

**AGREEMENT**

**Between**

**DUPAGE COUNTY SHERIFF AND COUNTY OF DUPAGE**

**and**

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,  
COUNCIL 31, AFL-CIO, ON BEHALF OF LOCAL 3328**

**Expiring November 30, 2024**

## TABLE OF CONTENTS

PREAMBLE .....	1
ARTICLE 1 – RECOGNITION .....	1
Section 1.1 – Representative Unit.....	1
Section 1.2 – Local or Membership Activity .....	1
Section 1.3 – Gender.....	2
Section 1.4 – Definitions.....	2
Section 1.5 – Integrity of the Bargaining Unit.....	2
ARTICLE 2 – MANAGEMENT RIGHTS .....	3
ARTICLE 3 – UNION RIGHTS AND RESPONSIBILITIES.....	4
Section 3.1 – Labor/Management Meetings .....	4
Section 3.2 – Union Bulletin Boards .....	4
Section 3.3 – Designation of Stewards .....	4
Section 3.4 – Union Duty of Fair Representation.....	5
Section 3.5 – Union Activity During Working Time .....	5
Section 3.6 – Access to Premises by Union Representative.....	5
Section 3.7 – Information Provided to Union .....	5
Section 3.8 – Distribution of Literature .....	6
Section 3.9 – Union Orientation .....	6
Section 3.10 – Promotions and Suspensions.....	6
Section 3.11 – Local Negotiating Team .....	7
ARTICLE 4 – UNION SECURITY .....	7
Section 4.1 – Dues Deduction.....	7
Section 4.2 – Indemnification .....	7
ARTICLE 5 – NON-DISCRIMINATION .....	8
Section 5.1 – Prohibition Against Discrimination – Public Relations Act .....	8
Section 5.2 – Prohibition Against Discrimination – EEO .....	8
Section 5.3 – Prohibition Against Discrimination – Union Memberships .....	8
Section 5.4 – Grievances.....	8
ARTICLE 6 – SENIORITY.....	8
Section 6.1 – Probationary Period .....	8
Section 6.2 – Definition of Seniority .....	9
Section 6.3 – Seniority List.....	9
Section 6.4 – Termination of Seniority.....	9
Section 6.5 – Seniority While on Leave of Absence .....	10
Section 6.6 – Accrual of Seniority .....	10
ARTICLE 7 – DISCIPLINE AND DISCHARGE .....	10
Section 7.1 – Discipline .....	10
Section 7.2 – Pre-Discipline Meeting .....	11
Section 7.3 – Discipline – Progressive .....	11
Section 7.4 – Limitations .....	11
Section 7.5 – Outside Employment While on Suspension Without Pay .....	11
Section 7.6 – Notice of Discipline .....	11
ARTICLE 8 – GRIEVANCE PROCEDURE.....	11
Section 8.1 – Definition of Grievance .....	11

Section 8.2 – Class Grievance .....	12
Section 8.3 – Use of the Grievance Procedure .....	12
Section 8.4 – Step 1 .....	12
Section 8.5 – Step 2 .....	13
Section 8.6 – Step 3 .....	13
Section 8.7 – Step 4 .....	13
Section 8.8 – Authority of the Arbitrator.....	14
Section 8.9 – Time Limits.....	14
Section 8.10 – Information Requests .....	15
Section 8.11 – Grievance Processing and Grievance Meetings.....	15
Section 8.12 – Advanced Step Grievance Filing .....	15
Section 8.13 – Waiver of Grievance Procedure.....	15
ARTICLE 9 – LAYOFF AND RECALL.....	16
Section 9.1 – Layoff.....	16
Section 9.2 – Recall .....	16
Section 9.3 – Severance Pay Policy.....	16
ARTICLE 10 – HOLIDAYS .....	17
Section 10.1 – Holidays/Holiday Pay .....	17
Section 10.2 – Eligibility .....	17
Section 10.3 – Advance Notice.....	18
ARTICLE 11 – VACATION.....	18
Section 11.1 – Accrual of Benefits .....	18
Section 11.2 – Vacation Pay .....	19
Section 11.3 – Use of Vacation Time and Cancellation .....	19
Section 11.4 – Payout of Vacation Benefits .....	20
Section 11.5 – Vacation Carryover.....	21
Section 11.6 – Vacation Eligibility .....	21
ARTICLE 12 – SICK LEAVE .....	21
Section 12.1 – Definition .....	21
Section 12.2 – Sick Leave Accrual.....	22
Section 12.3 – Notification and Use of Sick Leave .....	22
Section 12.4 – Sick Leave Payout.....	22
Section 12.5 – Notification of Balances .....	23
Section 12.6 – Personal Days.....	23
ARTICLE 13 - LEAVES OF ABSENCE.....	23
Section 13.1 – Military Leave.....	23
Section 13.2 – Family Medical Leave .....	23
Section 13.3 – Bereavement/Funeral Leave .....	24
Section 13.4 – Personal Leave of Absence.....	24
Section 13.5 – Occupational Disability/Worker’s Compensation .....	24
Section 13.6 – Non-Occupational Disability .....	25
Section 13.7 – Return to Work .....	25
ARTICLE 14 – HOURS OF WORK AND OVERTIME .....	25
Section 14.1 – No Guarantee .....	25
Section 14.2 – Normal Work Hours/Meal Breaks .....	25
Section 14.3 – Work Schedules by Unit.....	26

Section 14.4 – Work Schedules and Posting of Schedules .....	27
Section 14.5 – Shift Assignments .....	27
Section 14.6 – Shift Exchange – Medical Department Professionals.....	27
Section 14.7 – Overtime and Hours Worked .....	27
Section 14.8 – Overtime Distribution .....	28
Section 14.9 – No Pyramiding .....	29
Section 14.10 – Attendance at Court, Coroner Inquest, or Administrative Hearings.....	29
ARTICLE 15 – INSURANCE.....	30
Section 15.1 – Benefits and Premiums .....	30
Section 15.2 – Survivor’s Benefits .....	30
ARTICLE 16 – WAGES .....	31
Section 16.1 – Wage Increases .....	31
Section 16.2 – Minimum Wages.....	31
Section 16.3 – Call Back Pay.....	32
Section 16.4 – Shift Differential .....	32
Section 16.5 – Head Nurse Differential .....	32
Section 16.6 – PRN Compensation.....	32
ARTICLE 17 – MISCELLANEOUS .....	33
Section 17.1 – Printing of Agreement.....	33
Section 17.2 – Personnel Files .....	33
Section 17.3 – Resignation: Voluntary Termination .....	33
Section 17.4 – Reimbursement of Training, Continuing Education, and Equipment Expenses .....	33
Section 17.5 – Outside Employment .....	34
Section 17.6 – Rules and Regulations.....	34
Section 17.7 – Tuition Reimbursement .....	34
Section 17.8 – Adoption Assistance .....	34
Section 17.9 – Pension Plan/Retirement.....	34
Section 17.10 – Training Courses .....	34
Section 17.11 – Grooming Standards .....	35
Section 17.12 – Employee Retention Program .....	35
ARTICLE 18 – WORKING CONDITIONS .....	36
Section 18.1 – Work Environment.....	36
Section 18.2 – Communicable Diseases .....	36
Section 18.3 – Sub Contracting .....	36
ARTICLE 19 – EMPLOYEE DRUG, ALCOHOL AND OTHER TESTING .....	37
Section 19.1 – Employee Drug and Alcohol Testing Policy .....	37
Section 19.2 – Prohibition Against Use or Consumption of Narcotics, Alcohol, or Other Substances Pursuant to this Agreement.....	38
Section 19.3 – Over-the-Counter/Prescription Drugs .....	38
Section 19.4 – Type of Testing .....	39
Section 19.5 – Order to Take Test .....	39
Section 19.6 – Tests to Be Conducted .....	39
Section 19.7 – Results.....	39
Section 19.8 – Right to Contest .....	40
Section 19.9 – Voluntary Request for Assistance.....	40

Section 19.10 – Pre-Employment Testing .....	40
Section 19.11 – Employee Assistance Program .....	40
ARTICLE 20 – EMPLOYEE SOLICITATION.....	40
ARTICLE 21 – CLOTHING AND EQUIPMENT ALLOWANCE .....	41
ARTICLE 22 – NO STRIKE OR LOCKOUT .....	41
Section 22.1 – Strike Prohibited .....	41
Section 22.2 – Discipline of Strikers .....	41
Section 22.3 – No Lockout .....	41
Section 22.4 – Employer’s Judicial Remedies.....	42
ARTICLE 23 – SAVINGS CLAUSE.....	42
ARTICLE 24 – COMPLETE AGREEMENT .....	42
ARTICLE 25 – DURATION AND TERM OF AGREEMENT .....	42

APPENDIX A – Policy 5.4, “Sick Time,” of DuPage County Personnel Policy Manual

## **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 American Federation of State, County and Municipal Employees, Council 31, AFL-CIO, on behalf of Local 3328 (hereinafter referred to as either the "Union" or "AFSCME").

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 efficient operation of the Sheriff, and to provide an orderly and prompt method for resolving grievances of the Employees.

## **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, as certified by the Illinois State Labor Relations Board in case No. S-RC-18-056. The bargaining unit certified on July 5, 2018 consists of the employees, as follows:

**Included:** All Health Care professional employees in the DuPage County Sheriff's Department in the following job classifications: Dental Assistant; Head Nurse; Mental Health Professional; Licensed Practical Nurse; PHD Psychologist; Registered Nurse.

**Excluded:** All other employees of the County of DuPage and Sheriff of DuPage County, as well as all supervisors, managerial and confidential employees, as defined by the Illinois Public Labor Relations Act.

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

### **Section 1.2 - Local or Membership Activity**

Neither the Employer nor the Local and/or AFSCME Council 31 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.

### **Section 1.4 – Definitions**

For the purposes of this Agreement the following words are defined, unless otherwise specified in the Agreement:

- **“Day”** Monday through Sunday, and holidays.
- **Weekends** –Saturday and/or Sunday
- **“Work day”** shall refer to the Employee’s assigned shift or hours of work.
- **“Shift”** shall refer to a scheduled period of work as determined by the Sheriff or his Designee.
- Pronouns "he, him, and his" shall refer to both males and females equally, unless the context clearly requires otherwise.
- **“Shall”** refers to the topic being mandatory.
- **“May”** refers to the topic being discretionary.
- **Mental Health Professionals** includes employees holding licensure as either a Licensed Clinical Psychologist, a Licensed Clinical Professional Counselor, a Licensed Professional Counselor, a Licensed Clinical Social Worker or a Licensed Social Worker.
- **Medical Professionals** includes employees holding licensure or certification as Registered Nurse, Licensed Practical Nurse or Dental Assistant.
- **“PRN (*pro re nata*) status”** are Medical Professionals who work as fill-ins for Medical Professionals. PRN’s shall not be entitled to any fringe benefits, unless specifically stated in this Agreement. PRNs shall not be permitted to work more than one thousand (1,000) hours in a calendar year.

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

The Employer recognizes the integrity of the bargaining unit. The Employers shall have the right to contract out and/or subcontract bargaining unit work, subject to Section 18.3 of this Agreement.

## **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, and work assignments and assign such to employees, so long as such action is neither arbitrary nor capricious;
- 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 and without resort to the grievance procedure contained in Article 8 of this Agreement);
- g) establish reasonable work and productivity standards and, from time to time, amend such standards;
- h) determine whether work and/or services are to be provided by employees covered by this Agreement (including which employees) or by other employees or persons not covered by this Agreement, in accordance with Section 1.5 hereinabove;
- i) assign overtime, and determine the number of hours of work and shifts per week;
- j) maintain efficiency of operations and services of the Sheriff's Office;
- k) take whatever action is necessary to comply with State and Federal law;
- l) secure, change or eliminate methods, equipment, and facilities for the improvement of operation;
- m) 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;
- n) determine the methods, means, organization and personnel by which operations are to be conducted, to include services and staffing requirements by program, unit, and division;
- o) to contract out for goods and services; to use temporary, part-time and other non-bargaining unit members to perform services as the Employer deems appropriate, and to determine whether work is to be performed by persons either in or not in the bargaining unit;
- p) determine the standards of professionalism required of the employees, and from time to time, to change those standards;
- q) take whatever action is necessary to continue operations and functions in emergency situations;
- r) establish and implement a budget;



- s) make, alter and enforce rules, regulations, orders and policies and other management rights as enumerated above, so long as such action is neither arbitrary nor capricious.

### **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 for 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. Meetings shall be held for:

- a) discussion on the implementation and general administration of this Agreement;
- b) a sharing of general information of interest to the parties; or
- c) notifying the employees of changes in non-bargaining conditions of employment contemplated by the Employer which may affect employees.

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 during such meetings hours 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 - Union Bulletin Boards**

The Employers shall designate two bulletin boards for use by the Union. The Union bulletin boards shall be for the sole and exclusive use of the Union. The Union will not permit posting of any material on any bulletin board which is derogatory or inflammatory in nature toward the Employer, DuPage County or its agents. The Employer reserves the right to remove any inappropriate material. Differences over such content shall be subject to the grievance procedure.

#### **Section 3.3 - 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 designation are made. The Union shall immediately notify the Employer, in writing, of any changes in the designations of Union Stewards.

### **Section 3.4 - 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 3.5- Union Activity During Working 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 (*i.e.*, permission shall be withheld, if it is determined by the Sheriff or designee that such activity will impede normal operations, in accord with 5 ILCS 315/6(c-10)). When the Sheriff or designee requests a meeting at which an employee Union representative(s) is required to be present, the employee Union representative(s) will be compensated for the time attending such meeting, if the meeting takes place during such employee Union representative's regular work hours, in accord with 5 ILCS 315/6(c-10).

### **Section 3.6 - Access to Premises by Union Representative**

Up to two (2) non-employee representatives of the Union shall, upon prior 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 designee;
- 3) The access is subject to reasonable monitoring by the Sheriff or designee;
- 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, and;
- 5) The visit is limited to no more than forty-five (45) minutes in duration, unless the meeting is called at the request of the Employer or is otherwise agreed upon.

### **Section 3.7 - Information Provided to Union**

The Employer shall notify the Union, via e-mail to an address designated by the Union, monthly of the names and addresses of the employees in the bargaining unit, in Excel format, as well as the following:

- the employee's job title;
- the worksite location;
- work telephone number(s);
- identification number, if available;
- any home and personal cellular telephone numbers on file with the Employer;
- date of hire;
- work e-mail address; and
- any personal e-mail address on file with the Employer.

The Employer shall notify Council 31 within ten (10) days from the date of hire of all new persons hired into bargaining unit positions and furnish the information set forth hereinabove with respect to such new hire.

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;
- work, home and cellular phone numbers on file with the Employer;
- work e-mail address and any personal e-mail address on file with the Employer;  
and
- home address.

### **Section 3.8 - Distribution of Literature**

There shall be no distribution of Union literature on the Employer's premises, except that Union literature may be posted on the Union Bulletin Board, in accordance with the requirements of Section 3.2 or in the employee's mail tray. Any equipment belonging to the Employer, such as, but not limited to, radios, pagers, cell phones, vehicles, photocopy machines and microcomputers, shall not be used for personal use or Union activity or business. Employees shall have no expectation of privacy for email or voicemail communications, or mail tray materials.

### **Section 3.9 - Union Orientation**

The Union steward shall be allowed up to sixty (60) minutes to meet with newly hired employees, within the first three (3) days of their hire date, on the Employer's premises, as part of the orientation program for new bargaining unit members, in order to conduct its orientation program for new bargaining unit members and without loss of pay for the newly hired employee(s) or the Union steward conducting such orientation, provided that the orientation does not impede normal operations, in accord with 5 ILCS 315/6(c-10)(1)(C). Such attendance by employees shall be on a voluntary basis.

### **Section 3.10 - Promotions and Suspensions**

The Employer shall provide to the Union on a reasonable frequency a list of all employees covered by this Agreement who have been promoted or suspended.

### **Section 3.11 - Local Negotiating Team**

Up to two (2) 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 allowed to attend without loss of pay.

## **ARTICLE 4 – UNION SECURITY**

### **Section 4.1 – Dues Deduction**

The Employers shall make payroll deductions for Union dues, fees, assessments and PEOPLE contributions, in accordance with the terms of an employee's written authorization, signed by the employees covered by this Agreement. Written authorizations may be evidenced by electronic communications and electronic signatures of the employee. The Union may notify the Employer electronically of new membership authorizations, and shall be responsible for providing a copy of the proper authorization to the Employer. Nothing shall prevent the Union from changing or updating its regular authorization card, as provided by law.

The Employer shall honor employee's individual authorized deduction forms and shall make such deductions in the amounts certified by the Union for union dues, assessments, or fees and PEOPLE contributions, which will be the same dollar amount for each employee, depending on full-time, part-time or PRN status (at a rate of 75% or 50% of a full-time employee's dues), in order to ease the Employer's burden in administering this provision. The dues rate amount may be changed by the Union upon thirty (30) days prior written notice to the Employer. 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. There is no impediment to an employee's right to resign Union membership at any time, in accordance with the terms of the authorization. Deductions shall remain in effect until the Employer receives notice from the Union that an employee has revoked their authorization in writing, in accordance with the terms of the authorization, or until the employee is no longer employed in a bargaining unit position. The Union shall indemnify the Employer for any damages and reasonable costs incurred for any claims made by employees for deductions made in good faith in reliance on the information provided by the Union regarding whether an authorization has been revoked, in accord with 5 ILCS 315(f-25).

### **Section 4.2 – Indemnification**

The Union shall be responsible for notifying the Employers and providing to the Employers the employee's authorization for such payroll deductions or revocations, changes or cancellations of authorizations, as required by Public Act 101-0620. The Employers shall rely on information provided by the Union regarding whether deductions were properly authorized, revoked, cancelled or changed. The Union shall indemnify the Employer for any damage and reasonable costs incurred for any claims made by employees for deductions made in good faith in reliance upon the Union providing notification to the Employer of such authorizations for such deductions, cancellations, changes or revocations.

## **ARTICLE 5 – NON-DISCRIMINATION**

### **Section 5.1 – Prohibition Against Discrimination – Public 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 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 Section 5.2 of this Article may be grieved and processed through Step 3 in the Grievance Procedure, but no further.

## **ARTICLE 6 – SENIORITY**

### **Section 6.1 – Probationary Period**

All newly hired employees and employees 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, not including any paid or unpaid leave of absence, beginning from their hire date or their transfer date, unless otherwise specified by Law.

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 employment with the Sheriff's Office as a Medical and/or Mental Health Professional, excluding time off due to layoff or any other unpaid leave of absence. PRN's shall not accrue seniority. Upon successful completion of the probationary period, an employee shall acquire seniority retroactive to the employee's last date of hire in a full-time or part-time position included within the bargaining unit.

Seniority shall be applied as follows:

For Medical Professionals:

- 1) If a full-time or part-time employee is assigned to the Corrections Bureau, they shall use their Sheriff's Office-hire date seniority for purposes of accruing benefits (*i.e.*, sick time, vacation time, etc.). PRN's shall not accrue such benefits.
- 2) When selecting/bidding for vacation time, an employee shall utilize their seniority date.

For Mental Health Professionals:

- 1) If a full-time or part-time employee is assigned to the Corrections Bureau, they shall use their Sheriff's Office hire date seniority for purposes of accruing benefits (*i.e.*, sick time, vacation time, etc.). PRN's shall not accrue such benefits.
- 2) When selecting/bidding for vacation time, an employee shall utilize their seniority date.

## **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 seniority date. Only suspected errors that are brought to the Employers' attention within fourteen (14) calendar days of the list being provided to the Union may be corrected. Discrepancies that are identified after said fourteen (14) calendar days have expired may be raised at a subsequent furnishing of the seniority list.

## **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 (probationary employees without cause); or
- c) retires, or is retired; or
- d) is absent for three (3) consecutive working 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 thereof, 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 a request to extend a leave of absence shall require the employee to return to work upon the conclusion of the original approved leave of absence; 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.

#### **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 hire date seniority continues to accrue during sick leave, time lost due to injury or illness on the job (up to one year maximum), and/or a military leave of absence as required by law.

### **ARTICLE 7 – DISCIPLINE AND DISCHARGE**

#### **Section 7.1 – Discipline**

Disciplinary action may be imposed by the Sheriff or his designee(s) upon a post-probationary employee, but only for just cause. Discipline may be imposed upon probationary employees without just cause or recourse to the grievance procedure.

Discipline imposed on post-probationary bargaining unit members is solely and exclusively subject to review under the grievance procedure up to and including arbitration.

Any disciplinary suspensions may be imposed by the Sheriff and reviewed solely through appeal to an independent arbitrator. If the Sheriff terminates a post-probationary employee covered by this Agreement, the termination may be brought to the independent arbitrator.

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 provided in *NLRB v. Weingarten*, 420 U.S. 251 (1975).

### **Section 7.2 – Pre-Discipline Meeting**

Prior to the imposition of 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 at this meeting. The Employee has a right to Union representation at this meeting.

### **Section 7.3 - Discipline - Progressive**

Generally, discipline will be progressive and may include oral reprimand, written reprimand, suspension without pay or termination of employment. However, based on the severity of the offense or the employee's record, the Employer may initiate discipline at any level. The Employer will notify the employee in writing of any disciplinary action to be taken.

### **Section 7.4 – 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.

### **Section 7.5 – 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 7.6 – 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 state the reasons for such discipline, and the direction to the employee for future behavior. 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.

## **ARTICLE 8 – GRIEVANCE PROCEDURE**

### **Section 8.1 – Definition of Grievance**

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 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 and 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 Local representative. Only one subject matter shall be covered in any one grievance.

### **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. As such, Class Grievances will be submitted by the Steward/Local President or Union Representative. The written grievance shall contain a complete statement of facts surrounding the employees' complaint (including, but not limited to, the names of each bargaining unit member known to the Union at the time of filing, who is alleged to be entitled to relief), the specific Articles and Sections of this Agreement allegedly violated, the date of the alleged violation 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 – 1**

As a general rule, an employee who has a grievance should first attempt to resolve the grievance informally with the Health Services Administrator. If the Health Services Administrator is unable to resolve the grievance, the employee or union representative will submit the grievance in writing to the Health Services Administrator 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 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 ten (10) calendar days of the occurrence giving rise to the grievance, not including the day of the occurrence, or the date when the affected employee knew, or reasonably should have known. Any grievance not presented to the Health Services Administrator within the time stated above shall be deemed waived.

The Health Services Administrator shall provide an answer to the Employee in writing no later than ten (10) calendar days from the receipt of the Step 1 grievance generally stating whether the Employer is granting or denying the grievance. If the matter is not resolved at the first step of the Grievance Procedure, or the Health Services Administrator's response is not received within the

ten (10) calendar days after the receipt of the Step 1 grievance, the Employee may proceed to Step 2 of the Grievance Procedure.

#### **Section 8.5 – Step – 2**

If the grievance is not resolved at Step 1, or the Health Services Administrator's response is not received within ten (10) calendar days of the Step One grievance, and the Employee or Union wishes to appeal the grievance to Step 2 of the Grievance Procedure, the appeal shall be submitted to the Bureau Chief within seven (7) calendar days after the receipt of the Health Services Administrator'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, not including the day the response was due.

The written appeal shall generally state the basis upon which the Employee or Union 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 the names of each bargaining unit member who is alleged to be entitled to relief that was not known at the time that the class grievance was filed at Step 1. The Bureau Chief shall offer to meet and discuss the grievance with the grievant and an authorized representative from the Union. If no settlement of the grievance is reached, the Bureau Chief shall provide a written response to the grievant within seven (7) calendar days after receiving the written Step 2 grievance, not including the day the Step 2 grievance was received, generally stating the basis upon which the Employer is denying the grievance.

#### **Section 8.6 – Step – 3**

If the grievance is not resolved at Step 2 or the Bureau Chief's response has not been received within seven (7) calendar days of the filing of the Step 2 grievance, and the Employee or Union wishes to appeal the grievance to Step 3 of the Grievance Procedure, the appeal shall be submitted in writing to the Sheriff, or his 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 within seven (7) calendar days of the day the response was due, if no response was received, not including the day the response was due.

The written appeal shall generally state the basis upon which the Employee or Union believes the grievance was improperly denied at Step 2 of the Grievance Procedure. The Sheriff, or his designee, shall offer to meet and discuss the grievance with the grievant and an authorized representative of the Union. If no settlement of the grievance is reached, the Sheriff, or his designee, shall provide a written response to the grievant within seven (7) calendar days after receiving the written Step 3 Grievance, not including the day the response was received, generally stating the basis upon which the employer is denying the grievance.

#### **Section 8.7 – Step – 4**

If the grievance is not resolved at Step 3 of the Grievance Procedure, or the written answer to the grievant is not given to the Employee or Union in a timely manner, and the Union wishes to

appeal the grievance from Step 3 of the Grievance Procedure, the grievance may be referred 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 at Step 3, 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, not including the day the response was due. 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. The parties shall alternately strike the name of an arbitrator, with the Union 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 an arbitrator at any one time, without the consent of both parties. The parties shall share equally the fees and expenses of the arbitrator, arbitration hearing (excluding Court Reporter costs), and any cost of the hearing room. The Employer and Union agree to be responsible for the costs of their own representative and witnesses, except that witnesses whose testimony occurs during their regular work hours shall be released from duty without loss of pay during their testimony.

#### **Section 8.8 – Authority of the 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. 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 Labor Relations Act.

#### **Section 8.9 – Time Limits**

Grievances may be withdrawn at any step of the procedure. If a grievance is not presented by the employee or 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 resolved on the basis of the Sheriff's representative'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 aggrieved employee as denied and the employee and/or 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 8.10 – 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 8.11 – Grievance Processing and Grievance Meetings**

Employees and/or the Union representatives shall not investigate and/or file grievances or conduct other Union activity during their work time, without the express permission of the Sheriff or designee, which permission shall not be withheld unless such Union activity would impede normal operations, in accord with 5 ILCS 315/6(c-10)(1)(A), and only in a manner which will not disturb other employees who are working. Grievance meetings will take place during the regular working hours of the HSA, Bureau Chief, Sheriff or his designee. In the event that a grievance meeting(s) is scheduled by the Employer during the time the grievant(s) and/or Union representative or steward would otherwise be working, the grievant(s) and/or Union representative or steward shall be released from duty without loss of pay, in order to attend such meeting. Grievance meetings will not take place on holidays, during affected employee(s) vacations and during Employer-approved leaves of absence. Neither the Union's stewards, other Union representatives nor Union witnesses shall be compensated by the Employer for their attendance at arbitration hearings, except that witnesses whose testimony occurs during their regular work hours shall be released from duty without loss of pay during their testimony.

#### **Section 8.12 Advanced Step Grievance Filing**

Grievances may be filed at any step of the grievance procedure by mutual agreement of the parties.

#### **Section 8.13 – 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. 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.

## **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 14 days' notice to any employee who is to be laid off.

The Employer shall determine in which job classifications a layoff will occur, and for purposes of this Article, full-time, part-time and PRN employees shall be considered separate classifications amongst the classifications listed in Section 1.1 of this Agreement (e.g., full-time LPNs are a separate classification from part-time LPNs). If it is determined that layoffs are necessary, newly hired probationary employees in the bargaining unit in the impacted classification shall be laid off prior to any non-probationary bargaining unit employee in such classification. Employees will be laid off from the impacted classification(s), in accordance with reverse seniority, starting with the least senior member.

### **Section 9.2 - Recall**

Employees who are laid off shall be placed on a recall list after the effective date of the layoff. If there is a recall in a classification, employees who are on the recall list shall be considered before external candidates, provided that the recalled employees are then qualified to perform the work in the job position to which they are recalled. Recall rights shall expire two (2) years after the effective date of the layoff. If the Sheriff determines to fill a vacancy in a bargaining unit classification, employees who have been laid off and who continue to have recall rights in that classification 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, full-time employees covered by this Agreement shall receive severance pay, as enumerated in the following chart:

<u>Years of Service</u>	<u>Hours Paid</u>
1 year +1 day through 2 years	40
3 years + 1 day through 5 years	80
6 years + 1 day through 10 years	120
11 years +1 day through 15 years	160
16 years +1 day through 19 years	200
20 years or greater	240

Part-time employees shall receive the same severance pay set forth in the chart above, except such severance pay shall be pro-rated, based on the average weekly hours that the part-time employee works, compared to 40 hours per week.

Employees who receive retention benefits pursuant to Section 17.12 of this Agreement shall not be entitled to severance pay pursuant to this Section 9.3.

## **ARTICLE 10 – HOLIDAYS**

### **Section 10.1 Holidays/Holiday Pay**

For the term of this Agreement, there shall be 11\* designated holidays for which all bargaining unit employees, except employees in PRN status, shall receive holiday pay. Such holidays shall be designated in writing by the Sheriff or his designee on or about September 1 of the prior year. Eligible full-time employees shall receive holiday pay on the first pay period in June in the amount of forty (40) hours of pay and on the first pay period in December in the amount of forty-eight (48) hours of pay at the regular straight-time hourly rate for each of those pay periods. All eligible part-time employees working more than twenty (20) hours per week, except employees in the classification of PRN, shall be eligible for Holiday Pay at a proportional rate, based on the number of hours they are regularly scheduled to work. Such proration shall be based upon the part-time employee's regularly scheduled weekly hours of work in comparison to forty (40) hours per week.

(\* Should the County Board designate Juneteenth as a holiday, then Juneteenth shall be a recognized holiday under this collective bargaining agreement; and in that event, the first installment of holiday pay shall include forty-eight (48) hours of pay for all bargaining unit employees, except for PRNs.)

### **Section 10.2 – Eligibility**

In order to be eligible for holiday pay, employees must have completed one year of service. During the first year of service, employees shall be compensated only for those 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. Subject to the provisions of Section 10.1 hereinabove, employees shall work all holidays that occur during their regular work shift.

In order for an employee to be eligible for holiday pay, the employee must work or take an approved leave, as designated in this Section, on the employee's last regularly scheduled work shift immediately preceding the holiday and the employee's first regularly scheduled work shift immediately following the holiday.

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 only approved compensatory time, personal days and vacation time. Sick time is not considered an approved leave for purposes of holiday pay.

### **Section 10.3 - Advance Notice**

Employees scheduled to work a holiday shall be given as much advance notice as practicable.

## **ARTICLE 11 – VACATION**

### **Section 11.1 - Accrual of 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 <sup>th</sup> ) year	80 Hours	6.67 Hours	40.00
Beginning of the fifth (5 <sup>th</sup> ) year through the completion of the ninth (9 <sup>th</sup> ) year	120 Hours	10.00 Hours	40.00
Beginning of the tenth (10 <sup>th</sup> ) year through the completion of the nineteenth (19 <sup>th</sup> ) year	160 Hours	13.33 Hours	40.00
The beginning of the twentieth (20 <sup>th</sup> ) year or more	200 Hours	16.67 Hours	40.00

Eligible part-time employees shall receive vacation time at a proportional rate, based on the number of hours they are regularly scheduled to work each week, compared to forty (40) hours. Such vacation time shall accrue on the first day of each month following the date of hire, but such vacation time shall not be utilized before the first day of the month following satisfactory completion of probation.

Employees in PRN status shall not receive or accrue vacation benefits.

Date of hire with the Sheriff's Office will be used for the purpose of calculating vacation time. Accrual of vacation time ceases during any medical or personal leave of absence of over thirty calendar (30) days.

Employees are eligible to use vacation in accordance with Section 11.1 of this Agreement, after it has accrued.

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

All vacation leave will be paid at the employee's base hourly rate, excluding shift and weekend differential. Effective December 1, 2021, vacation leave pay shall include shift and weekend differentials for vacation time actually used. Vacation hours shall count as time worked for the purposes of calculating overtime.

**Day Before and Day After Vacation.** Any employee that fails to report for duty on the last shift before and/or the first scheduled shift after vacation must provide medical proof of illness or injury in order to receive payment for the extended absence.

### **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 Health Services Administrator or designee. In addition, a "working day" for the purpose 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 time shall be authorized on the basis of seniority with the Office. One person is allowed off per shift; more may be allowed, provided manpower needs are met and subject to approval by a non-bargaining unit supervisor. Supervisors that are responsible for the approval and submission of vacation schedules also have the authority to grant requests for changes in these schedules. Employees' scheduling requests or requested changes may or may not be granted, depending on operational needs, as determined by the Sheriff or his designee(s). 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 the consideration of the Employer for purposes of reimbursement.

On or before November 1 of each year, the Health Services Administrator or designee shall post two (2) schedules for available vacation during the upcoming calendar year; one schedule for Mental Health Professionals, and one schedule for Medical Professionals. Employees shall select their vacation preferences in order of seniority, as applied to the Mental Health Professional schedule or the Medical Professional schedule, as applicable. There shall be four (4) vacation selection processes to be conducted, according to the following order of selection: full-time employees – full weeks; part-time employees – full weeks; full-time employees – less than full weeks; part-time employees – less than full weeks. The most senior employee shall have the first choice, then the next most senior employee shall have the second choice, and so on. Full-time employees may make one selection in the first round, consisting of full consecutive weeks, not to exceed two (2) weeks. After all full-time employees have made their first round



selections, the process shall be repeated for full-time employees, until all full-time employees have had the opportunity to schedule all of their full week preferences. Following full-time employees' full week selections, the same process shall be repeated for part-time employees' full week preferences. After all part-time employees have had the opportunity to select all of their full week preferences, full-time employees shall schedule any less than full week vacation ("single days"), followed by part-time employees having the opportunity to schedule single days. The HSA shall be responsible for maintaining the vacation schedule, 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. No employee can "bump" another employee from an "unscheduled" vacation day once established, regardless of the employee's seniority.

Where vacation requests conflict and cannot be resolved by mutual agreement between the bargaining unit members involved, preference shall be given to the bargaining unit member making the earlier email request. However, conflicting requests made on the same day shall be resolved on the basis of bargaining unit seniority, staffing requirements and previous leaves received or vacation taken.

#### **Section 11.4 - Payout of Vacation Benefits**

Once an eligible employee has completed five (5) years of continuous service, they may elect to receive monetary payment for up to five (5) days or forty (40) hours of their earned vacation accrual at full value, in full day increments, as may be applicable for either full-time or part-time employees. For purposes of this Section 11.4, a "day" is defined as 1/10<sup>th</sup> of the employee's normally scheduled bi-weekly work hours. Upon completion of fifteen (15) years of continuous service, an employee may elect to receive monetary payment for up to ten (10) days or eighty (80) hours of their earned vacation accrual at full value, in full day increments, as may be applicable for either full-time or part-time employees. An employee is eligible to receive this payment one (1) time per calendar year. If an eligible employee elects to sell vacation time, the "pay date" determines the calendar year. For example, if an employee is requesting a payment at the end of the year (December), the "pay date" is the following calendar year (January). An employee will not receive this payment, if the vacation time is unearned.

For an employee that has completed one (1) year or more of service, upon separation or layoff, the employee will receive monetary compensation for any accrued, unused vacation time, as described hereafter. Upon separation, employees will receive monetary compensation for all earned vacation time which consists of the number of vacation days currently accrued based on the employee'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. Employees will receive any earned vacation payout on their last paycheck.

### **Section 11.5 - Vacation Carryover**

It is expected that earned vacation will be taken during the calendar year. However, for full-time employees, up to eighty (80) hours of earned vacation time not taken during a calendar year may be carried over to the next year. If a full-time employee wants to carry over any amount in excess of eighty (80) hours of vacation, the employee must submit a written request to the Sheriff or designee and must receive written permission from the Sheriff or his designee, prior to the end of the calendar year. Such requests shall not be arbitrarily denied. Any vacation in excess of 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. Any vacation hours of a full-time employee in excess of eighty (80) hours that are carried over cannot be sold. For part-time employees, up to forty (40) hours of earned vacation time not taken during a calendar year may be carried over to the next calendar year. If a part-time employee wants to carry over any amount of vacation in excess of forty (40) hours, the employee must request and receive written permission from the Sheriff or his designee, prior to the end of the calendar year. Such requests shall not be arbitrarily denied. Any vacation in excess of forty (40) hours which has been authorized to be carried over by a part-time employee into the next calendar year shall be used within the first quarter of that calendar year, or if not used, shall be forfeited. Any vacation hours of a part-time employee in excess of forty (40) hours that are carried over cannot be sold.

### **Section 11.6 - Vacation Eligibility**

All full-time and part-time employees who work a minimum of twenty (20) hours per week are eligible to use accrued vacation time, following its accrual, in accordance with Section 11.1 hereinabove.

## **ARTICLE 12 – SICK LEAVE**

### **Section 12.1 - Definition**

Employees covered by this Agreement, except employees in PRN status, who have completed six (6) months of their probationary period shall be entitled to paid sick leave. Paid sick leave is a benefit in recognition that employees may occasionally be absent because of various illnesses or injuries. The Employer believes that employees should be protected against a loss of income because of such temporary absences. To the extent permitted by law, paid sick leave can only be used for an approved absence that falls under the following guidelines:

- Illness or injury of employee, employee's dependents or employee's family member.
- Emergency medical or dental care of the employee.
- Exposure to contagious disease and possible endangering of others by attendance on duty.
- Preventative care.
- Medical appointments or emergency medical or dental care for the employee's child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent or stepparent, subject to a limit equal to half of the employee's annual accrual, as set forth in Section 12.2 of this Agreement.

### **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 months after the date of hire with the Sheriff's Office.

Sick time will be credited on a monthly basis for full-time employees, at a rate of 5.33 hours per month. Part-Time employees that are normally scheduled to work at least twenty (20) hours or more per week are eligible for sick leave at a proportional rate, based on the number of hours they are regularly scheduled to work, per week, compared to forty (40) hours. Employees in PRN status shall not receive or accrue sick leave.

All eligible employees shall be allowed up to a maximum of one hundred twenty (120) days of sick leave accumulation. For purposes of this Article, a "day" is defined as 1/10<sup>th</sup> of the employee's 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 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 Health Service Administrator or Director of Nursing on the first day of absence at least two (2) hours prior to the start of the employee's work shift and every day thereafter when the employee is requesting paid 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.

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 one full shift at a time, except that sick leave may be paid 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 Policy 5.4, entitled "Sick Time," of the County's Personnel Policy Manual, as was in effect on July 15, 2018, a copy of which is attached hereto as Appendix A.

### **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.

### **Section 12.6 - Personal Days**

Full-time bargaining unit members are eligible for personal days. Part-time employees, except employees in PRN status, that are normally scheduled to work at least twenty (20) hours or more per week, are eligible for personal days. Newly hired employees must successfully complete six months of the required probationary period, before they are eligible for personal days.

Except in the case of initial hiring, eligible full-time and part-time employees shall be awarded five (5) Personal Days per year. For purposes of this Article, a "day" shall be defined as 1/10<sup>th</sup> of the employee's normally scheduled bi-weekly work hours. During the first calendar year of employment, the employee shall be awarded personal days on a pro-rated basis, after completing the first six months of the probationary period, as follows:

<u>First Six Months of 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

Employees wishing to use a personal day shall make his/her request in writing at least (2) days in advance of the date requested. Use of a personal day shall not be unreasonably denied by management.

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, except PRNs, upon request, shall normally be excused for up to three (3) consecutive working shifts (a shift being defined as 1/10<sup>th</sup> of the employee's normally scheduled bi-weekly work hours), 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 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, when requested, before payment is made.

An employee shall notify his Bureau Chief or designee as soon as practicable, immediately following the death of an immediate family member, for purposes of the use of authorized bereavement leave.

### **Section 13.4 - Personal Leave of Absence**

Employees may request a Personal Leave of Absence in accordance with Policy 5.5, entitled "Personal Leave," of the County's Personnel Policy Manual, which may be amended from time to time.

### **Section 13.5 - Occupational Disability/ Worker'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, Policy 6.3, entitled "Worker's Compensation," of the County's Personnel Policy Manual. If a conflict arises, State and Federal laws shall supersede Policy 6.3.

### **Section 13.6 - Non-Occupational Disability**

The employees covered by this Agreement shall receive non-occupational disability benefits in accordance with the IMRF Policy from Policy 6.2, entitled "Illinois Municipal Retirement Fund," of the County's Personnel Policy Manual. These benefits are provided by IMRF and not by the Employer. IMRF is the sole authority for determining eligibility for such benefits.

### **Section 13.7 - Return to Work**

Prior to returning to work from a disability, the employee must 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. 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.

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 deadlines, as required.

## **ARTICLE 14 - HOURS OF WORK AND OVERTIME**

### **Section 14.1 - No Guarantee**

This Article is intended to describe the normal hours of work for bargaining unit personnel. This Article shall 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/M meal Breaks**

The normal work schedule for full-time Professional Medical staff shall consist of a combination of twelve and one-half (12½) (commencing upon the NLRB's certification of AFSCME as a Bona Fide Representative under Section 7(b) of the FLSA, but no sooner than January 1, 2023) and eight and one-half (8½) hour shifts, as specified in the following paragraphs, such that the employee is normally scheduled to work 80 hours in a two week work period, in accordance with Section 207(b) of the Fair Labor Standards Act and Section 4a(2)(J) of the Illinois Minimum Wage Law (820 ILCS 105/4a(2)(J)). The normal work schedule for part-time Medical Professional staff shall consist of twelve and one-half (12½) hour shifts (commencing upon the NLRB's certification of AFSCME as a Bona Fide Representative under Section 7(b) of the FLSA, but no sooner than January 1, 2023), as specified in the following paragraphs. Except in an emergency, changes in the current normal workdays, work schedules or work period may only be made by the Sheriff or his designee(s). Salaried Mental Health Professionals (*i.e.*, Licensed Clinical Psychologist, Licensed Clinical Professional Counselor) generally shall work an eight and one-half (8½) hour shift. Part-time Mental Health Professionals shall work a six (6) hour shift on Mondays through Fridays, and an eight and one-half (8½) hour shift on weekends. PRN's shall work a flexible schedule, to be determined by the Sheriff or designee.

All Professional Medical Employees working a twelve and one-half (12½) hours shift shall be granted, during each shift, a meal period of 60 minutes, 30 minutes of which is paid and 30 minutes of which is unpaid. All Professional Medical Employees working an eight and one-half (8½) hours shift shall be granted, during each shift, a meal period of 60 minutes, 30 minutes of which is paid and 30 minutes of which is unpaid. A meal period shall not be taken until the employee is properly relieved. If the employee's Immediate Supervisor is unable to relieve an employee for an entire meal period, the employee shall be compensated for actual time in excess of 30 minutes (*i.e.*, the paid portion of the meal period) worked at the appropriate rate. Employees working twelve and one-half (12½) hour shifts are not to receive their meal period within the first or last hour of the shift.

Mental Health Professionals and Dental Assistants assigned to work in the jail include both full-time, part-time and PRN employees. Any such employee working an eight and one-half (8½) hour shift shall be granted a meal period of 60 minutes, 30 minutes of which is paid and 30 minutes of which is unpaid. If the employee's immediate supervisor is unable to relieve an employee for an entire meal period, the employee shall be compensated for actual time in excess of 30 minutes (*i.e.*, the paid portion of the meal period) worked at the appropriate rate.

#### **Section 14.3 – Work Schedules by Unit**

The Sheriff or his designee shall schedule employees, according to the following:

##### **Medical Professional Hours**

12 ½ hour shifts:

Days:	0600 – 1830 hours
Nights:	1800 – 0630 hours

8½ hour shifts:

Days:	1000 – 1830 hours
Nights:	2200 – 0630 hours

##### **Dental Assistant**

The hours for the Dental Assistant shall be based on operational need, as defined by the Health Services Administrator.

##### **Mental Health Unit Hours**

While full-time Mental Health Professionals work primarily weekday days and part-time Mental Health Professionals work primarily weekday evenings and weekends, there may be some flexibility, when needed. A schedule will be agreed upon by the Mental Health bargaining unit members and subject to approval by the Sheriff or designee. Any changes to the schedule will be presented to the unit members with reasonable notice, in line with Section 14.4.

#### **Section 14.4 - Work Schedules and Posting of Schedules**

The schedule for full-time Medical Professionals will be fixed and posted on an annual basis. The schedule for part-time Medical Professionals and PRNs shall be determined by the Sheriff or designee. The schedule for Mental Health Professionals shall be posted on an annual basis, in line with current practice.

All schedules may be changed by the Sheriff or his designee(s) for operational reasons, with reasonable notice.

If management is considering a permanent schedule change (*i.e.*, days to nights), management will provide no less than appropriate notice of fourteen (14) days to the employee.

#### **Section 14.5 - Shift Assignments**

Shift assignments will be made by the Employer, taking into account qualifications and certifications. A Registered Nurse shall be required to be working on each shift. If, during the year, an opening for a Medical Professional becomes available on the day shift, the Employer shall issue a letter or e-mail to members of the bargaining unit notifying them of the opening. The opening shall remain open for no less than fourteen (14) days from the date of notification. The Health Services Administrator shall fill such opening based upon the Health Services Administrator's determination of qualifications and certifications. When there are two or more applicants that are substantially equal in their qualifications, the most senior applicant will be selected. For openings on a night shift, the Employer may fill the shift in its discretion, with either a new hire or by posting the opening for fourteen (14) days and filling with a bargaining unit member based upon the Health Services Administrator's determination of qualifications and certifications.

#### **Section 14.6 - Shift Exchange - Medical Department Professionals**

The Employer realizes that there are occasions when it may be beneficial to both employees and the Employer 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 in the same professional unit (*i.e.*, Medical Professionals for Medical Professionals; Mental Health Professionals for Mental Health Professionals) are granted the privilege of requesting to exchange scheduled work shifts, which requests may not unreasonably be denied.

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 professional unit. The employee requesting the exchange must complete the exchange day report and submit it to the HSA and/or DON.

#### **Section 14.7 – Overtime and Hours Worked**

(a) The Employers are deemed to have elected the overtime exemption permitted pursuant to section 207(b)(2) of the Fair Labor Standards Act (29 U.S.C. § 207(b)(2)) and Section 4a(2)(J) of



the Illinois Minimum Wage Law (820 ILCS 105/4a(2)(J), and to have established a "Section 7(b) plan" for full-time Medical Professionals who will work on average 40 hours of work per week over a 52 week period, with such employees working a minimum of 1840 hours and not to exceed 2240 hours in a 52 week period. Full-time medical professionals who work in excess of a twelve (12) hour shift, or who work in excess of forty (40) hours in any work week in which they are regularly scheduled to work three (3) shifts, or who work in excess of forty-eight (48) hours in any work week in which they are regularly scheduled to work four (4) shifts shall be entitled to compensation at a rate of one and one-half (1½) times their regular hourly rate of pay for any actual work performed in excess of twelve (12) hours in any workday or in excess of those specified hours in any work week, as described hereinabove.

For purposes of this Article, "hours worked" shall include hours paid but not worked, including vacation, personal day or compensatory time off, but shall exclude sick time utilized. Nothing in this Agreement shall be construed to require the Sheriff or his designee(s) to fill any vacancy.

b) Full-time, FLSA-exempt Mental Health Professionals may, upon prior approval by both the Health Services Administrator and the Bureau Chief or designee, be granted additional compensation for assigned short-term workload increases. Such additional compensation, at straight time, may be authorized by the Employers when temporary staffing shortages or increased service demands require work to be performed outside the full-time FLSA-exempt Mental Health Professionals' usual work schedule.

#### **Section 14.8 - Overtime Distribution**

It is understood that a reasonable amount of overtime shall be expected as part of the job. Overtime shall be offered to employees within the professional unit in which overtime is needed. For the purpose of distributing overtime on a basis that allows everyone in the bargaining unit a reasonably equal opportunity to select overtime assignments, voluntary overtime assignments shall be distributed in the following manner:

First, overtime shall be offered to employees in PRN status, at the Sheriff's discretion. If no PRN employee accepts the overtime assignment, then it shall be offered to part-time employees on duty on the basis of a list utilizing seniority order. If no on-duty part-time employee accepts the overtime opportunity, such overtime shall be offered to off-duty part-time employees, on the basis of seniority order on the list. If no part-time employee accepts the overtime opportunity, such overtime shall be offered to full-time employees not on duty on the basis of seniority order on the list (on a rotating basis for all overtime). The first opportunity for overtime shall be offered on the basis of seniority order on the list. If the first opportunity is worked or refused, the person working or refusing shall be charged with the hours. The next opportunity will be offered to the next most senior person with the least amount of overtime hours. In the event that employees on the seniority list have declined the overtime opportunity, and there are an insufficient number of volunteers, the Sheriff or designee shall order the necessary qualified employees to perform the overtime work by ordering back to work the junior full-time employee. If the Employer is not able to obtain the required number of employees to perform such overtime work, the Sheriff or designee shall have the right to have such work performed by non-bargaining unit employees or to contract out such overtime work.

#### **Section 14.9 - 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.

#### **Section 14.10 - 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, less payment received for acting as a juror. If the Employee serves on a jury on his/her day off, said Employee shall not be compensated by the Employers.

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 supervisor 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. Employees on "stand by" to attend court during their off duty time shall be guaranteed two (2) hours of overtime for such stand by.

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.

**Conferences** - Employees who are required to attend conferences with Assistant State's Attorneys or Special Assistant State's Attorneys in connection with their official duties on behalf of the Sheriff that overlap from either on-duty time to off-duty time or off-duty time to on-duty time will be paid at the appropriate rate while off duty.

**Hearing** - If an Employee is required to attend an administrative hearing while off duty, in connection with their official duties on behalf of the Sheriff, whether to answer charges or 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.

## **ARTICLE 15 – INSURANCE**

### **Section 15.1 - Benefits and Premiums**

Full-time bargaining unit employees shall continue to receive the same health, dental and other insurance benefit options as other DuPage County employees at the same employee/dependent premium cost(s) as the majority of all other DuPage County employees.

In no event will bargaining unit employees receive less health or dental benefit for the insurance option they choose than the majority of all other DuPage County employees who choose that same option.

Pursuant to Policy 6.1, entitled "Medical and Dental Insurance," of the County's Personnel Policy Manual, all employees working more than 30 hours per week shall be provided Medical and Dental Insurance.

**Life Insurance** - The Employer agrees to provide a life insurance policy in the amount that is offered to other DuPage County employees, at no cost to the employee. Employees will be given the option to purchase additional life insurance.

### **Section 15.2 - Survivor's Benefits**

The Employer agrees to provide health insurance benefits to the surviving spouse of an employee as outlined in the provisions of the Illinois Compiled Statutes.

## ARTICLE 16 – WAGES

### Section 16.1 - Wage Increases

Current employees in all job classifications who are covered by this Agreement and who were hired on or before December 1, 2018 shall receive a 2.0% pay increase retroactive to the first pay period following December 1, 2018.

Current employees in all job classifications who are covered by this Agreement and who were hired on or before December 1, 2019 shall receive a 2.0% pay increase retroactive to the first pay period following December 1, 2019.

Current employees in all job classifications who are covered by this Agreement and who were hired on or before December 1, 2020 shall receive a 3.5% pay increase retroactive to the first pay period following December 1, 2020.

Current employees in all job classifications who are covered by this Agreement and who were hired on or before December 1, 2021 shall receive a 3.5% pay increase retroactive to the first pay period following December 1, 2021.

All bargaining unit employees covered by this Agreement shall receive a 3.5% pay increase effective the first pay period following December 1, 2022.

All bargaining unit employees covered by this Agreement shall receive a 3.5% pay increase effective the first pay period following December 1, 2023.

### Section 16.2 - Minimum Wages

a) The Employers reserve the right to establish the starting pay for any new hires. Effective the first pay period following execution of this Agreement or the first pay period following November 30, 2022, whichever occurs sooner, the minimum hourly wage or weekly salary for bargaining unit members shall be as follows:

<u>Title</u>	<u>Minimum Hourly Rate/Weekly Salary</u>
Full-Time Licensed Practical Nurse	\$27.50 per hour
Part-Time Licensed Practical Nurse	\$27.50 per hour
Full-Time Registered Nurse	\$36.30 per hour
Part-Time Registered Nurse	\$36.30 per hour
Part-Time Dental Assistant	\$20.70 per hour
Part-Time Licensed Professional Counselor	\$28.98 per hour
Full-Time Licensed Clinical Professional Counselor	\$1,351 per week
Full-Time Licensed Clinical Psychologist	\$1,643 per week

b) Due to experience related to retention, for bargaining unit employees who earn at or above the minimums after applying the wage increases, effective the first full pay period after the

Execution Date, as a market adjustment, the Employers shall increase those employees' hourly rate as follows, depending on years of DuPage County Jail service as of the Execution Date:

5-9 years:	35 cents
10-19 years:	45 cents
20 and over:	55 cents

#### **Section 16.3 - Call Back Pay**

A "call back" is defined as an official assignment of work, which does not continuously precede or follow an employee's scheduled working hours. Employees, except for salaried Mental Health Professionals, reporting back to the Employers' premises for a call back shall be paid a minimum of two (2) hours pay at the applicable rate of the affected Employee, beginning at the time of arrival at the designated location and ending at the completion of the assignment or reason for call back. The provision of the two (2) hour minimum shall not apply if an employee is called back to correct their own error, wherein they shall only be compensated for time worked.

#### **Section 16.4 - Shift Differential**

A shift differential shall be added to an employee's base wage as follows:

For Licensed Practical Nurses and Registered Nurses, not including PRNs or Head Nurses:

2<sup>nd</sup> Shift: \$2.25 per hour

In addition to their base wage and shift differential above, Licensed Practical Nurses and Registered Nurses, not including PRNs or Head Nurses, shall receive an additional \$0.50 per hour for all hours worked on the weekend.

#### **Section 16.5 - Head Nurse Differential**

The Health Services Administrator will determine to which shifts a Head Nurse will be assigned. It should be noted that Head Nurses are not assigned to each shift. Any Head Nurse who is assigned by the Health Services Administrator to work and who is designated by the Health Services Administrator to work in such capacity shall be paid a differential of \$2.00/hr., in addition to the employee's base wage, for any such hours worked as a Head Nurse. The Health Services Administrator will designate who may be assigned charge responsibilities. The nurse assigned to charge responsibilities must be deemed qualified as defined by the Health Services Administrator.

#### **Section 16.6 - PRN Compensation**

Medical Professionals and Mental Health Professionals in PRN status shall be scheduled as needed. Effective upon execution of this Agreement, or the first pay period following November 30, 2022, whichever occurs sooner, the minimum hourly rate for a PRN in the LPN classification shall be \$28.50, and the minimum hourly rate of pay for a PRN in the RN classification shall be \$37.30. To remain in active PRN status, an employee is required to work four (4) shifts a month

and one holiday a year. A PRN employee is eligible for annual base wage increases, in accordance with this Agreement.

## **ARTICLE 17 – MISCELLANEOUS**

### **Section 17.1 - Printing of Agreement**

The Union shall have the contract and any agreed upon Memoranda of Understanding printed, and the Employer shall be provided five (5) copies and all employees shall be provided a copy.

### **Section 17.2 - Personnel Files**

Any employee may inspect his or her own personnel file twice a year as per the Personnel Record Review Act. 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 17.3 - Resignation: Voluntary Termination**

Employees are required to submit their intent to resign, in writing, fourteen (14) days prior to the effective date of said resignation. Failure to give proper notification of resignation will result in the Employee's ineligibility for rehire or recommendation.

### **Section 17.4 - Reimbursement of Training, Continuing Education, and Equipment Expenses**

Employees required to attend training shall be reimbursed for expenses relating specifically to such training in accordance with current DuPage County Travel/Business Reimbursement Regulations or as such regulations shall be modified or changed from time to time.

The employee shall be reimbursed for costs incurred in connection with attendance at certain Office authorized training courses, whether held within or outside of DuPage County, as approved by the Bureau Chief prior to the attendance of the course.

Any employee who wishes to voluntarily separate their employment within one year after completion of any specialized training provided by the Sheriff's Office understands that the costs of said training, uniforms and equipment provided, will be withheld from any final compensation or payments due to them from the DuPage County Sheriff's Office.

Employees attending training, at the direction of the Office, shall be reimbursed for expenses relating specifically to such training, in accordance with then existing reimbursement regulations.

The Employer agrees to notify bargaining unit members of any required face to face continuing education opportunities that are offered by the Employers or their affiliates.

### **Section 17.5 - Outside Employment**

Employees covered by this Agreement who wish to work outside employment will 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. Employees employed at the time of this Agreement will be allowed to maintain their dual employment status, provided the Sheriff or HSA continues to approve and provided that such outside employment is not in conflict with operational needs.

### **Section 17.6 - Rules and Regulations**

Unless otherwise stated and agreed to in this Agreement, Sheriff's Office General Orders, Rules, Regulations, and DuPage County Policies shall be updated regularly to maintain compliance with all applicable codes and laws, including standards as determined by any accrediting body. Employees covered by this Agreement shall be provided access to a copy of such rules, regulations, general orders and/or policies and procedures. Employees covered by this Agreement shall follow such rules, regulations, guidelines, policies and procedures, unless otherwise stated in this Agreement.

### **Section 17.7 - Tuition Reimbursement**

The employees covered by this Agreement shall receive tuition reimbursement benefits in accordance with Policy 6.4, entitled "Tuition Reimbursement," from the County's Personnel Policy Manual, as amended from time to time.

### **Section 17.8 - Adoption Assistance**

The employees covered by this Agreement shall receive adoption assistance in accordance with Policy 6.7, entitled "Adoption Assistance," from the County's Personnel Policy Manual, as amended from time to time.

### **Section 17.9 - Pension Plan/Retirement**

Some members may also be covered by a pension plan, as provided through the Illinois Municipal Retirement Fund as governed by Policy 6.2, entitled "Illinois Municipal Retirement Fund," of the County's Personnel Policy Manual, as amended from time to time.

### **Section 17.10 - Training Courses**

Full-time employees may be given the opportunity to attend Sheriff's Office approved classes to further their education and improve job performance. Employees may be required to alter their regular work schedule to attend these Sheriff's Office approved classes. Mandatory classes attended during off-duty time will result in payment at the appropriate rate.

### **Section 17.11 – Grooming Standards**

Employees are expected to maintain a professional look at all times while on duty, pursuant to Sheriff's Personnel Policy PER 1-9.2 - "Appearance," which will be made available to members of this bargaining unit.

### **Section 17.12 - 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 (1/10<sup>th</sup>) 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 – WORKING CONDITIONS**

### **Section 18.1 - Work Environment**

The Employer shall endeavor to provide a reasonably safe work environment for all employees. The Employer, the Union, and all bargaining unit employees shall communicate as necessary to achieve this purpose. The parties agree that any violation of this Section may be grieved and processed through Step 2 in the Grievance Procedure, but no further. Notwithstanding the above, the parties agree that work environment and/or safety issues are proper topics for a Labor/Management Conference, in accordance with Section 3.1 of the Agreement. Health and safety issues shall be brought by the Union to the attention of the Sheriff or his designee, and a meeting to discuss such health and safety issues shall be scheduled expeditiously.

### **Section 18.2 - Communicable Diseases**

The current Sheriff 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 18.3 - Sub Contracting**

The Employers shall have the right to contract out and/or subcontract bargaining unit work. In the event that the Employers, in the exercise of their sole discretion, decide to contract out, subcontract work or privatize work which is being performed by members of the bargaining unit, which decision results in the layoff of any member of the bargaining unit, the Employers shall provide the employees to be laid off and the Union with thirty (30) calendar days' notice or pay in lieu of such notice. A laid off employee shall be eligible to apply for open positions for which they are qualified within either the Sheriff's office or with DuPage County. If an employee is transferred to another position in the Sheriff's office prior to the scheduled date of layoff, such employee's benefit time banks shall be transferred to such employee's new position with the Sheriff's office. Laid off full-time employees shall be entitled to the following benefits, in lieu of impact and effects bargaining:

1. Pay for the employees' earned but unused vacation, subject to normal withholdings.
2. Pay for accrued, unused and banked sick leave, subject to normal withholdings.
3. Severance pay, as set forth in Section 9.3 of this Agreement, provided that employees who receive retention benefits shall not be eligible to receive severance pay.

4. The right to maintain health insurance coverage at the then-applicable Employer/employee monthly premium contribution rates, in accordance with the following schedule:
  - a. Full-time employees who have from two (2) months to and including thirty-six (36) months of completed full-time service as a bargaining unit member: Two (2) months, in addition to the month in which the layoff occurred.
  - b. Full-time employees who have more than thirty-six (36) months of completed full-time service as a bargaining unit member: Six (6) months, in addition to the month in which the layoff occurred.
  - c. Full-time employees who have more than one hundred twenty (120) months of completed full-time service as a bargaining unit member: Eight (8) months, in addition to the month in which the layoff occurred.
5. Continued access to the Employee Assistance Program for one hundred eighty (180) calendar days following the effective date of the lay-off.
6. A letter to a prospective employer setting forth, at a minimum, the employee's initial date of hire, last date of employment, last rate of pay and that such employee had been laid off.
7. Upon request made within one hundred eighty (180) days of the effective date of the lay-off, one copy of any training certificates and awards that such employee received that are in possession of the Employers.

## **ARTICLE 19 - EMPLOYEE DRUG, ALCOHOL AND OTHER TESTING**

### **Section 19.1 - 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, 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 cannabis or the consumption of alcohol or cannabis 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. For purposes of this Section, "under the influence of cannabis" shall be defined as 15 ng/ml or more on a confirmatory test.

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. 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 19.2 - 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 worksite, 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, cannabis, illegal drugs or through the misuse of prescription medications.
- C. Employees are prohibited from consuming alcohol or cannabis during their work hours.
- 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.), and 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 19.3 - 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 19.4 - Type of Testing**

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

#### **Section 19.5 - 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 19.6 - 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, but only 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 19.7 - 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. For purposes of this Section, "under the influence of cannabis" shall be defined as 15 ng/ml or more on a confirmatory test.

### **Section 19.8 - 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 19.9 - 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 19.10 - Pre-Employment Testing**

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

### **Section 19.11 - 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 Sheriff's Office members by request or supervisory referral. If further help is needed, an EAP counselor shall provide a referral to another appropriate community resource based on its referral policy.

## **ARTICLE 20 - 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.

Solicitation for the benefit of the collective bargaining representative by bargaining unit employees may not be done on work time. 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 21 – CLOTHING AND EQUIPMENT ALLOWANCE**

Employees covered by this Agreement shall be provided an annual clothing and equipment allowance as follows:

Full-time employees - \$200.00

Part-time employees - \$100.00

PRNs are not eligible for the clothing and equipment allowance.

## **ARTICLE 22 – NO STRIKE OR LOCKOUT**

### **Section 22.1 - Strike Prohibited**

The Union or any of its officers, agents, or representatives, and 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, 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 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 shall immediately 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 22.2 - Discipline of Strikers**

Any employee who violates the provisions of Section 22.1 of this Article may be subject to immediate discharge or otherwise disciplined by the Employer, at the discretion of the Employer.

### **Section 22.3 - No Lockout**

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

#### **Section 22.4 - Employer's Judicial Remedies**

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

#### **ARTICLE 23 - 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. The terms of Article 22, entitled "No Strike or Lockout," shall remain in full force during the period of any such negotiations.

#### **ARTICLE 24 – COMPLETE AGREEMENT**

This Agreement constitutes the complete and entire Agreement between the parties and concludes collective bargaining between them for its term, unless otherwise provided for in this contract. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement.

During the negotiations resulting in this Agreement, the Employers and the Union each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter as to which the Illinois Public Employees Labor Relations Act imposes an obligation to bargain, and that the understandings and agreements reached by the parties after the exercise of that right and opportunity are stated in this Agreement. Therefore, the Employers and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees the other shall not be obligated to bargain collectively with respect to any subject referred to or covered in this Agreement. Changes in this Agreement, whether by addition, waiver, deletion, amendment or modification, must be reduced to writing and executed by both the Employers and the Union.

#### **ARTICLE 25 - 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, 2024. 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

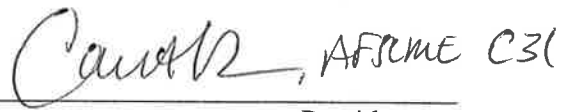
unless either party gives at least ten (10) days written notice to the other party of its desire to terminate this Agreement, provided such termination date shall not be before the anniversary date set forth in the preceding paragraph.


Executed this 22nd day of November, 2022, after ratification by the Union's membership and after receiving official approval by the Sheriff and County Board of DuPage County, Illinois.

**SHERIFF**

**AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL  
EMPLOYEES, COUNCIL 31, AFL-CIO,  
ON BEHALF OF LOCAL 3328**

  
James Mendrick, Sheriff, County of DuPage

  
\_\_\_\_\_, President

**COUNTY OF DUPAGE COUNTY, ILLINOIS**  
  
Dan Cronin, Chairman  
DuPage County Board



**APPENDIX A**

**Policy 5.4, "Sick Time," of DuPage County Personnel Policy Manual**

# APPENDIX A



Policy 5.4	Sick Time		
<u>Effective Date:</u> 9/14/10  <u>Last Amended Date:</u> 2/28/12, 2/26/13, 3/24/20	<u>Applicable Law/Statute:</u> None	<u>Source Doc/Dept.:</u> None/HR	<u>Authorizing I.C. Sec:</u> None

## SICK TIME

5.4

### ~~POLICY~~

~~It is the policy of DuPage County to recognize that employees may occasionally be absent because of illness or injury. The County believes that employees should be protected against a loss of income because of such temporary absences.~~

### ~~ELIGIBILITY~~

- ~~All full-time employees under County Board Jurisdiction are eligible for sick time.~~
- ~~Care Center part-time employees that are normally scheduled to work at least twenty (20) hours or more per week are eligible for sick time.~~

### ~~GUIDELINES~~

- ~~Employees will accrue eight (8) sick days annually. Sick time credits will accrue on a monthly basis as follows:~~
  - ~~Employees working 75.00 hours Bi-Weekly 5.00 hours~~
  - ~~Employees working 80.00 hours Bi-Weekly 5.33 hours~~
  - ~~Any other Bi-Weekly hours should be pro-rated, not to exceed sixty-four (64) hours of sick time annually.~~
- ~~Eligible part-time employees will receive sick time at a proportional rate, based on the number of hours they are regularly scheduled to work.~~
- ~~Sick time will be calculated at 1/10 of the normally scheduled bi-weekly work hours.~~
- ~~Sick time hours accrued and banked, may be used during the course of employment for the employee's own health condition or to care for an immediate family member who requires the employee's care or other reasons as stated within the Policy handbook.~~

E. Effective December 1, 2011, all sick time hours accrued, unused, and banked will be frozen for purposes of eligibility for monetary compensation. This accrued sick time will continue to be eligible for pay based on years of service at time of separation, as outlined in procedures 11 and 12.

~~F. Employees who have been rehired shall accrue sick time as of their rehire date, unless the employee is separated for less than thirty (30) days as a result of layoff or employer initiated separation. In that case, if the separation is less than thirty (30) days, the accrual shall continue from the original date of hire.~~

G. Sick time earned after December 1, 2011, may be accrued up to a maximum of 120 days. This bank will be maintained separately from sick time banked prior to December 1, 2011. Sick time may be used as follows:

1. For the employee's own health condition or to care for an immediate family member who requires the employee's care or other reasons as stated within the Policy handbook.
2. To obtain service credit to the full extent allowed by Illinois law and IMRF policies, if any.

~~H. An employee who transfers out of a position eligible for sick time, and then returns to a position that is eligible for sick time, may accrue sick time as of the date returning to the sick time eligible position, unless the transfer is for less than thirty (30) days.~~

## PROCEDURES

- ~~1. Sick time will not accrue during any personal leave of absence or during any medical leave of absence greater than thirty (30) days.~~
2. Sick time accrued prior to December 1, 2011 will accrue and be carried over from year to year up to a maximum of 250 days, any sick time greater than 250 days will be forfeited.
- ~~3. An employee must notify their Supervisor or other designee directly when illness or injury prevents the employee from coming to work. Notice to the Supervisor or other designee should be given within a time frame established by the Department and should continue at the beginning of each work shift for which the employee is unable to report to work.~~
- ~~4. If a Department Head does not consider the evidence submitted as adequate for the use of sick time, additional documentation may be required, regardless of the number of days absent. If this additional documentation is not supplied, the request for sick time shall be denied and the time shall be coded as without pay. The time without pay may include a preceding or following designated holiday or vacation day.~~



- ~~5. A doctor's note will be required of an employee who is out for three (3) or more days, at the discretion of the Department Head. The doctor's note must include a release to work and indicate if any medical restrictions are required.~~
- ~~6. Any employee determined by the Department Head or Supervisor to be abusing the provisions of the sick time policy shall be subject to disciplinary action, not to exclude termination.~~
7. Eligible employees may receive payment for accrued, unused sick time as indicated below, based on employment date.
8. Employees who sign a formal notice of separation may receive such payment for accrued, unused sick time up to six (6) months prior to their separation.
- ~~9. Employees may not request payment for any sick time that has not yet been earned.~~
- ~~10. A special sick leave provision may be approved by the Chairman of the County Board in conjunction with the Human Resources Department during the flu season, or a public health crisis or public health event to extend the sick benefit and grant an employee sick time if they have insufficient sick leave hours. Before leave may be advanced, all accrued and banked sick time, vacation time, personal days and compensatory time must first be depleted. Any advanced sick time will be repaid from future sick time accruals or be deducted from the final paycheck issued to the employee.~~
- ~~11. For employees hired prior to November 1, 2005:~~
  - ~~a. Once an employee 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 based on their length of service as indicated in the Payout Table below.~~
  - ~~b. Upon separation or layoff, the employee has the option to either:~~
    - ~~1. Receive monetary compensation for accrued, unused, sick time, based on the Sick Time Payout Table below; or~~
    - ~~2. To obtain service credit to the full extent allowed by Illinois law and IMRF policies, if any.~~

<del>YEARS OF COMPLETED CONTINUOUS SERVICE</del>	<del>MONETARY COMPENSATION PERCENTAGE RATE</del>
<del>5 through 7 years</del>	<del>50%</del>
<del>8 through 10 years</del>	<del>67%</del>
<del>11 through 15 years</del>	<del>75%</del>
<del>16 years or greater</del>	<del>100%</del>

## **12. For employees hired after November 1, 2005:**

- a. For an employee who has completed eight (8) years of service, upon separation or layoff, the employee will have the option to either:
  - A. Receive monetary compensation for accrued, unused sick time at 50% of the value or,
  - B. To obtain service credit to the full extent allowed by Illinois law and IMRF policies, if any.

Request for Payment of Accrued Sick Leave forms are available on the internet under the Human Resources tab.

## **13. Donated Sick Time**

- a. **Eligibility.** To qualify, the employee requesting donated sick time must:
  - i. Have a non-work related serious illness or injury, as verified in writing by a health care provider, which meets the definition of a serious health condition under the Family and Medical Leave Act (FMLA) and an estimated date of return to full duty from the health care provider; or
  - ii. Have a spouse, domestic partner, or dependent who resides in the employee's household with a serious illness or injury, as verified in writing by a health care provider, which meets the definition of a serious health condition under the Family and Medical Leave Act (FMLA);
  - iii. Have an insufficient amount of accrued and unused sick time to cover the estimated period of absence;
- b. **Approval.** Upon approval of an employee's request for donated sick time, the Human Resources Department shall:
  - i. Notify County employees of the requesting employee's need for donated sick time while respecting the employee's right of privacy; and
  - ii. Approve payment of any such donated sick time to the requesting employee up to the amount of donated leave, or the hours necessary to provide the employee with their regular, straight-time pay for such pay period, whichever is less.
- c. **Donating Sick Time.** An employee may donate accrued and unused sick time to any County employee who has been approved to receive donated sick time as long as the donating employee retains a sick leave balance of at least 37.5 or 40 hours after deduction of the hours offered for donation.
  - i. Donations of sick time shall be in one hour increments.



- ~~ii. An employee receiving donated sick time shall be paid at their regular rate regardless of the rate of pay of the employee donating such leave.~~
- ~~iii. Sick time shall be deducted from donating employees in the order donated and shall be credited to the receiving employee's account on pay day up to the amount necessary for the employee to be paid their regular two weeks' pay. No sick time shall accumulate in the account of a receiving employee or be converted to cash or compensatory time. Any sick time donated by an employee that is not used shall remain in the account of the donating employee.~~
- ~~iv. An employee using donated sick time shall be in active pay status and shall accrue sick time, and be entitled to any other benefits they would normally receive. All sick time or other paid leave provided to or accrued by an employee while using donated sick time shall be used in the following pay period first before donated sick time is used.~~
- ~~v. An employee approved to receive donated sick leave shall be eligible to receive such leave until the employee:
  - ~~a. Returns to full duty; or~~
  - ~~b. Exhausts all donated leave; or~~
  - ~~c. Has been on donated sick leave for a total of six months.~~~~
- ~~vi. Employees absent from work and receiving donated sick leave may not work, perform services, receive, or earn compensation for or from any other entity, including the employee's own business, from the beginning of such absence until the employee returns to work.~~

### ~~Donated Sick Leave~~

- ~~a. An employee requesting the use of donated sick time must submit a Request to Receive Donated Sick Time Form, to the Human Resources Department along with a written certification from a health care provider of the employee's serious health condition, on a Health Certification Form, and an estimated date of the employee's return to full duty, must be attached to the request.~~
- ~~b. Upon approval of a request for donated sick time, Human Resources shall complete a Notice to Donate Sick Time and forward copies to each County Department.~~
- ~~c. An employee wishing to donate sick time to a fellow employee eligible for donation shall complete their portion of the Notice to Donate Sick Time, sign and date it (including the time of signature) and return it to Human Resources.~~
- ~~d. Human Resources shall confirm the employee(s) wishing to donate sick time have sufficient balance to do so and shall allocate sick time pursuant to this Policy.~~