arising from any action taken by the Employer in complying with this Article.

## **ARTICLE V**

### **HOURS OF WORK AND OVERTIME–DEPUTY CORRECTIONAL OFFICERS**

This article shall take precedence and supersede all other provisions in this Agreement relating to Deputy Correctional Officers.

#### **Section 5.1 - - Application of Article**

This Article is intended only as a basis of calculating overtime payments, and nothing in this Article or Agreement shall be construed as a guarantee of hours of work per day or per work cycle, nor shall it be construed as a minimum or maximum work schedule.

#### **Section 5.2 - Normal Work Day**

The normal workday shall be one of the following:

- a. Eight (8) consecutive hours of work including a one-half hour meal period. Employees shall remain available for work during the meal period.
- b. Twelve (12) consecutive hours of work, including a one-half (1/2) hour meal period. Employees shall remain available for work during the meal period.
- c. In the event that the Sheriff, in his sole discretion, elects to change from eight hour to twelve hour shifts or from twelve hour to eight hour shifts, he shall provide the Union with 30 days' notice prior to implementing the change.

#### **Section 5.3 - Normal Work Cycle**

The normal work cycle shall be as follows:

- a. For eight (8) hour shifts, one hundred sixty (160) hours in a twenty-eight (28) day period.
- b. For twelve (12) shifts, one hundred sixty eight (168) hours in a twenty-eight (28) day period.

#### **Section 5.4 - Overtime Pay**

For all authorized hours of work, overtime, at the rate of time and one-half the employee's regular hourly rate of pay, shall be paid as follows:

- a. For eight (8) hour shifts, all time worked in excess of one hundred sixty (160) hours in the twenty-eight (28) day period.
- b. For twelve (12) hour shifts, all time worked in excess of one hundred sixty eight (168) hours in the twenty-eight (28) day period.
- c. A Deputy Correctional Officer shall not be required to be forced-back for more than two consecutive work days. In the event that the employer

determines that operational requirements require staffing and the Deputy Correctional Officer slated to work the force-back has already worked two consecutive work days on force-backs, the next least senior Deputy Correctional Officer who is working shall be forced back. In the event of a county-wide emergency which affects staffing needs, this subsection may be temporarily suspended.

For purposes of overtime pay calculations, “time worked” shall include all authorized paid time off.

### **Section 5.5 - Overtime Priority and Assignment**

Overtime shall be given in priority of shift assignment and Deputy Correctional Officer seniority. Preference for shift overtime goes to the most senior Deputy Correctional Officers on the other two shifts, then to the most senior Deputy Correctional Officer in a specialized unit.

#### **Specialized Units:**

a. Overtime for specialized units shall be given to the most senior Deputy Correctional Officer assigned to that unit then to the most Senior Deputy Correctional Officer not in the specialized unit. If overtime for specialized units is outside their normal working hours and there are no volunteers for the overtime, the least senior Deputy Correctional Officers of the unit shall be forced to work that overtime.

b. When a Deputy Correctional Officer is temporarily assigned to a specialized unit, that Deputy Correctional Officer will take on the overtime rules of that assignment.

### **Section 5.6 - Overtime Sheet Retention**

Management shall retain overtime sign-up sheets for thirty (30) days after that scheduled day.

### **Section 5.7 - Sick Leave Accrual and Usage**

- a. For eight (8) hour shifts sick leave shall accrue at the rate of eight (8) hours per each month worked. Sick leave shall be used on an hour for hour basis. All other sick leave matters are subject to the Agreement.
- b. For twelve (12) hour shifts sick leave shall accrue at the rate of 8.4 hours per each month worked. Sick leave shall be used on an hour for hour basis. All other sick leave matters are subject to the Agreement.
- c. An employee who does not use any sick time during the full designated annual term (one year period) shall receive one additional personal day during the following annual term. The annual term shall be determined by the Department or Agency practice (anniversary, fiscal or calendar).

**Section 5.8 - Personal Leave Time**

An employee may take up to twenty-four (24) hours of personal leave each year, after one (1) years' service, subject to the approval of the Agency Head. All other personal leave matters are subject to the Agreement.

**Section 5.9 - Vacation Time**

- a. Eight (8) hour shifts: Follow the Agreement
- b. Twelve (12) hour shifts:

<u>Service Requirements</u>	<u>Vacation Period</u>
After one (1) year of employment (Anniversary date)	84 hours
After five (5) years of employment (Anniversary date)	126 hours
After ten (10) years of employment (Anniversary date)	168 hours
After fifteen (15) years of employment (Anniversary date)	210 hours

**Section 5.10 - Holidays**

- a. For eight (8) hour shifts, a holiday shall be considered to be eight (8) hours, including calculations for compensatory time off. All other holiday matters are subject to the Agreement.
- b. For twelve (12) hour shifts, a holiday shall be considered to be 8.4 hours, including calculations for compensatory time off. All other holiday matters are subject to the Agreement.

**Section 5.11 - Classification Seniority**

Classification seniority is defined as the length of continuous service as a Deputy Correctional Officer for the Employer since the most recent date of hire as a Deputy Correctional Officer and first paid day of physically working as a Deputy Correctional Officer. This shall be used whenever seniority is used to determine selections for vacation, shift and overtime assignments.

In the event of a tie, the Deputy Correctional Officer with the lower County Employee ID Number shall be more senior.

**Section 5.12 - Work Week**

The normal work week will consist of five (5) consecutive eight (8) hour work days [applies only to 8-hour shifts].

## **ARTICLE VI DAILY WORK BREAKS**

### **Section 6.1 - Rest Periods**

- a. Employees working an eight (8) hour shift shall receive two (2) fifteen (15) minute rest breaks during their shift. Employees working a twelve (12) hour shift shall receive three (3) fifteen minute rest breaks during their shift.
- b. Employees who, for any reason, work beyond their regular quitting time, i.e., beyond their regular eight (8) hour shift or workday, shall:
  1. Receive one fifteen minute break during the first two (2) hours of a holdover shift; and

Be granted the regular rest periods, that occur, during this shift.

- c. Employees, who are unable to take their first rest period, shall be able to combine such time, with their meal period or second rest period, that same day, with the consent of their immediate supervisor.

### **Section 6.2 - Meal Period**

- a. All Employees shall be granted a meal period, during each shift or workday.
- b. Whenever possible, the meal period shall be scheduled at the middle of each shift or workday, in accordance with present standards and procedures, but in no event shall the meal period be less than thirty (30) minutes.

### **Section 6.3 - Rest Periods for Equal Split Shifts**

When two (2) Deputy Correctional Officers equally split an eight (8) hour shift (i.e., four (4) hours each), each Deputy Correctional Officer will receive a thirty (30) minute break. This will take the place of the fifteen (15) minute break the first Deputy Correctional Officer receives for working more than eight (8) hours.

### **Section 6.4 - Rest Periods for Unequal Split Shifts**

When two (2) Deputy Correctional Officers split an eight (8) hour shift and the Deputy Correctional Officer that starts or ends the shift works less than four (4) hours, that Deputy Correctional Officer shall receive a fifteen (15) minute break and the Deputy Correctional Officer that precedes or relieves him/her shall receive a thirty (30) minute break. In conjunction with Section 6.1, the Deputy Correctional Officer must work at least two (2) hours in order to receive a fifteen (15) minute break.

## **ARTICLE VII SENIORITY**

### **Section 7.1 - Seniority Defined**

- a. Seniority is defined as the length of continuous service of an Employee for the Employer, within a given County Agency, since the Employee's most recent date of hire. Where otherwise specified herein, seniority as a Deputy Correctional Officer from the Employee's most recent date of hire as a Deputy Correctional Officer shall be applicable.
- b. Deputy Correctional Officers shall serve a probationary period of one (1) year. Deputy Correctional Officers hired after the effective date of this Agreement, shall serve a probationary period of eighteen (18) months unless the Employer and the Union agree to extend the probationary period. For all others, the probationary period shall remain twelve (12) months unless the Employer and the Union agree to extend the probationary period.
- c. Each Agency shall provide the Union with a semi-annual Seniority List, as of November 30th, but no later than the following January 1st, and as of May 31st, but not later than the following July 1st.

### **Section 7.2 - Breaks in Continuous Service**

- a. An Employee's continuous service record shall be broken by voluntary resignation, discharge or retirement.
- b. If an Employee returns to work for the Employer, within one (1) year and has not withdrawn from the Illinois Municipal Retirement Fund (IMRF), the break in continuous service shall be disregarded, except that no seniority shall have accumulated during the break in service.
- c. There shall be no deduction from continuous service, for any time lost, which does not constitute a break in continuous service.

### **Section 7.3 - Seniority Application**

- a. In all applications of seniority, the "ability of the Employee" shall include the qualifications of an Employee to perform the required work.
- b. Where ability and qualifications to perform the required work are, among the Employees concerned, relatively equal, seniority, as defined in Section 7.1 above, shall govern.

### **Section 7.4 - Layoff**

- a. In the event it becomes necessary to lay-off Employees, for any reason, they shall be laid-off in the inverse order of their seniority, as a Deputy Correctional Officer.

- b. No full-time Employee shall be laid-off, until any part-time, temporary, provisional or emergency Employees who perform the same work have first been laid-off.

### **Section 7.5 - Bumping**

When Employees are laid-off, due to a reduction in force (RIF), they shall be permitted to exercise their seniority rights, to replace Employees with less seniority, provided that senior Employees have the ability and qualifications to fill the position in question.

### **Section 7.6 - Recall**

- a. Deputy Correctional Officers shall be recalled from layoff, according to their seniority as a Deputy Correctional Officer.
- b. Deputy Correctional Officers shall remain on layoff recall status for four (4) years.
- c. Notice of recall shall be given to the Deputy Correctional Officer, in writing, by certified mail, at the last known address of the Deputy Correctional Officer on file with the Agency. It shall be the responsibility of the Employee to maintain a current address with the Agency.
- d. Upon recall, a laid-off Deputy Correctional Officer shall have ten (10) working days from the date of receipt of the certified letter to accept recall. An unclaimed letter shall be considered as a refusal to return to work. If the Deputy Correctional Officer fails to return to work after notification, the Deputy Correctional Officer shall lose all recall rights.
- e. No new bargaining unit Deputy Correctional Officers shall be hired until all Deputy Correctional Officers, who have been on layoff status not more than four (4) years and who desire to return to work have been given a recall notice as provided herein.

### **Section 7.7 - Consolidation or Elimination of Jobs**

- a. The Employer shall notify the Union forty-five (45) days, prior to a layoff or the consolidation or elimination of jobs, as defined, in this Section.
- b. Upon notification, the Employer and the Union shall meet and negotiate the impact on Employees affected.
- c. The ultimate decision, as to which positions and/or Employee classes are to be affected by any layoff and when, is vested in the Employer.
- d. Employees, displaced by the elimination of jobs through layoff, job consolidation (combining the duties of two or more jobs), the installation of new equipment or machinery, the curtailment or replacement of existing facilities, the development of new facilities, or for any other reason, shall be permitted to exercise their seniority rights, to transfer to any job in that agency, provided the Employee has the ability to perform the job.

**Section 7.8 - Definition of an Agency**

The term "Agency," as used in this Agreement, shall be as listed in Annex A or any successor thereto.

**ARTICLE VIII  
ASSIGNMENT OF SHIFT AND DAYS OFF**

**Section 8.1 - General**

Employees shall have permanent shift and job assignments, based on seniority.

**Section 8.2 - Shift Bid Cap on Transport Assignment**

*This provision shall take effect during the annual shift bid following adoption by the Board of the successor labor agreement.*

Assignments to Old Jail and Visitation shall become part of annual shift bids. No Deputy Correctional Officer shall hold an assignment in Transports for more than four (4) consecutive years. An employee who leaves Transports as a result of the term limitation of this section shall remain in a non-specialized unit for at least one (1) year. An employee who leaves Transports for any other reason shall be reassigned, by the Employer, to a non-specialized unit and be allowed to participate in the next annual shift bid. Notwithstanding the above language, for the three annual shift bids following the effective date of this provision, the Employer shall not be required to rotate more than four (4) Deputy Correctional Officers during each annual shift bid from Transports to a non-specialized unit position. The Deputy Correctional Officers who have been in Transports for the longest period of time will be the first individuals to be rotated out.

## **ARTICLE IX JOB VACANCIES – EXECUTIVE BRANCH**

### **Section 9.1 - Definition of a Permanent Vacancy**

For the purposes of this Article a permanent vacancy is created when:

- a. The Employer determines to increase the work force and to fill the new position(s).
- b. Any of the following personnel transactions take place and the Employer determines to replace the previous incumbent: terminations, transfers, promotions, demotions, and related transactions.

### **Section 9.2 - Posting**

- a. Permanent vacancies shall be posted for bid, on a bulletin board in each work site of the posting Agency, for a period of ten (10) calendar days. On the day of posting a vacancy for bid, the posting Agency shall provide the Union President or his/her designee with a copy of the posting.
- b. Deputy Correctional Officers interested in the vacancy must submit written notice to the Employer's designated agent within the ten (10) calendar day period.
- c. The bid notice shall state the position classification, the shift, the work location and assignment and the rate of pay for such job; however, the shift, work location or job assignment may be subject to change, as a result of the exercise of shift or job assignment preference, and the exercise of a shift or job assignment preference shall not necessitate reposting.
- d. Permanent vacancies shall be filled by the application of the provisions of this Article and Article VII, in the following order of priority among the Deputy Correctional Officers:
  1. Job assignment and shift preference

Recall on layoff

### **Section 9.3 - Job Assignment**

- a. When a job assignment vacancy is posted and more than one (1) Employee, within the position classification, requests such assignment, the basis of Employee selection shall be in accordance with Section 7.3.
- b. When a new job assignment is created and more than one (1) Employee, within the position classification, requests such assignment, the most senior Employee shall be given first consideration therefore.

- c. When permanent changes in job assignments are made by the Employer, in any Agency, the Employees, within the position classification affected by the change, may exercise their seniority, as defined in Article VII, to remain at their current assignments.
- d. When a job assignment vacancy is filled by job assignment preference, any vacancy created, as a result of such selection, shall thereafter be filled from the original bid list, without further posting; however, Employees, exercising their rights under this subsection, may do so only once every ninety (90) days.
- e. If the posted vacancy does not result in any Employee changing job classification and is just a job assignment posting, the following shall apply:
  - 1. Once the posted job assignment vacancy is filled, from those Employees in the same job classification who requested such, there shall be no further posting to fill the vacated assignment, unless the filling of such would therefore result in an Employee changing job classifications;

Notwithstanding the seniority provisions, the vacated assignment shall be filled by the Employer, from available Employees in the same job classification, except that a request for such assignment, by the most senior Employee in the same classification making such request, shall be honored by the Employer.

#### **Section 9.4 - Shift Preference**

- a. Absent any emergency operating needs, as defined by the Employer, or unless waived by mutual written agreement between the Employer and the Employee, any permanent change, in an Employee's normal shift assignment, shall be preceded by a seven (7) day advance written notice.
- b. For Employees who are assigned to shift operations, the Employer shall conduct an annual shift selection. Said shift selection shall be by employee seniority as defined and applied in Article VII.
- c. In the event the Employer makes a permanent change in shifts, the affected employees shall be permitted to exercise seniority as defined and applied in Article VII within the changed shifts.
- d. All Employees assigned to the Emergency Response Team (ERT) shall exercise their seniority at annual shift picks for ERT assignments based on the date the employee was assigned to the ERT.

#### **Section 9.5 - Transfers to Different Work Locations**

- a.

**Section 9.6 - Temporary Assignment**

- a. The Employer may, within the provisions of this Article, temporarily assign an Employee to perform the duties of another position classification.
- b. To be eligible for temporary assignment pay, Employees must:
  - 1. Be directed to perform duties or the duty which distinguish the position classification and/or be held accountable for the responsibility of a different position classification; and

Perform duties and/or be held accountable for responsibilities not considered a normal part of their regular position classification.

- c. Employees, temporarily assigned to a position classification, in a pay grade equal to or lower than their permanent classification, shall be paid their proper, permanent position classification rate.
- d. If Employees are temporarily assigned to a position classification, having a higher pay grade than their permanent position classification, they shall be paid such higher pay grade.
- e. Employees shall not receive temporary assignment pay for paid days off, unless:
  - 1. Such days-off fall within such period of time; and

The Employee works seventy-five percent (75%) of the time in the temporary assignment.

**Section 9.7 - Shift Assignment – New Employees**

Notwithstanding any of the provisions of this Article, the shift assignments of Employees shall be within the sole discretion of the Employer until six (6) months after the successful completion of all state mandated and local training or until the completion of one (1) year of employment as a Deputy Correctional Officer, whichever is shorter.

## **ARTICLE X HOLIDAYS**

### **Section 10.1 - Holidays Recognized and Observed**

- a. The following days shall be recognized and observed as paid holidays, for which Employees shall receive one (1) day's pay or a compensatory day off with pay:
- |                                 |                                |
|---------------------------------|--------------------------------|
| New Year's Day                  | Labor Day (Observed Monday)    |
| Martin Luther King, Jr. Holiday | Columbus Day (Observed Monday) |
| Lincoln's Birthday              | Veteran's Day                  |
| President's Day                 | Thanksgiving Day               |
| Good Friday                     | Thanksgiving Friday            |
| Memorial Day (Observed Monday)  | Christmas Day                  |
| Independence Day                |                                |
- b. Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday.
- c. Whenever any of the holidays, listed above, shall fall on a Saturday, the preceding Friday shall be observed, as the holiday.
- d. In any operation within an Agency, for which there is scheduled work on a seven (7) day a week basis, holidays shall be observed as provided above, except that the Independence Day, Veteran's Day, Christmas Day, and New Year's Day holidays shall be observed on July 4, November 11, December 25, and January 1, respectively.

### **Section 10.2 - Compensatory Day**

- a. When a holiday falls on an Employee's scheduled day off, or an Employee works on a holiday, equivalent time off shall be granted, within a time mutually agreed to, at a time convenient to the Employee and consistent with the Employer's operational needs.
- b. An employee who is regularly scheduled to work, and who works, Thanksgiving Day, Christmas Day, and/or New Year's Day, shall receive one-half day compensatory time in addition to the equivalent time off granted pursuant to Subsection (a). An employee who is regularly scheduled to work, and who works the Fourth of July shall receive one-half day pay or compensatory time, at employer's discretion, in addition to the equivalent time off granted pursuant to Subsection (a).

### **Section 10.3 - Eligibility Requirements**

Only Employees, who have been employed by the Employer for at least thirty (30) consecutive days, and who also have met the following conditions, shall be eligible for holiday pay:

- a. They worked their last scheduled work day prior to the holiday; and
- b. They worked their first scheduled day after the holiday, provided that proven sick leave usage on either such day shall not disqualify them from holiday pay.
- c. New employees shall not be paid for any holiday which falls within the first thirty (30) days of their employment until they have completed six (6) months of employment with the Employer, at which time the employee shall be compensated for any holiday which fell within the first thirty (30) days of employment at the pay rate in effect when the holiday occurred.

#### **Section 10.4 - Work on Observed Holiday – Special Provisions**

Whenever an Employee works on their scheduled day off, which also coincides with their observed holiday as provided in Section 10.1, or whenever an Employee works time in addition to their regular shift on their observed holiday, as provided in Section 10.1, they shall be compensated as follows:

In addition to their regular hourly wages or normal time off due an Employee as holiday pay, Employees shall be paid at the rate of two (2) times their regular base rate of pay for hours actually worked, provided the holiday worked is in excess of a forty (40) hour week.

## **ARTICLE XI VACATIONS**

### **Section 11.1 - Eligibility and Allowance**

Employees shall be granted an annual, paid vacation for the period specified below, based upon the following service requirements:

<b><u>Service Requirements</u></b>	<b><u>Vacation Period</u></b>
After one (1) year of employment (Anniversary date)	Two (2) weeks
After five (5) years of employment (Anniversary date)	Three (3) weeks
After ten (10) years of employment (Anniversary date)	Four (4) weeks
After fifteen (15) years of employment (Anniversary date)	Five (5) weeks

### **Section 11.2 - Vacation Pay**

- a. The rate of vacation pay shall be the Employee's regular base rate straight time pay, including shift differential.
- b. Employees shall receive their vacation pay, on the regularly scheduled pay periods.

### **Section 11.3 - Choice of Vacation Period**

- a. Time-off and vacation periods shall be selected by Employees according to their seniority.
- b. The Employer shall have the right to schedule vacations, throughout the fiscal year, to maintain efficiency within Agencies.
- c. The Employer shall follow the seniority basis, as far as practical.
- d. Vacation periods shall be taken each year and cannot be accumulated, except as mutually agreed to, in writing, by the Employer and Employee, to allow for emergency scheduling or to maintain efficiency in the Agency.
- e. After the schedule is posted, changes can only be made with approval of the Agency Head.

**Section 11.4 - Holidays During Vacation**

- a. If a holiday occurs, during the calendar week, in which a vacation is taken by Employees, those Employees shall be allowed an additional vacation day, for every holiday which occurs during their scheduled vacation period.
- b. The Employee may schedule said vacation days, in accordance with the Employer's scheduling rights, as described in Section 11.3 above.

**Section 11.5 - Work During Vacation Period**

- a. Any Employees, who are requested to and do work during their vacation period, shall be paid for regular hours at one and one-half (1½) their regular rate.
- b. In addition, the Employee's vacation may be rescheduled, to any future period the Employee may request, in accordance with the Employer's scheduling rights, as described in Section 11.3 above.
- c. By mutual agreement of the Employee and the Employer, an Employee shall be compensated for all or any portion of their accumulated vacation time rather than taking the time off. Employees shall receive their compensation on the pay period following the agreement unless the parties agree otherwise. If this option is selected, subsections (a) and (b) do not apply.

**Section 11.6 - Vacation Rights in Case of Retirement**

In order to use vacation, prior to retirement, the Employee must notify the Employer, at least three (3) months in advance of retirement, so that all vacation time may be taken, prior to retirement.

**Section 11.7 - Single Vacation Days**

Employees who are eligible for more than one (1) week of vacation shall be allowed to divide their vacations into increments of one (1) week or more. Employees shall be permitted to take one (1) week of their vacation on a daily basis subject to the following: 1) daily vacation must be utilized prior to the last scheduled week of the Employee's Vacation; and 2) the Employer must approve of such use.

## **ARTICLE XII SICK LEAVE**

### **Section 12.1 - Non-Work Related Sick Leave**

- a. An Employee, contracting or incurring any non-service connected illness or injury, which renders such Employee unable to perform the duties of his employment, shall receive Sick Leave, with pay, for a period not to exceed the number of such Employee's accrued sick days; and further, an Employee shall be allowed to use accrued Sick Leave, for the purpose of caring for an ill or injured member of the immediate family. The immediate family of the Employee or spouse shall include spouse, mother, father, child, sister, brother, grandparents, grandchildren, step-parents, step-children, legal guardian, or other persons currently resident in the immediate household.
- b. If an Employee, who claims sick leave pay, has been absent for three (3) consecutive working days, he shall furnish, at the Employer's request, proof of his illness or injury, to the Employer.
- c. Recurring absences of more than one (1) absence of less than three (3) consecutive working days, without a doctor's certificate, shall be cause for loss of pay for those days, or may result in discharge.
- d. Employees shall be first eligible to use Sick Leave, after they have completed six (6) months of employment, with the Employer.
- e. Employees shall be allowed one (1) day of Sick Leave, for each month of service.
- f. Employees shall start to earn Sick Leave, from their dates of hire, and they shall accumulate Sick Leave, as long as they are in the service of the Employer, to a maximum of two hundred forty (240) days.
- g. No Sick Leave or unpaid leave shall exceed six (6) months, unless it is extended in writing by agreement, but in no case, shall any such leave or unpaid leave exceed a total of one (1) year.
- h. An Employee, on Sick Leave, shall suffer no loss of seniority and shall continue to accumulate seniority.
- i. Records must be kept of accumulated Sick Leave and such records shall be made available to the Employee.
- j. Employees shall be compensated for one-half (0.5) of any accumulated Sick Leave, when they are permanently separated from employment, as a result of retirement or death:
  1. In the event of death, payment is to be made to the estate of Employee or his heirs.

Tier I - To retire, a person must have twenty (20) years of service, or have attained age fifty-five (55), with at least eight (8) years of service.

Tier II – To retire, a person must have twenty (20) years of service, or have attained age sixty-two (62) with at least ten (10) years of service.

The amount of payment, for all unused Sick Leave, is to be calculated at the Employee's rate of pay, in effect on the payday immediately preceding the date of the Employee's permanent separation.

- k. In the event of resignation:
  - 1. Employees shall be paid two (2) days, for each year of service, not to exceed their accumulated Sick Leave balances.

Any payment, to Employees, is to be calculated at their rates of pay, in effect on the payday immediately preceding the date of their resignations.

- l. An employee who does not use any sick time during the full designated annual term (one year period) shall receive one additional personal day during the following annual term. The annual term shall be determined by the Department or Agency practice (anniversary, fiscal or calendar).

### **Section 12.2 - Work-Related Disability**

- a. In all cases, when Employees are forced to be absent from work, by reason of injury or illness, arising out of the scope of their employment and covered by Workers' Compensation benefits, they shall be paid the difference between the amount of weekly Workers' Compensation benefits to which such Employees would be entitled and the Employees' full weekly salaries, as of the day they last worked, for a period not to exceed sixty (60) weeks.
- b. In the event that the length of absence from work of the Employees do not qualify them for Workers' Compensation payments, during the first three (3) days of their absences, then, in such case, they shall receive their full salaries for this three (3) day period from the County, and such time lost shall not be charged to Sick Leave time.

## **ARTICLE XIII LEAVE OF ABSENCE**

### **Section 13.1 - Eligibility Requirements**

- a. Employees shall be first eligible for leaves of absence, after they have completed six (6) months of employment with the Employer, except that in the case of bereavement and jury duty leaves the Employee shall be eligible for such leaves upon commencing employment.
- b. Notwithstanding any other provision herein to the contrary, the Employer has the exclusive right to determine whether and when any leaves of absence may be granted.

### **Section 13.2 - Application for Leave Without Pay**

- a. Any request for a leave of absence shall be submitted, in writing, by the Employee to his immediate Supervisor.
- b. The request shall state the reason the leave of absence is being requested and the approximate length of time-off that the Employee desires.
- c. Employees may take an unpaid leave of absence from their employment, if they secure written permission from the Employer.
- d. Authorization for a leave of absence must be in writing and must contain the signature of the Employer's authorized representative.
- e. Permission for unpaid leave of absence shall not be unreasonably withheld, but in no case shall a leave be granted for employment elsewhere, except for work directly related to the operation of the Union.
- f. Any request for a leave of absence shall be answered promptly:
  1. A request for a short leave of absence (defined as a leave not exceeding a month) shall be answered within seven (7) days.

A request for a leave of absence exceeding one (1) month shall be answered within ten (10) days.

- g. No unpaid leave shall exceed six (6) months, unless it is extended in writing by agreement, but in no case, shall any such extended leave exceed a total of one (1) year.
- h. An Employee on unpaid leave shall not accumulate any seniority.

### **Section 13.3 - Bereavement Leave**

- a. An Employee may take Bereavement Leave, which shall not affect his seniority, for a necessary period of absence, up to three (3) days, which may be extended to

a maximum of five (5) days by the Employer, depending on the distance to travel, caused by a death, in the immediate family of the Employee or Employee's spouse or civil union partner. In the event of the death of the spouse civil union partner or child of the Employee, an Employee may take Bereavement Leave, which shall not affect his seniority, for a up to a maximum period of absence of up to five (5) days, regardless of travel distance. Bereavement leave under this section shall run concurrently with any bereavement leave the Employee may be entitled to under the Child Bereavement Leave Act. Such leave must be taken within 30 days of the death of the immediate family member.

- b. Requests for a Bereavement Leave shall be answered by the end of the shift on which the request is submitted.
- c. Employees shall be paid their regular base rate of pay, for each working day, while they are on paid Bereavement Leave.
- d. The immediate family as used in paragraph (a) above shall include spouse or civil union partner, mother, father, child, sister, brother, grandparents, grandchildren, step-parents, step-children, legal guardian, or other persons currently resident in the immediate household.

#### **Section 13.4 - Maternity Leave**

- a. Employees shall be granted leaves of absence, to cover periods of their pregnancy.
- b. The length of such leave shall not exceed six (6) months, but may be renewed pursuant to Section 13.1 above.
- c. Seniority and continuous service shall be retained by and accumulate for the Employee, during the first six (6) months of such leave.
- d. A pregnant Employee shall inform her immediate supervisor of her condition, not later than three (3) months prior to her expected date of delivery, and shall present to her immediate supervisor a written statement, signed by her physician, stating the expected date of delivery.
- e. A pregnant Employee may continue her regular duties, so long as her physician, upon request by the Employer, states in writing that she is able to perform her normal work assignments.
- f. An Employee, who has been absent because of maternity leave, may return to employment, as soon as her physician advises the Employer, in writing, that she is then able to perform her normal work assignments.
- g. The Employer reserves the right to verify any physician's statement, requested or presented under this Section, through the use of a physician of its own choice (other than a doctor regularly employed by the County) and any such examination shall be paid for by the Employer.

- h. Sick Leave may be used, to cover periods of disability occurring during or caused by pregnancy and condition thereof and accumulation of seniority during such periods shall be in accordance with Section 12.1h.
- i. For the first two (2) months of maternity leave, the cost sharing of health insurance premiums shall continue in the same amounts as if the employee was still an active employee. In the event an employee, who is on maternity leave and who is also on concurrent unpaid FMLA, exhausts their FMLA while on maternity leave, the cost sharing of health insurance premiums shall continue in the same amounts as if the employee was still on active duty for an additional two (2) month period, not to exceed the maternity leave period. This provision shall be applicable once during the course of a pregnancy.

### **Section 13.5 - Failure to Return from Leave**

Failure to return from a leave of absence, within five (5) days after the expiration date thereof, may be cause for discharge, unless it is reasonably impossible for the Employee to so return and evidence of such impossibility is presented to the Employer within five (5) days after the expiration of the leave of absence or as soon as physically possible.

### **Section 13.6 - Personal Leave Days**

- a. An Employee may take three (3) days of personal leave each year, after one (1) years' service, subject to the approval of the Agency Head.
- b. After one (1) year of service, each Employee shall be eligible for three (3) days of Personal Leave, to be used for the Employee's personal business, annually. The annual term shall be determined by the Department or Agency practice (anniversary, fiscal or calendar).
- c. Personal Leave may be used for any purpose, except other employment.
- d. Except in cases of emergency, an Employee, planning to use a Personal Leave day, shall submit his request at least forty-eight (48) hours in advance of intended use.
- e. When requested within the guidelines of advance notice, the requested personal business day shall be granted, unless an emergency of an extreme nature would cause the cancellation of such day off.
- f. When an Employee is claiming an emergency situation, in regard to use of a personal business day, the Employer has the right to inquire as to the nature of the emergency.
- g. The Employee shall suffer no loss of pay for such leave.
- h. Personal Leave shall not accrue from year to year, except that Personal Leave, which is unused, at the end of the annual period, shall be added to Sick Leave, so long as such addition does not exceed the maximum accumulated authorized.

**Section 13.7 - Jury Duty Leave**

- a. Any Employee, called for jury duty or subpoenaed by a legislative, judicial, or administrative tribunal, shall be allowed time away from work with pay, except in matters of non-work related personal litigation.
- b. Upon receiving the sum paid for jury service or witness fees, the Employee shall submit the warrant, or its equivalent, to the Employer, unless an Employee elects to fulfill such call or subpoena with accrued time-off or personal leave, in which case, the Employee shall retain the full amount received for such service.
- c. Employees, called for reasons contained herein, shall have such days considered as days worked, for the purpose of scheduling, and shall be given commensurate days-off from work on their next scheduled work day(s), for any days which they would otherwise not have worked.

**Section 13.8 - Family and Medical Leave Act**

The Employer shall comply with the provisions of the Family and Medical Leave Act. Any paid leave used by an Employee shall not be deducted from the annual leave time provided by the Act. The annual FMLA leave period shall be a rolling year period.

An Employee who has available paid leave and is on FMLA leave shall be required to use paid leave time concurrently with FMLA leave except for one half of their accrued annual vacation allotment. This excepted vacation time may be used upon the Employee's return to active employment. This Section is not to be interpreted so as to permit an employee to carry over unused vacation at the conclusion of their applicable annual term.

## **ARTICLE XIV OVERTIME**

### **Section 14.1 - Rate of Pay**

Time and one-half of the Employee's regular hourly rate of pay, or compensatory time-off, as defined below, shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours.

### **Section 14.2 - Compensatory Time-Off**

- a. If Compensatory Time-Off is used, as the method of paying Employees for overtime worked, the overtime rate of pay shall be one and one-half hours of compensatory time-off for each hour of overtime worked.
- b. If Compensatory Time-Off is used, it shall be by mutual agreement, but the taking of the time shall be at the discretion of the Employer.
- c. Corrections Officers shall be allowed to accumulate Compensatory Time to a maximum of four hundred eighty (480) hours.

### **Section 14.3 - Work at Employer's Option**

- a. The Employer reserves the right to require any or all Employees to perform overtime work, if they are reasonably available to perform such work.
- b. Overtime hours shall be distributed, as equally as possible, to Employees working within the same classification, job title, or description of duties.
- c. All work, performed in excess of eight (8) hours in any work day, shall be considered overtime, provided the Employee works or is compensated, per this Agreement, at least forty (40) hours a week.
- d. All work, performed in excess of forty (40) hours in any work week, shall be considered overtime, provided the Employee works or is compensated for forty (40) hours of work per week, per this Agreement.
- e. All work, performed before or after any scheduled work shift, shall be considered overtime, provided the Employee works or is compensated, per this Agreement, for eight (8) hours of work a day and forty (40) hours of work per week.
- f. All work, performed on Saturday and Sunday, shall be considered overtime, except as noted below:
  1. The overtime rate, specified above, for Saturday work and for Sunday work, shall not be paid to Employees, for whom these days fall regularly within the first five (5) days of their workweek. These Employees shall be paid time and one-half for all work performed on the sixth day of their regular

work week and time and one-half for all work performed on the seventh day in their regular work week.

2. Employees, whose regular work schedule is more than eight (8) hours in a work day and more or less than a five (5) day work week, in accordance with Section 5.6, shall receive time and one-half for all work performed on their regularly scheduled days-off, and for all work performed in excess of eighty (80) hours in a two (2) week period.
- g. When a Deputy Correctional Officer is forced to work an additional shift or any portion thereof, the forcing shall be based on seniority starting with the Deputy Correctional Officer possessing the least seniority and working up to the Deputy Correctional Officer with the most seniority. A Deputy Correctional Officer must be forced for four (4) hours for it to be considered a force.

#### **Section 14.4 - Shift Switches**

When two (2) Deputy Correctional Officers switch shifts, neither Deputy Correctional Officer can be forced unless in a case of extreme emergency.

## ARTICLE XV WAGES AND BENEFITS

### **Section 15.1 - Employee Defined**

#### I. Executive Branch

- a. For the purpose of any non-wage, economic benefit, including the Group Insurance Program, payable per this Agreement, including seniority accrual, an Employee shall be defined as a person, whose regular duty week is at least forty (40) hours, including all daily work breaks, i.e., meal and rest periods.
- b. Persons, whose regular duty week is less than forty (40) hours, shall:
  1. Receive full benefits of the Group Insurance Program and contribute to the plan as follows:
    - (a) The appropriate employee contribution (single or family) as a percent of pay, plus
    - (b) A sum equal to [(40-scheduled hours)/40] x applicable county premium.

Be entitled to the aforesaid benefits, except for the Group Insurance Program, on a proportional, prorated basis, i.e.:

$$\frac{40 \text{ hours}}{100\%} = \frac{\text{Lesser Hours}}{x\%}$$

Have their related costs and benefits calculated semi-annually.

- c. Excluded, from any and all non-wage, economic benefits of this Agreement, are those seasonal or temporary Employees, provisionally hired for a specified period, part-year, whether full-time or part-time, i.e., summer work, special projects or work-load relief, etc.

### **Section 15.2 - Wage Schedule**

Employees shall be compensated, in accordance with Annex C which is attached hereto and made a part hereof, and in accordance with the budget adopted by the Will County Board, authorizing the payment of such compensation. No new employee shall start at a pay grade and step which is higher than a current employee with the same job duties in the Agency.

### **Section 15.3 - Longevity**

Employees on the County payroll as of January 31, 1998 shall continue to participate in the Schedule A longevity plan unless they become eligible for the Schedule B Plan, in which case

they shall participate in the Schedule B Plan. No employee may participate in both plans. Employees hired on or after February 1, 1998 are not eligible for the Schedule A Plan.

1. Schedule A Plan

- a. Longevity shall be computed from the date Employees began their initial, regular employment by the Employer, but shall be computed only on the time that the Employee was in actual service for the Employer, providing not more than five (5) years have elapsed, since the last regular employment with the Employer.
- b. Anyone returning after a lapse of employment, for a period of five (5) years, shall be treated as a new Employee.
- c. Employees shall be compensated, on the wage schedule, at the rate of \$2.00 per month, for each year of actual service worked after three (3) years of actual service, to a maximum of twenty (20) years of actual service.
- d. Changes and rate of longevity pay shall be made on December 1st and June 1st of each year.

2. Schedule B Plan

Employees with at least ten (10) years of service with the County, who are in the top step of a position range on the wage schedule for one (1) year, shall, at the beginning of the second year, receive a total longevity payment of \$200.00 per month.

**Section 15.4 - Call Time**

Any employees, called-back to work, outside of their regular shift, shall be paid for a minimum of three (3) hours.

**Section 15.5 - Group Insurance**

- a. The Employer shall provide a Group Insurance Program, which shall include the following:
  1. Comprehensive medical coverage, either through a health maintenance organization (HMO), an indemnity/PPO (preferred provider organization), or for active employees only, an IRS qualified high-deductible health plan (HDHP) with a Health Savings Account (HSA) including:
    - (a) Hospitalization and physician;
    - (b) Eye/vision care;
    - (c) Prescription drugs;
    - (d) Dental coverage

For each employee participating in the HSA, the County will contribute \$1,350 to the HSA for individual coverage and \$2,700 to the HSA for family coverage. The County's contribution will be dispersed quarterly in four equal amounts (\$337.50/individual or \$675/family) in the first pay period of each calendar quarter.

Dental Service Maximum Allowable Limit: will be increased by an additional \$175 for the term of the Agreement for in and out of network. Dental implants are covered under the schedule of benefits at maximum allowable.

Short term disability income (employee only):

- (a) \$225.00 per week, not to exceed four (4) weeks; and which
- (b) Shall not be effective until an eligible Employee has exhausted all accrued Sick Leave.

Term life coverage (employee only).

- b. The coverage and conditions provided by the Employer's Group Insurance Program shall be set forth in the County Health Plan, adopted January 1, 2018.
- c. Eligibility for the Employer's Group Insurance Program extends equally to both Employees and their legal dependents, except as noted above.
- d. To participate in the Employer's Group Insurance Plan, the Employee must:
  - 1. Make application, as directed or required by the Employer; and

Pay the share of the equivalent monthly premium rates established by the Plan.

- e. Cost-sharing of the monthly premiums shall be:
  - 1. Comprehensive medical, vision and dental coverage:

**(NOTE: Members will remain at their current contribution level until July 1, 2019)**

- 1.1 Employees shall contribute to the cost of the Medical (PPO, HMO, HDHP-HSA), Vision and Dental plans by making a contribution each pay period based on a percentage of premium as follows:
  - (a). Employees will pay a percentage of premiums. The percentage of premium paid is determined by where the employee falls in the four (4) salary bands set forth in Exhibit A. The employees' premium contribution rates will be adjusted to ensure that the aggregate percentage contributions set forth below are reached.

- (i) For Plan Year 2019, the premium amounts and percentages of premium paid by employees in each of the four (4) salary bands shall be based on an aggregate employee contribution of 12% effective July 1, 2019. Additionally, should the Employer experience an increase in its insurance premium over the prior plan year, it will increase the total premiums paid by Employees on aggregate by the same percentage increase it experiences. Should the Employer experience a decrease in its insurance premium from the prior plan year, it will reduce the amount of total premiums paid by Employees by the same percentage decrease it experiences.
- (ii) For Plan Year 2020, the premium amounts and percentages off premium paid by employees in each of the four (4) salary bands shall be based on an aggregate employee contribution of 13%. Additionally, Should the Employer experience a decrease in its insurance premium from the prior plan year, it will reduce the amount of total premiums paid by Employees by the same percentage decrease it experiences.
- (iii) For Plan Year 2021, the premium amounts and percentages off premium paid by employees in each of the four (4) salary bands shall be based on an aggregate employee contribution of 15%. Additionally, Should the Employer experience a decrease in its insurance premium from the prior plan year, it will reduce the amount of total premiums paid by Employees by the same percentage decrease it experiences.

1.2 The Employee shall contribute to the cost of the HDHP-HSA Medical Plan by making a contribution each pay period based on a percentage of premium as follows:

(a) Employees will pay a percentage of premiums. The percentage of premium paid is determined by where the employee falls in the four (4) salary bands set forth in Exhibit A. The employees' premium contribution rates will be adjusted to ensure that the aggregate percentage contributions set forth below are reached.

- (i) For Plan Years 2019 through 2021, the premium amounts and percentages of premium paid by employees in each of the four (4) salary bands shall be based on an aggregate employee contribution of 9.2%. Additionally, should the Employer experience an increase in

its insurance premium over the prior year, it will increase the total premiums paid by Employees on aggregate by the same percentage increase it experiences. Should the Employer experience a decrease in its insurance premium from the prior plan year, it will reduce the amount of total premiums paid by Employees by the same percentage decrease it experiences.

### Salary Bands

2.1 The four (4) Salary Bands shall be adjusted annually as follows:

<u>1.</u>	<u>2.</u>	<u>3.</u>	<u>4.</u>
(Less than \$31,000)	(\$31,000-\$51,499)	(51,500 - \$77,000)	(Over \$77,000)

### Term life coverage.

- (a) The Employer shall pay all related premiums for the Employee.
- (b) This coverage is not available to dependents.

Premiums and Premium Rate Equivalents shall be calculated annually, pursuant to COBRA based requirements.

- f. The Employer and the Union shall establish an Insurance Committee to meet and discuss, as appropriate or required, matters related to this Section.
- g. The plan design will be as set forth in the attached Exhibit A.
- h. The Employer shall establish an IRS approved pre-tax contribution plan to be used for the employee's portion of the premium for the group insurance plan.
- i. An employee who is on approved short term disability or an approved IMRF temporary disability shall be treated as an active employee for purposes of their insurance contributions, which shall be computed as of their most recent active duty salary rate.
- j. The Employer's Wellness Program will continue as previously adopted as set forth in Exhibit B.

### **Section 15.6 - Individual Insurance**

- a. The Employer shall continue to make available:
  - 1. Permanent (Whole) Life Insurance/Annuity programs; and

Cancer and Intensive Care Insurance programs.

- b. Eligibility, benefits, and extent of coverage provided shall be as determined by the Insurer.
- c. To participate in these programs, the Employee must:
  - 1. Make application, through the Employer, as directed or required by the Insurer; and

Pay one hundred percent (100%) of all related premiums.

### **Section 15.7 - Mandated Insurance**

In accordance with law, the following insurance coverage is also provided to Employees:

- a. Paid by the Employer:
  - 1. Tort Immunity

Unemployment Compensation

Worker's Compensation

- b. Paid jointly by the Employer and the Employee:
  - 1. Illinois Municipal Retirement Fund (IMRF) disability coverage.

Social Security (FICA) disability coverage and retirement health and hospitalization coverage.

### **Section 15.8 - Payroll Deductions**

The premium amount(s) for the Employee's share of insurance coverage(s) provided shall be made in equal deductions each payday.

### **Section 15.9 - Unpaid Leave Status Employees**

- a. Employees on any unpaid leave of absence, approved by the Employer, may elect to continue their insurance coverage, including coverage of their legal dependents, by notifying the Employer and paying the total insurance premium due each month, in the manner directed by the Employer.
- b. The benefits and protections of such insurance shall be equal to those received by Employees who are in a paid status.

### **Section 15.10 - Retired Employees and Legal Dependents**

- a. The Employer shall allow all retiring Employees and their legal dependents to continue to participate in the Employer's Group Medical Insurance Program, except for Short-Term Disability Income coverage, until such time as the Retiree is eligible for Social Security MEDICARE benefits.

- b. A Retiree is a former Employee, who is collecting an annuity from the Illinois Municipal Retirement Fund (IMRF).
- c. The benefits of the insurance coverage, provided to Retirees and their legal dependents, shall be the same as that provided to Employees and their legal dependents.
- d. For Retirees, who retire from the service of Will County and who at the time of retirement have 8 years of continuous service with Will County for those who are eligible for Tier I and 10 years of continuous service with Will County for those who are eligible for Tier II, and are participants in the plan at the time of retirement, the cost-sharing of monthly premiums shall be as follows:
  - 1. The Employer shall pay all related premiums for the Retiree's coverage.

The Retiree shall pay all related premiums for Dependent coverage, which shall be equal to the Family premium, minus the Single premium.

Premium amounts shall be calculated annually, pursuant to COBRA based requirements.

#### **Section 15.11 - Surviving Legal Dependents**

- a. The surviving legal dependents of individuals, who were active or retired Employees, at the time of their death, shall be allowed to remain within the Employer's Group Medical Insurance program, at their own expense, and the related premiums shall be paid, in the manner prescribed by the Employer.
- b. In the case of surviving spouses, participation shall terminate:
  - 1. In the event of remarriage; or

At such time as eligibility for Social Security MEDICARE benefits occurs.

#### **Section 15.12 - Employee Development**

- a. General: The intent of this program is to expand the competence, knowledge, skills and abilities of Employees, in order to enhance their effectiveness and efficiency and, thereby, improve their present duty performance, as well as promote their potential and preparedness of organizational advancement.
- b. Basis of Participation:
  - 1. Must be job-related.

Requested by the Employee, to be taken off-duty.

Restricted by established appropriation limitations, budgetary constraints, and operational considerations and requirements.

Must be approved, in advance, by the Employer.

Attendance must be verified.

Receipts are required for reimbursement, to the established maximum allowed.

Allowed for individual credit or non-credit courses and seminars, as well as degree completion programs.

Must not interfere with performance of the Employee's assigned duties.

Authorized solely at the discretion of the Employer.

Employees shall be reimbursed, upon completion of each individual class, course or seminar, as certified by a grade, certificate or written notification by program sponsor.

c. Allowed Expense Reimbursement:

1. Tuition

Fees

Equipment

Books

d. Percentage Reimbursement Basis:

<u>Amount</u>	<u>Grade/Eval.</u>	=	<u>GPA/QPI</u>	<u>Pass/Fail</u>
100%	A/94-100		4	NA
75%	B/87-93		3	NA
50%	C/80-86		2	Pass
25%	D/73-79		1	NA
0%	Other		0	NA

e. Employees, who fail to maintain the standard Grade/Evaluation and Grade Point Average/Quality Point Index indicated below, shall be ineligible to request further participation in this program, until after they achieve such standard, entirely at their expense.

1. Undergraduate Programs:

(a) Grade/Evaluation: C/80-86

(b) GPA/QPI: 2

Graduate Programs:

(a) Grade/Evaluation: B/87-93

(b) GPA/QPI: 3

f. Employees, participating in degree-completion programs, shall:

1. Only be eligible for expense reimbursement for those courses, which the Employer deems to be job-related.

Incur a service obligation, to the Employer, upon receipt of the related degree, based on the extent of involvement:

- (a) Reimbursed degree credits; divided by total degree credits, equals the extent of obligation percentage.
- (b) Extent of obligation percentage, multiplied by the following, equals the service obligation incurred:
  - (1) Undergraduate degrees:
    - a. Associate's: 18 months
    - b. Associates to Bachelor's: 18 months
    - c. Four (4) Year Bachelor's: 36 months
  - (2) Graduate Master's Degrees: 24 months
  - (3) Be unable to advance to another degree-completion program, until any existing service obligation has been fulfilled.
  - (4) Be released from any incurred obligation, in the event of termination or, if laid-off, the obligation shall be suspended, pending recall.
  - (5) Be able to obtain release from their incurred service obligation, by repaying the Employer an amount, equal to the total reimbursement received, multiplied by the unfulfilled service obligation percentage.

**ARTICLE XVI  
DISCIPLINE AND DISCHARGE**

**Section 16.1 - Definition**

- a. The Employer agrees with the tenets of progressive and corrective discipline.
- b. Disciplinary action or measures shall include only the following:
  - 1. Oral reprimands;

Written reprimands:

- (a) Initial Warnings
- (b) Final Warnings

Suspension (notice to be given in writing); and

Discharge (notice to be given in writing).

- c. Disciplinary action may be imposed upon an Employee only for just cause.
- d. Disciplinary action shall be of two (2) types, either formal or informal:
  - 1. Formal disciplinary action shall:
    - (a) Be in writing, with a copy provided to the Employee and placed in his official personnel file, as a matter of record, maintained by the Employer.
    - (b) Be subject to appeal and review, via established grievance procedures, as damaging to the Employee's employment history.
    - (c) Include only written reprimands, suspensions, and notices of discharge.

Informal disciplinary action shall:

- (a) Be oral in nature, with no record of any such individual action being placed in an Employee's official personnel file maintained by the Employer.
- (b) Not be subject to appeal and review, via established grievance procedures, since the Employee shall have suffered no loss, for which he could be made whole.
- (c) Include items such as oral reprimands or warnings, and on-the-spot corrections or corrective counseling.

- e. If an accumulation of infractions, which have been the subject of informal disciplinary action, becomes the basis for formal disciplinary action, any incident, so cited by the Employer, shall be subject to grievance procedures.

### **Section 16.2 - Manner of Discipline**

- a. If the Employer has reason to discipline an Employee, it shall normally be done in a manner that shall not embarrass the Employee, before other Employees or the public, and shall be done in a timely fashion. Discipline shall be imposed as soon as possible after the Employer is aware of the event or action giving rise to the discipline, and has a reasonable period of time to investigate the matter.
- b. If an Employee is disciplined, for violation of work rules, the absence of related, written, work rules, including formal policies or procedures, shall constitute a grievable defense, against such disciplinary action.

### **Section 16.3 - Suspension Pending Discharge**

The Employer may suspend an Employee for up to thirty (30) calendar days, pending a decision as to whether or not charges for discharge shall be filed against an Employee. If the Employee is not discharged, or if the Employee receives discipline less severe than the unpaid suspension time served pending discharge, the Employee shall be reimbursed for any resulting difference, in base pay, between the loss of pay for the unpaid suspension period and the actual discipline imposed.

### **Section 16.4 - Pre-Disciplinary Meeting**

- a. Prior to notifying the Employee of the contemplated measure of discipline to be imposed, the Employer shall meet with the Employee involved and his Union representative, and inform him of the reasons for such contemplated disciplinary action, including any names of witnesses and copies of pertinent documents.
- b. The Employee and Union representative shall be given the opportunity to rebut or clarify the reasons for such discipline.
- c. Pre-disciplinary meetings shall only be required, when formal disciplinary action is contemplated.

### **Section 16.5 - Notification and Measure of Disciplinary Action**

- a. In the event disciplinary action is taken against an Employee, other than the issuance of an oral warning, the Employer shall promptly furnish the Employee and the Union, in writing, with a clear and concise statement of the reasons therefore.
- b. The measure of discipline and the statement of reasons may be modified, especially in cases involving suspension pending discharge, after the investigation of the total facts and circumstances.

- c. Once the measure of discipline is determined and imposed, the Employer shall not increase it for the particular act of misconduct that arose from the same facts and circumstances.
- d. The Employee shall be entitled to the presence of a grievance representative, at an investigatory interview, if he requests one and if he has reasonable grounds to believe that the interview may be used to support disciplinary action against him.
- e. Nothing in this Section shall prevent the Employer from relieving Employees from duty in accordance with its practice, except that the Employees shall not lose any wages, because of such release.

### **Section 16.6 - Removal of Discipline**

Any record of disciplinary action shall not be used for progressive discipline purposes, if:

- a. From the date of the last written reprimand, twelve (12) months have passed; and/or
- b. From the date of the last suspension, twenty-four (24) months have passed.
- c. The time limitations set forth in paragraphs (a) and (b) of this Section 16.6 shall not apply to disciplinary action related to or involving an office or workplace violence, sexual or other unlawful harassment, and/or any violation(s) of the County's Drug and Alcohol Policy based on an employee's use of prohibited drugs as set forth in Section 20.18.2.e of this Agreement.

### **Section 16.7 - Polygraph**

Employees shall not be required to take a polygraph examination, as a condition of retaining employment with the Employer, nor shall they be subject to disciplinary action, for refusal to take such.

## ARTICLE XVII SETTLEMENT OF GRIEVANCES

### **Section 17.1 - Grievance Definition**

- a. A grievance shall be considered a dispute between the Employer and the Union and/or any Employee(s), regarding the application, meaning or interpretation of this Agreement, or arising out of conditions concerning wages, hours and all conditions of Employment.
- b. Grievances may be processed by an Employee, or the Union on behalf of an Employee or on behalf of a group of Employees, or itself.
- c. Either party may have the Grievant present, at any Step of the grievance procedure.
- d. The resolution of a grievance, filed on behalf of a group of Employees, shall be made applicable to the appropriate Employees within that group.
- e. Informal disciplinary actions and probationary status decisions shall not be subject to these grievance procedures.
- f. For purposes of this Article, "working days" are defined as those days, when a person is scheduled to be and is present for duty.

### **Section 17.2 - Grievance Steps**

Grievances shall be settled in accordance with the following procedures:

- a. Step 1 - Immediate Supervisor
  1. Any Employee, with or without the Union, shall submit the grievance, in writing, to the Employee's immediate supervisor who is outside the bargaining unit.

The written grievance shall contain a statement of the grievant's complaint, citing the specific Section claimed to be violated by the Supervisor and/or Employer, specifics of the violation, and the relief sought. The written grievance shall be signed and dated by the grievant(s).

All grievances must be presented, not later than ten (10) working days, from the date the grievant(s) became aware of the occurrence, giving rise to the complaint.

The immediate Supervisor shall render a written response to the grievance within five (5) working days after the grievance is presented.

- b. Step 2 - Designated Senior Appointed Official
  1. In the event the grievance is not resolved, at Step 1, it may be presented by the Union, in writing, to the designated Senior Appointed Official, within

five (5) working days, from the receipt of the answer or the date such answer was due, whichever is earlier.

Within five (5) working days after the grievance is presented to Step 2, the designated Senior Appointed Official shall discuss the grievance with the Union.

The designated Senior Appointed Official shall render a written answer to the grievance within five (5) working days after such discussion is held, and shall provide a copy of the answer to the Union.

c. Step 3 - Employing Elected Official

1. If the grievance is not resolved, at Step 2, the Union Grievance Committee may present the grievance to the employing Elected Official, within ten (10) working days from the designated Senior Appointed Official's response, or the date the response was due, whichever is earlier.

Within (10) working days of receipt of the written grievance, the parties shall meet and hold discussion, in an attempt to resolve the grievance, unless the parties mutually agree otherwise.

The employing Elected Official shall give the written response, to the Union, within ten (10) working days, following the meeting between the parties.

d. Step 4 - Arbitration

1. If the grievance is not settled at Step 3, the Union Grievance Committee may submit the grievance to binding arbitration, by giving written notice to the employing Elected Official of intent to arbitrate, within fifteen (15) working days from receipt of the written response of the Elected Official, at Step 3. If the grievance is to proceed to arbitration, it shall be submitted to arbitration no later than ninety (90) calendar days after the decision in Step 3.

The Arbitrator shall be selected, in accordance with the rules and regulations of the Federal Mediation and Conciliation Service (FMCS), from a list provided by FMCS, for that purpose.

Arbitration shall be conducted, in accordance with the rules and regulations of FMCS.

The Arbitrator shall have no authority to add to, subtract from, or change any of the terms of the Agreement.

The costs of arbitration shall be shared equally by the Union and the Employer, and the Arbitrator shall have no authority to otherwise assess costs.

The decision of the Arbitrator shall be final and binding on the parties, and the Arbitrator shall be requested to respond, in writing, within thirty (30) days, after the conclusion of the hearing(s), as to the finding(s) and/or award(s).

**Section 17.3 - Timeliness**

- a. When a grievance is not processed to the next Step, within the required period of time, the grievance shall be considered withdrawn.
- b. When an answer is not received to a grievance, within the required period of time, the grievance shall be considered automatically moved to the next Step.
- c. The time limits may be extended, by written agreement of the parties' authorized representatives.

**Section 17.4 - Meetings**

Negotiating or meeting in the grievance procedure, involving representatives of the Employer and representatives of the Union, shall be held during working hours, on the Employer's premises and without loss of pay.

**Section 17.5 - Free Association**

- a. Nothing contained in this Article shall limit the right of any Employees, as individuals, to discuss any matter with their Supervisors.
- b. If the Union representative becomes involved in this discussion, it should be brought to the attention of the Employer or their designated representative, during working hours, providing the results are consistent with the terms of the Agreement.

**Section 17.6 - Advance Step Filing**

Grievances concerning suspensions or discharges, or grievances brought pursuant to Article XIX, occupational Health and Safety, may be initiated at Step 2 of the grievance procedure.

## **ARTICLE XVIII STRIKES AND LOCKOUTS**

### **Section 18.1 - Lockouts**

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

### **Section 18.2 - Strikes, Work Stoppages and Work Slow Downs**

- a. The Union shall not call, authorize, ratify or engage in, nor shall any member of the Union take part in any strike, work stoppage, or work slow-down on the Employer's premises.
- b. The Union and the Employees further agree that they shall not picket, in any manner, which would tend to disrupt the operations of the Employer.

### **Section 18.3 - Sanctions for Breach**

- a. The Employer shall have the right to discipline any Employee, who instigates, participates in or affords leadership to an unauthorized strike, work stoppage or work slow-down, in violation of this Agreement.
- b. Such disciplinary action may include discharge.

## **ARTICLE XIX OCCUPATIONAL HEALTH AND SAFETY**

### **Section 19.1 - Equipment Usage**

No Employee shall be required to use any equipment, which is defective or unsafe pursuant to applicable federal, state, or local laws or regulations.

### **Section 19.2 - Working Conditions**

No Employee shall be required to work in unsafe or unhealthy conditions that violate applicable federal, state, or local laws or regulations.

### **Section 19.3 - Safety and Health**

- a. Both parties to this Agreement will cooperate in the enforcement of health and safety rules and regulations.
- b. Should Employees complain that their work for the Employer requires them to be in an unsafe or unhealthy situation, in violation of this Article, the matter shall be reviewed immediately by the Employer or an authorized representative.
- c. If the matter is not adjusted satisfactorily, the complaint may be processed, according to the Grievance Procedure of this Agreement, beginning at Step 2.
- d. The parties to this Agreement shall establish a Joint Safety Committee, consisting of representatives of the Union and the appropriate Agency Head, for the purposes of promulgating a written safety code.
- e. Both parties agree to enforce such code.
- f. Notwithstanding the provisions of this Section, the Employer retains the right to promulgate and enforce health and safety rules and regulations, in the absence of a jointly agreed upon Health and Safety Code.

### **Section 19.4 - Communicable Diseases and Blood Borne Pathogens**

- a. Any Employee acting in the Employee's official duties who is exposed to a person suffering with a communicable disease shall have the option to obtain, at the Employer's expense, any immunization, preventative or curative medication to counteract any chance of becoming afflicted with that communicable disease.
- b. The Employer shall comply with applicable law relating to blood borne pathogens.

### **Section 19.5 - Article XIX Savings Clause**

The parties agree that if any of the provisions or application of the current federal, state or local laws or regulations are amended, modified, or declared invalid by any court action or by reason of any existing or subsequently enacted legislation or by executive order, the Union may

notify the Employer of its intent to reopen this Article of the Agreement. Upon such notification, the parties agree to meet and negotiate over Article XIX.

**Section 19.6 - Rain Gear**

In the event an Employee reports for work on his/her scheduled shift and is assigned to perform outdoor duties during rainy conditions, the Employer shall make rain gear and boots available for the Employee.

**Section 19.7 - Video Display Terminals/Cathode Ray Equipment**

The Employer and the Union will attempt to keep current with industry recognized studies and reports on the effects, if any, of video display terminals on the health and safety of the operators. The parties also agree to summarize any such relevant findings and disseminate them to users.

## **ARTICLE XX GENERAL PROVISIONS**

### **Section 20.1 - Pledge Against Discrimination and Coercion**

- a. The provisions of this Agreement shall be applied equally, to all Employees in the bargaining unit, without discrimination, as established by the laws and customs of the State of Illinois and the United States of America.
- b. The Union shall share equally with the Employer the responsibility for applying this Section of this Agreement.
- c. The Employer agrees not to interfere with the rights of Employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or Employer representatives, against any Employee, because of Union membership or because of any Employee activity, in an official capacity, on behalf of the Union, or for any other cause.
- d. The parties acknowledge that sexual harassment is a form of unlawful sex discrimination, which is not to be condoned and is, therefore, a grievable matter, which may be initially filed with the Supervisor, at that Step of the Grievance Procedure, having authority over the person(s), alleged to have engaged in such conduct.
- e. In accordance with the Illinois Public Employees' Labor Relations Act (IPELRA), as amended, the Employer understands and accepts the right of the Union to solicit membership, during non-work times and in non-work areas or places.

### **Section 20.2 - Employee Review**

- a. Employees shall have the right, upon request, to review the contents of their personnel files and working files.
- b. Reasonable requests, by the Employee, to copy documents in the file, shall be honored.
- c. Requests to review personnel files shall be granted, no later than three (3) working days, following the day of request.
- d. With the written permission of the Employee, authorized Union representatives shall have the right to review and copy Employee files.

### **Section 20.3 - Intent**

- a. It is the specific intent of this Agreement that it shall be binding on the parties, only to the extent provided by law.

- b. It is further agreed by the parties hereto that, to the extent permitted by law, they are the only parties bound by this Agreement, even though the term "Employer", as used in this Agreement, in some instances, means an elected or appointed public official.
- c. The parties further recognize that many of the Employees, covered by this Agreement, are actually employed by elected officials or appointed public officials, and that nothing in this Agreement shall limit the rights of said elected public officials, to carry out the duties of their offices.

#### **Section 20.4 - Damage to Personal Property**

- a. An Employee's eyeglasses, watch, clothing, or any other personal property carried by an on-duty employee, which is required for the performance of the Employee's duties, and which is damaged by a third party non-employee, through no fault of the Employee, shall be repaired or replaced by the Employer at a reasonable value, not to exceed a total of \$200.00 per year. In the event the Employee receives restitution or other reimbursement, the amount expended by the Employer shall be reimbursed by the Employee to the extent of the restitution or reimbursement received. The Employer shall provide an area, which is generally not accessible to the public, for the storage of employee's outerwear.
- b. To be eligible for reimbursement the Employee shall report the incident, in writing, to the Employee's immediate supervisor at or before the end of the work shift on which the incident occurred.

#### **Section 20.5 - Shift Differential**

All employees shall receive hourly shift differential, added to their base rates of pay for all shifts starting after 12:00 noon and before 6:00 a.m. as follows:

\$ .60

#### **Section 20.6 - Required Physical Examinations**

- a. The Employer shall bear the cost of job-required physical examinations, by either providing a physician or reimbursing the Employee for any expenses incurred.
- b. Upon presentation of proper receipts, the Employee shall receive reimbursement of the initial physical, upon successful completion of the Employee's probationary period.

#### **Section 20.7 - Mileage Reimbursement**

Employees, who are required to use their personal vehicles, in the course of their employment duties, shall be compensated per mile of use, at the IRS rate.

**Section 20.8 - Labor Management Meeting**

- a. The Employer and the Union shall conduct a labor-management meeting for each County Agency no less than once each calendar quarter.
- b. The time and place for such meetings shall be by mutual agreement.
- c. Each party shall submit an agenda to the other party at least seven (7) calendar days prior to the meeting. Discussion will be limited to the specific agenda items unless otherwise agreed by the parties.
- d. Each party shall be limited to three (3) representatives, unless otherwise agreed.
- e. The purpose of the labor-management meeting will be to:
  1. Discuss the administration of the Agreement;

Exchange general information of interest to the parties;

Give representatives an opportunity to make suggestions on subjects of interest to the parties.

- f. Unless otherwise specifically agreed by the parties, in writing, labor-management meetings shall not be used for the purpose of discussing grievances or for bargaining. Unless otherwise specifically agreed by the parties, in writing, the parties specifically agree that the results of any labor-management meeting are not to be considered as bargaining agreements.

**Section 20.9 - Indemnification**

The County shall hold Employees harmless from and pay for damages or money which may be adjudged, assessed or otherwise levied in a cause of action brought against any Employee, other than for punitive damages, for injury or loss sustained as a result of Employee activities occurring within the scope of their employment so long as the Employee is acting properly and within the scope of his/her employment. This indemnification provision shall not expand any Employee rights or obligations established by law. For indemnification to occur, the Employee must immediately notify the County of the filing of a cause of action following proper service by providing the Will County State's Attorney a copy of the suit.

**Section 20.10 - Printing of the Agreement**

The Employer shall cause the Agreement to be duplicated and shall, during the term of the Agreement, make one copy available to each bargaining unit employee. The Employer shall also provide ten (10) copies of the Agreement to the Union.

**Section 20.11 - Welfare to Work**

Prior to the Employer commencing participation in a federal or state sponsored welfare to work program, the Employer shall provide the Union with a forty-five (45) day notice of its

participation in said program. The Employer shall provide the Union with the following information on the participants of said program: a) the work location; b) hours of work; c) nature of work; and, d) the anticipated duration of the assignment. The Employer and the Union shall comply with all state and federal laws and regulations regarding any welfare to work program in which the Employer participates.

### **Section 20.12 - Court Time**

Employees, who are required by the Employer to appear in court, attend inquests or pre-trial conferences, outside of their regular shift, for work-related matters, shall receive a minimum of three (3) hours compensation at the rate of time and one-half the employee's regular hourly rate of pay.

### **Section 20.13 - Deputy Correctional Officers - Field Training Officers**

Employees assigned as Field Training Officers shall be compensated at the rate of two (2) hour of straight time pay, in addition to their regular pay, for each day that the employee is engaged in training.

### **Section 20.14 - Bilingual Pay**

The County Executive, in his sole discretion, but in the case of an employee of another elected official with the approval of that elected official, may designate employees to officially use bilingual skills on a county-wide basis. The County Executive, in his sole discretion, shall determine the selection and continued service of individuals to serve in such capacity, except in the case of an employee of another elected official the designation shall be with the approval of that elected official. Employees so designated, so long as their job duties do not include bilingual skills, shall receive additional compensation of \$35.00 per month for each full month in which they act in such capacity. The duties and qualification of each designated employee shall be determined by the County Executive. The employee may resign their designation status at any time.

### **Section 20.15 - Drug Testing**

#### **Section 20.15.1 – Policy**

- a. It is the policy of the County of Will that all County employees be free from alcohol and illegal drugs in order to ensure that employees can perform their duties without endangering themselves or the public. County employees are expected to be drug and alcohol free at all times that they are in the workplace.
- b. If the Sheriff implements a drug and alcohol policy, employees of the Sheriff's office shall only be subject to the drug and alcohol policy of the Sheriff's Office.
- c. Employees of this bargaining unit who are subject to section 20.12, CDL Drug Testing Policy, shall be exempt from the provisions of this section.

**Section 20.15.2 – Prohibitions**

- I. No employee shall:
- a. Report for duty or remain on duty while having an alcohol concentration of 0.04 or greater;
  - b. Be on duty or operate a motor vehicle on duty while the employee possesses alcohol, unless the alcohol is manifested and transported as part of a shipment;
  - c. Use alcohol while on duty;
  - d. Refuse to submit to a post-accident, or reasonable suspicion alcohol or prohibited drug test, when required to do so under the terms of this policy;
  - e. Report for duty or remain on duty when the employee has used any prohibited drugs, which are identified as 1) marijuana metabolites; 2) cocaine metabolites; 3) amphetamines; 4) opiate metabolites; 5) phencyclidine (PCP), except when the use is pursuant to the instructions of a physician who has advised the employee that the drug does not adversely affect the employee's ability to safely perform their job duties; or
  - f. Report for duty or remain on duty in the employee has tested positive for a prohibited drug.
  - g. If required to take a post-accident alcohol test, use alcohol for eight hours following an accident, or until he undergoes a post-accident test, whichever occurs first.
- II. A refusal to be tested includes an employee's refusal to sign the certification in Step 2 on the Breath Alcohol Testing Form; refusal to blow an adequate amount of breath for an alcohol breath test, so long as the refusal is not medically related as determined by a physician; the failure of an employee subject to post-accident testing to make himself readily available; and a refusal to otherwise cooperate with the testing process in a way that prevents the completion of the test.

**Section 20.15.3 – Drug Testing Procedures**

- a. Employer has the right to subject an employee to drug and/or alcohol testing when the employee is involved in a motor vehicle accident while on duty. The County shall apply the testing procedures found in Section 3B of the Will County Controlled Substance and Alcohol Testing Policy to any employee who is involved in any motor vehicle accident while on duty.
- b. Employer has the right to subject an employee to drug and alcohol testing when the Employer has reasonable suspicion to believe that the employee has reported to work under the influence or is at work under the influence of drugs or alcohol. The County shall apply the testing procedures found in Section 3D of the Will County Controlled Substance and Alcohol Testing Policy to any reasonable suspicion testing.

- c. Testing shall proceed under the provisions of Section 7, Testing Procedures, of the Will County Controlled Substance and Alcohol Testing Policy.

#### **Section 20.15.4 – Discipline**

- a. The Employer retains the right to impose discipline for violations of its drug and alcohol policy. This section is subject to the grievance procedure of this Agreement.
- b. No disciplinary action may be taken against employees who voluntarily identify themselves as drug or alcohol users prior to any incident which may require a drug or alcohol testing notice to be issued, obtain counseling and rehabilitation through the County's Employee Assistance Program, and, thereafter refrain from violating the County's policy on alcohol and drug use.

#### **Section 20.15.5 – Union Indemnification**

The Employer agrees to hold the Union harmless in any litigation that arises out of the Employer's activities in carrying out the drug testing program.

#### **Section 20.16 - Uniform Allowance – Deputy Correctional Officers**

Employees will be paid a lump sum as follows in the first pay period in January for each year, for the purpose of providing compensation for the care and cleaning of uniforms and equipment:

\$500

## **ARTICLE XXI AUTHORITY OF THE AGREEMENT**

### **Section 21.1 - Guarantee of Terms**

- a. This Agreement shall immediately be submitted for ratification, by the parties, with subsequent adoption and signatures to occur, in accordance with their practices.
- b. Ratification and adoption, by the County of Will, shall commit the Employers to enact no subsequent rules or regulations, including Executive Orders, having the force or effect of law, which would impair the binding effect or otherwise make unenforceable the terms of this Agreement.

### **Section 21.2 - Invalidations and Savings**

If any provisions of this Agreement, or the application of any such provision, should be rendered or declared invalid, by any Court action, or by reason of any existing or subsequently enacted legislation, the remaining provisions of this Agreement shall remain in full force and effect, and the subject matter of such invalid provision shall be open to immediate negotiations.

### **Section 21.3 - Term and Effect**

- a. This Agreement shall be effective upon its execution by the parties and shall remain in full force and effect, until November 30, 2021.
- b. This Agreement 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 this Agreement.
- c. Should either party so notify the other, negotiations shall begin, at least (60) days, prior to the anniversary date.
- d. This Agreement shall remain in full force and effect, during the period of negotiations and until notice of termination of this Agreement is provided by one party to the other, in the manner set forth below.
- e. In the event that either party desires to terminate this Agreement, written notice must be given to the other party, at least ten (10) days, prior to the desired termination date, which shall not occur before the anniversary date, set forth below.

### **Section 21.4 - Supersession**

This Agreement terminates the prior Agreement of the parties.

**ANNEX A  
AGENCIES**

1. County Executive--Administrative Offices
2. County Executive--Assessor's Office
3. County Executive--Highway Department
4. County Executive--Sunny Hill Skilled Rehab Center
5. County Executive--Management and Information Services
6. County Clerk
7. Sheriff
8. State's Attorney
9. Recorder of Deeds
10. Coroner

**ANNEX B  
POSITION RANGES  
FY 2017 – FY 2021**

**III. EXECUTIVE BRANCH (SHERIFF'S OFFICE)**

Deputy Correctional Officer

1-11

**ANNEX C**  
**WAGE SCHEDULES**

Wages shall be in accordance with the wage schedules set forth herein.

All employees shall have a wage anniversary date of December 1 of each year. New hires, hired after May 31 of any year, shall not advance step until December 1 of the calendar year following their year of hire.

- 1. Effective December 1, 2016 -- 1.5%;**
- 2. Effective December 1, 2017 -- 2.0%;**
- 3. Effective December 1, 2018 -- 3.0%;**
- 4. Effective December 1, 2019 -- 2.0%;**
- 5. Effective December 1, 2020 – 2.0%**

**\*Retroactive wages will be paid to current employees as of the effective date of this Tentative Agreement and retirees through the date of retirement from the Employer.**

**COUNTY OF WILL - EXECUTIVE BRANCH  
WILL COUNTY SHERIFF'S DEPUTY CORRECTIONAL OFFICERS  
FY2017 - FY2021**

AFSCME 1028

2,080

**EXECUTIVE BRANCH - DEPUTY CORRECTIONAL OFFICER**

EBSHCO

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
<b>FY 2016</b>	<b>ANNUAL</b>	\$ 47,689	\$ 50,120	\$ 52,688	\$ 55,389	\$ 58,090	\$ 61,468	\$ 64,845	\$ 68,484	\$ 70,743	\$ 73,078	\$ 75,491			
2.50%	<b>Hourly</b>	\$22.9275	\$24.0960	\$25.3309	\$26.6295	\$27.9281	\$29.5519	\$31.1753	\$32.9249	\$34.0112	\$35.1336	\$36.2937			
			5.10%	5.12%	5.13%	4.88%	5.81%	5.49%	5.61%	3.30%	3.30%	3.30%			
<b>FY 2017 (12/01/2016)</b>	<b>ANNUAL</b>	\$ 48,404	\$ 50,872	\$ 53,479	\$ 56,220	\$ 58,962	\$ 62,390	\$ 65,817	\$ 69,511	\$ 71,805	\$ 74,174	\$ 76,623			
1.50%	<b>Hourly</b>	\$23.2714	\$24.4575	\$25.7109	\$27.0289	\$28.3470	\$29.9952	\$31.6429	\$33.4188	\$34.5214	\$35.6606	\$36.8381			
			5.10%	5.12%	5.13%	4.88%	5.81%	5.49%	5.61%	3.30%	3.30%	3.30%			
<b>FY 2018 (12/01/2017)</b>	<b>ANNUAL</b>	\$ 49,373	\$ 51,889	\$ 54,548	\$ 57,345	\$ 60,141	\$ 63,638	\$ 67,134	\$ 70,901	\$ 73,241	\$ 75,658	\$ 78,156			
2.00%	<b>Hourly</b>	\$23.7368	\$24.9466	\$26.2251	\$27.5695	\$28.9139	\$30.5951	\$32.2758	\$34.0872	\$35.2118	\$36.3738	\$37.5749			
			5.10%	5.12%	5.13%	4.88%	5.81%	5.49%	5.61%	3.30%	3.30%	3.30%			
<b>FY 2019 (12/01/2018)</b>	<b>ANNUAL</b>	\$ 50,854	\$ 53,446	\$ 56,185	\$ 59,065	\$ 61,945	\$ 65,547	\$ 69,148	\$ 73,028	\$ 75,438	\$ 77,927	\$ 80,500			
3.00%	<b>Hourly</b>	\$24.4489	\$25.6950	\$27.0118	\$28.3966	\$29.7813	\$31.5130	\$33.2440	\$35.1098	\$36.2682	\$37.4651	\$38.7021			
			5.10%	5.12%	5.13%	4.88%	5.81%	5.49%	5.61%	3.30%	3.30%	3.30%			
<b>FY 2020 (12/01/2019)</b>	<b>ANNUAL</b>	\$ 51,871	\$ 54,515	\$ 57,308	\$ 60,246	\$ 63,184	\$ 66,858	\$ 70,531	\$ 74,489	\$ 76,947	\$ 79,486	\$ 82,110			
2.00%	<b>Hourly</b>	\$24.9379	\$26.2089	\$27.5521	\$28.9645	\$30.3770	\$32.1432	\$33.9089	\$35.8120	\$36.9935	\$38.2144	\$39.4761			
			5.10%	5.12%	5.13%	4.88%	5.81%	5.49%	5.61%	3.30%	3.30%	3.30%			
<b>FY 2021 (12/01/2020)</b>	<b>ANNUAL</b>	\$ 52,908	\$ 55,605	\$ 58,455	\$ 61,451	\$ 64,448	\$ 68,195	\$ 71,941	\$ 75,979	\$ 78,486	\$ 81,076	\$ 83,753			
2.00%	<b>Hourly</b>	\$25.4366	\$26.7331	\$28.1031	\$29.5438	\$30.9845	\$32.7861	\$34.5871	\$36.5282	\$37.7334	\$38.9786	\$40.2657			
			5.10%	5.12%	5.13%	4.88%	5.81%	5.49%	5.61%	3.30%	3.30%	3.30%			

RATE BASED ON 2,080 HOURS ANNUALLY UNLESS OTHERWISE INDICATED  
Annual Salaries are converted into hourly rates and are subject to software rounding

## WILL COUNTY SHERIFF'S OFFICE

### GENERAL ORDER

<b>SUBJECT:</b> DRUG AND ALCOHOL TESTING POLICY <b>GENERAL ORDER NO.:</b> 25.0
<b>DATE OF ISSUE:</b> 14 MAY 2012 <b>EFFECTIVE DATE:</b> 14 MAY 2012 <b>DISTRIBUTION:</b> A
<b>RELATED POLICIES:</b> 26.1, 26.3
<b>C.A.L.E.A. REFERENCES:</b> 22.2.6,26.1

**POLICY:**

It is the policy of the Will County Sheriff's Office (WCSO) that the public and the Sheriff have the reasonable right to expect persons employed by the WCSO to be free from the effects of drugs and alcohol. The WCSO has the right to expect the employees to report for work fit and able for duty.

**PURPOSE:**

The purposes of this policy shall be achieved in such manner as not to violate any established rights of the employees.

**DEFINITIONS:**

**"Employees":** All personnel employed by the Will County Sheriff's Office.

**"Drug and Alcohol Testing Procedures":** The compulsory production and submission of urine, or submission to a breathalyzer, to detect prohibited drug or alcohol usage.

**"Drug" or "Drugs":** Cannabis as defined in the Cannabis Control Act (720 ILCS 550/3, or as amended); a controlled substance as defined in the Illinois Controlled Substance Act (720 ILCS 570/102, et seq., or as amended); any prescription drugs defined as any drug for which the use, possession or sale by any person is prohibited by either Federal or State Law without a valid prescription from a doctor; any over the counter drugs defined as any drug for which the use, possession or sale by any person is not prohibited by either Federal or State Law and for which no valid prescription is required.

**"Workplace":** Any location on Sheriff's Office or County property including all property, offices and facilities (including vehicles and equipment) whether owned, leased or otherwise used by the Sheriff's Office or County or by an employee on behalf of the Sheriff's Office or County in the conduct of its business. This also includes any location from which an employee conducts Sheriff's Office business while such business is being conducted on behalf of the Will County Sheriff's Office.

**“Clinical Laboratory”:** A laboratory approved under the HHS Workplace Drug and Alcohol Testing Program<sup>1</sup> or one that has been stipulated by the parties to be appropriate for the testing called for hereunder.

**“Random Selection”:** A method of selection using a computer generated random selection process, in which each and every employee has an equal chance to be selected for drug testing, each and every time a selection of employee/s is conducted. If the WCSO’s testing service is available, tests will be performed on the employee’s next scheduled duty day, during the employee’s regularly scheduled hours of work. If the WCSO’s testing service is not available during the employee’s regularly scheduled hours of work, the employee may be ordered to appear for testing during the employee’s off-duty time and shall be compensated accordingly.

**“Reasonable Suspicion”:** A belief based upon reliable, objective and articulated facts derived from the direct observation of specific physical, behavioral, odorous presence, or performance indicators and being of sufficient import and quantity to lead a reasonably prudent person to suspect that an employee is in violation of this policy. Reasonable suspicion may include but is not limited to:

- abnormal conduct or strange behavior
- information provided by reliable and credible sources with direct personal knowledge which has been independently corroborated
- observed difficulty or unusual speech, concentration, movement or overall behavior characteristics which are symptomatic of drug or alcohol usage
- illegal possession of drugs or an arrest for violation of the drug statute

**“Medical Review Officer (MRO)”:** A person who is a licensed physician and who is responsible for receiving and reviewing laboratory results generated by an employer’s drug testing program and evaluating medical explanations for certain drug test results. An MRO must possess the qualifications and training and follow the standards and guidelines set out in the DOT Workplace Drug and Alcohol Testing Program.

**“Sheriff”:** The term Sheriff shall include any designee of the Sheriff.

**“Unfit for Duty”:** When an employee is unable to perform normally assigned duties. Positive, confirmed results as defined below of drug use constitute conclusive evidence that the employee in question is unfit for duty.

**“Split Specimen”:** For the purposes of drug testing, a single specimen is split into two (2) separate specimen bottles. Split specimens are never collected from two different voids by the donor.

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<sup>1</sup> Currently defined as any U.S. laboratory certified by the HHS under the National Laboratory Certification Program (NLCP) as meeting the minimum standards for Federal Workplace Drug Testing Programs.

### **Prohibition**

Employees shall be prohibited from:

- consuming or possessing illegal drugs at any time
- consuming or possessing alcohol or illegal drugs (unless in accordance with duty requirements) at any time during the work day or anywhere on any WCSO premises or job sites, including all WCSO buildings, properties, vehicles and the employee's personal vehicle while engaged in WCSO business
- illegally selling, purchasing or delivering any illegal drug (unless in accordance with duty requirements) during the work day or on the WCSO's premises
- being under the influence of alcohol or illegal drugs during the course of the work day or under the influence of drugs in which the employee's judgment or physical condition is impaired
- failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking
- failing to submit to or cooperate with testing as required herein

### **Drug and Alcohol Testing Permitted**

#### **Reasonable Suspicion Testing**

Where the WCSO has reasonable suspicion to believe that an employee is then under the influence of alcohol or illegal drugs, or exhibiting the side effects of medication or prescription drugs during the course of the work day, or in the possession of illegal drugs, or under arrest for violation of the drug statutes, the WCSO shall have the right to require the employee to submit to alcohol or drug testing as set forth pursuant to this General Order.

#### **Random Testing**

All employees shall be subject to random drug testing. Employees shall be assigned a permanent number and the selection of those to be tested shall be determined by a random drawing conducted by the WCSO's designated drug testing facility. The WCSO will be permitted to have four (4) random drawings per year with a maximum of twenty-five percent (25%) of total employees tested per drawing. No employee will be subject to more than three (3) random tests per calendar year.

#### **Reasonable Suspicion Procedures - Drug or Alcohol**

Supervisory and command personnel above the rank of Lieutenant may order the drug and/or alcohol testing of an employee where there exists reasonable suspicion for testing as defined herein.

The basis for such reasonable suspicion including all objective facts and reasonable subjective observations drawn from those facts shall be set forth in writing to the employee prior to any employee being required to submit to a permitted drug or alcohol test.

An employee shall have ninety (90) minutes to review the basis for the order and to seek advice from a Union or other representative of that employee's choice prior to submitting to the test or evaluation; provided, however, that such opportunity does not interfere with the ability to obtain accurate results of drug or alcohol testing.

An employee under reasonable suspicion of violating this General Order may be removed from active duty by the Sheriff without losing any pay or benefits pending the outcome of the testing process.

A supervisor must accompany the employee to be tested to the designated testing facility where said testing procedure is to occur. The supervisor will drive said employee to and from the testing facility. The employee may request that a representative or witness of his/her own choosing accompany the employee to the collection facility but said representative/witness cannot be with the employee for any part of the collection procedure and further, that the request for a representative/witness may not delay the testing procedure. Furthermore, if said representative/witness is a Will County employee, he/she cannot be on duty and shall not receive compensation for their time.

The employee must sign a release, permitting the testing facility to give the specific results of the test to the Sheriff or his designee. Refusal to sign said release will be deemed as a refusal to submit to the test.

#### **Random Testing Procedures – Drug**

An employee shall be selected for drug testing on a random basis, as determined by the drug testing facility, shall be considered to have been ordered to submit to testing at the place and time prescribed.

The employee must provide a Sheriff's Office photo identification card to the testing facility personnel prior to any sample being obtained, and must positively identify the employee giving the sample.

To ensure confidentiality of test results, only the employee's social security number shall be used to identify the test sample.

#### **Rights and Obligations of Employees**

Employees ordered by the Sheriff to submit to permitted tests or evaluations shall comply with the order, whether or not they agree that reasonable suspicion for the order exists. Employees who submit to such testing shall not be deemed to have waived or otherwise impaired their rights to grieve or otherwise contest any aspect of the test, including but not limited to the finding of reasonable suspicion, the order to submit to the test, the testing procedures or the testing results.

Employees shall have the right to be represented by counsel and/or Union representative during all meetings with the Sheriff or his designee regarding such tests or evaluations. The employee may request that a representative or witness of his/her own choosing accompany the employee to the collection facility but said representative/witness cannot be with the employee for any part of the collection procedure and further, that the request for a representative/witness may not delay the testing procedure. Furthermore, if said representative/witness is a Will County employee, he/she cannot be on duty and shall not receive compensation for their time.

## **Drug Testing Procedures in General**

The testing procedures for the presence of drugs shall conform to the following:

Only a clinical laboratory approved under the HHS Workplace Drug and Alcohol Testing Program or one that has been stipulated to by the parties shall be used to test urine for drugs.

A Sheriff's Office photo identification card must be provided to the testing facility personnel prior to any sample being obtained and must positively identify the employee giving the sample.

To ensure confidentiality of test results, only the employee's social security number shall be used to identify the test sample.

Any employee reporting for drug testing shall report without a firearm on their person.

Urine specimens shall be collected using procedures, equipment, supplies and personnel meeting HHS standards. Collection procedures shall not demean, embarrass or cause physical discomfort to the employee.

The testing area of the designated testing facility shall be private and secure. A sufficient sample of the same urine should be taken from an employee to allow for initial screening, a confirmatory test and a sufficient amount for split specimen testing if requested by the employee. Collection of samples shall be conducted in such a manner as to preserve the individual employee's right to privacy, and to insure the security and integrity of the sample. Employees shall not be witnessed by anyone while submitting a sample except where there is reason to believe that the employee has attempted to compromise the accuracy of the testing procedure. Proper testing may be conducted to prevent the submission of fraudulent or adulterated samples.

Where the employee appears unable or unwilling to provide a urine specimen at the time of the test, testing personnel shall document the circumstances on the drug test report form.

- Reasonable amounts of water may be given to the employee to encourage urination.
- The employee shall be given three (3) hours to provide a sample during which time he/she shall remain in the testing area under observation.
- Failure to submit a urine sample within the prescribed period shall result in the HHS "Shy bladder protocol" being enacted.
- Failure to cooperate shall be considered a refusal to test.

A chain of custody procedure for both sample collection and testing shall be established that will ensure the integrity of the identity of each sample and test result. Such chain of custody procedure shall not permit the employee tested to become part of the chain.

Specimen samples shall be split, sealed, labeled and checked against the identity of the employee by testing facility personnel. One specimen should be submitted for immediate drug testing, and the second specimen shall be stored at the testing facility in a controlled-access refrigerated storage environment.

A

Any sample that tests positive in the initial screening for drugs must be confirmed by gas chromatography with mass spectrometry.

Upon written direction of the employee the second specimen of the first sample and/or the additional sample shall be forwarded to a proper clinical laboratory as defined above. The results of this separate confirmation test shall reveal only positive or negative results based upon the laboratory's standard. The employee shall not become a part of the chain of custody of the samples. The testing facility will ensure that a secure chain of custody will be maintained with the second specimen of the first sample.

The clinical laboratory will report to the Sheriff that a urine test is positive for a specific drug ONLY if both the initial screening test and confirmation test are positive for the particular drug. Should any information concerning such testing or results thereof be obtained by the WCSO inconsistent with the understandings expressed herein (i.e. billing for testing reveals the nature or number of tests administered), the WCSO shall not use such information in any manner or forum adverse to the employee's interests except as may be ordered by a court or federal or state agency of competent jurisdiction.

Each employee tested shall be provided with a report of the results of each drug test that includes the following information:

- The type of test(s) conducted for both initial screening and confirmation, if any
- The results of each test, i.e., whether the test was positive or negative
- The detection level, if any, which is the cut-off or measure used in drug tests to distinguish positive and negative samples, on both the initial screening and confirmation procedures
- Any other information or reports received by the Sheriff from the laboratory

Consistent with HHS standards, any specimen reported with positive, adulterated, substituted or invalid results must be retained for a minimum of one (1) year. All split specimens or additional samples must be retained for the same period of time as the primary specimen and under storage conditions that will permit accurate retesting.

The Sheriff shall provide each employee with a positive result on any confirming test for drugs with an opportunity to have retested the preserved samples at an appropriate clinical laboratory chosen by the employee (i.e. a laboratory that meets the standards set forth herein). In such circumstances, the employee shall not become part of the chain of custody of the sample. The original testing clinical laboratory shall transmit the sample to the clinical laboratory of the employee's choosing for retesting.

No employee will be subjected to any adverse employment action except administrative leave with pay and benefits (not considered to be an adverse employment action) during any testing procedure pending the results thereof; provided, however, that this shall not preclude the Sheriff from temporarily reassigning the employee for the safety of the employee and the public pending the results of such tests. Any such temporary reassignment shall be reviewed upon the receipt of the test results and shall be immediately discontinued in the event of a negative test result.

### **Positive Test Result**

The drug screening test as described above shall be capable of identifying the following:

1. Marijuana Metabolites
2. Cocaine Metabolites
3. Phencyclidine (PCP)
4. Amphetamines
5. Opiate Metabolites

Cutoff concentrations for the initial test shall be consistent with HHS standards, currently as follows:

- |                           |            |
|---------------------------|------------|
| 1. Marijuana Metabolites: | 50 ng/mL   |
| 2. Cocaine Metabolites:   | 300 ng/mL  |
| 3. PCP:                   | 25 ng/mL   |
| 4. Amphetamines:          | 1000 ng/mL |
| 5. Opiate Metabolites:    | 2000 ng/mL |

An initial test result below the cutoff concentration must be reported as negative. If the result of the initial drug test is at or above the cutoff concentration, a confirmation test must be conducted.

Cutoff concentrations for confirmation tests shall be consistent with HHS standards, currently as follows:

- |  |            |
|--|------------|
| 1. Marijuana Metabolites   |            |
| Delta-9-tetrahydrocannabinol-9-carboxylic acid (THC):            | 15 ng/mL   |
| 2. Cocaine Metabolites:  | 150 ng/mL  |
| 3. PCP:  | 25 ng/mL   |
| 4. Amphetamines:   |            |
| Amphetamine:   | 500 ng/mL  |
| Methamphetamine:   | 500 ng/mL  |
| (specimen must also contain amphetamine                          |            |
| at a concentration of greater than or equal to 200 ng/mL)        |            |
| 5. Opiate Metabolites:   |            |
| Codeine:   | 2000 ng/mL |
| Morphine:  | 2000 ng/mL |
| 6. Acetyl Morphine   | 10 ng/mL   |
| (conduct this test only when specimen contains                   |            |
| morphine at a concentration greater than or equal to 2000 ng/mL) |            |

A confirmation test result below the cutoff concentrations must be reported as negative. A result at or above the cutoff level must be reported as confirmed positive. Quantitative values for morphine or codeine at 15,000 ng/mL or above must be reported.

### **The Role of the Designated MRO**

Prior to making a final decision to verify a positive test result for an individual, the designated MRO shall give the individual an opportunity to discuss the test result with him or her.

The MRO shall contact the individual directly, on a confidential basis, to determine whether the employee wishes to discuss the test result. A staff person, under the MRO's supervision, may make the initial contact, and a medically licensed or certified staff person may gather information from the employee. Except as provided in paragraph E of this section, the MRO shall talk directly with the employee before verifying a test as positive.

If, after making all reasonable efforts and documenting them, the MRO is unable to reach the individual directly, the MRO shall contact the Sheriff or his designee who shall direct the individual to contact the MRO as soon as possible. If it becomes necessary to reach the individual through the Sheriff or his designee, the Sheriff or his designee shall employ procedures that ensure, to the maximum extent practicable, the requirement that the employee contact the MRO is held in confidence.

If, after making all reasonable efforts, the Sheriff or his designee is unable to contact the employee, the employer may place the employee on temporary medically unqualified status or medical leave without losing any pay or benefits.

The MRO may verify a test as positive without having communicated directly with the employee about the test in three (3) circumstances:

1. the employee expressly declines the opportunity to discuss the test
2. the designated employer representative has successfully made and documented a contact with the employee and instructed the employee to contact the MRO and more than three (3) business days have passed since the date the employee was successfully contacted by the designated employer representative
3. other circumstances provided for under HHS standards

If a test is verified positive under the circumstances specified in above paragraph(1) and (2) of this section, the employee may present to the MRO information documenting that serious illness, injury, or other circumstances unavoidably prevented the employee from timely contacting the MRO. The MRO, on the basis of such information, may reopen the verification, allowing the employee to present information concerning a legitimate explanation for the confirmed positive test. If the MRO concludes that there is a legitimate explanation, the MRO declares the test to be negative.

Following verification of a positive test result, the MRO shall, refer the case to the Sheriff or his designee.

In situations in which the WCSO uses the split sample method of collection, the MRO shall notify each employee who has a confirmed positive test that the employee has seventy-two (72) business hours in which to request a test of the split specimen, if the test is verified as positive. If the employee requests an analysis of the split specimen within seventy-two (72) business hours of having been informed of a verified positive test, the MRO shall direct, in writing, the laboratory to provide the split specimen to another approved clinical laboratory of the employee's choice for analysis.

If the analysis of the split specimen fails to reconfirm the presence of the drug(s) or drug metabolite(s) found in the primary specimen, or if the split specimen is unavailable, inadequate

for testing or not testable, the MRO shall cancel the test and report cancellation and the reasons for it to the employer, and the employee.

- If the results of this split specimen is “positive”, this finding shall be deemed conclusive, the matter concluded, and the employee deemed “positive” for having drugs in his/her system.
- If the results of the split specimen are “negative”, this finding shall be deemed conclusive, and the matter concluded.

If an employee has not contacted the MRO within seventy-two (72) business hours, as provided in this section, he/she may provide the MRO information documenting that serious illness injury, inability to contact the MRO, lack of actual notice of the verified positive test, or other circumstances unavoidably prevented the employee from timely contacting the MRO. If the MRO concludes that there is a legitimate explanation for the employee’s failure to contact the MRO within seventy-two (72) hours, the MRO, on the basis of such information, may reopen the verification, allowing the employee to present information concerning a legitimate explanation for the confirmed positive test. If the MRO concludes that there is a legitimate explanation, the MRO declares the test to be negative.

The MRO shall not disclose to any third party medical information provided by the individual to the MRO as a part of the testing verification process.

Before obtaining medical information from the employee as part of the verification process, the MRO shall inform the employee that information may be disclosed to the Sheriff or his designee.

The Will County Sheriff’s Office shall be responsible for any financial obligations associated with any and all independent laboratory test, including any reviews by an independent medical authority. If an employee is sent for testing during non-duty hours, he/she will be paid at the applicable rate pursuant to the collective bargaining agreement.

The legal right of all personnel to maintain confidentiality in the results of their drug tests shall be observed.

#### **Employees Receiving Confirmed Positive Results**

Any employee receiving a confirmed positive of the “confirmation test”, who is unable to provide a legitimate medical explanation of the test results, will be removed from duty with pay pending disciplinary action.

If the confirmed positive test was as a result of a random drug test, the employee will be removed from duty with pay. However, the WCSO shall not discipline the employee based on the results of the test provided the following conditions have been met:

- The employee is able to provide substantial proof that the employee took the drugs in question as an emergency measure from a legal prescription issued to the employee’s spouse or child residing in the employee’s household, or to a person who has resided with the employee as part of the employee’s household for a period of at least six (6) months prior to the date of the testing.

- The employee shall submit to up to two (2) additional random drug tests within thirty (30) days of the initial positive test. If the results of said tests are negative, the employee shall be returned to duty at the end of the thirty (30) day period.
- The employee agrees that the WCSO may require the employee to submit to two (2) additional random tests (in addition to those provided in subsection 2) within six (6) months after the initial positive test.
- If any of the tests administered above result in a positive test, the employee shall be subject to disciplinary action.
- The provisions of this Section do not relieve the employee from the reporting requirements of this General Order.

### **Drug Testing Records**

Except as provided for in this policy, all records pertaining to Sheriff's required drug tests shall remain confidential and shall not be provided to other employers or agencies without the expressed written permission of the person whose records are sought.

Drug test records and results shall be stored and retained in compliance with HHS/HIPAA requirements.

The Will County Sheriff's Office shall maintain all records relating to drug testing of all employees, in a secured and separate file system. Said records shall be purged annually.

### **Alcohol Testing**

Upon reasonable suspicion an employee may be ordered to undergo a breath alcohol test (BAC).

Test results showing an alcohol concentration of more than .03 based upon the grams of alcohol per 100 milliliters of blood shall be considered positive. (Note: The foregoing standard does not preclude the WCSO from attempting to show that the employee was under the influence at a lesser concentration).

### **Retention of Legal Rights**

It is understood and agreed that it is not the intent of this policy to restrict, diminish or otherwise impair any constitutional, statutory, collective bargaining agreement or other legal rights that employees may have with regard to the testing and evaluation that is the subject of this policy.

Employees retain all such legal rights, if any; they may have with regard to such testing and evaluation and may pursue the same in their own discretion.

The Union and/or the Employee, with or without the Union, shall have the right to file a grievance under the applicable collective bargaining agreement concerning any aspect of the testing as described and permitted by this General Order.

### **Voluntary Requests for Assistance**

The WCSO shall take no adverse employment action for drug or alcohol use against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug

related problem prior to an occurrence which leads to a request by the WCSO to submit to testing in accordance with this General Order, other than the WCSO may require reassignment of the employee with pay if he/she is then unfit for duty in his/her current assignment. The WCSO shall make available a means by which the employee may obtain referrals and treatment. All such requests shall be confidential and any information received by the WCSO, through whatever means, shall not be used in any manner adverse to the employee's interests, except reassignment as described above.

An employee who voluntarily seeks assistance with drug and/or alcohol related problems prior to an occurrence which leads to a request by the WCSO to submit to testing, shall not be subject to any disciplinary or other adverse employment action for drug or alcohol use by the WCSO. The foregoing is conditioned upon:

- the employee agreeing to appropriate treatment as determined by the physician(s) involved
- the employee discontinues his use of illegal drugs or abuse of alcohol
- the employee completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months
- the employee agrees to submit to random testing during hours of work during the period of "after-care," or for a period of six (6) months from the return to work, whichever is greater
- the employees use of drugs or alcohol did not contribute to the loss of life or injury to any person

The foregoing shall not be construed as an obligation on the part of the WCSO to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing the duties or whose continuance on active status would constitute a direct threat to the property or safety of others.

Such employees shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence, at the employee's option, pending treatment. The foregoing shall not limit the WCSO's right to discipline employees for misconduct provided such discipline shall not be increased or imposed due to alcohol or drug abuse.

### **Discipline**

Employees who do not agree to or who do not act in accordance with the provisions of this General Order, or employees who test positive for the presence of illegal drugs or alcohol during the hours of work and who have not voluntarily requested assistance prior to an occurrence which leads to a request by the WCSO to submit to testing, or employees who test positive a second or subsequent time for the presence of illegal drugs or alcohol during the hours of work after having complied with the provisions shall be subject to discipline, up to and including discharge.

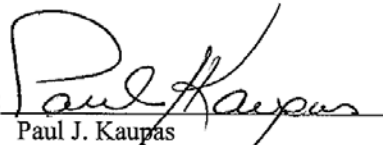
The WCSO retains the authority to discipline employees for inappropriate conduct independent of this General Order.

**Confidentiality**

The Sheriff and its agents, representatives, employees and the physicians and clinical laboratories which it utilizes who have access to or receive information about drug tests or evaluations and the results thereof shall keep all information confidential. Release of such information shall be solely pursuant to a written consent form signed voluntarily by the employee, except where such release is compelled by court order or when the employee or, when applicable, a Union, grieves issues related to the information. The consent form must contain at least the following:

- the person or persons authorized to obtain the information
- the purpose of the disclosure
- the precise information to be disclosed
- the duration of the consent

ISSUED BY:



Paul J. Kaupas  
Sheriff, Will County

AFSCME 1028 Deputy Correctional Officers  
 [Effective July 1, 2019]



# WILL COUNTY ILLINOIS

## Medical Benefits: At-a-Glance Summary

	Blue Cross Blue Shield of Illinois				Blue Advantage
	HDHP-HSA Medical Plan		PPO Plan		HMO Plan
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network Only
<b>HSA Employer Contribution</b>					
Individual	\$1,350		Not available		Not available
Family	\$2,700				
<b>Annual Deductible</b>			Salary < \$50,000	Salary > \$50,000	
Individual	\$1,350##		\$350	\$500	None
Family	\$2,700##		\$700	\$1,000	None
<b>Out-of-Pocket - Includes Deductibles, Copays, and Coinsurance</b>					
<b>Maximum*</b>					
Individual	\$3,000	\$5,625	\$2,000	\$5,625	\$2,000
Family	\$6,000	\$11,250	\$4,000	\$11,250	\$4,000
<b>Lifetime Maximum</b>	Unlimited				
<b>Co-Insurance**</b>	85%	60%	85%	60%	100%
<b>Physician Care Office Visits</b>					
<b>PCP Copay / Coinsurance</b>	85%	60%	85%	60%	\$20 copay
<b>Specialist Copay / Coinsurance</b>	85%	60%	85%	60%	\$30 copay
<b>Preventive Care***</b>	100% covered	Not covered	100% covered	Not covered	100% covered
<b>Hospital Services</b>					
<b>In-patient Hospital#</b>	85%	60%	85%	\$400 per admission (limit 2 per year) then, 60%	\$125 copay per day for the first 2 days per Plan Year, then 100%
<b>Out-Patient Hospital</b>	85%	60%	85%	60%	\$50 copay, then 100%
<b>Emergency Services</b>					
<b>Hospital Emergency Room</b>	\$150 copay, then 85%		\$150 copay, then 60%		\$150 copay, then 100%
<b>Urgent Care</b>	85%	60%	85%	60%	100%
<b>Prescription Drugs</b>					
	Subject to deductible, then:		<b>In-Network</b>	<b>Out-of-Network</b>	<b>In-Network Only</b>
<b>Retail (30-day supply)</b>					
Generic	85%	25%	\$10 copay	25%	\$10 copay†
Brand Formulary	85%	coinsurance	\$25 copay	coinsurance	\$25 copay†
Brand Non-Formulary	85%	plus copay	\$45 copay	plus copay	\$45 copay†
<b>Mail Order (90-day supply)</b>					
Generic	85%		\$20 copay		\$20 copay
Brand Formulary	85%	Not available	\$50 copay	Not available	\$50 copay
Brand Non-Formulary	85%		\$90 copay		\$90 copay
<b>Coverage Tiers</b>	<b>Bi-Weekly Per-Paycheck Pre-Tax Deductions</b>				
<b>Employee Only</b>	See your rate sheet for details				
<b>Employee +Spouse</b>					
<b>Employee +Child(ren)</b>					
<b>Family</b>	Rates do not include the additional \$125 monthly premium surcharge levied as a result of non-participation in the County's Employee Health & Wellness Program ~ Will Be Well. The wellness premium surcharges run from July 1st - June 30th				

\* Includes annual deductible, coinsurance, and copays.

\*\* Subject to deductible.

\*\*\* In-network routine preventive care (e.g., annual physical, immunizations, well women exam, mammograms) not subject to deductible.

† A 90-day retail supply can also be obtained with the same mail order copays under the HMO Plan.

# \$700 MSA penalty for failure to pre-authorize hospital admission—HDHP-HSA and PPO Medical Plans.

## Subject to annual IRS indexing

**When both spouses work for the County, the one with the longest continuous service covers the family.**

# BlueCare<sup>®</sup> DENTAL

## PREFERRED CHOICE (PPO) DENTAL PLAN

### COUNTY OF WILL



BlueCross BlueShield  
of Illinois

The following is a listing of common services available through your BlueCare<sup>®</sup> Mutually Preferred Dental Network.  
The member's share of the costs is determined whether care is received from a contracting or non-contracting provider.

## HIGHLIGHT SHEET

Benefits	Contracting Network Provider PPO*	Non-contracting Provider Non-PPO*
<b>Benefit Period Maximum</b>	\$1,675 for contracting providers and \$1275 for non-contracting providers. Dollars feed both buckets.	
<b>Deductible</b>	\$50 per person per benefit period \$150 maximum per family (Deductible does not apply to preventive and orthodontic services.)	
<b>Dependent Coverage</b>	Spouse and dependents up to age 26	
<b>Preventive Services</b> Dental Exams (2 exams per benefit period) Prophylaxis (2 cleanings per benefit period) Fluoride Treatment (to age 19) Dental X-rays Sealants (to age 19) Space Maintainers (to age 19)	100% of Maximum Allowance	100% of Usual & Customary
<b>Emergency Services</b> Emergency Exams Treatment for the relief of pain	100% of Maximum Allowance	100% of Usual & Customary
<b>Primary Services</b> Routine Fillings (amalgams and resins) Endodontics – root canals – apicoectomy – direct pulp caps – hemisection Periodontics – scaling and root planing – gingivectomy – periodontal maintenance – osseous surgery Oral Surgery – extractions, except as excluded under “Special Limitations” – alveoplasty Recementing of Crowns and Bridges	80% of Maximum Allowance	80% of Usual & Customary
<b>Major Services</b> Inlays, Onlays and Crowns (other than temporary crowns) Full and Partial Dentures Bridges Implants Crown, Bridge and Denture Repairs Denture Adjustments, Rebasing and Relining	50% of Maximum Allowance	50% of Usual & Customary
<b>Orthodontics</b> Coverage for children under age 19	50% of Maximum Allowance to the Orthodontia Lifetime Maximum Benefit of \$1,200; \$50 Lifetime Deductible also applies.	50% of Usual & Customary to the Orthodontia Lifetime Maximum Benefit of \$1,200; \$50 Lifetime Deductible also applies

**Please note:** This information only provides highlights of this program. After enrollment please refer to your dental benefit Certificate for additional benefit information.

**\*Schedule of Maximum Allowances**

Contracting PPO providers have agreed to accept the Schedule of Maximum Allowances as payment in full for covered services. **Non-contracting providers are reimbursed** based on the Usual & Customary fee. You will be liable for any difference between the dentist's charge and your covered benefits.

A Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association

## Will Be Well

### Employee Health & Wellness Program

#### AWARENESS, ACTION, IMPROVEMENT

The annual Wellness Campaign begins each April 1<sup>st</sup> and runs through the following March 15<sup>th</sup>.

While participation in the wellness program is voluntary, employees and eligible spouses covered under the County's comprehensive group health plan must complete certain requirements annually in order to avoid paying a \$125 per month premium surcharge.

The three (3) requirements are:

- 1) Complete biometric screening, measuring:
  - a. Glucose
  - b. LDL/HDL Cholesterol Ratio
  - c. Triglycerides
  - d. Blood Pressure
  - e. Body Mass Index (BMI)
- 2) Designate your primary care physician (PCP)
- 3) Complete a health risk questionnaire (HRQ)

The above requirements must be completed within a certain designated timeframe each year.

You can earn an annual \$200 incentive if you meet 3 of the 5 biometric targets or earn additional points through worksite wellness activities.

Worksite wellness activities are planned and scheduled throughout the year where you can earn extra wellness lottery points. A lottery drawing is held annually to reward those who choose to focus on healthy lifestyle choices by participating in these wellness activities. The more points you earn; the more chances to win!

Eligible employees and covered spouses who choose not to complete the 3 requirements will be subject to a \$125 monthly premium surcharge. The surcharge takes effect on July 1<sup>st</sup> and runs through the following June 30<sup>th</sup>.

The information collected under the wellness program is HIPAA protected and is NOT shared on a personally identifiable basis with the County. The results of your screening allow *you* to develop a personalized health maintenance and improvement program.

The County of Will complies with all applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability or sex.

[www.managewell.com](http://www.managewell.com)

**Executed by the parties on the date(s) indicated below:**

**For the Union:**

*Jeff Dexter*

JEFF DEXTER,  
STAFF REPRESENTATIVE  
AFSCME COUNCIL 31

*Dave Delrose*

DAVE DELROSE,  
PRESIDENT, LOCAL 1028  
AFSCME COUNCIL 31

Date: 9-4-19

Date: 9-4-19

**For the Employers:**

*9-13-19*

LAWRENCE M. WALSH,  
on Behalf of Himself and as  
Presiding Official of the  
Will County Board

*Mike Kelley*

MIKE KELLEY,  
WILL COUNTY SHERIFF

Date: Lawrence M. Walsh

Date: 9-13-19

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made between the Will County Sheriff ("Employer"), the American Federation of State County and Municipal Employees, Council 31, Local 1028 ("AFSCME" or "Union") on the date written hereafter.

RECITALS

Whereas, the Employer and the Union are signatories to a Collective Bargaining Agreement; and,

Whereas, the Employer has implement a drug and alcohol testing policy per Article 20.15.1b of the Collective Bargaining Agreement.

Whereas, the Parties have determined the terms and condition stated in General Order 25 is the employer drug and alcohol testing policy of the Collective Bargaining Agreement;

NOW THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. That General Order Twenty-five issued on May 14, 2014 (attached) will remain in effect without modifications as part to the Correctional Officers Collective Bargaining Agreement.
2. The parties agree to review this Memorandum in the next open collective bargaining negotiations.
3. Upon completion of the next collective bargaining negotiations, the agreed to drug and alcohol testing will be placed in the collective bargaining agreement.
4. The Recitals of this Memorandum are hereby adopted as if fully set forth herein.
5. This Memorandum shall be in effect upon its execution by both parties.

The Parties have executed this Memorandum on the dates written below.

Will County Sheriff,  
Employer:

By: 

Date: 10-9, 2014

AFSCME, Council 31,  
Union:

By: 

Date: October 9, 2014