



COLLECTIVE BARGAINING AGREEMENT

Will County Sheriff's Deputies
Represented by
Fraternal Order of Police
Labor Council 738-1

And

County of Will
&
Will County Sheriff

December 1, 2015- November 30, 2021

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PREAMBLE

This Agreement is entered into by and between the Will County Board and the Will County Sheriff (hereinafter jointly referred to as the "Employer") and The Illinois Fraternal Order of Police Labor Council (hereinafter referred to as the "Union"), as the representative of the bargaining unit (hereinafter referred to as the "Employee").

It is the purpose of this Agreement and it is the intent of the parties hereto to establish and promote mutual and harmonious understanding and relationships between the Employer, the Union, and the Employees; to promote Departmental efficiency, safety, and effectiveness; to establish wages, hours, standards, and other terms and conditions of employment for bargaining unit Employees, and to provide for the equitable and peaceful adjustment and resolution of differences and grievances, which may arise, from time to time, about interpretations and applications of this Agreement.

ARTICLE I
RECOGNITION

Section 1.1 Representation

The Employer recognizes the Union as the sole and exclusive bargaining representative for all full-time, Will County Deputy Sheriffs, in a non-supervisory rank., under the jurisdiction of the Will County Merit Commission, in matters concerning wages, fringe benefits, working and other employment conditions as set forth in this agreement.

Section 1.2 Applications

The benefit of any and all decisions and conclusions the Employer may reach, after negotiating with the Union, shall apply equally to all represented Employees.

ARTICLE II
UNION SECURITY

Section 2.1 Union Presentation at Orientation

- a. The Employer shall grant the Union an opportunity, during the Employer's formal orientation of new Employees, to present the benefits of membership in the Union.
- b. The length of the Union briefing shall not exceed thirty (30) minutes. If the Union member conducting the briefing is on duty during the scheduled briefing, the member shall be released from duty, with no loss of pay, for a reasonable amount of time in order to conduct the briefing. No other compensation shall be granted to any Union member who may conduct a briefing under this Section.

Section 2.2 Union Membership Cost Payroll Deduction

- a. The Employer agrees to withhold from the compensation of any Employees, the initiation fees, monthly membership dues, and special assessments, of such Employees which are payable to the Union, pursuant to written authorization of the Employees, and submitted to the Employer by the tenth (10th) of the month, in which dues first are to be withheld.
- b. The monthly dues shall be withheld on a semi-monthly basis.
- c. The Union Treasurer shall certify to the Employer the costs required for membership in the Union.
- d. The Employer shall pay the aggregate amounts withheld, together with an itemized statement thereof, to the Union Treasurer, by the tenth- (10th) day of the month following the month in which such deductions are made.
- e. The Section is pursuant to the Chapter 85, Section 472, Illinois Revised Statutes.

Section 2.3 Fair Share Deductions

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 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 fee 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.

Section 2.4 Religious Exemption

Should, any Employee be unable to pay their contributions 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.

Section 2.5 Notice and Appeal

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

Section 2.6 Indemnification

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

Section 2.7 Information Provided to the Union

Upon the request of the Union President, the Employer shall, annually, provide the Union with a seniority list of all bargaining unit members.

ARTICLE III
STRIKES AND LOCKOUTS

Section 3.1 No Job Actions

- a. The Union and the Employees agree that they shall not engage in any strike, slowdown, work stoppage of any kind, or interruption or impeding of the operations of the County, during the term of this Agreement,

- b. The Union and the Employees further agree that they shall not picket, in any manner, which would tend to disrupt operations of the County, during the term of this Agreement.

Section 3.2 No Lock-Outs

The Employer shall not engage in any lock-out of Employees, during the term of this Agreement.

ARTICLE IV
EMPLOYEE SECURITY

Section 4.1 Involuntary Medical Leave

- a. The Employer shall have the right to place an Employee on a paid medical leave if the Employer has cause to believe that the Employee is mentally and/or physically unfit for duty. Prior to placing an Employee on medical leave, the Employer shall notify the Employee, in writing, of the reason or reasons for the medical leave.
- b. Such suspension shall require the Employee to obtain mental and/or physical examination(s).
- c. The Employer shall pay for such required examination(s).
- d. The results of any examination shall be released only to the Employer or the Employer's designate, and to the Employee. The Employee may, in writing, permit the results to be disclosed to other individuals designated by the Employee. Prior to filing a grievance, the Employee must execute a release permitting the Employer to release all medical reports to the Union.
- e. Should the Employee(s) desire "second" or other medical opinions, the Employee(s) shall pay the associated costs which are not paid by the County group insurance program.
- f. Following the receipt of the initial medical opinion, confirming a medical problem, the subsequent time an Employee spends in this status shall be charged to Sick Leave or Worker's Compensation Leave, as appropriate.
- g. Grievances brought pursuant to this section shall be filed at Step 2 of the Grievance Procedure.

Section 4.2 File Inspection

The Employer's personnel files, relating to any Employee, shall be available by appointment, for inspection and copy by the affected Employee, during regular business hours. Such inspection shall take place no later than five (5) working days after the request.

Section 4.3 Limitation on Use of File Material

It is agreed that any material and/or matter not available for inspection, such as is provided for in Section 4.2 above, shall not be used in any disciplinary proceeding.

Section 4.4 Free Speech

The right of an Employee to speak freely and to comment upon matters of public concern, when out of uniform, during their off-duty hours shall not be abridged, and shall not violate the rules, regulations, orders of the Sheriff, or the Will County Merit Commission Rules and Regulations.

Section 4.5 Free Suffrage

- a. Employees shall have the right to vote.

- b. Employees shall further have the right to support or refrain from supporting candidates for political office of their choice, when off-duty and out of uniform.

ARTICLE V
EMPLOYEE DISCIPLINE

Section 5.1 Definition

The Employer agrees with the tenets of progressive and corrective discipline and unless an offense is deemed by the Employer as serious enough to warrant suspension or discharge in the first instance, the Employer will apply discipline to correct and improve behavior. Disciplinary action or measures shall include only the following:

- a. Oral reprimand
- b. Written reprimand
- c. Suspension (Notice to be given in writing)
- d. Discharge (Notice to be given in writing)

Disciplinary action may be imposed upon an Employee only for just cause.

Section 5.2 General Employee Rights

- a. The Illinois Uniform Peace Officers Disciplinary Act ["UPODA"], 50 ILCS 725/1 et. seq., as amended, is hereby adopted by reference. In the event UPODA is repealed by the Illinois Legislature the last version of UPODA as amended shall remain in effect as a provision of the Agreement. In the event of an interrogation as defined by UPODA the Employee shall be afforded at least twenty-four (24) hours to obtain the representation of an attorney.
- b. The provisions of the UPODA shall apply to any and all inquiries, investigations and/or other similar proceedings, which may be the basis of any disciplinary action against an Employee, other than that which involves an oral reprimand.
- c. If the Employer has reason to discipline an Employee, it shall normally be done in a manner that will not embarrass the Employee before other Employees or the public, shall be done in a timely fashion, and shall not be unreasonably delayed.
- d. Employees who so choose shall have the right to be represented by counsel or represented by the Union or its lawfully designated agent during an investigatory meeting with the Employer and at all times during any interrogation or inquiry, if interrogated pursuant to an investigation of which he/she is the subject thereof, in which charges may be placed against him/her. The Employee shall be afforded at least twenty-four (24) hours to obtain counsel or representation prior to interrogation.
- e. Employees shall be entitled to the presence of a legal representative, at an investigatory interview, if they request one and if they have reasonable grounds to believe that the interview may be used to support disciplinary action against them.
- f. The representative present during the interview will be allowed to advise the Employee, but not participate in questioning, but will, however, be permitted to make a closing statement not to exceed three (3) minutes.

- g. Any disciplinary action shall be issued by the Sheriff or filed with the Merit Commission within thirty (30) days of the conclusion of the predisciplinary meeting provided that no new information is disclosed during the predisciplinary meeting. If discipline is not issued by the Sheriff or filed with the Merit Commission within thirty (30) days of the conclusion of the predisciplinary meeting, the Employee shall be deemed exonerated and no further disciplinary action shall be taken by the Employer.

Section 5.3 Presumption of Innocence

- a. An Employee shall be entitled to a presumption of innocence during a disciplinary investigation.
- b. The Employer may conduct disciplinary investigations, regarding Employees' conduct, when it receives complaints or has reason to believe Employees have failed to fulfill their responsibilities as Employees and just cause for disciplining exists.
- c. The disciplinary investigation shall be conducted according to the standards set out in the Article V.

Section 5.4 Scope of Inquiry

- a. The subject matter, inquired into during the investigation or interrogation, shall be narrowly, specifically and directly related to the charges, which are the subject of the investigation.
- b. No Employees shall be required to disclose personal information, not related to the investigation, such as personal property, assets, income, source of income, debts, domestic expenditures, or information relating to any member of their family or household, unless the information is probative of conflict of interest with the Employee's official duties.

Section 5.5 Polygraph

No Employee shall be required to take a polygraph examination, as a condition of retaining employment with the Employer, nor shall the Employee be subject to discipline, for the refusal to take such.

Section 5.6 Notice of Constitutional Rights

If Employees are placed under arrest, or if probable cause exists to place them under arrest, at the time of the inquiry or investigation, or as a result thereof, such Employees shall be fully informed to their constitutional rights and safeguards, prior to any initial or further interrogation.

Section 5.7 Pre-Disciplinary Meeting

5.7.1 Prior to notifying Employees of the contemplated measure of discipline to be imposed, the Employer shall meet with Employees involved and/or their Union representative and inform them of the reasons for such contemplated disciplinary action, including any names of witnesses and copies of pertinent documents.

5.7.2. The Employee and Union representatives shall be given the opportunity to rebut or clarify the reasons for such discipline.

Section 5.8 Employee Choice of Disciplinary Forum

5.8.1 Contesting Discipline - Oral and Written Reprimands

Oral reprimands shall not be subject to the grievance procedure. Written reprimands shall be subject to the Grievance Procedure Article of this Agreement but shall not be subject to arbitration.

5.8.2 Contesting Discipline - Suspensions and Termination

(1) In General

Prior to imposing discipline, involving a suspension or termination, the Sheriff will conduct a pre-disciplinary meeting as provided in Section 5.7. At the employee's request, the employee shall be entitled to Union representation at that meeting. After the conclusion of said meeting, the Sheriff or his designee will issue a Decision to Discipline, in writing, as to the proposed discipline ("Decision to Discipline"), to the affected employee and the Union. At the employee's option, disciplinary action against the employee may be contested either through the arbitration procedure of this Agreement or through the Will County Sheriff's Office Merit Commission (WCSOMC), but not both. The election of one forum shall be deemed to be a waiver to contest discipline in the other forum. In order to exercise this option, an employee must execute an Election, Waiver and Release form ("Election Form" attached as Appendix A). The Election Form shall be given to the employee by the employer, at the time the employee is formally notified of the Decision to Discipline. The employee shall have five (5) calendar days upon receipt of Election Form to tender the executed Election Form to the Sheriff or his designee.

(2) Suspensions of Ten (10) Days or Less

If the discipline is a suspension for ten (10) days or less, the Sheriff or his designee may impose the suspension immediately upon the issuance of the Final Decision. If the employee elects to contest the suspension through the grievance/arbitration procedure, the Employer shall bear the burden of showing that the suspension was reasonable. If the employee elects to contest the suspension through the grievance/arbitration procedure, the Election Form shall constitute a grievance, which shall be deemed filed at Step 3 of the grievance procedure.

(3) Termination or Suspensions of More Than Ten (10) Days; Arbitration

For discipline involving suspensions in excess of ten (10) days or termination, if the employee elects arbitration, the Sheriff or his designee has the authority and discretion to impose discipline immediately upon the receipt of the Election Waiver and Release Form. In such cases, the Election Form shall constitute a grievance, which shall be deemed filed at the arbitration Step. In such cases where arbitration has been selected, the Union shall also file with the Sheriff its notice of intent to arbitrate the case ("Arbitration Notice"), not more than five (5) calendar days following the issuance of the Decision to Discipline.

(4) Termination or Suspensions of More Than Ten (10) Days; Merit Commissioner

For discipline involving suspensions in excess of ten (10) days or termination, if the employee elects to have the case heard by the WCSOMC, then the Sheriff or his designee must file the appropriate charges before the WCSOMC.

(5) Failure to File the Election Form or Arbitration Notice

If an employee or the Union fails to timely file the Election Form or the Arbitration Notice, such failure shall be deemed a waiver of the right to contest or appeal the Decision to Discipline in any forum.

Section 5.9 Suspensions**5.9.1 Pending Charges**

(1) The Employer may suspend an Employee, for up to ten (10) calendar days, pending the decision whether or not charges for discharge shall be filed against the Employee. The Employee shall not lose any wages or benefits during the suspension.

(2) Upon the Sheriff's filing of a letter with the Merit Commission seeking the termination of employment, but only in cases where criminal charges have also been filed against the employee alleging a violation of one or more of the criminal statutes listed in Section 6.1 of the Illinois Police Training Act (50 ILCS 705/6.1), as amended, the Sheriff may suspend an Employee without pay pending a hearing on the charges. The employee shall retain employment status and shall be entitled to continue insurance and other benefits available to other bargaining unit members during this period. If the Merit Commission fails to commence action on the matter within thirty (30) days of the filing of said letter, except if a continuance is requested by the employee, the employee shall be returned to paid status.

5.9.2 The Sheriff may also suspend an Employee, for up to ten (10) calendar days, without taking any further action.

5.9.3 A suspension, exceeding ten (10) days, may be mutually agreed upon, between the Employee and the Sheriff.

Section 5.10 Notification and Measure of Disciplinary Action

5.10.1 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, at the Employee's request in writing, with a clear and concise statement of the reasons therefore.

5.10.2 The measure of discipline and the statement of reasons may be modified; especially in cases involving suspensions pending discharge, after the investigation of the total facts and circumstances, except that once the measure of discipline is determined and imposed, the Employer shall not increase it, for the particular act of misconduct, which arose from the same facts and circumstances.

5.10.3 Nothing in this Section shall prevent the Employer from relieving Employees from duty, in accordance with its practice, except that the Employee shall not lose any wages, because of such release.

Section 5.11 Removal of Discipline

All records of any disciplinary action of a three (3) day suspension or less shall be removed from all files if twelve (12) months have passed since the imposition of any disciplinary action other than an oral reprimand. All other disciplinary action shall be removed from all files after

twenty-four (24) months have passed since the imposition of any disciplinary action other than an oral reprimand.

ARTICLE VI
GRIEVANCE PROCEDURE

Section 6.1

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 conditions of employment.

Step 1: The Employee, with or without the Union, or the Union, shall present the grievance, in writing, within ten (10) business days of the grievance occurrence, to the Employer's representative who is in charge of the Division in which the grievance occurs. The Employer's representative shall respond in writing to the grievant with a copy to the Union within ten (10) business days.

Step 2: In the event the grievance is not resolved in Step 1 and the Union or the Employee wishes to appeal the grievance, it shall be presented in writing by the Union or the Employee to the Sheriff of Will County within ten (10) business days from receipt of the Employer's answer at Step 1. Within ten (10) business days after the grievance is presented to Step 2, the Sheriff or the Sheriffs designee shall meet with the Union and the Employee and render a written decision within ten (10) business days of the meeting date.

Step 3: If the grievance is not settled in Step 2 and the Union wishes to appeal the grievance from Step 2 of the grievance procedure, the Union may refer the grievance to arbitration, as described below,, within fifteen (15) business days of receipt of the Employer's answer provided to the Union at Step 2:

A. In the absence of agreement on the selection of a neutral arbitrator, the parties shall file a joint request with the Federal Mediation & Conciliation Service (FMCS) for a panel of seven (7) arbitrators from which the parties shall select a neutral arbitrator. The parties shall agree to request the FMCS to limit the panel to members of the National Academy of Arbitrators. Both the Employer and the Union shall each have the right to reject one panel in its entirety within seven (7) business days of its receipt and request that a new panel be submitted. The Employer and the Union shall alternatively strike names from the panel. The order of Striking names shall be determined by a coin toss with the losing party striking first. The remaining person shall be the arbitrator.

B. The arbitrator shall be notified of his/her selection and shall be requested to set a date for the hearing, subject to the availability of Union and Employer representatives. The fees and expenses of the arbitrator and the cost of a written transcript for the arbitrator shall be divided equally between the Employer and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

C. The arbitrator, once selected, shall decide the merits of the grievance and shall have no authority to add to, subtract from, or change any of the term of the Agreement. The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue his decision within thirty (30) calendar days.

Section 6.2 Union Representation

- a. The Union shall have reasonable access to persons and information, necessary to prepare for and represent the grievant(s), in matters arising, pursuant to this Article. The Employer shall provide the Union with any requested documentation within three (3) business days of the request. If the Employer is unable to provide the requested documentation within three (3) business days, the Employer will notify the Union in writing of the reason for the delay. Any delay will not be unreasonable.
- b. Union access to individual Employee files shall be subject to the written authorization of the Employee(s) affected and/or concerned.

Section 6.3 Hearing Location

Grievance hearings or other related procedural meetings, involving the grievant, representatives of the Employer and the Union, shall be held during work hours, on County premises, without loss of pay to Employees, providing that such activities take place in a manner which does not interfere with County Operations. No more than two (2) Union representatives, who are on duty, shall be allowed to attend grievance meetings, while on duty, without loss of pay.

Section 6.4 Timely Submission

- a. No grievance shall be entertained or processed, unless it is filed within the required time limits. However, the absence of an Employee shall be cause to extend the time limits for filing or processing, in accordance with Section 6.4d of this Article.
- b. If a grievance is not filed or appealed within the time limits and manner previously set forth, the grievance shall be deemed moot.
- c. When an answer is not received to a grievance, within the required period of time, the grievance shall be deemed moved automatically to the next step.
- d. All of the foregoing notwithstanding, time limits, at any step, may be extended by mutual consent of the parties.

ARTICLE VII
WORK HOURS AND OVERTIME

Section 7.1 Definitions for the Purpose of this Agreement

- a. An Employee shall be defined as a full-time, sworn Deputy, as defined by the Will County Merit Commission, who works five (5) consecutive work days, totaling forty (40) hours per week.
- b. A work day shall be defined as eight (8) consecutive hours.
- c. The work week shall be defined as starting on 0700 hours, Sunday, through 0659 hours, the following Sunday.
- d. The provisions of Sections 7.1 and 7.2 may be modified by agreement of the Employer and the Union.

Section 7.2 Overtime

- 7.2.1 Any time worked in excess of (40) hour work week shall be paid for at a rate of time and one-half.
- 7.2.2(a) When the Employer determines, more than twenty-four (24) hours prior to the shift to be filled, that overtime is needed, for the position of Deputy permanently assigned within the Patrol Bureau for shift work (assignments which regularly work more than two (2) shifts), it shall be posted and emailed as soon as practicable and be offered for volunteers within each respective Bureau/Division, using the following priority procedure:
- 7.2.2.1 All Volunteers must submit their request to work in writing on an overtime volunteer list.
 - 7.2.2.2 The volunteer list shall be closed twenty-four (24) hours prior to the start of the overtime shift.
 - 7.2.2.3 When assigned, the Watch Commander will highlight the assigned name and post in a conspicuous location. This list will then no longer be used once the assignments are made. The original list shall be retained for seven (7) days, after which it may be discarded.
 - 7.2.2.4 The Employee will be responsible for checking the appropriate volunteer list and/or email to see if he/she has been assigned for overtime.
 - 7.2.2.5 If there are insufficient volunteers to fill the overtime hours, the overtime hours shall be filled using the procedures of Section 7.2.3.
 - 7.2.2.6 The priority for volunteer selection shall be as follows:

Patrol Bureau - Overtime initiated in a Patrol Zone

Except as otherwise provided in this section, when special overtime is initiated by the Employer, within a particular regular geographical patrol zone, said zones to be determined solely by the Employer the following order of priority shall apply:

Priority 1 - The most senior deputy permanently assigned to said patrol zone.

Priority 2 - The most senior deputy permanently assigned to any patrol zone in the patrol bureau.

For informational purposes, the Employer shall provide the Union with a current map of the patrol zones.

Patrol Bureau - General Overtime

Except as otherwise provided in this section, when general overtime is initiated by the Employer the following order of priority shall apply:

Priority 1 - The most senior deputy permanently assigned to the patrol bureau on the shift where the overtime occurs.

Priority 2 - The most senior deputy permanently assigned to the patrol bureau on shifts other than the one where the overtime occurs.

7.2.2(b) Deputies assigned to the Traffic Unit are eligible for stand-by pay.

7.2.3 For any available overtime which arises twenty-four (24) hours or less prior to the shift to be filled for the position of Deputy permanently assigned within the Patrol Bureau, for shift work (assignments which regularly work more than (two) 2 shifts), it shall be filled by giving priority, by seniority, to those Deputies within the Patrol Bureau, offering the hours by seniority, first from the list of deputies who volunteered to work the same shift on that date (first by shift seniority and then by departmental seniority), then to deputies who are working the shift previous to the shift to be filled. In the event that there are no volunteers from the previous shift, the Employer shall force the least senior employee who is on duty on the previous shift to work. If, under these provisions, an employee would be forced to work overtime for more than two (2) consecutive work days, the Employer shall select another employee by using the next least senior employee from the previous shift.

7.2.4 The employer retains the sole right to limit the overtime worked by any employee so that the total actual time worked does not exceed either eighty (80) hours per week (excluding court time) or sixteen (16) consecutive work hours (excluding court time).

7.2.5 The Deputy, who is assigned to overtime, will be obligated to work, unless he/she is unable to work due to sickness, emergency, or other authorized absence approved by the Employer. Absences, other than those specified above, may result in disciplinary action.

- 7.2.6 Specialty details shall be first assigned to deputies in those specialty sections on the basis of rotating seniority within the specialty, except where the physical characteristics of the employee are specific to the objectives of the detail.
- 7.2.7 All Special Events overtime assignments shall be assigned by seniority, except where the ability of the employee is specific to the objectives of the detail.

Section 7.3 Employee Court Time

- a. Employees, who must appear in court, attend inquests or pre-trial conferences, shall receive a minimum of three (3) hours at the overtime rate.
- b. Employees, attending training or schooling on their off time, shall be paid in accordance with Section 7.2.

Section 7.4 Determination of Work Schedule

- a. Except as otherwise provided for, the work schedule, for determining the starting and quitting times, and the days off for each Employee, shall be made by the Employer or such other person or persons as the Employer shall designate for this purpose.
- b. The duration of the Departmental schedule, which establishes the starting and quitting times and the days-off for each Employee, shall be no less than twenty-eight (28) or more than fifty-six (56) calendar days.

Section 7.5 Work Schedule Posting

- a. Work schedules shall be posted no less than ten (10) calendar days, prior to the starting date of the schedule.
- b. Such schedules may be changed, from time to time, to suit varying conditions. However, indiscriminate or unnecessary changes shall not be made in such schedules, and changes deemed necessary shall be made known to the Employees not less than ten (10) calendar days prior to such change, excluding emergency situations, as defined by the Employer. Schedules may be changed in non-emergency situations with less than ten (10) days' notice by mutual agreement between the Employer and the Union.

Section 7.6 Schedule Change Compensation

If Employees' duty hours or days off are changed unnecessarily, indiscriminately, or without the required ten (10) calendar days' notice (unless by mutual agreement as set forth in Section 7.5.b above), they shall be paid one and one-half (1.5) times their regular straight time hourly rate, for all such time worked different than their scheduled duty hour or days, excluding emergency situations, as defined by the Employer.

Section 7.7 Minimum Shift Separation

Every Employee shall be guaranteed at least eight (8) hours off between the end of one tour of duty (normal work day) and beginning of another tour of duty, excluding emergency situations, as defined by the Employer.

Section 7.8 Call Out

- a. An Employee called to work outside their scheduled hours shall receive a minimum of two (2) hours pay at the rate of time and one-half.
- b. such compensation shall begin at the time the Employee is notified to return to work.

Section 7.9 Stand-By

- a. Any time, spent by an Employee, away from the Employer's premises, under conditions so circumscribed that they restrict the Employee from effectively using time to pursue personal interests, constitutes compensable time, including the time an Employee is required to remain at home, awaiting recall to duty.
- b. If Employees are allowed at liberty, while on Stand-by, even if required to call-in, from time to time, or if equipped with a "beeper" or similar device, such time is not compensable.
- c. Employees in the Evidence Section and Criminal Investigations who are required by the Employer to be on stand-by duty shall be compensated with compensatory time at the rate of one (1) hour of compensatory time for every twelve (12) hours, or part thereof, on stand-by duty.

Section 7.10

An Employee may elect to be compensated for overtime work in the form of compensatory time off at a rate of one and one-half (1.5) hours of compensatory time for each hour of overtime worked in accordance with Section 7.2.

ARTICLE VIII
SENIORITY

Section 8.1 Definitions

- a. An Employee's Departmental Seniority shall be the period of the Employee's most recent, continuous, regular, full time employment, as a sworn, Will County Deputy Sheriff.
- b. The computation of Departmental seniority shall commence with the first day of the most recent period of employment in a regular, full-time status, as sworn, Will County Deputy Sheriff.
- c. Employees who come into this bargaining unit from a full time position within the Will County Sheriff's Department shall retain vacation and sick time, but such time shall be used according to terms of length of time in the bargaining unit.

Section 8.2 Application

- a. In all applications of seniority, the ability of the Employee shall mean the qualifications of an Employee to perform the required work.
- b. Where ability or qualifications are, among the Employees concerned, relatively equal, seniority, as defined in Section 8.1 above, shall govern.

ARTICLE IX
ASSIGNMENTS AND TRANSFERS

Section 9.1 Posting

- a. All vacancies, in existing or newly created permanent positions, shall be published in the "Crime Alert", at least seven (7) calendar days, prior to being filled.
- b. Employees, interested in filling the vacancy, shall apply, in writing, to the designated supervisor.
- c. Vacancies shall be filled no later than thirty (30) days after the last day of posting.
- d. Vacancies not filled within thirty (30) days of posting shall be re-posted in the aforementioned manner.

Section 9.2 Transfers

- a. The Employer shall notify the Union and affected Employee(s) of all assignment changes, prior to their effective date(s) and time(s).
- b. An Employee, desiring a change of assignment, shall file a request for transfer, which shall be effective during the balance of the fiscal year, in which such request is received.
- c. The Employee transfer request shall be considered, based on the Employee's qualifications and seniority, as determined in Article VIII.
- d. An Employee, removed from a job assignment, shall be considered unassigned, until such time the Employee applies, in writing, and receives a permanent job assignment.

Section 9.3 Eligibility for Permanent Assignment

- a. The Employer agrees that permanent job assignments shall be defined as all bargaining unit job positions, which are subject to this agreement.
- b. All Employees shall be eligible for and maintain a permanent job classification and/or rank assignment, within the Will County Sheriff's Department.

Section 9.4 Temporary Assignment

The Employer may fill a vacancy, created in a job assignment, for a period not to exceed sixty (60) days.

Section 9.5 Emergency Assignments

- a. In the event there is an unexpected need for the Employer to fill a job assignment, on a temporary basis, due to leave of absence, disability, training or schooling of the Employee, who was originally assigned to that position; or

- b. There is an unexpected need to increase the amount of personnel assigned to a job assignment, due to a sudden, unexpected increase in the workload of that unit, the Employer shall use the following procedure:
 - 1) The assignment shall be done in accordance with Article VIII of this Agreement.
 - 2) If there are no interested employees, the assignment shall be given to the most junior Employee, who qualifies.
- c. Any Employee, who is on any leave, or is temporarily assigned to a position, shall be entitled to return to the job assignment held by the Employee, prior to going on leave or being temporarily assigned.

Section 9.6 Assignment and Shift Selection

- a. The Employer shall, during the first week in September of each year, make available for selection by all Employees, all shift and area assignments for the Uniform Patrol Division; Court Security Section and assignment to the Civil Process Section. Selection by the Employees shall be on the basis of seniority, as defined in Section 8.1. Selections shall be made effective the first schedule change in December of the same year.
- b. Employees assigned to the Criminal Investigations Division as Investigators shall be prohibited from serving as an Investigator in excess of twelve (12) consecutive years. There shall be at least a twenty-four (24) month period separating service in the Criminal Investigation Division following an Employee having been assigned as an Investigator in the Criminal Investigation Division for a period of twelve (12) years. In no case shall an Employee be permitted to serve as an Investigator for more than twelve (12) years in a fourteen (14) year period.
- c. At least one (1) Investigator may be rotated out of the Criminal Investigation Division annually. The Employee rotated out shall be notified, in writing, at least thirty (30) days prior to the annual shift selection in September of each year and the rotation shall take place on the first schedule change in December of the same year.
- d. These provisions do not apply to Employees governed by Section 9.8.

Section 9.7 Schooling and Training

- a. The Employer agrees to provide an opportunity for schooling and training to all interested Employees.
- b. A list of all such training or schools shall be posted in accordance with this Agreement.
- c. In the event the number of Employees, who may participate in the training or schooling, is limited, prospective utilization of the requested training by the Employee, and seniority as defined in Article VIII, shall prevail.

Section 9.8 Job Assignment to Another Agency

- a. Job assignment to another agency shall be defined as a job created, as a result of a request from an elected Will County officeholder, a subdivision of Will County-Government, a municipal government, or park district. (All included to be referred to as the "Requesting Agency"), to assign an Employee to the Requesting Agency, and as a condition of the assignment, the Requesting Agency provides for Employee's compensation. This shall not include special events and secondary employment, as elsewhere governed by this Agreement.
- b. All assignments, to a Requesting Agency, shall be subject to the following procedure:
 - 1) All such assignments shall be posted, in accordance with Section 9.1 above.
 - 2) All such postings shall include:
 - i. The name of Requesting Agency
 - ii. Duties of the Employee
 - iii. Desired qualifications
 - iv. Term of service, if known
 - 3) A list of all interested Employees, who apply, in writing, shall be compiled by the Employer.
 - 4) Assignments shall be made in accordance with Article VIII.
 - 5) Employee(s), assigned to a Requesting Agency shall receive all benefits accorded to them by this Agreement.
 - 6) No Employee shall receive benefits, in excess of this Agreement.
 - 7) In the event the Employee is removed from the assignment for any reason, the Employee shall be:
 - i. returned to the Will County Sheriff's Department; and
 - ii. subject to all pertinent sections of this Agreement.
 - 8) Any resultant vacancy shall be the subject of re-posting.

Section 9.9 Temporary Assignment Pay - Field Training

- a) Those Employees assigned as Field Training Officers shall be compensated at a rate of two (2) hours of base pay, one (1) hour as compensatory time and one (1) hour as pay, for each day that the Employee is engaged in training, in addition to any overtime earned. No Employee shall be required to serve in the position of Field Training Officer for more than three (3) years.
- b) Those Employees assigned as a K-9 Handler shall receive \$175.00 per month and shall receive 1/2 hour of release time per worked eight (8) hour shift as total compensation for the care of the canine. Said release time shall be granted at the end of the shift worked. In the event that release time is not available on the day

worked because of operational considerations, said release time shall be granted on the next shift worked, if operational considerations permit. The \$175.00 per month will be paid to these Employees on the last payday of the month.

Section 9.10 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 for organizational advancement.

b. Basis of Participation:

- 1) Must be job-related
- 2) Requested by the Employee to be taken off-duty
- 3) Restricted by established appropriation limitations, budgetary constraints, and operational considerations and requirements
- 4) Must be approved, in advance, by the Employer
- 5) Attendance must be verified
- 6) Receipts are required for reimbursement, to the established maximum allowed
- 7) Allowed for individual credit as well as degree completion programs
- 8) Must not interfere with performance of the Employee's assigned duties
- 9) Authorized solely at the discretion of the Employer
- 10) Employees shall be reimbursed, upon completion of each individual class, course or seminar, as certified by a grade, certificate or written notification by the program sponsor

c. Allowed Expense Reimbursement:

- 1) Tuition
- 2) Fees
- 3) Equipment
- 4) Books

d. Percentage Reimbursement Basis:

<u>Amount</u>	<u>Grade/Eval</u>	=	<u>GPA/OPI</u>	<u>Pass/Fail</u>
100%	A/94-100		4	Pass
75%	B/87-93		3	N/A
50%	C/80-86		2	N/A
0%	Other		0	Fail

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:
 - i. Grade/Evaluation: C/80-86

- ii. GPA/QPI: 2
- 2) Graduate Programs:
 - i. Grade/Evaluation: B/87-93
 - ii. 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.
 - 2) Incur a service obligation, to the Employer, upon receipt of the related degree, based on the extent of the involvement:
 - i. Reimbursement degree credits, divided by total degree credits, equals the extent of obligation percentage
 - ii. Extent of obligation percentage, multiplied by the following, equals the service obligation incurred:
 - a) Undergraduate degrees:

Associate's	= 18 months
Associate's to Bachelor's	= 18 months
Four (4) Year Bachelor's	= 36 months
 - b) Graduate (Master's) Degree - 24 months
 - c) Be unable to advance to another degree completion program, until any existing service obligation has been fulfilled
 - d) Be released from any Incurred obligation, in the event of termination or, if laid-off, the obligation shall be suspended, pending recall
 - e) 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.

Section 9.11 Assignment Limitation

9.11.1 No member shall hold an assignment in any of the following specialized units: MANS, Tri-County Auto Theft, CP AT, Warrants, gang suppression unit, school resource officer and crime prevention / DARE, for more than four (4) consecutive years in the same unit. Effective September 1, 2005, if the deputy so assigned has completed four (4) years of consecutive service in that assignment as of the first week of September, each year, they shall be permitted to select their shift and area assignment in the patrol bureau only, during the annual shift selection process. An employee who leaves a specialized unit as a result of the term limitation of this section shall remain in the uniform patrol bureau (including civil process and court security) for at least one (1) year. An employee who leaves a specialized unit for any other reason shall be reassigned, by the Employer, to the Patrol Bureau (including civil process and court security) and be allowed to participate in the next annual shift bid.

9.11.2 Other than the annual shift pick, an employee shall be permitted two (2) successful assignment selections per fiscal year, excluding specialized unit openings.

9.11.3 No Employee shall be eligible for any special assignment until the Employee has been employed as a Will County Deputy Sheriff for two (2) years.

Section 9.12 RTF in Specialized Units

If an employee has been removed from a specialized unit because the Employer has reduced the number of positions in the specialized unit, and the Employer reinstates the reduced position within twelve (12) months, the employee shall be returned to the specialized unit.

Section 9.13 Drug Testing

The Employer shall negotiate with the Union prior to implementing a drug testing policy.

ARTICLE X
VACATIONS AND HOLIDAYS

Section 10.1 Vacation Entitlement

All Employees, employed for more than one (1) year, shall be entitled to vacation benefits, according to the following schedule:

- After 1 year of service - Two Week Vacation with pay
- After 5 years of service - Three Weeks of Vacation with Pay
- After 10 years of service - Four Weeks of Vacation with Pay
- After 15 years of service - Five Weeks of Vacation with Pay

Section 10.2 Vacation Selection

Employees shall select their annual vacation, on the basis of seniority, subject to the following procedure:

- a. Computations:
 - Step 1 - Determine total number of vacation weeks for all Employees.
 - Step 2 - Step 1 divided by 52 weeks = Number of Employees to be scheduled per week of vacation.
- b. Groupings of Employees, for vacation selection, shall be negotiated annually.
- c. Special Duty (SD) personnel shall be excluded from this procedure.
- d. Special Duty (SD) Employees are those whose duty assignments do not routinely place them under the daily operational control of the Will County Sheriff, i.e., those assigned to elected officials, Public Building Commission (PBC) Security, Metropolitan Area Narcotics Squad (MANS), Cooperative Police Assistance Team (CPAT), other agencies and departments, etc.
- e. If Employees are involuntarily reassigned, they shall be able to retain their vacation selection.
- f. If Employees request and receive a transfer, their vacation selection is subject to change.
- g. 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.
- h. 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.
 - 2) Approval by the Employer.

Section 10.3 Holidays During Vacation

If a Holiday, observed by this Agreement, falls within Employees' vacation, and if Employees are entitled to holiday pay for such holiday, under the guidelines of this Agreement, they shall, at the option of the Employee, receive either:

- a. One (1) additional day of paid vacation; or
- b. An amount of money equal to their regular base of pay, for one (1) working day.

Section 10.4 Vacation at Separation

- a. Any Employee, who is eligible for vacation benefits and who is laid off, discharged, or resigns before taking such vacation, shall receive vacation pay.
- b. Any Employee, who retires from active employment and is eligible to receive IMRF benefits or who shall be eligible to receive IMRF benefits upon reaching the required age, shall be entitled to receive time-off with pay, equal to all accumulated vacation time, prior to the effective date of their retirement, or to vacation pay, after the effective date of their retirement.

Section 10.5 Paid Holidays

The following days shall be recognized as paid holidays: New Year's Day, Martin Luther King's Birthday, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.

Section 10.6A Holiday Pay Status

- a. If Employees work on a holiday, they shall be paid at two (2) times their regular rate, for a regularly scheduled work day.
- b. Employees who are forced to work an unscheduled shift on Thanksgiving Day, Christmas Day, or New Year's Day shall receive an additional four (4) hours of pay or compensatory time at the Employer's discretion.
- c. Employees, not performing any work on a recognized holiday for which they were scheduled to work, shall receive the same straight-time pay, as on a regularly scheduled work day.
- d. In the event that any recognized holiday shall fall on an Employee's scheduled day off, the Employee shall be entitled to one (1) additional day off or an additional day's pay.
- e. Employees must work their first regularly scheduled shift before the holiday and, their first regularly scheduled shift after the holiday, unless proven illness or injury prevents them from working on either such day.
- f. This Section does not apply to anyone receiving Workers' Compensation benefits.

Section 10.6B Holiday Pay Status – 12 Hour Shifts

Deputies covered by this Agreement whose scheduled work starts (or who is directed to work) on a designated holiday for a 12-hour regular shift will be compensated at the double time rate for all scheduled hours on the designated holiday (per section 10.5 herein). (i.e., a shift starting at 6:00PM on a designated holiday will be paid at the rate of two times the affected deputy's hourly rate for all scheduled hours through 6:00AM the following day, conversely a deputy scheduled to work at 6:00PM the day before a designated holiday will receive straight time for all twelve hours worked). Any hours that a deputy is ordered to work which fall on a designated holiday will be compensated at the holiday rate (two times the affected deputy's hourly rate). Any overtime worked or commenced on a designated holiday will be paid at the rate of two and on half times the affected deputy's hourly rate of pay.

ARTICLE XI
LEAVES OF ABSENCE

Section 11.1 Sick Leave

- a. Employees, who are absent from work because of illness or injury which does not arise out of their employment and which renders such Employees unable to perform their duties of their employment, shall be deemed to be on sick leave. Sick leave notification shall be made to the designated supervisor for each workday that paid sick leave is being requested unless the designated supervisor expressly waives this requirement. It is the responsibility of the Employee to make the required notification. Employees who are requesting paid sick leave pursuant to this section shall notify their designated supervisor at least one (1) hour prior to the beginning of their work day, or as soon as reasonably possible. If an Employee becomes sick during their work shift, the Employee must notify their designated supervisor. Sick leave may be used to care for a sick or injured member of the immediate family. As used in this section, immediate family includes spouse, mother, father, child, sister, brother, grandparents, grandchildren, legal guardian, or other person currently a resident in the immediate household.
- b. The Employer shall pay Employees their regular base rate of pay, for each working day, while they are on Sick Leave.
- c. An Employee shall accumulate eight (8) hours of Sick Leave, for each month worked.
- d. A total of two thousand twenty (2020) Sick Leave hours is the maximum an Employee can accumulate.
- e. For each work hour that Employees are on Sick Leave, one (1) hour of Sick Leave shall be deducted from their accumulated total.
- f. Records must be kept of the accumulated Sick Leave and such records shall be available to the Union.
- g. Seventy-five percent (75%) of the accumulated Sick Leave, but no more than seventy-five percent (75%) of one thousand nine hundred twenty (1920) hours of accumulated Sick Leave, shall be payable in the event of death or permanent disability of the Employee. Fifty percent (50%) of the accumulated Sick Leave, but no more than fifty percent (50%) of one thousand nine hundred twenty (1920) hours of accumulated Sick Leave, shall be payable, in the event of non-disability retirement.
- h. If Employees, who claim Sick Leave pay, have been absent for three (3) consecutive working days, they shall furnish, at the Employer's request, proof of their disability to the Employer.
- i. Recurring absences, without a medical certificate, shall be cause for disciplinary action.

- j. 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 the employee's anniversary year.

Section 11.2 Worker's Compensation Leave

- a. In all cases, when Employees are forced to be absent from work, by reason of any injury or condition arising out of the scope of their employment and covered by workers' compensation, they shall be paid the difference between the amount of weekly worker's compensation benefits to which they are entitled and their full weekly pay, as of the last day they worked.
- b. Full payment, during workers' compensation leave shall not exceed to sixty (60) weeks.
- c. In the event that the length of absence from work of Employees does not qualify them, under Worker's Compensation, for payments during the first three (3) days of their absence, then they shall receive their full pay for this three (3) day period and such time lost shall not be charged to Sick Leave.
- d. Employees, who are covered and receiving Workers' Compensation Insurance, shall:
 - 1. continue receiving their full rate of pay, until such time that their Workers' Compensation Insurance has ceased; and
 - 2. continue receiving all benefits contained within this Agreement, pursuant to Chapter 85, Illinois Revised Statutes.

Section 11.3 Personal Leave

- a. Subject to the approval of the Employer, Employee may take Personal Leave each year as follows:

0 through 4 years of service	--2 days
5 through 9 years of service	--3 days
10+ years of service	--4 days
- b. On the anniversary date of employment, each Employee shall be eligible for Personal Leave, to be used for the Employee's personal business, during the following year.
- c. Personal Leave may be used for any purpose, at the discretion of the Employee.
- d. Employees, planning to use Personal Leave, shall notify their supervisor, at least twenty-four (24) hours in advance, except in cases of emergency.

- e. When requested, within the guidelines, of advance notice, the requested Personal Leave 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 Personal Leave, the Employer has the right to inquire as to the nature of the emergency, although normally such inquiry would occur only when reasonable grounds exist to suggest abuse or if an operational emergency of an extreme nature exists.
- g. The Employee shall suffer no loss of pay for such leave.
- h. Personal Leave may not be applied to scheduled vacation days, may not be accrued from year to year, and may not be used for other employment.
- i. Personal Leave, which is unused, at the end of the fiscal year, shall be added to Sick Leave, so long as such addition does not exceed the maximum accumulation authorized.

Section 11.4 Leave Limitations

- a. No Disability Leave or Unpaid Leave shall exceed six (6) months, unless it is extended, in writing, by agreement of the Employer and the Employee.
- b. In no case, shall any such leave exceed a total of two (2) years.
- c. An Employee, on disability leave or unpaid leave, shall suffer no loss of seniority and shall continue to accumulate seniority.

Section 11.5 Bereavement Leave

- a. Full-time Employees may take Bereavement Leave, which shall not affect their seniority, for a necessary period of absence, of three (3) to five (5) days, depending on distance to travel, caused by a death in the immediate family of the Employee or the Employee's spouse.
- b. The immediate family shall include spouse, mother, father, child, sister, brother, grandparents, grandchildren, step-parent, step child, or legal guardian or other person currently a resident in the immediate household.

Section 11.6 General Unpaid Leave

- a. Employees may take an Unpaid Leave from their employment, if they secure written permission from the Employer, which permission shall not be unreasonably withheld.
- b. In no case, shall a leave be granted for employment elsewhere.

Section 11.7 Educational and Training Leave

- a. The Employer may grant an Employee an Educational or Training Leave, for the purpose of engaging in a developmental or work-experience course(s).
- b. No Educational or Training Leave may be granted unless, in the judgment of the Employer, the training would benefit the Employer, by improving the Employee's qualifications, to perform the duties of the Employee's position, or by qualifying the Employee for advancement in rank or grade, to another position in the service of the Employer, or to generally enhance the prestige of the Will County Sheriff's Department.

Section 11.8 Maternity Leave

- a. Employees shall be granted "unpaid leaves during their pregnancy.
- b. The length of such leave shall not exceed six (6) months, but may be renewed pursuant to Section 11.4 above.
- c. Seniority and continuous service shall be retained and accumulated for the first six (6) months of such leave.
- d. Employees shall be granted Maternity Leave as follows:
 - 1) A pregnant Employee shall inform her immediate supervisor of her condition, no 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.
 - 2) A pregnant Employee may continue her regular employment so long as her physician, upon request by the Employer, states, in writing, that she is able to perform her normal work assignments.
 - 3) 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.
 - 4) The Employer reserves the right to verify any physician's statement, requested or presented under this section, through the use of a physician of their own choice, other than a doctor regularly employed by Will County, and any such examination shall be paid for by the Employer.
- e. Sick Leave may be used during periods of pregnancy and related conditions, and accumulation of seniority, during such periods, shall be in accordance with Section 11.4 above.

Section 11.9 Union Delegate Leave

- a. The Employer agrees to grant a leave of absence, with pay, to up to nine (9) employees, but no more than three (3) from one shift or unit, at any one time,

designated by the Union, for purposes of attending meetings assemblies, or conventions of any affiliated body of the Union.

- b. Such leave shall not exceed an aggregate maximum of fifteen (15) days for the bargaining unit per year.
- c. The Employer- shall be notified, in writing, at least thirty (30) days in advance of such leave, to allow flexibility in scheduling work, for the Employees so designated.

Section 11.10 Time-Off for Elected Officials

Elected Officials of the Union shall be allowed to leave work, without loss of regular, straight-time, hourly pay, for a reasonable period of time each month, to attend regularly scheduled Union meetings and special meetings.

Section 11.11 FMLA

Any paid leave taken by an Employee, which qualifies a Family and Medical Leave Act eligible, shall not count against the annual allocation of leave provided by the Act. The annual FMLA leave period shall be a rolling year period.

ARTICLE XII
SECONDARY EMPLOYMENT AND SPECIAL EVENTS

Section 12.1 Employee's Request

Employees wishing to engage in off-duty secondary Employment shall first notify the employer, in writing, of their secondary employment, including:

- a. The nature of the business involved and specific job duties; and
- b. Name, address, and phone number of the business involved, and the name, address and phone number of the owner, operator, or manager of the business; and
- c. An estimate of hours to be worked, on a weekly basis, by the Employee, while engaged in secondary employment.

Section 12.2 Employer's Review

Within seven (7) days of receiving the Employee's written intent and request for secondary employment, the Employer shall answer the Employee, in writing, and grant permission for the Employee to secure a secondary employment, except in those cases where the Employee's choice of secondary employment would constitute a violation of law, or otherwise interfere with the Employee's performance of county duties, including special scheduling, which would be necessary to accommodate the Employee's request. All Employees working secondary employment shall be considered to be employees of the secondary employer and not of the County during their secondary employment. The secondary employer and the Employee shall each execute a statement acknowledging the Employee's status as an employee of the secondary employer. No secondary employment shall be authorized without the foregoing statement.

Section 12.3 Employer's Approval

Employees shall not engage in secondary, off-duty employment until written authorization from the Employer, approving the request, is received by the Employee.

Section 12.4 Part-Time Security or Other Police Employment

All part-time security or police secondary employment must conform to Sections 12.1, 12.2, and 12.3 above, and shall also conform to the following criteria:

Such Employment shall not be conducted in the uniform of the Will County Sheriff's Department.

All Employees working secondary employment must be covered under their secondary employer's authority and, that employer must accept responsibility and liability for the employee's performance during their employment.

A Statement of Acceptance of Responsibility (Waiver of Liability) from the secondary employer must be received prior to approval of secondary employment by the Sheriff.

Section 12.5 Special Events

Section 12.5.1 Definition

A request, received by the Employer, or any agent of the Employer, from a citizen or organization, to have one (1) or more Employees, not engaged in their regular hours of work, assigned to a specific event or location, within the County of Will, for security and/or other law enforcement related tasks, and the costs of Employee compensation, to staff said event or location to be borne by requesting citizen or organization.

Section 12.5.2 Requests

When agents of the Employer receive a request for special events assignment, they shall immediately forward said request to the Employer, or their designee, for consideration.

Section 12.5.3 Approval

- a. When the Employer receives a request for a special events assignment, from any agent of the Employer or any citizen or organization, the Employer or their designee, shall first approve the request, before assignment scheduling occurs.
- b. All requests for special events assignments, received by the Employer or their designee, shall be approved, except in those cases when assigning Employees to work a special event would be a violation of the law or, the Employer shall only disapprove special events for just cause. Each time the Employer disapproves a special event assignment, the Employer shall notify the Union in writing within three (3) days of the special event that has been disapproved, and the specific reasons for the disapproval. The Union may file a grievance on the Employer's decision or challenge the Employer's decision through the Administrative Review Act.

Section 12.5.4 Scheduling

- a. After a request for special events assignment has been approved by the Employer, bargaining unit members may be scheduled by the Union to staff the special event. The Union shall provide a bargaining unit member or members, at no cost to the Employer, to perform the required scheduling function as an agent of the Employer.
- b. The Employer reserves the right to review and alter any scheduling assignment based on operational needs.

Section 12.5.5 Status

- a. Upon approval, by the Employer or their designee, of a request for special events assignments, the Employer acknowledges that any Employee(s) to be assigned to the special event, shall be considered to be in an on-duty status, while assigned to the special event, and while traveling to and from home.
- b. Employee(s), while working an assignment event, or while traveling to or from home, shall be afforded all rights, benefits, protection and insurance coverage including, but not limited to Liability Instance and Workers' Compensation coverage, which are granted to all Employees, while on duty,

- c. Employee(s), assigned to special events, shall be allowed the use of all assigned County Equipment including County vehicle, while working special events assignment, or while proceeding to or from home.

Section 12.5.6 Payment

- a. Any Employee assigned to special events, shall be paid at the rate to be set by the mutual agreement of the Sheriff and the Union.
- b. Employee(s), working special events assignments, shall be reimbursed, by separate County check, for their hours of work.
- c. The Employer assumes responsibility for payment of wages, earned by Employees, engaged in special events assignments, within two (2) pay periods after the detail is worked.

Section 12.5.7 Fees

The Employer retains the right to set and adjust the fee schedule and method of payment to be used, governing reimbursement by the requesting citizen or organization, to the County of Will, for services, rendered by Employees, assigned to special events.

Section 12.5.8 Staffing

- a. Private businesses and enterprises seeking extra law enforcement assistance, within the County, of a private nature, shall not be afforded the use of the Will County Sheriffs Auxiliaries.
- b. Religious and not for profit groups requesting assistance will be allowed to utilize Auxiliary Deputies for vehicular traffic control when full time Deputies are assigned, except as noted in Paragraph d.
- c. Governmental agencies may utilize Auxiliary Deputies for civic events for the direction and control of vehicular traffic. Auxiliary Deputies shall not be used for crowd control or security functions at these gatherings, except as noted in Paragraph d.
- d. Religious, governmental, not for profit groups, the Will County Fair, and civic events will be allowed to utilize Auxiliary Deputies for duties deemed appropriate by the Sheriff, for no more than two (2) annual events for each organization. The Sheriff shall notify the Union when Auxiliary Deputies are utilized pursuant to this paragraph.

ARTICLE XIII
INSURANCE

Section 13.1 Group insurance

13.1.1 The Employer shall provide a Group Insurance Program, which shall include the following:

1. Comprehensive medical coverage, either through a health maintenance organization (HMO), or 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 \$1,350.00 to the HSA for individual and \$2,700.00 to the HSA for family. The County's contribution will be dispersed quarterly in four (4) equal amounts (\$337.50/individual or \$675/family) in the first pay period of each calendar year quarter.

Dental service maximum allowable limit will be increased by an additional \$175 to \$1,675 (in-network) and \$1,275 (out-of-network) for the term of the agreement for in and out of network. Dental implants are covered under the schedule of benefits at maximum allowable.

2. Short term disability income (employee only):
 - a. \$225 per week thereafter, not to exceed four (4) weeks; and which
 - b. Shall not be effective until an eligible Employee has exhausted all accrued Sick Leave.
3. Term life coverage (employee only).

13.1.2 The coverage and conditions provided by the Employer's Group Insurance Program, which shall include a Wellness program, shall be set forth in the County Health Plan, adopted effective January 1, 2018.

13.1.3 The plan design will be as set forth on attached Exhibit A.

13.1.4 Eligibility for the Employer's Group Insurance Program extends equally to both Employees and their legal dependents, except as noted above.

13.1.5 To participate in the Employer's Group Insurance Plan, the Employee must:

1. Make application, as directed or required by the Employer; and
2. Pay the share of the monthly premium rates established by the Insurer,

13.1.6 Cost-sharing of the monthly premiums shall be:

1. Comprehensive medical and dental coverage:

The Employee shall contribute to the cost of the Health plan by making a contribution each pay period based on a percentage of base pay as follows:

- (a) Three percent (3%) of base pay for single coverage.
- (b) Four percent (4%) of base pay for family coverage.

2. Term life coverage:

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

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

13.1.7 The Employer and the Union shall establish an Insurance Committee to meet and discuss, as appropriate or required, matters related to this Section.

13.1.8 Deductibles

Commencing March 1, 2019, individual calendar year deductible will be based on annual income as follows:

<u>Deductible</u>	<u>Base Rate Income</u>
\$350/year	below \$50,000
\$500/year	over \$50,000

Family deductible is two (2) times the individual deductible.

13.1.9 The Employer shall maintain an IRS approved pre-tax contribution plan to be used for the employee's portion of the premium for the group insurance plan.

13.1.10 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.

Section 13.2 Individual Insurance

a. The Employer shall continue to make available:

- 1) Permanent (whole) Life Insurance/Annuity programs; and
- 2) 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
 - 2) Pay one hundred percent (100%) of all related premiums.

Section 13.3 Mandated insurance

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

- a. Paid by the Employer:
 - 1) Tort Immunity/Liability
 - 2) Unemployment Compensation
 - 3) Worker's Compensation
- b. Paid jointly by the Employer and the Employee:
 - 1) Illinois Municipal Retirement Fund (IMRF) disability coverage.
 - 2) Social Security (FICA) disability coverage and .retirement health and hospitalization.

Section 13.4 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 13.5 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 protection of such insurance shall be equal to those received by Employees who are in a paid status.

Section 13.6 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 Comprehensive Major 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. For Retirees, who retire from the service of Will County and who at the time of retirement have eight (8) years of continuous full-time service with Will County, the cost-sharing of monthly premiums shall be as follows:
 - 1) The Employer shall pay all related premiums for the Retiree's coverage.

- 2) The Retiree shall pay all related premiums for dependent coverage, which shall be equal to the Family premium, minus the Single premium.
- 3) Premium amounts shall be* calculated annually, pursuant to COBRA-based requirements.

Section 13.7 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 Comprehensive Major 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
 - 2) At such time as eligibility for Social Security MEDICARE benefits occurs.

ARTICLE XIV
UNIFORMS AND EQUIPMENT

Section 14.1 Authorization and Responsibilities -

- a. Uniforms and equipment shall be allotted for each Employee, upon hire.
- b. Uniforms and equipment shall remain the property of the Employer.
- c. Uniforms and equipment shall be replaced by the Employer, as necessary, due to fair wear and tear.
- d. Required replacement, due to other than fair wear and tear, as determined by the Employer, shall be replaced at the Employee's expense.
- e. Uniforms and equipment shall be determined and prescribed by the Employer.
- f. The Union and all Employees shall be provided with the current list of basic issue uniforms and equipment items, which are authorized and/or required.

Section 14.2 Plainclothes Allowance

- a. Employees, who are assigned to any investigation duties, or otherwise is in plain clothes, shall be paid two hundred (\$200.) dollars quarterly, after serving in such capacity for at least one (1) calendar quarter.
- b. Employees, who receive this allowance, may be required to produce receipts upon request.

Section 14.3 Uniform Committee

- a. The Employer and the Union shall establish a Uniform Committee, to meet and discuss, as required, matters pertaining to this Article.
- b. Prior to the implementation of any changes to the current list of basic issue uniform and equipment items, the Uniform Committee shall meet to review and discuss such matters.

Section 14.4 Uniform Cleaning Allowance

Employees will be paid a lump sum of \$600.00, the first pay period in January of each year, for the purpose of providing compensation for the care and cleaning of uniforms and equipment.

ARTICLE XV
OCCUPATIONAL HEALTH AND SAFETY

Section 15.1 General Statement

- a. Both parties to this Agreement hold themselves responsible for mutual and cooperative enforcement of occupational health and safety rules and regulations.
- b. No Employee shall be required to use any equipment which is defective, unsafe or in violation of the law.
- c. No Employee shall be required to work in unsafe or unhealthy conditions, or in conditions which violate applicable safety rules or laws.

Section 15.2 Procedures

- a. Should Employees complain that their work for the Employer requires them to be in an unsafe or unhealthy situation, in violation of applicable occupational health or safety rules, the matter shall be adjusted immediately by the Employer or their authorized representative.
- b. If the matter is not adjusted satisfactorily, the complaint may be processed according to Article VI of this Agreement, beginning at Step 2.
- c. The parties to this Agreement shall establish a Joint Occupational Health and Safety Committee, consisting of representatives of the Employer and the Union, for purposes of promulgating a written occupational health and safety code, which both parties agree to enforce.
- d. 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 Occupational Health and Safety Code.

ARTICLE XVI
INDEMNIFICATION

Section 16.1 Employer Responsibility

The County shall be responsible to hold Employees harmless from and pay for damages or money, which may be adjudged, assessed or otherwise levied against any Employee, other than punitive damages, subject to the conditions set forth in Section 16.4 and subject to statutory insurance limitations, per incident and/or individual.

Section 16.2 Legal Representation

Employees shall have legal representation, by the County, in any civil cause of action, brought against an Employee, resulting from or arising out of their performance of duties, other than for Will County Merit Commission hearings.

Section 16.3 Cooperation

Employees shall cooperate with the County, during the course of any investigation, administrative hearing or litigation, arising from any claim, pursuant to this Article.

Section 16.4 Applicability

The County shall provide the protection, set forth in Sections 16.1 and 16.2 above, so long as Employees are acting within the scope of their employment and cooperate, as defined in Section 16.3 above, in defense of the action(s) or claim(s).

ARTICLE XVII
AFFIRMATIVE ACTION

Section 17.1 Equal Employment Opportunity

The Employer shall continue to provide equal employment opportunity for all Employees and continue to develop equal employment practices.

Section 17.2 Non-Discrimination

- a. The Employer shall not discriminate against any Employee, and employment related decisions shall be based on qualifications and measurable performance, in a given position, without regard to age, race, color, sex, religion, or national origin of the Employee.
- b. The Employer shall not discriminate against Employees, who exercise their right to vote or speak freely on matters of public interest.
- c. The Employer shall not discriminate against Employees, because of membership in the Union, fraternal organization, political affiliations or activities.

ARTICLE XVIII
RE-EMPLOYMENT

Section 18.1 Notice of Layoffs

- a. When there is an impending layoff, with respect to any Employee, the Employer shall inform the Union, no later than thirty (30) days prior to such layoff
- b. The Employer shall provide the Union with the names of all Employees, to be laid off, prior to the layoff.
- c. Probationary Employees shall be laid off first, followed by other Employees, in accordance with their seniority.
- d. The Employees, with the least amount of seniority, shall be laid off first.
- e. All Employees shall receive notice, in writing, of the layoff, at least thirty (30) days in advance of the effective date of such layoffs.

Section 18.2 Hiring During Layoffs

No new Employees shall be hired by the Employer, when Employees, desiring to return to work, have not been recalled.

Section 18.3 Recall

Any Employee, who has been laid off shall be placed on the appropriate list and shall be recalled on the basis of seniority, as set forth in Section 8.1.

Section 18.4 Intent

- a. The parties hereto agree that there shall be no layoffs, unless economic emergencies arise requiring layoffs.
- b. In the event that economic emergencies arise, required layoffs shall be mutually agreed upon by the parties hereto.

ARTICLE XIX
MANAGEMENT RIGHTS

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 exercises 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 departments, divisions and sections and work to be performed therein; to determine the number of hours of work and shift per week; to establish and change work schedules; to eliminate, contract and relocate, transfer work and maintain efficiency.

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.

ARTICLE XX
LABOR MANAGEMENT MEETING

Section 20.1

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, quarterly meetings shall be held between Union and Employer representatives. Such quarterly meetings shall be scheduled within ten (10) days of notification by either party, or at a time mutually agreed upon by the parties. Each party shall submit written agenda items to the other party at least seven (7) days prior to the meeting. The meetings shall be limited to:

- (A) Discussion of the implementation and general administration of this Agreement;
- (B) A sharing of general information of interest to the parties;
- (C) The identification of possible health and safety concerns.

Attendance at such meetings shall not interfere with required duty time and attendance, if during duty time, shall be permitted only with the approval of the Employer. The Employer may assign appropriate management personnel to attend.

The parties may agree to conduct additional meetings.

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Such meetings shall be chaired by the Employer representative. Grievances and arbitrations shall not be discussed at such meetings. Such meetings shall not constitute negotiations and shall not alter the terms of the Agreement.

Section 20.2 Alternative Shift Schedule

The parties agree to have regular labor management meetings in accordance with this article to discuss in good faith an alternative shift schedule of twelve (12) hour shifts.

ARTICLE XXI
WAGES

Wages shall be in accordance with the wage schedule set forth below. Step movement shall occur on anniversary date.

FY 16 Effective 12/1/15	FY 17 Effective 12/1/16	FY 18 Effective 12/1/17	FY 19 Effective 12/1/18	FY 20 Effective 12/1/19	FY 21 Effective 12/1/20	Step
2.00%	1.50%	2.00%	2.00%	2.50%	3.00%	
\$56,259	\$57,103	\$58,245	\$59,410	\$60,895	\$62,722	1
\$58,860	\$59,743	\$60,938	\$62,157	\$63,711	\$65,622	2
\$61,315	\$62,235	\$63,480	\$64,749	\$66,368	\$68,359	3
\$64,192	\$65,155	\$66,458	\$67,787	\$69,482	\$71,566	4
\$67,069	\$68,075	\$69,437	\$70,825	\$72,596	\$74,774	5
\$70,666	\$71,726	\$73,161	\$74,624	\$76,490	\$78,784	6
\$74,263	\$75,377	\$76,885	\$78,423	\$80,383	\$82,795	7
\$78,140	\$79,312	\$80,898	\$82,516	\$84,579	\$87,116	8
\$81,608	\$82,832	\$84,488	\$86,178	\$88,333	\$90,983	9
\$85,234	\$86,512	\$88,242	\$90,007	\$92,257	\$95,025	10
\$89,452	\$90,793	\$92,609	\$94,461	\$96,823	\$99,728	11
\$92,104	\$93,485	\$95,355	\$97,262	\$99,694	\$102,684	20 Years of Service

Wage increases shall be across the board and retroactive to 12/1/15, 12/1/16, 12/1/17 and 12/1/18 for hours worked or paid as if worked. All current employees and those who retired or received a disability pension during the term of this Agreement shall receive retro pay for the time period that they were employed.

WAGE SCHEDULE PLACEMENT NOTE:

Historical Note:

In Fiscal Year 2007, employees with hire dates from January 29, 1996 through June 14, 2004, shall, in addition to any step movement due on their anniversary date during FY 07, move one step effective June 1, 2007.

Effective December 1, 1995. Employees who were in Step 9 on December 1, 1994 (FY 95), shall have their wage anniversary date adjusted to December 1 of each year, and shall advance to Step 10 on December 1, 1995.

Employees who are in Step 6 on December 1, 1996 shall make an early advance to Step 7 on December 1, 1996.

ARTICLE XXII
TERMS AND EFFECT

Section 22.1 Guarantee of Terms

- a. The Employer shall immediately submit this Agreement to the Will County Sheriff for ratification and to the Will County Board for enactment by Resolution.
- b. Such action, by the Employer, shall commit the County of Will to enact no subsequent Resolutions, Ordinances, Executive or General Orders, or other rules and regulations, having the force and effect of law, which would impair the binding effect or otherwise make unenforceable the terms of this Agreement.

Section 22.2 Savings Clause

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

Section 22.3 Effective Period

- a. The provisions of this Agreement shall be effective from its adoption by the parties, through November 30, 2021 inclusively.
- b. This Agreement shall automatically be renewed, from year to year thereafter, unless either party shall notify the other, in writing, not later than ninety (90) calendar days, prior to its termination date or to the anniversary date thereof, that they desire to amend or modify this Agreement.

Section 22.4 Continuations

- a. In the event that notice to amend or modify this Agreement is given and received, negotiations shall begin, no later than sixty (60) calendar days, prior to the termination date or to the anniversary date thereof.
- b. This Agreement shall remain in full force and effect, during the period of negotiations and/or until notice of termination of this Agreement is provided by either or both of the parties, in the manner set forth in section 21.5.

Section 22.5 Termination

- a. In the event that either or both of the parties desire to terminate this Agreement written notice must be provided, not less than thirty (30) days, prior to the termination date or to the anniversary date thereof.
- b. Under no circumstances, shall this Agreement be terminated, prior to November 30, 2015, or prior to the expiration date of any renewal thereof.

Section 22.6 Supersession

This Agreement terminates, by supersession, the previous Agreement of the parties.

ARTICLE XXIII
DRUG AND ALCOHOL TESTING POLICY

Section 23.1: Policy

It is the policy of the Employer that the public and the Employer have the reasonable right to expect persons employed by the Employer to be free from the effects of drugs and alcohol. The Employer has the right to expect the Employees to report for work fit and able for duty. The purposes of this policy shall be achieved in such manner as not to violate any established rights of the Employees.

Section 23.2: Definitions

"Employees": All bargaining unit 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 Program¹ 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 bargaining unit employees is conducted. If the employer'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 employer'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.

¹ 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.

"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.

Section 23.3: Prohibition

Employees shall be prohibited from:

- A. consuming or possessing illegal drugs at any time.
- B. consuming or possessing alcohol or illegal drugs (unless in accordance with duty requirements) at any time during the work day or anywhere on any Employer premises or job sites, including all Employer buildings, properties, vehicles and the Employee's personal vehicle while engaged in Employer business;
- C. illegally selling, purchasing or delivering any illegal drug (unless in accordance with duty requirements) during the work day or on the Employer's premises;
- D. 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;
- E. failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking;

- F. failing to submit to or cooperate with testing as required herein.

Section 23.4: Drug and Alcohol Testing Permitted

A. Reasonable Suspicion Testing

Where the Employer 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 Employer shall have the right to require the Employee to submit to alcohol or drug testing as set forth in this Agreement.

B. Random Testing

All bargaining unit members 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 Employer's designated drug testing facility. The Employer will be permitted to have four (4) random drawings per year with a maximum of twenty-five percent (25%) of total bargaining unit membership tested per drawing. No employee will be subject to more than three (3) random tests per calendar year.

Section 23.5: Reasonable Suspicion Procedures - Drug or Alcohol

- A. 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.
- B. 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.
- C. 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.
- D. An employee under reasonable suspicion of violating this Article may be removed from active duty by the Sheriff without losing any pay or benefits pending the outcome of the testing process.
- E. 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.

- F. 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.

Section 23.6: Random Testing Procedures - Drag

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

Section 23.7: 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 ail 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.

Section 23.8: Drug Testing Procedures in General

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

- A. Only a clinical laboratory approved under the HHS Workplace Drag and Alcohol Testing Program or one that has been stipulated to by the parties shall be used to test urine for drugs.
- B. 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.
- C. To ensure confidentiality of test results, only the employee's social security number shall be used to identify the test sample.
- D. Any employee reporting for drug testing shall report without a firearm on their person.

- E. 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.
- F. 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.
- G. 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.
 - 1. Reasonable amounts of water may be given to the employee to encourage urination.
 - 2. 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.
 - 3. Failure to submit a urine sample within the prescribed period shall result in the HHS "Shy bladder protocol" being enacted.
 - 4. Failure to cooperate shall be considered a refusal to test.
- H. 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.
- I. 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.
- J. Any sample that tests positive in the initial screening for drugs must be confirmed by gas chromatography with mass spectrometry.
- K. 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.
- L. 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 Employer inconsistent with the understandings expressed herein (i.e. billing for testing reveals the nature or number of tests administered), the Employer 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.

- M. Each employee tested shall be provided with a report of the results of each drug test that includes the following information:
1. The type of test(s) conducted for both initial screening and confirmation, if any; and
 2. The results of each test, i.e., whether the test was positive or negative; and
 3. 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; and
 4. Any other information or reports received by the Sheriff from the laboratory.
- N. 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.
- O. The Sheriff shall provide each employee with a positive result on my 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.
- P. 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.

Section 23.9: Positive Test Result:

- A. 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

- B. 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
- C. 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.
- D. 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
6acetyl morphine 10 ng/mL (conduct this test only when specimen contains morphine at a concentration greater than or equal to 2000 ng/mL)
- E. 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.

Section 23.10: The Role of the Designated MRO:

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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; or
 3. Other circumstances provided for under HHS standards.
- F. If a test is verified positive under the circumstances specified in paragraph E (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.
- G. Following verification of a positive test result, the MRO shall, refer the case to the Sheriff or his designee.
- H. In situations in which the employer 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.
1. 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.
 2. If the results of the split specimen are "negative", this finding shall be deemed conclusive, and the matter concluded.

- I. If an employee has not contacted the MRO within seventy-two (72) business hours, as provided in paragraph H of 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.
- J. 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.
- K. 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.
- L. 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.
- M. The legal right of all personnel to maintain confidentiality in the results of their drug tests shall be observed.

Section 23.11: Employees Receiving Confirmed Positive Results

- A. 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.
- B. 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 Employer shall not discipline the employee based on the results of the test provided the following conditions have been met:
 - 1. 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.
 - 2. 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.

3. The employee agrees that the Employer 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.
4. If any of the tests administered above result in a positive test, the employee shall be subject to disciplinary action.
5. The provisions of this Section do not relieve the employee from the reporting requirements of Section X.2E.

Section 23.12: Drug Testing Records

Except as provided for in this policy, all records pertaining to Sheriff 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.

Section 23.13: Alcohol Testing

- A. Upon reasonable suspicion an Employee may be ordered to undergo a breath alcohol test (BAC).
- B. 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 Employer from attempting to show that the Employee was under the influence at a lesser concentration).

Section 23.14: 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 Article.

Section 23.15: Voluntary Requests for Assistance

The Employer 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 Employer to submit to testing in accordance with this Article, other than the Employer may require reassignment of the Employee with pay if he is then unfit for duty in his current assignment. The Employer 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 Employer, through whoever 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 Employer to submit to testing, shall not be subject to any disciplinary or other adverse employment action for drug or alcohol use by the Employer. The foregoing is conditioned upon:

- A. the Employee agreeing to appropriate treatment as determined by the physician(s) involved;
- B. the Employee discontinues his use of illegal drugs or abuse of alcohol;
- C. the Employee completes the course of treatment prescribed, including an "aftercare" group for a period of up to twelve(12) months;
- D. 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;
- E. 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 Employer to retain an Employee on active status throughout the period of rehabilitation if it is appropriately determined that the Employee's current use of alcohol or drugs prevents such individual from performing the duties of a police officer 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 Employer's right to discipline Employees for misconduct provided such discipline shall not be increased or imposed due to alcohol or drug abuse.

Section 23.16: Discipline

Employees who do not agree to or who do not act in accordance with the provisions of this Article, 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 Employer 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 of Section 23.13 shall be subject to discipline, up to and including discharge.

The Employer retains the authority to discipline Employees for inappropriate conduct independent of this Section.

Section 23.17: 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 officer, 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.

ARTICLE XXIV
EXECUTION

In good faith and in witness of this Agreement, we the undersigned, as authorized agents for the parties, do hereby and mutually set forth our hands on the dates set forth below:

For the County of Will:

Lawrence M. Walsh

Lawrence M. Walsh
Will County Executive
As Presiding Official of the Will
County Board

Pursuant to Resolution # 18-339

1/17/19
Date

Mike Kelley

Mike Kelley
Will County Sheriff

1-16-19
Date

For the Union:

[Signature]
FOP Labor Council

1/28/19
Date

[Signature]
FOP Labor Council

2-4-19
Date

[Signature]

2-4-19

[Signature]

2-4-19

[Signature]

2-4-19

2/5/2019

APPENDIX A
(Discipline)

THE EMPLOYEE IS TO EXECUTE ONE, BUT NOT BOTH, OF THE FOLLOWING OPTIONS IN ORDER TO ELECT THE FORUM IN WHICH TO CONTEST DISCIPLINE:

OPTION 1: ELECTION TO USE THE GRIEVANCE/ARBITRATION PROCEDURE:

ELECTION, WAIVER AND RELEASE TO USE GRIEVANCE/ARBITRATION WITH REGARD TO DISCIPLINE WHICH WOULD OTHERWISE BE SUBJECT TO THE JURISDICTION OF THE WILL COUNTY SHERIFF'S OFFICE MERIT COMMISSION

I, _____, being proposed for discipline by the Sheriff (including suspension from duty with or without pay or termination of employment) hereby elect to pursue a grievance over such discipline according to the appropriate provisions of the collective bargaining agreement between the County of Will/Will County Sheriff, and the Illinois Fraternal Order of Police Labor Council. I agree that such grievance shall be my sole remedy to the exclusion of other remedies available to me under Illinois law, including, but not limited to, the Sheriff's Merit System Law (55 ILCS 5/3-8001 et seq.), as amended

I acknowledge that by making this election of remedy I am waiving the rights and remedies of any alternative review or appeal procedure available to me, such as provided for under any Illinois law, rule or regulation, including, but not limited to, the Sheriffs Merit System Law (55 ILCS 5/3-8001 et seq.), as amended, in favor of the rights and remedies afforded to me under the provisions of the collective bargaining agreement between the County of Will/Will County Sheriff, and the Illinois Fraternal Order of Police Labor Council. Furthermore, I acknowledge and agree that execution of the Election, Waiver and Release shall be a prerequisite to processing of any grievance concerning the proposed discipline of me by the Sheriff. By selecting the grievance process alternative, I acknowledge my understanding that the Sheriff has the right to unilaterally impose the proposed discipline immediately, subject to possible later modification or reversal by an arbitrator should I or the Union choose to pursue a grievance through arbitration.

By election to file a grievance over my suspension or discharge, I hereby release the County of Will, Will County Sheriff, the Will County Sheriff's Office Merit Commission and the Illinois Fraternal Order of Police Labor Council, as well as their officers, directors, agents, employees, attorneys, and other representatives from any and all liability which flows as a consequence of my election.

Signed this _____ day of _____, 20____.

By: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public, Illinois
My commission expires _____

Received by the Sheriff's Office: _____, 20____.

OPTION 2: ELECTION TO HAVE A HEARING BEFORE THE WILL COUNTY SHERIFF'S OFFICE MERIT COMMISSION AND TO WAIVE GRIEVANCE/ARBITRATION:

ELECTION, WAIVER AND RELEASE TO HAVE A HEARING BEFORE THE WILL COUNTY SHERIFF'S OFFICE MERIT COMMISSION AND TO WAIVE THE GRIEVANCE/ARBITRATION PROCEDURE

I, _____, being proposed for discipline by the Sheriff (including suspension from duty with or without pay or termination of employment) hereby elect to have a hearing over such discipline before the Will County Sheriff's Office Merit Commission in accordance with their rules and the laws of the State of Illinois. I agree that such hearing shall be my sole remedy to the exclusion of other remedies available to me, including but not limited to, the grievance/arbitration procedures of the collective bargaining agreement between the County of Will/Will County Sheriff, and the Illinois Fraternal Order of Police Labor Council.

I hereby acknowledge that charges will be filed requesting my suspension without pay or my termination with the Will County Sheriff's Office Merit Commission.

By election to have a hearing before the Will County Sheriff's Office Merit Commission over my suspension or discharge, I hereby release the County of Will, Will County Sheriff, the Will County Sheriff's Office Merit Commission and the Illinois Fraternal Order of Police Labor Council, as well as their officers, directors, agents, employees, attorneys, and other representatives from any and all liability which flows as a consequence of my election.

Signed this _____ day of _____, 20__.

By: _____

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public, Illinois
My commission expires _____

Received by the Sheriff's Office: _____, 20__.

[Effective March 1, 2019]



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
HSA Employer Contribution					
Individual	\$1,350		Not available		Not available
Family	\$2,700				
Annual Deductible			Salary < \$50,000	Salary > \$50,000	
Individual	\$1,350		\$350	\$500	None
Family	\$2,700		\$700	\$1,000	None
Out-of-Pocket - Includes Deductibles, Copays, and Coinsurance					
Maximum*					
Individual	\$3,000	\$5,625	\$2,000	\$5,625	\$2,000
Family	\$6,000	\$11,250	\$4,000	\$11,250	\$4,000
Lifetime Maximum	Unlimited				
Co-Insurance**	85%	60%	85%	60%	100%
Physician Care Office Visits					
PCP Copay / Coinsurance	85%	60%	85%	60%	\$20 copay
Specialist Copay / Coinsurance	85%	60%	85%	60%	\$30 copay
Preventive Care***	100% covered	Not covered	100% covered	Not covered	100% covered
Hospital Services					
In-patient Hospital#	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%
Out-Patient Hospital	85%	60%	85%	60%	\$50 copay, then 100%
Emergency Services					
Hospital Emergency Room	\$150 copay, then 85%		\$150 copay, then 60%		\$150 copay, then 100%
Urgent Care	85%	60%	85%	60%	100%
Prescription Drugs					
	Subject to deductible, then:		In-Network	Out-of-Network	In-Network Only
Retail (30-day supply)					
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 [†]
Mail Order (90-day supply)					
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
Coverage Tiers	Bi-Weekly Per-Paycheck Pre-Tax Deductions				
Employee Only	3% of base pay				
Family	4% of base pay				
	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.

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

BlueCare[®] 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[®] 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

Effective 01/01/2018

Benefits	Contracting Network Provider PPO*	Non-contracting Provider Non-PPO*
Benefit Period Maximum	\$1,675 for contracting providers and \$1275 for non-contracting providers. Dollars feed both buckets.	
Deductible	\$50 per person per benefit period \$150 maximum per family (Deductible does not apply to preventive and orthodontic services.)	
Dependent Coverage	Spouse and dependents up to age 26	
Preventive Services 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
Emergency Services Emergency Exams Treatment for the relief of pain	100% of Maximum Allowance	100% of Usual & Customary
Primary Services 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
Major Services Inlays, Onlays and Crowns (other than temporary crowns) Full and Partial Dentures Bridges Implants Crown, Bridge and Denture Repairs Denture Adjustments, Rebasings and Relining	50% of Maximum Allowance	50% of Usual & Customary
Orthodontics 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 1st and runs through the following March 15th.

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 1st and runs through the following June 30th.

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

ADDENDUM TO COLLECTIVE BARGAINING AGREEMENT

Below is an Addendum to the Agreement between the County of Will/Will County Sheriff and the Will County Deputy Sheriff's Union regarding Special Events, specifically "Union Jobs". "Union Jobs" are scheduled and staffed by the Will County Deputy Sheriff's Union. To the extent that any provisions of this Addendum conflict with language contained in the Collective Bargaining Agreement, the language contained herein shall prevail. The language herein pertains only to "Union Jobs".

Special Events

- Any employee assigned to special events, shall be paid at the rate set by mutual agreement of the Sheriff and the Union.
 - o Rates to be as follows:
 - \$60 per hour (\$40 to Deputy, \$19 to County, \$1 to the Union)
 - \$82 per hour for "Premium Events" (\$60 to Deputy, \$20 to County, \$2 to the Union)
- The Sheriff or designee shall be notified of any special events or "Union Jobs" offered to the Union.
- The Employer assumes responsibility of payment of special event wages, earned by Employees, engaged in special events assignments, within two (2) pay periods after the Employer receives payment for the special event.
- Employees may not use compensatory time to work specialized events.
- A contract will be signed by parties utilizing employees and enforcement of said contract will be the responsibility of the Employer. Contracts will be maintained by the Will County Deputy Sheriff's Union and The Will County Sheriff's Office Payroll Department.

AGREED TO BY:

Mike Carver 5/10/16
President
For The Labor Council Date

Mike Kelley 5/11/16
For The Sheriff Date

[Signature] 5/11/16
Secretary
For The Labor Council Date

R. Costa 1064 5-10-16
For The Sheriff Date

**MEMORANDUM OF AGREEMENT
REGARDING 12 HOUR SHIFTS**

This Memorandum of Agreement ("Agreement") is hereby entered into between the Illinois Fraternal Order of Police Labor Council ("Union") as the sole and exclusive bargaining representative of all full-time Will County Deputy Sheriffs ("Deputies") in a non-supervisory rank, and the County of Will/Will County Sheriff ("Sheriff"), and the parties agree as follows:

1. The parties engaged in negotiations regarding the implementation of a 12-hour shift schedule for Deputies assigned to patrol which shall take effect December 6, 2015. To the extent that any provisions of the Collective Bargaining Agreement conflict with this Agreement, this Agreement shall control for the time period specified in paragraph 13 below.
2. The parties agree and acknowledge that the Sheriff is utilizing the Fair Labor Standards Act (FLSA) exemption 7(k).
3. The normal workday will be 12 hours. Each work cycle will consist of two consecutive weeks, totaling 80 hours of time on duty.
4. Each work cycle will contain one short shift, consisting of one 8 hour and six 12 hour shifts.
5. Deputies who work in excess of 80 hours in a 14 day work cycle will receive overtime pay. Overtime will continue to be paid at the rate of 1 and ½ times the regular rate of pay.
6. All benefit hours, including sick, holiday, vacation and personal time, will be converted to hours (i.e. 3 sick days would be converted to 24 hours of sick time), and will continue to accrue on an 8 hour basis wherever the Collective Bargaining Agreement provides for one day of accrued time.
7. In the event a Deputy attends a training course during the work cycle, the Deputy and watch commander will work out the remaining schedule to ensure the Deputy works 80 hours during the work cycle.
8. A Deputy who attends a training course which is more than 8 hours but less than 24 hours is expected to return to duty when the course concludes. The amount of time that the Deputy will be required to work to fulfill his/her duty assignment will depend upon the distance of the course location from Will County. A Deputy may choose to use personal or compensatory hours to fulfill the required 12 hour work day.
9. Each shift will consist of 2 teams, Team 1 and Team 2. Due to rotating days off between the 2 teams, the Team 1 will not have the same days off as the Team 2. Because teams don't share common days off, personnel shortages can be avoided. (A sample schedule is attached to this Agreement.)

10. No more than two deputies per Team may be off on vacation per week. Example: Two deputies on dayshift (6 a.m. to 6 p.m.) from Team 1 and Team 2 could take vacation on the week of Christmas.
11. Shifts will be selected by shift, zone and team. Example: Dayshift (6 a.m. to 6 p.m.), Northwest Area, Team 1, Team 2.
12. The parties agree to meet regularly to discuss any issues that arise during the implementation of 12 hour shifts.
13. The trial period for 12 hour shifts will be one year from the date of inception (December 6, 2015 or another mutually agreed date.). 12 hour shifts may continue beyond one year if the parties mutually agree. If the parties do not mutually agree to extend the 12 hour shift schedule beyond one year, the work schedule for Deputies in patrol will revert back to five 8 hour work days and the corresponding language in the Collective Bargaining Agreement.
14. The parties may mutually agree to change the terms of this Agreement.

This Agreement shall be attached to and become a part of the Collective Bargaining Agreement between the parties.

Dated: 11/18/15

County of Will/Will County Sheriff

Mike Kelley

IFOP Labor Council

Tommy
Bob Carver

4827-6230-5066, v. 1

IFOP LABOR COUNCIL & COUNTY OF WILL/WILL COUNTY SHERIFF

MEMORANDUM OF UNDERSTANDING

This Memorandum of Agreement is entered into this 17th day of October, 2016, by and between THE COUNTY OF WILL AND WILL COUNTY SHERIFF (the "Employer") and the ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL (the "Union").

The parties agree to implement the following changes of language in Section 9.11.1 Assignment Limitation effectively immediately:

1. Add the following language: At the Employer's sole discretion, these specialized unit assignments may be extended for up to two (2) years, for a total of six (6) years.

Section 9.11 Assignment Limitation

9.11.1 No member shall hold an assignment in any of the following specialized units: MANS, Tri-County Auto Theft, CP AT, Warrants, gang suppression unit, school resource officer and crime prevention / DARE, for more than four (4) consecutive years in the same unit. At the Employer's sole discretion, these specialized unit assignments may be extended for up to two (2) years, for a total of six (6) years. If the deputy so assigned has completed a minimum of four (4) years of consecutive service, or up to a maximum of six (6) years if there was an extension granted, in that assignment, as of the first week of September, each year, they shall be permitted to select their shift and area assignment in the patrol bureau only, during the annual shift selection process. An employee who leaves a specialized unit as a result of the term limitation of this section shall remain in the uniform patrol bureau (including civil process and court security) for at least one (1) year. An employee who leaves a specialized unit for any other reason shall be reassigned, by the Employer, to the Patrol Bureau (including civil process and court security) and be allowed to participate in the next annual shift bid.

Mike Kelley 10/25/16 *M. J. [Signature]* 10/22/2016
Will County Sheriff Date Union President Date

[Signature] 10/20/16
Union Date

[Signature] 10/24/16
FOP Labor Council Date