

Resolution

FI-R-0256-21

AUTHORIZATION OF CONTRACT WITH
POLICEMEN'S BENEVOLENT LABOR COMMITTEE, LOCAL #501(C)

WHEREAS, the Illinois Public Employee Labor Relations Act has established regulations regarding union recognition and collective bargaining in the State of Illinois; and

WHEREAS, a group of employees in the DuPage County Sheriff's Office has authorized the Policemen's Benevolent Labor Committee, Local #501(C) as their exclusive bargaining agent under the terms and conditions of the Act; and

WHEREAS, the Sheriff, County and the Policemen's Benevolent Labor Committee have been bargaining in good faith to reach agreement, and

WHEREAS, the union members have ratified a tentative agreement.

NOW, THEREFORE, BE IT RESOLVED that the County Board does hereby ratify, accept and adopt the Collective Bargaining Agreement attached to this resolution between the Policemen's Benevolent Labor Committee, Local #501(C), the DuPage County Sheriff and the County of DuPage; and

BE IT FURTHER RESOLVED that the County Board Chairman be authorized to execute said Collective Bargaining Agreement; and

BE IT FURTHER RESOLVED that the County Clerk transmit a copy of this resolution to the Human Resources Department, Sheriff's Office, and County Board Office.

Enacted and approved this 27th day of April, 2021 at Wheaton, Illinois.

DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _____
JEAN KACZMAREK, COUNTY CLERK

**COUNTY OF DUPAGE
AND THE
DUPAGE COUNTY SHERIFF**

and

**POLICEMEN'S BENEVOLENT LABOR COMMITTEE
ON BEHALF OF CHAPTER #501C**

Expiring November 30, 2022

Attachment: PBLC_Corrections_Agreement (FI-R-0256-21 : Authorization of Contract With PBLC, Local 501(C))

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PREAMBLE

This collective bargaining agreement is made and entered into by and between the County of DuPage and the DuPage County Sheriff (hereinafter, collectively referred to as the "Employer") and the Policemen's Benevolent Labor Committee, on behalf of Chapter# 501 C (hereinafter referred to as either the "Union" or "PBLC").

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

In consideration of the mutual promises, covenants and agreements contained herein, the parties hereto, by their duly authorized representatives and/or agents, do mutually consent and agree as follows:

ARTICLE 1. RECOGNITION

Section 1.1 - Representative Unit

The Employer recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages, hours of work, and other conditions of employment, as determined by law, for employees in the bargaining unit described below, and in compliance with such certification. The bargaining unit shall consist of all full-time employees as follows as certified by the Illinois State Labor Relations Board on March 16, 2017, in case No. S-RC-16-050:

Included: All full-time non-professional, civilian employees co-employed by DuPage County and the DuPage County Sheriff in the following titles: Civilian Court Security Officer; Civilian Jail Officer; Division I Assistant; Division II Assistant; Financial Services Manager; Medical Records Clerk; Micro Systems Specialist; Procurement Specialist; Senior Staff Assistant.

Excluded: All Deputy Sheriffs, all supervisory, managerial, professional and confidential employees, as well as all other employees of DuPage County and DuPage County Sheriff's Office.

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

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Section 1.2 - Local or Membership Activity

Neither the Employer nor the Local and/or Policemen's Benevolent Labor Committee shall interfere with the right of the Employees covered by this Agreement to become or not become members of the Local, and there shall be no discrimination against any such Employees because of lawful Local membership or non-membership activity or status.

Section 1.3 - Gender

Whenever the male gender is used in this Agreement, it shall be construed to include male and female employees covered by this Agreement. The pronouns "he, him, and his" shall refer to both males and females equally, unless the context clearly requires otherwise.

Section 1.4 - Definitions

For the purposes of this contract the following words are defined:

- "Day" includes Saturdays, Sundays and holidays, unless specifically excluded.
- "Work day" shall refer to the assigned shift or hours of work for an employee.
- "Shift" shall refer to a scheduled period of work, as determined by the Sheriff or his designee.
- "Watch" shall refer to a specific period of time covered by a Team of Civilian Jail Officers or Civilian Court Security Officers.
- "Shall," as used in this Agreement, means that the topic is mandatory.
- "May," as used in this Agreement, means that the topic is discretionary.

ARTICLE 2. MANAGEMENT RIGHTS

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

- a) plan, direct, control, and determine all functions, operations, standards and services;
- b) supervise, direct and evaluate employees;
- c) establish the qualifications for employment and employ employees;
- d) establish work rules, work schedules in accordance with Article 14 of this Agreement, work assignments and assign such to employees;
- e) hire, promote, transfer, schedule, and assign employees in positions and to create, combine, modify, and eliminate positions within the Sheriff's Office;
- f) suspend, demote, discharge, and take other disciplinary action against employees for just cause (with the exception of probationary employees, who may be discharged without cause);
- g) establish reasonable work and productivity standards and, from time to time, amend such standards;

- h) assign overtime, and determine the number of hours of work and shifts per week in accordance with Article 14 of this Agreement;
- i) maintain efficiency of operations and services of the Sheriff's Office;
- j) take whatever action is necessary to comply with State and Federal law, including taking personnel actions;
- k) secure, change or eliminate methods, equipment, and facilities for the improvement of operation;
- l) determine the kinds and amounts of services to be performed as it pertains to operations, and the number and kind of classifications to perform such services, to include revision, combination, addition or elimination of job classifications;
- m) determine the methods, means, organization and personnel by which operations are to be conducted, including services and staffing requirements by program, unit, and division;
- n) to contract out for goods;
- o) determine the standards of professionalism required of the employees, and from time to time, to change those standards;
- p) take whatever action is necessary to continue operations and functions in emergency situations;
- q) establish and implement a budget;
- r) make, alter and enforce rules, regulations, orders and policies to otherwise implement the management rights as enumerated above.

ARTICLE 3. UNION RIGHTS AND RESPONSIBILITIES

Section 3.1 - Labor/ Management Meetings

For the purpose of maintaining communications between labor and management, and in order to cooperatively discuss and solve problems of mutual concern that do not involve negotiations, the parties hereby agree that, upon the request of either party, there shall be labor management meetings, and such meetings shall be scheduled at a time, place and date mutually agreed upon, not to exceed four (4) meetings per year, unless agreed otherwise. The party calling the meeting shall prepare and submit an agenda at least seven (7) days prior to the scheduled meeting. If there is no agenda prepared and submitted by the requesting party, there shall be no meeting.

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

Section 3.2 - Designation of Stewards

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

Section 3.3 - Union Duty of Fair Representation

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

Section 3.4 - Access to Premises by Union Representative

Up to three (three) non-employee representatives of the Union shall, upon notice, be granted access to the premises of the Employer, upon the following conditions:

- 1) at least two (2) hours advance notice to the Sheriff or his designee is provided prior to the visit;
- 2) the visit is limited to a location or space provided or approved by the Sheriff or his designee;
- 3) the access is subject to reasonable monitoring by the Sheriff or his designee without violating Attorney-Client or Union Agent privileges;
- 4) the visit does not disrupt the operations of the Sheriff's Office, employees who are working, or other persons having business with the Sheriff's Office;
- 5) the visit is limited to forty-five (45) minutes in duration, unless the meeting is called by the Employer or otherwise agreed upon.

Section 3.5 - Information Provided to Union

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

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

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

Section 3.6 - Union Orientation

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

Section 3.7 - Local Negotiating Team

Up to three (3) Members designated as being on the Local negotiating team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be released from duty in order to attend such negotiations with permission of the employee's supervisor and shall be allowed to use accrued benefit time in hourly increments.

Section 3.8 - Union Activity During Work Time

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

ARTICLE 4. UNION SECURITY**Section 4.1 - Dues Deduction**

Upon receipt of a lawful written authorization, signed by the employees covered by this Agreement, in a form agreed upon by the Union and the Employer and attached as Appendix A, the Employer agrees to deduct from the employee's first two (2) paychecks each month the regular, uniform Union membership dues, unless such authorization is revoked by the employee. The dues shall be forwarded to the individual(s) designated by the Union to receive deductions within thirty (30) days of the date of the deduction. The regular uniform Union membership amount to be deducted, which will be the same dollar amount for each employee, in order to ease the Employer's burden in administering this provision, will be certified in writing by the Union to the Employer. This amount may be changed by the Union not more than once each year, upon prior written notice to the Employer. The aggregate deductions of all employees and a list of their names shall be remitted monthly to the Union at the address designated in writing to the Employer by the Union. Authorization for such deduction shall only be revocable upon the employee providing thirty (30) days written notice to the Employer and to PBLC.

Section 4.2 – Fair Share [Intentionally Left Blank]**Section 4.3 - Indemnification**

The Union shall indemnify and hold harmless the Employer, its elected representatives, officers, administrators, agents and employees from any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any

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action taken or not taken by the Employer for the purpose of complying with the provisions of this Article, or in reliance on any written checkoff authorization furnished under any of such provisions.

ARTICLE 5. NON-DISCRIMINATION

Section 5.1 - Prohibition Against Discrimination – Public Labor Relations Act

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

Section 5.2 - Prohibition Against Discrimination – EEO

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

Section 5.3 - Prohibition Against Discrimination – Union Memberships

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

Section 5.4 - Grievances

The parties agree that any violation of Article 5 of this Article may be grieved and processed through Step Two, the last step in the Grievance Procedure prior to arbitration.

ARTICLE 6. PROBATIONARY PERIOD AND SENIORITY

Section 6.1 - Probationary Period

All newly hired employees or members transferred into the bargaining unit are probationary Employees. The probationary period for all newly hired employees and those persons transferred into the bargaining unit, shall be twelve (12) months continuous employment less any paid or unpaid leave of absence beginning from their hire date or their transfer date. The probationary period for all newly hired employees and persons transferred into the bargaining unit, may be extended up to an additional six (6) months, at the sole discretion of the Sheriff. Upon successful completion of the probationary period, an employee shall acquire seniority, which shall be retroactive to his/her last date of hire in a full-time position included within the bargaining unit.

During the probationary period, an Employee who fails to demonstrate the ability and qualifications necessary for satisfactory job performance or on the basis of any other reasons deemed sufficient by the Sheriff may be discharged for any reason not prohibited by law.

A probationary employee shall have no recourse to the grievance procedure to contest any discipline imposed on the employee or to contest a discharge pursuant to this Section.

Section 6.2 - Definition of Seniority

For the purpose of this Agreement, seniority shall be defined as an employee's length of continuous full-time service with the Sheriff's Office ("Office hire date"), excluding time off due to layoff or any other unpaid leave of absence. There shall be no seniority among employees serving a probationary period within the collective bargaining unit.

Seniority shall be applied as follows:

- 1) If an employee is assigned to any position under this collective bargaining agreement, they shall keep their Office hire date for seniority for purposes of accruing benefits (*i.e.*, sick time, vacation time, etc.).
- 2) When selecting/bidding for vacation time, the employee's Office hire date shall be utilized.
- 3) If an employee is transferred to a position outside of the bargaining unit and later returns to the bargaining unit, their Office hire date shall be used for benefit calculation purposes and their previous seniority accumulation within the bargaining unit shall be restored for purposes of shift and vacation requests. Temporary transfers for a period not in excess of ninety (90) days shall continue to accrue seniority for all purposes.
- 4) If an Employee transfers into the bargaining unit from a position outside the bargaining unit, the Office hire date shall be utilized for accruing benefits (*i.e.*, sick time, vacation time, etc.).

Section 6.3 - Seniority List

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

Section 6.4 - Termination of Seniority

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

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

Section 6.5 - Seniority While on Leave of Absence

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

Section 6.6 - Accrual of Seniority

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

ARTICLE 7. DISCIPLINE AND DISCHARGE

Section 7.1 - Discipline

Discipline may be imposed upon probationary employees by the Sheriff or his designee(s), without just cause and without recourse to the grievance procedure set forth in Article 8 of this Agreement.

Disciplinary action may be imposed by the Sheriff or his designee(s) upon a post-probationary employee, but only for just cause. Discipline imposed on post-probationary bargaining unit members is solely and exclusively subject to review under the grievance procedure.

Oral or written reprimands imposed upon non-probationary bargaining unit members are subject to review under the grievance procedure, but only to Step Two. Discipline imposed on non-

probationary bargaining unit members of a one (1) day suspension without pay or greater is subject to review under the grievance procedure, including arbitration.

Nothing in this Agreement is intended or should be construed to waive an employee's right to union representation during questioning that the employee reasonably believes may lead to discipline, as contained in such cases as *Central Management Services and Corrections* (Morgan), 1 PERI par. 2020 Central ISLRB, (1985), and *NLRB v. Weingarten*, 420 U.S. 251 (1975).

Section 7.2 - Pre-Discipline Meeting

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

Section 7.3 - Notice of Discipline

In the event disciplinary action is taken against an employee, other than oral discipline, the Employer shall furnish written notice to the employee, which shall generally state the reasons for such discipline. The Employer shall notify the employee of any discipline within ten (10) days of the completion of the Employer's investigation. A copy of such written notice should be maintained in the employee's personnel file.

Section 7.4 - Outside Employment While on Suspension Without Pay

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

Section 7.5 - Limitations

The Employer shall recognize and/or utilize only that disciplinary history appropriately documented and currently filed in the employee's personnel files located in the Sheriff's Office of Professional Standards and Conduct and the Administrative Office. No other working files shall be utilized by other management staff for discipline.

ARTICLE 8. GRIEVANCE PROCEDURE

Section 8.1 - Definition of Grievance

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

A grievance shall contain a complete statement of facts surrounding the grievance, the specific Articles and Sections of this Agreement allegedly violated, how such violation occurred, the date of the alleged violation and the relief sought. The grievance document shall be signed and dated by the grievant and the Union representative. Only one subject matter shall be covered in any one grievance, concerning violations of one or more sections of the Agreement.

Section 8.2 - Class Grievance

The Union may file a Class Grievance if it affects two (2) or more bargaining unit members whose grievances involve the same issues, interpretations, and contract provisions so that a decision as to one (1) grievant shall be decisive as to all members of the class. All such Class Grievances will be submitted by the Union President or President of Local #501C, and/or their designee shall be required to contain a complete statement of the facts surrounding the alleged violation, the names of all bargaining unit members alleged to be entitled to relief (known to the Union at the time of filing), the specific Articles and Sections of this Agreement allegedly violated, the date(s) of the alleged violation(s), and the relief sought.

Section 8.3 - Use of the Grievance Procedure

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

Section 8.4 - Step One

As a general rule, an employee who has a grievance should first attempt to resolve the grievance informally with his/her immediate supervisor. If the immediate supervisor is unable to resolve the grievance, the employee or Union representative will submit the grievance in writing to their designated Bureau Chief or designee, specifically indicating that the matter is a grievance under this Agreement. The written grievance shall contain a complete statement of facts surrounding the employee's complaint (including, but not limited to, the name of the grievant), the specific Articles and Sections of this Agreement allegedly violated, the date of the alleged violation, a reasonable appraisal of how the violation occurred, and the relief sought. The grievance document shall be signed and dated by the grievant and the Union representative.

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

The Bureau Chief or designee shall provide an answer in writing no later than seven (7) calendar days from the receipt of the Step One grievance, generally stating whether the Employer is granting or denying the grievance and the reason(s) why.

Section 8.5 - Step Two

If the grievance is not resolved at Step One, or the Bureau Chief's response is not received within seven (7) calendar days following receipt of the Step One grievance, and the employee wishes to appeal the grievance to Step Two of the grievance procedure, the appeal shall be submitted to the Sheriff or designee within seven (7) calendar days after the receipt of the Bureau Chief's written response to the Employee, not including the day the response was received, or the day the response was due, if no response was received.

The written appeal shall generally state the basis upon which the employee believes the grievance was improperly denied at the previous step of the grievance procedure. In addition, for Class Grievances filed pursuant to Section 8.2 of this Agreement, the Union shall be required to provide to the Sheriff or designee the names of each bargaining unit member who is alleged to be entitled to relief that was not known at the time that the grievance was filed at Step One. The Sheriff or designee shall offer to discuss the grievance with the grievant and an authorized representative from the Union. If no settlement of the grievance is reached, the Sheriff or designee shall provide a written response to the grievant within seven (7) calendar days after receiving the written Step Two grievance, not including the day the response was received, or the day the response was due if no response was received, generally stating the basis upon which the Employer is denying the grievance.

Section 8.6 - Step Three

If the grievance is not resolved at Step Two of the grievance procedure, or the written answer to the grievant is not given to the employee in a timely manner, and the Union wishes to appeal the grievance from Step Three of the grievance procedure, the Union may refer the grievance to arbitration. Notice that the Union is referring the dispute to arbitration shall be made to the Sheriff, or his designee, within twenty-eight (28) calendar days of receipt of the written answer as provided to the grievant or the Union at Step Three, not including the day the response was received, or within twenty-eight (28) calendar days of the day the response was due, if no response is received. This time requirement may be waived by mutual agreement of each party.

If the grievance is appealed to arbitration, representatives of the Employer and the Union shall attempt to agree upon an arbitrator within seven (7) calendar days after the receipt of the notice of referral to arbitration. In the event the parties are unable to agree upon an arbitrator within said period, the parties shall jointly request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service who are members of the National Academy of Arbitrators residing in Illinois, Indiana, Iowa, or Wisconsin and who also maintain an office in Illinois. The parties shall, without undue delay, alternately strike the name of an arbitrator, with the party requesting arbitration making the first strike. The person whose name remains shall be the arbitrator, provided that each party, before striking names, shall have the right to reject one (1) panel of arbitrators. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union requesting that he/she set a time and date for the hearing, subject to the availability of the Employer and the Union representatives. The arbitrator shall notify the Employer and the Union of the mutually agreed upon date and time of the hearing.

No more than one grievance may be submitted to any one arbitrator at any one time, without the consent of both parties. The parties shall share fees and expenses of the arbitrator (including the cost of the court reporter), arbitration hearing, and the cost of the arbitrator's copy of the transcript equally incurred from arbitration. The costs of the arbitrator's fee, arbitration and the arbitration hearing shall be divided equally between the parties; provided that each party shall be responsible for compensating its own representatives and witnesses.

Section 8.7 - Time Limits

Grievances may be withdrawn at any step of the procedure. If a grievance is not presented by the employee or by the Union within the time limits set forth above, it shall be considered "waived" and may not be pursued further. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Sheriff's last answer. Grievances not discussed or answered by the Employer within the designated time limits stated in this grievance procedure shall be viewed by the Union as denied and the Union may elect to appeal the grievance to the next step of the grievance procedure. The parties may, by mutual agreement in writing, extend any of the time limits set forth in this Article, but no extension of time shall be implied by any action or inaction of either party, if not expressly stated in writing.

Section 8.8 - Information Requests

The Employer recognizes the legal rights of the Union to information necessary to process grievances. Upon request, the Employer will provide the Union with such information as is required by law, and the Union will respond in like fashion to any lawful Employer request for information.

Section 8.9 - Grievance Processing and Grievance Meetings

Employees and/or the Union representatives shall investigate and/or file grievances only on their non-work time (which, under this Agreement, means before work, after work, during approved breaks or during a reasonable lunch period subject to emergency work duties) and only in a manner which will not disturb other employees who are working. In the event a grievance meeting(s) is scheduled by the Employer during the time the grievant(s) would otherwise be working, the grievant(s) shall be released from duty without loss of compensation for such time spent in such meeting(s). Grievance meetings will not take place on holidays, during the affected employee(s) vacations, or while on an Employer-approved leave of absence.

Section 8.10 - Waiver of Grievance Procedure

If an employee seeks resolution of a grievance in any other forum (*e.g.*, administrative or judicial tribunal), the Employer shall have no obligation to entertain or proceed further with the matter pursuant to the grievance procedures as to that grievant. This Section shall not preclude class grievances from proceeding, and shall not have estoppel effect on the Union's right to proceed

on a class grievance, but such class grievances shall exclude any employee who sought resolution of the grievance in another forum.

Section 8.11 - Authority of Arbitrator

The arbitrator shall have no right or authority to amend, modify, nullify, ignore, add to, or subtract from the provisions of the Agreement. The arbitrator shall consider and decide only the question as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall only be empowered to determine the issue raised by the grievance as initially presented in writing and shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall decide questions of arbitrability. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with any applicable laws or rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Sheriff or the County, which are granted to the Sheriff or the County by law, court decisions, or the provisions of this Agreement. Such decision and award of the arbitrator shall be final and binding on the Employer, the Union, and the employee(s) involved, unless reversed on appeal in accordance with the provisions of the Uniform Arbitration Act and/or the Illinois Public Labor Relations Act.

The arbitrator shall submit his decision in writing to the parties within thirty (30) days following the close of the hearing and the submission of briefs.

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

ARTICLE 9. LAYOFF AND RECALL

Section 9.1 - Layoff

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

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

Section 9.2 - Recall

Employees who are laid off shall be placed on a recall list. If there is a recall, employees who are on the recall list shall be considered before external candidates, provided they are presently qualified to perform the work in the job position to which they are recalled. Recall rights shall exist for a twenty-four (24) month period. If a permanent vacancy occurs in a bargaining unit classification, which the Sheriff decides to fill, a recall will be initiated and employees who have been laid off within the past twenty-four (24) months shall be offered the position in the reverse order of their layoff, if the Sheriff or designee determines that the laid off employee is qualified.

Section 9.3 - Severance Pay Policy

In the event of a layoff, and in lieu of impacts and effects bargaining, the employees covered by this Agreement shall receive severance pay, as enumerated in the following chart:

<u>Years of Service</u>	<u>Hours Paid</u>	
	<u>(Schedule for 40 hours/week)</u>	<u>(Schedule for 37.5 hours/week)</u>
1 year +1 day through 2 years	40	37.5
3 years + 1 day through 5 years	80	75
6 years + 1 day through 10 years	120	112.5
11 years +1 day through 15 years	160	150
16 years +1 day through 19 years	200	187.5
20 years or greater	240	225

Employees who receive retention benefits pursuant to Section 17.8 of this Agreement shall not be entitled to severance pay pursuant to this Section 9.3.

ARTICLE 10. HOLIDAYS

Section 10.1 - Employees Not Assigned To a Monday-Friday Work Schedule (Civilian Jail Officers - Receiving and Discharge)

For the term of this Agreement, non-probationary employees who are assigned to a shift different than a Monday through Friday schedule, and who do not receive designated holidays as time off (*i.e.*, Civilian Jail Officers – Receiving and Discharge) shall receive “holiday pay” for eleven (11) holidays. Such employees shall receive forty (40) hours of pay at the employee’s regular straight time hourly rate (“holiday pay”) on the first pay period in June and forty-eight (48) hours of pay at the employee’s regular straight time hourly rate (“holiday pay”) on the first pay period in December. This shall not preclude the Employer from unilaterally increasing the number of recognized holidays.

Section 10.2 - Employees Assigned To a Monday-Friday Work Schedule

For all bargaining unit members who are assigned to a Monday – Friday work schedule, the County shall determine the designated holidays, for which the employee shall receive the holiday off with pay (“paid holidays”). There shall be eleven (11) designated paid holidays. The holiday schedule shall be announced prior to the vacation calendar being distributed. This shall not preclude the Employer from unilaterally increasing the number of recognized holidays.

Section 10.3 - Requirements

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

If an individual employee who is assigned to a non-rotating days off shift cycle under the terms of this Agreement is required to work on a holiday, said employee shall be paid time and-a-half (1 1/2) his/her regular rate of pay.

Section 10.4 - Eligibility

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

In order for an employee to be eligible for holiday pay, the employee must work or take an approved leave on the last regularly scheduled work day immediately preceding the holiday and the first regularly scheduled work day immediately following the holiday, unless absent for good cause, which absence is approved by the Sheriff or his designee(s), such approval shall not be unreasonably withheld.

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

Section 10.5 - Holiday During Vacation

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

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

ARTICLE 11. VACATION

Section 11.1 - Accrual of Vacation Benefits

All full-time bargaining unit employees covered by this Agreement shall be entitled to utilize vacation with pay, commencing on the first day of the month following satisfactory completion of probation. Vacation shall accrue on the first day of each month following the date of hire, in accordance with the schedule below.

YEARS OF CONTINUOUS SERVICE	VACATION HOURS ACCRUED ANNUALLY	ACCRUED HOURS PER MONTH	REGULAR HOURS WORKED PER WEEK
0 through the completion of the fourth (4 th) year	80 Hours 75 Hours	6.67 Hours 6.25 Hours	40.00 37.50
Beginning of the fifth (5 th) year through the completion of the ninth (9 th) year	120 Hours 112.5 Hours	10.00 Hours 9.37 Hours	40.00 37.50
Beginning of the tenth (10 th) year through the completion of the nineteenth (19 th) year	160 Hours 150 Hours	13.33 Hours 12.5 Hours	40.00 37.50
The beginning of the twentieth (20 th) year or more	200 Hours 187.5 Hours	16.67 Hours 15.63 Hours	40.00 37.50

The date of hire at the Sheriff's office is to be utilized to calculate vacation time. Accrual of vacation time ceases during any medical or personal leave of absence of over thirty (30) calendar days.

Section 11.2 - Vacation Pay

All Vacation leave will be paid for at the employee's hourly rate. Vacation hours shall count as time worked for the purposes of calculating overtime.

Section 11.3 - Use of Vacation Time and Cancellation

Vacation benefits may be taken in increments of the number of hours required to take off one complete scheduled shift, but no less, without prior authorization of the Sheriff or his designee. In addition, a "working day," for purposes of this Article, shall not include a day on which an employee is regularly scheduled off from duty. Consequently, an employee may elect to schedule his vacation time in conjunction with days off that the employee is regularly scheduled off from duty, without such regular days off being charged against his earned vacation accrual.

Vacation dates may be changed or canceled by the Sheriff or his designee(s) in the event of exigent circumstances. In the event of such cancellation, the re-scheduling will be accomplished in accordance with the provisions of this Agreement. In the event a covered employee shall experience out of pocket expenses incurred as a result of such cancellation, the employee shall submit written proof of such loss, for consideration by the Employer for purposes of reimbursement.

On or before November 1 of each year, the Sheriff or his designee shall post the vacation schedules for each classification for available vacation during the upcoming calendar year. The employees shall select their vacation preferences in order of Office seniority within their assigned team/shift, with the most senior employee having the first choice, the next most senior employee having the second choice, and so on. Vacation shall be scheduled in full week increments, unless the employee does not have a full week of vacation to schedule. Not more than one (1) employee per classification per shift shall be permitted to schedule vacation on any day. Civilian Jail Officers shall be required to schedule all of their vacation during the annual vacation selection period. All vacation requests shall be submitted by December 28, of each year. The watch commander or supervisor of the assigned unit, shift or team shall be responsible for maintaining the vacation schedules, once approved, and ensuring that all requests for vacation time use have been submitted by the requesting member in writing prior to that member taking the vacation time.

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

Employees may request changes, in writing, to their vacations in any increment. Example: A member may request to change an already scheduled block of vacation time to another date, or they may request to change only a portion of scheduled vacation - one day, two days, etc., to another date. The Employer shall have the discretion to deny any request to change vacation that had been previously scheduled.

Section 11.4 - Vacation Carryover

It is expected that earned vacation will be taken during the calendar year. However, up to seventy-five (75) hours (for employees who are regularly scheduled to work thirty-seven and one-half (37.5) hours per week) or up to eighty (80) hours (for employees who are regularly scheduled to work forty (40) hours per week) of earned vacation time not taken during a calendar year may be carried over to the next year. Any amount in excess of seventy-five (75) or eighty (80) hours, whichever is applicable, must receive written permission from the Sheriff or his designee. Such requests shall not be arbitrarily denied. Any vacation in excess of seventy-five (75) or eighty (80) hours which has been authorized to be carried over into the next calendar year shall be used within the first quarter of that calendar year, or if not used, shall be forfeited.

Section 11.5 - Vacation Eligibility

Employees are eligible to use vacation in accordance with Section 11.3 of this Agreement, after it has accrued.

Section 11.6 - Payout of Vacation Benefits

The Employees covered by this Agreement shall receive payout of vacation benefits in accordance with the following:

A. Once a bargaining unit member has completed five (5) years of continuous service, they may elect to receive monetary payment for up to five (5) days or 37.5/40.0 hours of their earned vacation accrual at full value, in full day increments. Upon completion of fifteen (15) years of continuous service, the bargaining unit employee may elect to receive monetary payment for up to ten (10) days or 75/80 hours of their earned vacation accrual at full value, in full day increments. A bargaining unit employee is eligible to receive this payment one (1) time per calendar year.

B. If an eligible bargaining unit member elects to sell vacation time, the “pay date” determines the calendar year. For example, if a bargaining unit employee is requesting a payment at the end of the year (December), the “pay date” is the following calendar year (January). A bargaining unit member will not receive this payment if the vacation time is unearned.

C. Upon separation, bargaining unit members will receive monetary compensation for all earned vacation time which consists of the number of vacation days currently accrued based on the bargaining unit member’s years of service and a maximum of ten (10) days of banked vacation time. This amount shall not exceed a maximum of thirty-five (35) days. A day will be calculated at one-tenth (1/10th) of the normally scheduled bi-weekly work hours. Bargaining unit members will receive any earned vacation payout on their last paycheck.

ARTICLE 12. SICK LEAVE

Section 12.1 - Definition

Paid sick leave can only be used for an approved absence that falls under the following guidelines:

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

Section 12.2 - Sick Leave Accrual

Sick leave credits shall accrue during the initial probationary period of employment, but may not be utilized until six (6) months after the date of hire with the Sheriff's Office.

Sick time will be credited on a monthly basis, as follows:

- 1) Employees working 75.00 hours Bi-Weekly – 5.00 hours per month;
- 2) Employees working 80.00 hours Bi-Weekly – 5.33 hours per month; or
- 3) Any other Bi-Weekly hours should be prorated, not to exceed 64 hours of sick time annually.

All employees covered by this Agreement shall be allowed to accrue up to a maximum of one hundred twenty (120) days of sick leave. For purposes of this Article, a "day" is defined as 1/10th of the normally scheduled bi-weekly work hours.

Sick leave does not accrue during any personal leave of absence or any medical leave of absence greater than thirty (30) days. If the employee does not provide a minimum of two weeks' notice of termination, sick leave credit will be forfeited.

Section 12.3 - Notification and Use of Sick Leave

The employee must directly notify the Sheriff or his designee(s) on the first day of absence at least thirty minutes (30) before the start of the employee's work shift and every day thereafter that such employee is requesting sick leave for illness, injury, or a disabling condition, unless an exigent circumstance, such as injury or hospitalization prevents giving such notice. Failure to properly or timely report an illness may be considered as absence without pay and may subject the employee to discipline, as well. If the Sheriff or his designee does not consider circumstances adequate for the use of paid sick leave, additional documentation may be required, regardless of the number of shifts absent. If this additional documentation is not supplied, then the request for sick leave shall be denied, the time shall be charged to leave without pay, and discipline may be imposed.

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

Any employee determined by the Sheriff or his designee(s) to be abusing the provisions of the sick leave policy shall be subject to appropriate disciplinary action.

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

Section 12.4 - Sick Leave Payout

The Employer will continue to provide sick leave payouts for accrued, unused and banked sick leave, in accordance with the following:

A. Effective December 1, 2011, up to two hundred fifty (250) hours of sick time accrued, unused and banked was frozen for purposes of eligibility for monetary compensation (Bank A). At that time, any sick time over two hundred fifty (250) hours was forfeited. This accrued sick time (Bank A) will continue to be eligible for pay based on years of service at time of separation.

B. Bargaining unit members who elect to use sick time earned prior to December 1, 2011 (Bank A) will decrease their sick time bank, subject to the above options. Sick time earned after December 1, 2011 cannot be used to replace time deducted from this Bank A.

C. Sick time earned after December 1, 2011 (Bank B) may be accrued up to a maximum of one hundred twenty (120) days. Sick time will be calculated at one-tenth (1/10th) of the normally scheduled bi-weekly work hours. This Bank B will be maintained separately from Bank A sick time banked prior to December 1, 2011. Bank B sick time shall have no monetary value at the time of separation of employment or layoff. Sick time earned after December 1, 2011 (Bank B) may be used only as follows:

i. For the bargaining unit member's own health condition or to care for an immediate family member who requires the bargaining unit employee's care.

ii. To obtain service credit to the full extent allowed by Illinois law and IMRF policies, if any.

D. Eligible bargaining unit members may receive payment for accrued, unused Bank A sick time as indicated below, based on employment date.

E. Bargaining unit members who sign a formal notice of separation may receive such payment for accrued, unused Bank A sick time up to six (6) months prior to their separation.

F. Bargaining unit members may not request payment for any sick time that has not been earned.

G. For bargaining unit members hired prior to November 1, 2005,

i. Once a bargaining unit member accrues thirty (30) days of sick time, they have the option to receive monetary compensation for up to five (5) days of sick time, one time per calendar year, at the payout percentage indicated below.

ii. Upon separation or layoff, the bargaining unit employee has the option to either:

a. Receive monetary compensation for accrued, unused Bank A sick time based on the payout percentage indicated below; or

b. Obtain service credit to the full extent allowed by Illinois law and IMRF policies, if any.

Payout Schedule

<u>Years of Completed Continuous Service</u>	<u>Monetary Compensation Percentage Rate</u>
5 through 7 years	50%
8 through 10 years	67%
11 through 15 years	75%
16 years or greater	100%

H. For bargaining unit members hired after November 1, 2005:

For a bargaining unit member who has completed eight (8) years of service, upon separation or layoff, the bargaining unit employee will have the option to either:

i. Receive monetary compensation for accrued, unused Bank A sick time at 50% of the value; or

ii. Obtain service credit to the full extent allowed by Illinois law and IMRF policies, if any.

I. Bargaining unit members shall submit notice of resignation, in writing, fourteen (14) days prior to the effective date of same. Failure to give proper notification of resignation will result in the loss of sick pay and the bargaining unit member's ineligibility for rehire and ineligibility for recommendation.

Section 12.5 - Notification of Balances

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

Section 12.6 - Personal Time

All full-time employees are eligible for personal days. Newly hired employees must successfully complete the required probationary period before they are eligible for personal days. Employees shall be awarded five (5) personal days each calendar year. Each personal day shall be 1/10th of the employee’s normally scheduled bi-weekly work hours. Personal days may be taken anytime during the calendar year. Employees shall be required to request approval of time to the Bureau Chief or designee at least seventy-two (72) hours’ notice in advance. If exigent circumstances arise, employees shall be permitted to use personal time in increments less than a full shift, provided the employee’s request is approved by the Sheriff or designee.

During the first calendar year of employment, upon successful completion of the probationary period, the following schedule shall apply:

<u>Probationary Period Ends</u>	<u>Eligible For</u>
January – February	5 Days
March – April	4 Days
May – June	3 Days
July – August	2 Days
September – October	1 Day
November – December	None

An employee who separates employment will not receive payment for unused personal days. Personal days may not be carried over into the next year.

ARTICLE 13. LEAVES OF ABSENCE

Section 13.1 - Military Leave

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

Section 13.2 - Family Medical Leave

The Employer will comply with all Federal and State laws when granting Family Medical Leave, and with the Family Medical Leave Policy of the Sheriff’s Office (PER 1-1, Section BE), and may take any actions not inconsistent with such laws or the terms of this Agreement. Any dispute over an alleged violation of this section (13.2) may be pursued through the appropriate step in the grievance procedure, but shall not be subject to arbitration.

Section 13.3 - Bereavement/ Funeral Leave

When a death occurs in an employee's immediate family, all bargaining unit employees covered by this Agreement, upon request, shall normally be excused for up to three (3) working shifts, for the purpose of preparing for and attending the services and to handle personal affairs before or after the services.

To qualify for funeral leave, an employee must notify the Bureau Chief or designee of the need for funeral leave as soon as possible. An eligible employee shall be paid funeral leave at his normal straight time daily rate of pay for any day or days on which he is excused, but would have otherwise been scheduled to work.

For the purposes of this policy, "immediate family" members include: parent, child, mother-in-law, father-in-law, stepparent, stepchild, grandparent, spouse, sibling, sister-in-law, brother-in-law, grandparent-in-law, half-sister, half-brother, grandchild or civil union partner.

Any additional time off will be charged to, and limited by, any accrued compensatory time, sick leave and vacation time. Funeral leave is subject to the approval of the Bureau Chief or designee(s) and will require written documentation declaring the relationship to the employee, the date and the place of the funeral and proof of attendance where requested before payment is made.

Section 13.4 - Personal Leave of Absence

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

Section 13.5 - Occupational Disability's Compensation

The employer will follow State and Federal laws which provide for protection of employees experiencing occupational disabilities through accidents or illness in the course of employment. The employees covered by this Agreement shall receive occupational disability benefits in accordance with the Workers' Compensation Policy from the County's Personnel Manual at Chapter 6.3, as amended from time to time. If a conflict arises, State and Federal laws shall supersede said Chapter 6.3.

Section 13.6 - Non-Occupational Disability

The employees covered by this Agreement may receive non-occupational disability benefits in accordance with the IMRF Policy from the County's Personnel Manual at Chapter 6.2 as amended from time to time. These benefits are provided by IMRF and not by the Employer.

Section 13.7 - Benefit Continuation

The Employers shall follow Federal and Illinois Law in regards to Family Medical Leave (FMLA) and COBRA.

Section 13.8 - Return to Work

Prior to returning to work from a disability, the employee may be required obtain a written statement from a licensed care provider indicating the employee's ability to perform the essential job functions and the end date of the disabling condition. If an employee is returning from work from a non-FMLA disability leave of absence, the Employer shall have the right to have the employee undergo a medical examination by a medical professional designated by the Employer to determine whether the employee is able to perform the essential job functions with or without a reasonable accommodation. The employer will follow all State and Federal laws which provide for protection of employees experiencing occupational disabilities through accidents or illness in the course of employment.

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

ARTICLE 14. HOURS OF WORK AND OVERTIME

Section 14.1 - No Guarantee

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

Section 14.2 - Normal Work Hours/Meal Breaks

Normal Work Hours in effect for employees are described in the paragraphs which follow. The normal work schedule for full-time bargaining unit employees shall consist of eight and one-half (8.5) or eight (8) hour shifts, as specified in the following paragraphs, such that the employee is normally scheduled for thirty-seven and one-half (37.5) or forty (40) hours of work in a seven (7)-day work period. Except in an emergency, changes in the current normal work days, work schedules or work period may only be made by the Sheriff or his designee(s) as provided in this Article.

Employees working eight and one-half (8.5) or eight (8) hour shifts shall be granted, during each shift, a meal period of thirty (30) unpaid minutes, which shall be scheduled by the employee's supervisor. A meal period shall not be taken until the Employee is properly relieved.

Section 14.3 - Work Schedules by Unit

Employees assigned to R&D with the job title "Civilian Jail Officer" shall be assigned to one of the following shifts, five (5) days on, two (2) days off, with a monthly rotation:

- 0700 – 1530
- 1500 – 2330
- 2300 – 0730

Senior Staff Assistants Assigned to Records

Normal schedule is 0800-1630 Mon - Fri

Senior Staff Assistants Assigned to Warrants

Normal schedule is 0730-1600 Mon - Fri

Division I Assistants Assigned to Civil Department

Normal schedule is either 0800-1630 Mon - Fri or
0730-1600 Mon - Fri

Division I Assistants Assigned to R & D

Normal schedule is 0830-1630 Mon - Fri

Micro Systems Specialist

Normal schedule is 0800-1630 Mon - Fri

Employees Assigned to Court Security shall be assigned to one of the following:

0700-1500 Mon - Fri

0730-1530 Mon - Fri

0830-1630 Mon - Fri

1200-2000 Mon -Thurs; 1000-1800 Fri

Patrol Secretary

Normal schedule is 0800-1630 Mon - Fri

Senior Staff Assistants Assigned to Quartermaster

Normal schedule is 0700-1530 Mon - Fri

Medical Records Clerk

Normal schedule is 0700-1500 Mon - Fri

Court Liaison

Normal schedule is 0800-1630 Mon – Fri

Section 14.4 - Shift Exchange

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

Employees may request to exchange an RDO with other employees in the same classification, provided both employees are assigned to the same watch or division. The day(s) exchanged must be completed within fifty-six (56) days of each other and shall be limited to any normal workday

that personnel are scheduled to work within that watch or division. The employee requesting the exchange must complete the exchange day report and submit it to the employee's supervisor.

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

Section 14.5 - Overtime and Overtime Distribution

Employees shall receive overtime pay at the rate of one and one-half (1 1/2) times his hourly rate for all hours worked in excess of forty (40) hours in a seven (7) day work period. For the purpose of calculating overtime, "hours worked" shall include all hours paid, but shall exclude sick time utilized and paid holidays.

Nothing in this Agreement shall be construed to require the Sheriff or his designee(s) to fill any vacancy. The Sheriff and his designee(s) possess the right to assign overtime, and employees must work overtime as assigned by the Sheriff or his designee(s), in accordance with this Section.

Overtime shall be offered to employees within the classification in which overtime is needed to the employee with the most Office seniority first. Once the Office seniority list has been exhausted, employees from other classifications in the bargaining unit may be asked to work for overtime purposes, only if the employee has had prior working knowledge and experience. In the event that the overtime assignment remains unfilled, then bargaining unit employees in the needed classification will be ordered back to work in the order of reverse seniority, with the least senior bargaining unit employee in that classification ordered back to work first. Once a bargaining unit member is ordered back to work on an overtime assignment, such employee shall be skipped in the ordering-back process, until all other bargaining unit members in that classification have been ordered back, and then the process shall be repeated, as needed.

Section 14.7 - Compensatory Time

Compensatory time may be earned by an employee in lieu of overtime pay, upon request by the employee and with the agreement of the Sheriff or his designee and such agreement shall not arbitrarily be withheld. Employees may accrue up to forty (40) hours of compensatory time during each contract year. All earned but unused compensatory time will be paid out at the end of the contract year at the rate of pay in effect on November 30th and is not eligible to be carried over from year to year.

Compensatory time shall be taken in increments of hours or the number of hours required to take off one complete scheduled shift. Requests for the use compensatory time off must be made at least seventy-two (72) hours in advance of the day requested off. Compensatory time shall be reported in accordance with Sheriff's Office form number SO-00412 which may be modified by the Sheriff or his designee from time-to-time. Compensatory time off requests that unduly disrupt operations of the Sheriff's Office or provide insufficient notice shall be denied.

Nothing in this Section shall preclude the Sheriff from the right to request that an employee take compensatory time in lieu of overtime. In the event that request is made by the Sheriff or his designee, the employee has the right to decline the assignment. This provision does not apply to staffing overtime or hire backs.

Section 14.8 - Attendance at Court, Coroner Inquest or Administrative Hearings

Jury Duty - Employees who are called to serve on a jury during their scheduled work shift shall be granted a leave of absence with pay for the time they are required to serve on the jury. If the employee serves on a jury on his/her regular day off, said Employee shall not be compensated by the Employers. Employees shall sign their jury checks over to the Employer, unless the employee serves on a jury on his/her day off.

The employee shall present the court document which gives instructions to report for jury duty to the Sheriff or the Sheriff's Designee. The employee shall present a copy of the Jury Duty Payment check received to serve on the jury to the Sheriff or the Sheriff's Designee. If an employee is released from jury duty prior to the middle of his scheduled work shift, the employee shall return to work for the remainder of the work shift.

All employee benefits will continue in effect during jury duty. Seniority shall accrue while an Employee serves on a Jury Duty during their scheduled work shift.

Depositions - Employees who are required to give a Deposition in connection with their official duties on behalf of the County or Sheriff shall, as soon as possible provide notice to their Bureau Chief or designee to make arrangements for shift coverage, if necessary. Employees who are required to give a Deposition in connection with their official duties on behalf of the County or Sheriff shall be reimbursed for those hours they are required to give the Deposition, less payment received for giving the Deposition.

The employee shall submit documentation, as soon as possible, evidencing that he gave the Deposition to the Sheriff or his Designee along with a copy of the witness fee received to give the Deposition. If an employee is released from giving a deposition prior to the end of his scheduled work shift, the employee shall return to work for the remainder of the work shift. All employee benefits will continue in effect during the performance of deposition duties. Employees who appear for a Deposition who are Plaintiffs in any action against the Sheriff and/or the County shall not be paid for time away from work.

Court Appearances - Employees who appear in Court as the plaintiff, witness, or defendant in any action not directly related to his official duty shall not be paid for time away from work unless that time is accrued vacation or compensatory time. Such appearance shall not be in a Sheriff's Office Uniform and/or any clothing which tends to identify the employee as being associated with the DuPage County Sheriff's Office. Employees who appear in Court who are Plaintiffs in any action against the Sheriff and/or the County shall not be paid for time away from work unless that time is accrued vacation or compensatory time.

Employees who are required to appear in Court on their off-duty hours in connection with their official duties on behalf of the County/Sheriff shall receive a minimum of three (3) hours or the actual time worked, whichever is greater, at the appropriate rate. Court time shall be counted as time worked for purposes of calculating overtime. If a court time immediately precedes or follows an employee's scheduled shift, then the employee shall be compensated for only the actual time spent prior to, or after their scheduled shift, and there shall be no pyramiding of pay for such court appearance, as prohibited in Section 14.10 of this Agreement.

An employee called to testify in his official capacity on behalf of the Sheriff, and is compensated by the County/Sheriff for his time, shall turn over to the County any witness fees paid.

Hearing - If an employee is required by the Employer to attend an administrative hearing while off duty, in connection with their official duties on behalf of the Sheriff, in order to testify as a witness, the employee will be paid at the appropriate rate while off duty. If the employee is subpoenaed by the Union on their off duty time for any hearing they will not be compensated by the Employer.

Section 14.9 - Emergencies

In the event a bona fide emergency is declared by the Sheriff or his designee(s), as many of the employees shall be continued on duty for such number of hours as may be necessary.

Section 14.10 - No Pyramiding

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

ARTICLE 15. INSURANCE

Section 15.1 - Benefits and Premiums

Bargaining unit employees shall continue to receive the same health, dental and other insurance benefit options as other DuPage County employees, and, retroactive to December 1, 2019, at the same employee/dependent premium cost(s) as those other DuPage County employees. In no event will bargaining unit employees pay more in premiums or co-pays, or receive less health or dental benefit for the insurance option they choose than other DuPage County employees who choose that same option.

Life Insurance - The Employer will provide a \$25,000 life insurance policy at no cost to the employee, employees will be given the option to purchase additional life insurance at the rate paid by current employees, following separation from the Employer.

Section 15.2 - Retiree's insurance and Contribution and Early Buyouts

In accordance with Section 367j of the Illinois Insurance Code, employees covered by this Agreement who retire shall be allowed to continue coverage under the health plan in effect for all

active employees and shall pay for single/family coverage in an amount equal to that paid by other retired DuPage County employees who have selected the same health plan option. Members covered by this Agreement shall not be excluded from any early retirement incentive program offered to any other County employees. Social Security insurance is provided on a shared cost basis; the member and the employer will pay social security at the rates designated by the IRS. This coverage is provided from the date of hire.

ARTICLE 16. PERFORMANCE EVALUATIONS

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

When a probationary employee is under the direct supervision of a Field Training Officer, the FTO may evaluate him.

The Sheriff or his designee(s) may order a special performance review when deemed appropriate, including, but not limited to, periods when an employee's job performance is questionable, the employee is believed to be working below the level of performance necessary to accomplish the basic requirements of his position, or the employee is being considered for another position within the Sheriff's Office and the prospective appointment would occur before the end of a performance review period.

ARTICLE 17. MISCELLANEOUS

Section 17.1 - Personnel Files

Any employee may inspect his or her own personnel file twice a year, as per the Personnel Record Review Act, 820 ILCS 40/0.01 *et seq.* This may be done at any time which is mutually convenient to the Sheriff's Office and the employee. During this inspection, a personnel staff member must accompany the employee.

Section 17.2 - Outside Employment

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

Section 17.3 - Rules and Regulations

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

and/or policies and procedures.

Section 17.4 - Temporary Light Duty

Unless otherwise provided by law, the Sheriff or the Sheriff's designee may, at the Sheriff's or the Sheriff's designee's sole discretion, approve temporary light-duty assignment requests. Requests for temporary light duty shall be submitted in accordance with General Order PER1-2.1, which may be reasonably modified by the Sheriff or his designee from time to time.

Section 17.5 - Tuition Reimbursement

The employees covered by this Agreement shall receive tuition reimbursement benefits in accordance with the Tuition Reimbursement Policy from the County's Personnel Manual at Chapter 6.4, in effect as of July 1, 2019.

Section 17.6 - Adoption Assistance

The employees covered by this Agreement shall receive adoption assistance in accordance with the Adoption Assistance Policy from the County's Personnel Manual at Chapter 6.7, in effect as of July 1, 2019.

Section 17.7 - Pension Plan/Retirement

All members are also covered by a pension plan, as provided through the Illinois Municipal Retirement Fund as set forth in the Illinois Municipal Retirement Fund in the County Policy Manual at 6.2, in effect as of July 1, 2019. Complete details on eligibility requirements and event of coverage are made available to the member at the time of employment.

Section 17.8 - Employee Retention Program

A. ELIGIBILITY

1. All bargaining unit members who participated in the Illinois Municipal Retirement Fund and began their employment with DuPage County on or before November 30, 2002.
2. Eligibility begins at age fifty-five (55) and ten (10) years of continuous service or twenty (20) years of continuous service, independent of age.

B. GUIDELINES

1. At the time of voluntary separation or layoff, retention benefits will be paid based on the following schedule and eligibility:

Continuous Years of Service	Total Days
10 years	50 days
15 years	90 days
20 years	120 days

2. For purposes of this policy, continuous service will be calculated from the earlier date of hire with DuPage County, unless there has been a gap of over one year, in which case the most recent date of employment would be used to calculate retention benefits. Last day worked will be considered the final day of service.

C. PROCEDURES

1. Payment for applicable days will be made upon notice of separation.
2. If gap in service is one (1) year or less, any retention paid previously will be deducted from future retention payouts.
3. Pay will be calculated by using the following formula: a day will be calculated as one-tenth (1/10th) of the normally scheduled bi-weekly work hours.
4. Employees who sign a formal notice of separation may receive payment for retention benefits up to six (6) months prior to their separation date.

D. EXCEPTIONS

1. Employees who are involuntarily terminated are not eligible for this program.
2. Employees who have voluntarily resigned due to a conviction are not eligible for this program.

ARTICLE 18. SALARIES

Section 18.1 - Minimum Hourly Wages

The starting pay for any new employee is established by this Agreement, except the Employer reserves the right to establish the starting pay for any new hires in the Micro Systems Specialist classification, provided that such starting pay shall not exceed the most senior bargaining unit member in that classification. The minimum hourly wage for bargaining unit members, commencing on December 1, 2019 shall be as follows:

<u>Title</u>	<u>Hourly Rate</u>	(Annual Salary)
Senior Staff Assistants	\$16.60	(\$32,370)
Civilian Jail Officer	\$15.56	(\$32,365)
Division I Assistant	\$17.91	(\$34,925)
Division II Assistant	\$19.55	
Micro Systems Specialist	\$25.88	(\$50,466)
Procurement Specialist	\$15.31	
Medical Records Clerk	\$17.52	(\$34,164)
Civilian Court Security Officer	\$16.60	(\$32,370)

Section 18.2 - Annual Pay Increases

Employees in all job classifications who were hired on or before December 1, 2017, shall receive a 2.0% increase effective December 1, 2017.

Employees in all job classifications who were hired on or before December 1, 2018, shall receive a 2.0% increase effective December 1, 2018.

Employees who, on December 1, 2019, were earning more than the minimum hourly wage set forth hereinabove for their respective title shall receive a 2.0% increase effective December 1, 2019. In addition, all bargaining unit employees covered by this Agreement shall receive a 2.0% pay adjustment, effective the first pay period following December 1, 2020, and all bargaining unit employees covered by this Agreement shall receive a 2.0% pay adjustment, effective the first pay period following December 1, 2021.

ARTICLE 19. WORKING CONDITIONS

Section 19.1 - Communicable Diseases

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

Section 19.2 - Safety Training

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

ARTICLE 20. UNIFORM

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

All Micro Systems Specialists, Civilian Jail Officers, the Senior Staff Assistant assigned to the Quartermaster and the Division I Assistant assigned to R & D that are required to wear civilian polo's shall receive

1. four (4) long sleeve polo shirts
2. four (4) short sleeve polo shirts
3. one (1) long sleeve sweater

Court Security Officers shall receive

1. four (4) long sleeve shirts
2. four (4) short sleeve shirts
3. four (4) blue pairs of pants

Wearing, care and maintenance of Office uniforms and dress code while at work shall be in accordance with Office Policy PER 1-9, PER 1-9.1 and COR 6-3.13.1.

ARTICLE 21. EMPLOYEE DRUG, ALCOHOL AND OTHER TESTING

Section 21.1 - Employee Drug and Alcohol Testing Policy

It is the policy of the Sheriff that the public has the absolute right to expect that persons employed by the Sheriff will be free from the effects of drugs and alcohol. Accordingly, under the reasonable cause standard, the Employer may require employees to submit to random urinalysis testing and/or other appropriate drug and alcohol testing at a time and place designated by the Employer.

At the time of such testing, the employee may request that a blood sample be taken at the same time so that a blood test can be performed if the employee tests positive in the urinalysis test. If an employee tests positive in any such test, the test results shall be submitted to the Sheriff or his designee(s) for appropriate action. A portion of the tested sample shall be retained by the laboratory so that the employee may arrange for a confirmatory test to be conducted by a licensed clinical laboratory of the employee's choosing and at the employee's expense. The first time a non-probationary employee tests positive for drugs or alcohol in a test administered under this Section, the Sheriff, at his sole discretion, shall have the right to discipline the employee, up to and including termination.

The use, sale, purchase, delivery or possession of illegal drugs, abuse of prescribed drugs, failure to report to the Sheriff known adverse side effects of medication or prescription drugs which the employee may be taking, as well as being under the influence of alcohol or the consumption of alcohol while on duty or just before duty begins shall be cause for discipline, including discharge. For purposes of this Section, "under the influence of alcohol" shall be defined as a blood alcohol level of more than .02%, although a blood alcohol level of below .02% shall not preclude the Sheriff from establishing a violation of this Article by other means.

The Sheriff, or his designee, may also require an employee to submit to a urine and/or blood tests, if the Sheriff determines there is reasonable suspicion for such testing, and the basis for the determination of reasonable suspicion shall be reduced to writing. The illegal use, sale or possession of prescribed drugs at any time while employed by the Employer, abuse of prescribed drugs, as well as being under the influence of alcohol or the consumption of alcohol immediately before or while on duty, shall be cause for discipline up to and including termination.

Section 21.2 - Prohibitions Against Use or Consumption of Narcotics, Alcohol, or Other Substances Pursuant to this Agreement

A. Any location at which County or Sheriff's Office business is conducted, whether at the County Complex or any other work site, is declared to be a drug-free workplace. This will include County vehicles and any private vehicles parked on County premises or work sites.

B. All employees are prohibited from reporting for work with their physical or mental faculties adversely affected because of prior indulgence in alcohol, illegal drugs or through the misuse of prescription medications.

C. Employees are generally prohibited from consuming alcohol during their work hours. For rare and special occasions an employee may request prior approval from their supervisor. Exceptions to this are members whose assignments may require them to consume alcohol in the course of their job duties (*i.e.*, undercover assignments).

D. All employees are prohibited from unlawfully manufacturing, distributing, dispensing, or using controlled substances in or outside of the workplace. The following is a partial list of controlled substances. The Personnel Division can provide a complete listing and explanation of controlled substances. Controlled substances for purposes of this policy include: Narcotics (heroin, morphine, etc.), cannabis (Marijuana, hashish), Stimulants (cocaine, amphetamine, etc.), Hallucinogens (PCP, LSD, "designer drugs," etc.).

It is the employee's responsibility to inform their Department Head or Supervisor if the employee is currently on medication and is operating Sheriff's Office machinery or equipment. An employee may not have their work performance adversely affected by controlled substances or alcohol and still be in compliance with this policy.

Section 21.3 - Over-the-Counter/ Prescription Drugs

In the interest of public and employee safety, employees will in good faith, notify the Employer of any known side effects of over-the-counter or prescription drugs which may adversely affect job performance. A "known side effect" is an effect of an over-the-counter or prescription drug of which the employee has been informed by a physician or has experienced in the past. Upon notification, the Employer may reassign the employee for the period of time during which the employee is affected. Such notification by an employee, standing alone, will not result in disciplinary action. The Employer is in no way limited by this section from taking action under the disciplinary section of this Agreement if employee abuse of over-the-counter or prescription drugs warrants such action.

Section 21.4 - Type of Testing

Where the Employer has a reasonable suspicion that the employee has consumed alcohol during the course of their shift, or used illegal drugs, the Employer has the right to require the employee to submit to alcohol or drug testing.

Section 21.5 - Order to Take Test

The Employer shall provide the employee at the time he/she is ordered to submit to testing with a written notice of the order, setting forth at least some of the facts and inferences upon which the Employer bases its conclusion of reasonable suspicion. The employee shall have the right, upon request, to consult with a union representative and/or counsel prior to any questioning, so long as the request does not unreasonably delay the testing process.

Refusal to comply with the order to test shall subject the employee to discipline, but taking of a test shall not operate to waive any objection or rights the employee may have.

Section 21.6 - Tests to Be Conducted

The Employer shall use a clinical laboratory or hospital facility that is licensed per the Illinois Clinical Laboratory Act. The Employer shall establish a chain of custody procedure to insure the integrity of samples and test results, and shall not permit the employee or any other bargaining unit member to be part of such chain. Sufficient samples shall be collected so as to permit an initial, a confirmatory test, and a subsequent test to be arranged at a facility of the employee's choosing. The Employer agrees to pay for the subsequent test at the laboratory chosen by the employee if the subsequent test result is negative. The Employer agrees that testing shall be by gas chromatography/mass spectrometry (GCMS) or an equivalent scientifically accurate test. In cases where the Employer has probable cause to suspect alcohol consumption, the Employer may require the employee to submit to a Breathalyzer test or intoximeter.

Section 21.7 - Results

As to drug testing, the Employer shall only be notified in the event that a sample has tested positive for a particular drug on both the initial and confirmatory test, and any information otherwise coming into the possession or knowledge of the Employer (*e.g.* insurance billings) shall not be used in any manner or forum adverse to the employee's interests. As to alcohol testing, test results showing a blood alcohol concentration of .02% shall be considered positive. The employee shall receive a copy of all test results received by the Employer.

Section 21.8 - Right to Contest

The Union and/or the employee shall have the right to contest and/or grieve any aspect of any testing under this Article, including the right to test, the order, the administration of the test, the significance or accuracy of the test, or the consequences of the test results if such consequences do not result in discipline. Nothing herein shall waive or limit any rights employees may have

concerning such tests that may arise outside the Agreement, which the employee may pursue with or without the Union.

Section 21.9 - Voluntary Request for Assistance

No adverse employment action shall be taken in any manner or forum against any employee who voluntarily seeks assistance for alcohol or drug related problems, other than the Employer may temporarily reassign an employee if he/she is then unfit for duty in his/her current assignment. Provided, however, an employee who voluntarily seeks assistance for an alcohol or drug related problem more than one time may be subject to adverse employment actions. All such requests shall be held strictly confidential and not released or used in any manner or forum contrary to the employee's interests; and provided further, however, that this provision shall not apply where the employee is under investigation prior to voluntarily seeking assistance, or whose violation of this Article is about to be discovered.

Section 21.10 - Pre-Employment Testing

Nothing in this Article shall prohibit the Employer from requiring and conducting pre-employment drug testing.

Section 21.11 - Employee Assistance Program

A specific Employee Assistance Program (EAP) is offered through the County of DuPage. EAP is a confidential service that offers professional counseling and referral services.

Participation in EAP is voluntary. Services of the EAP are available to all Office members by request or supervisory referral. If further help is needed, an EAP counsel shall provide a referral to another appropriate community resource based on its referral policy.

ARTICLE 22. EMPLOYEE SOLICITATION

While the Employer acknowledges that bargaining unit employees may conduct solicitation of DuPage County merchants, residents or citizens, the Union agrees that no bargaining unit employee will solicit any person or entity for contributions on behalf of the DuPage County Sheriff's Office or the County of DuPage.

Bargaining unit members agree that the Office name, shield or insignia, communication systems, supplies and materials will not be used for solicitation purposes. Solicitation for the benefit of the collective bargaining representative by bargaining unit employees may not be done on work time or in a work uniform. The bargaining unit employees agree that they will not use the words "DuPage County Sheriff's Office" in their name or describe themselves as the "County of DuPage." Bargaining unit members shall have the right to explain to the public, if necessary, that they are members of an organization providing collective bargaining, legal defense and other benefits to all members employed by the County.

The foregoing shall not be construed as a prohibition of lawful solicitation efforts by bargaining unit members directed to the general public. Each party hereto agrees that they will comply with all applicable laws regarding solicitation.

ARTICLE 23. NO STRIKE OR LOCKOUT

Section 23.1 - Strike Prohibited

The Union or any officers, representatives or employees covered by this Agreement shall not in any way, directly or indirectly, call, instigate, authorize, promote, sponsor, engage in, participate in, encourage or condone any strike, sympathy strike, sit-in, slowdown, concerted stoppage of work, concerted refusal to perform overtime, mass resignations, mass absenteeism, picketing or any other intentional interruption, disruption or the concerted interference with the full, faithful and proper performance of the duties of employment with the Employer, or any other intentional interruption of operations or other concerted refusal to obey lawful orders of the Employer or designee, or to ratify, condone or lend support to any such conduct or action against the Employer.

Any employee who violates any of the provisions of this Section of this Article may be subject to immediate discharge or otherwise disciplined by the Employer, at the discretion of the Employer. In the event of a violation of this Section of this Article the Union immediately shall disavow such action and instruct the employees to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations.

Section 23.2 - No Lockout

The Employer agrees that it will not lock out employees during the term of this Agreement.

Section 23.3 - Judicial Remedies

Nothing in this Article shall be construed as a limitation upon the right of the Employer or the Union to seek judicial relief in the nature of injunctive relief and/or money damages, if this Article is violated.

ARTICLE 24. ENTIRE AGREEMENT

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

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, except as otherwise specifically provided herein, the

Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, including the impact of the Employer’s exercise of its rights, as set forth herein, on wages, hours of work or terms and conditions of employment.

ARTICLE 25. SAVINGS CLAUSE

If any Article, Section or portion of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, invalid, unenforceable or not in accordance with applicable statutes, by any board, agency or court of competent jurisdiction or by reason of any subsequently enacted legislation, such decisions or legislation shall apply only to the specific Article, Section or portion thereof and the remaining parts or portions of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties shall thereafter meet to negotiate over the provisions that are so declared.

ARTICLE 26. DURATION AND TERM OF AGREEMENT

Unless otherwise specified herein, this Agreement shall be effective as of the first day of the first pay period after it is signed by both parties, and shall terminate at 11:59 p.m. November 30, 2022. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least ninety (90) days prior to the date of expiration or anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date.

Notwithstanding any other provision of this Article or agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless either party gives at least ten (10) days written notice to the other party of its desire to terminate this Agreement, provided such termination date shall not be before the anniversary date set forth in the preceding paragraph.

[SIGNATURE PAGE FOLLOWS IMMEDIATELY]

Attachment: PBLC_Corrections_Agreement (FI-R-0256-21 : Authorization of Contract With PBLC, Local 501(C))

Executed this 27th day of April, 2021, after ratification by the Union's membership and after receiving official approval by the Sheriff and County Board of DuPage County, Illinois.

SHERIFF

POLICEMEN'S BENEVOLENT LABOR
COMMITTEE LOCAL #501C

Jim Mendrick, Sheriff, County of DuPage

President

COUNTY OF DUPAGE COUNTY, ILLINOIS

Dan Cronin, Chairman
DuPage County Board

Attachment: PBLC_Corrections_Agreement (FI-R-0256-21 : Authorization of Contract With PBLC, Local 501(C))

APPENDIX A

DUES DEDUCTION AUTHORIZATION FORM

Attachment: PBLC_Corrections_Agreement (FI-R-0256-21 : Authorization of Contract With PBLC, Local 501(C))