

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

COUNTY OF JO DAVIESS & SHERIFF OF

JO DAVIESS COUNTY

AND

ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

FOR JO DAVIESS COUNTY SHERIFF'S EMPLOYEES

December 1, 2022 to November 30, 2026

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ARTICLE I – AGREEMENT

THIS AGREEMENT is entered into by and between the County Board of the County of Jo Daviess, Galena, Illinois, and the Sheriff of Jo Daviess County designated by statute as co-employers (herein referred to as “Employers”), and the Illinois Fraternal Order of Police (hereinafter referred to as the “Union or “Labor Council”).

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employers and the Labor Council representing the employees in the bargaining unit, and to make clear the basic terms upon which such relationship depends. It is the intent of both the Employers and the Labor Council to work together and to provide and maintain mutually agreeable and satisfactory wages, hours, terms and conditions of employment, and to prevent as well as to adjust misunderstandings and grievances relating to employees’ wages, hours and working conditions.

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

ARTICLE II – RECOGNITION

Section 2.1 – Unit Description

The Employers hereby recognize the Labor Council as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on any and all matters relating to wages, hours, and all other terms and conditions of employment of all employees in the bargaining unit. The bargaining unit shall include:

INCLUDED: All full-time sworn officers employed by the County of Jo Daviess and Sheriff of Jo Daviess County in the following ranks: Deputy Sheriff; Detective; Corrections Officer; Telecommunications Officer; Court Security Officer; Chief Court Security Officer.

EXCLUDED: Sheriff, Sergeants, any supervisory, managerial or confidential employees and all other employees of the County of Jo Daviess and Sheriff of Jo Daviess County.

Section 2.2 – Supervisors

Supervisors may continue to perform bargaining unit work which is incidental to their jobs. They may also perform bargaining unit work in emergency situations and where such work is necessary to train a bargaining unit employee. Such work by supervisors shall not cause any layoff or reduction in the work hours of the bargaining unit employees. However, it is expressly understood and agreed that no outside agency shall perform the covered members work, unless a state of emergency is declared. If non-bargaining unit employees perform bargaining unit work, this issue shall immediately be grieved at the second step of the grievance procedure.

Section 2.3 – Short-Term/Part-Time Employees

The Employers may continue to utilize the services of short-term and part-time employees to perform bargaining unit work in accordance with past practice and this Agreement. Work performed by short-term and/or part-time employees shall not reduce regular working hours or

benefits of regular employees covered by this Agreement. There shall be no diminution of the bargaining unit resulting from the performance of bargaining unit work, nor shall such short term or part-time employees be used to avoid hiring full time bargaining unit employees. No short term or part-time employee shall be or remain employed while any full-time bargaining unit member is on layoff.

ARTICLE III – NON-DISCRIMINATION

Section 3.1 – Equal Employment Opportunity

The Employers will continue to provide equal employment opportunity for all employees and develop and apply equal employment practices. Complaints or charges of discrimination under Article III shall not be subject to the grievance and arbitration Article of this Agreement.

Section 3.2 – Prohibition Against Discrimination

The Employers and the Union agree that there shall be no discrimination by the Employers or the Union against employees because of creed, religion, national origin, sex, age or marital status or because of a physical handicap with respect to a position the duties of which can be performed adequately by an individual with such a physical handicap without danger to the health or safety of the physically handicapped person or to others.

Section 3.3 – Union Membership or Activity

Neither the Employers nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against any such employees because of lawful Union membership or non-membership, activity or status.

ARTICLE IV – LABOR MANAGEMENT CONFERENCES

Section 4.1 – Labor Management Conferences

The Labor Council and the Employers mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Labor Council representatives and responsible administrative representatives of the Employers. Such meetings may be scheduled if notice is given at least seven (7) days in advance by either party by placing, in writing, a request to the other for a “labor-management” conference and expressly providing the agenda and location for such meeting. Such notice may be waived by mutual consent of the parties. The agenda and issues for such meetings shall be limited to:

- (a) Discussion on the implementation and general administration of this Agreement.
- (b) A sharing of general information of interest to the parties.
- (c) Discussion of pending grievances on a non-binding basis to attempt to adjust such grievances and to discuss procedures for avoiding future grievances.
- (d) Items concerning safety issues.

The Employers and the Labor Council agree to cooperate with each other in matters of the administration of this Agreement, and to the degree that standards of law enforcement can be effectuated for the maximum protection of the citizens of the State of Illinois. To effectuate the purposes and intent of the parties, both parties agree to meet as necessary.

Section 4.2 – Integrity of the Grievance Procedure

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be discussed in detail at labor-management conferences, and any such discussions of a pending grievance shall be non-binding on either party and solely for the purpose of exploring alternatives to settle such grievances and such grievance discussion shall only be held by mutual agreement of the Employers and the Labor Council, nor shall negotiations for the purpose of altering any or all of the terms of this Agreement occur at such meetings.

ARTICLE V – MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of this Agreement, the Employers retain all traditional rights to manage and direct the affairs of the Jo Daviess County Sheriff's Office in all of its various aspects and to manage and direct its employees, including but not limited to the following:

- (a) to plan, direct, control and determine the budget and all operations, services, policies and missions of the Sheriff's Office;
- (b) to supervise and direct the working forces;
- (c) to establish the qualifications for employment and to employ employees;
- (d) to establish work and productivity standards, and from time to time, to change those standards;
- (e) to assign overtime;
- (f) to purchase goods and services;
- (g) to determine the methods, means, organization and number of personnel by which departmental services shall be made or purchased;
- (h) to make, alter and enforce reasonable rules, regulations, orders and policies;
- (i) to evaluate or promote employees;
- (j) to establish performance standards;
- (k) to discharge non-probationary employees for just cause (probationary employees without cause);
- (l) to suspend or otherwise discipline employees;
- (m) to change or eliminate existing equipment or facilities or introduce new ones without having to negotiate over the effects of such change.

The Employers shall also have the right to take any and all actions as may be necessary to carry out the mission of the County and the Sheriff's Office in the event of civil emergency as may be declared by the County Board or the Sheriff or their authorized designees which may include, but are not limited to: riots, civil disorders, tornado conditions, floods or other catastrophes or financial emergencies, and to suspend the terms of this Agreement during such civil emergency. Nothing herein shall affect the internal control authority of the Sheriff.

ARTICLE VI – NO STRIKE

Section 6.1 – No Strike Commitment

Neither the Labor Council nor any employee will call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage or the concerted interference with the full, faithful, and proper performance of the duties of employment with the Employers by bargaining unit employees during the term of this Agreement. Neither the Labor Council nor any employee shall refuse to cross any picket line in the performance of police duties by whomever established.

Section 6.2 – Resumption of Operations

In the event of action prohibited by Section 6.1 above, the Labor Council immediately shall disavow such action and request the employee to return to work and shall use its best efforts to achieve a prompt resumption of normal operations. The Labor Council, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

Section 6.3 – Union Liability

Upon the failure of the Labor Council to comply with the provisions of Section 6.2 above, any agent or official of the Labor Council who is an employee covered by this Agreement may be subject to the provisions of Section 6.4 below.

Section 6.4 – Discipline of Strikers

Employees who violate the provisions of this Article may be disciplined or discharged by the Employers.

Section 6.5 – Judicial Restraint

Nothing contained herein shall preclude the Employers from seeking judicial restraint and damages in the event the employees or the Labor Council violates this Article.

Section 6.6 – No Lockout

The Employers will not lock out any employee during the terms of the Collective Bargaining Agreement as a result of a labor dispute with the Labor Council.

ARTICLE VII – CHECKOFF

Upon receipt of a signed authorization from an employee in the form set forth in Appendix A of this Agreement, the Employers agree to deduct uniform monthly dues from such employee's pay. The Labor Council will notify the County in writing of the amount of the union dues to be deducted. Deductions shall be made on the second payday of each month and shall be remitted, together with an itemized statement, to the Labor Council by the fifteenth (15th) day of the month following the month in which the deduction is made.

ARTICLE VIII – RESOLUTION OF IMPASSE

The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, as amended (Illinois Compiled Statutes, Ch. 5 Section 315/14). The Employers and Labor Council agree that any arbitration hearings shall be held in Galena, Illinois, unless both parties agree otherwise.

ARTICLE IX – DISPUTE RESOLUTION & GRIEVANCE PROCEDURE

Section 9.1 – Purpose

The purpose of the grievance procedure shall be to settle contractual grievances between the Employer, employees and the Union as quickly as possible, in order to ensure efficiency and promote employee morale.

Section 9.2 – Definition of Grievance

A grievance is hereby defined as any dispute or difference between the Employer and the Union or an employee with respect to the interpretation, compliance, or application of any of the provisions of this Agreement.

Section 9.3 – Representation

Grievances may be processed by an individual employee or the Union on behalf of an individual employee. The Union may also file a grievance on behalf of a group of employees if the same facts, issues and requested remedy apply to all employees in the group. Either party may have the grievant or one grievant representing the group of grievants present at any step of the grievance procedure. An individual grievant is entitled to union representation at each and every step of the grievance procedure.

Section 9.4 – Subject Matter

Only one subject matter shall be covered in any one grievance. A grievance shall contain a statement of the grievant(s)' or Union's position, the Article, and Section of the Agreement allegedly violated, the date of the alleged violation, the relief sought, and the signature of the grievant, or Steward representative, the Union representative and the date.

Section 9.5 – Settlement Procedure

Grievances arising shall be raised, discussed and taken up in accordance with the following procedure:

(a) Step 1 – Immediate Supervisor

The employee or the Union, within twenty-one (21) calendar days of the incident giving rise to the grievance, shall raise the grievance with their Immediate Supervisor; provided he shall only discuss the grievance with their supervisor during working hours upon approval of the supervisor to do so. Failure to raise a grievance within twenty-one (21) calendar days of the incident shall render the issue moot and bar the filing of such grievance. The immediate supervisor shall have fourteen (14) calendar days in which to attempt to settle the grievance or to respond to the grievance in writing. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances.

(b) Step 2 – Chief Deputy

If the grievance is not resolved in Step 1, the grievance shall be reduced to writing stating the complete facts of the complaint, the section(s) of the Agreement allegedly violated, and the relief requested. A copy of the standard grievance form is attached hereto as Appendix B. The grievance shall be dated and signed by the employee, Steward or by the Labor Council person of the Union. Such written grievance shall be presented personally (or mailed by certified mail, return receipt requested, or e-mail) to the Chief Deputy within seven (7) calendar days after the expiration

of the time to settle the grievance in Step 1. The grievance shall specifically state the basis upon which the grievant or Union believes the grievance was improperly denied in Step 1 in the grievance procedure. The Chief Deputy shall have fourteen (14) calendar days in which to attempt to settle the grievance/or to respond to the grievance in writing.

(c) Step 3 – Jo Daviess County Sheriff

If the grievance is not resolved in Step 2, the written grievance shall be presented personally (or mailed by certified mail, return receipt requested, or e-mail) to the Jo Daviess County Sheriff within seven (7) calendar days after the expiration of the time to settle the grievance in Step 2. The Jo Daviess County Sheriff shall have fourteen (14) calendar days in which to attempt to settle the grievance/or to respond to the grievance in writing. If a grievance alleging a violation of Article X is not resolved at Step 3, the grievance must be appealed directly to Step 5. Such appeal shall be in the form of a written demand.

(d) Step 4 – County Labor Committee

If, except for grievances alleging violations of Article X, the grievance is not resolved in Step 3, the grievance may be appealed to Step 4 of the grievance procedure. The written grievance shall be presented personally (or mailed by certified mail, return receipt requested, e-mail) to the County Labor Committee or its designee within seven (7) calendar days of the County Sheriff's Step 3 response or the day such response was due, whichever occurs first. The grievance must specifically state the basis upon which the grievant believes that the grievance was improperly denied in Step 3 in the grievance process. The County Labor Committee or its designee shall have fourteen (14) calendar days after the first regularly scheduled monthly meeting of the Labor Committee in which to respond to the grievance, provided, however, that upon agreement of the parties, a special meeting may be held to review the grievance at this step. In the event such a meeting is held, the County Labor Committee or its designee shall have the same fourteen (14) calendar-day period from the date of the special meeting in which to respond to the grievance. In the event the County Labor Committee or its designee does not answer within fourteen (14) calendar days after its regularly scheduled monthly meeting or a special meeting, whichever occurs first, the grievance shall be deemed denied. In any case, the Labor Council or the Employer may appeal a grievance to arbitration within fourteen (14) calendar days following denial of a grievance at Step 3.

(e) Step 5 – Arbitration

- (i)* If, in accordance with the above procedure, the grievance(s) is properly appealed by the Union or the Employer to arbitration, representatives of the Employer and the Union shall meet to select an arbitrator, from a mutually agreed list of arbitrators. If the parties are unable to agree on an arbitrator within fourteen (14) calendar days after the appeal to arbitration is filed, the parties shall jointly request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. All persons on such list shall be members of the National Academy of Arbitrators and have a primary business address in Illinois. Each party retains the right to reject one (1) panel in its entirety and request that a new panel be submitted. Upon receipt of such list, each party shall alternatively strike a name from the list until there is one (1) name remaining, who shall be the Arbitrator. The winner of a coin toss shall determine which party strikes first.

- (ii) Upon the selection of an arbitrator, he/she shall be notified of their selection by a joint letter from the Employer and Union, requesting that the Arbitrator set a time and place for the hearing, subject to the availability of the Employers' and the Union's representatives and shall be notified of the issue where mutually agreed by the parties.
- (iii) The Employers or Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses. Any employee subpoenaed to testify for either party shall be with pay if they are called to testify during their normally scheduled work hours. Once an employee is done testifying, they shall return to work. Time spent testifying at an arbitration shall not count as hours worked for purposes of overtime.
- (iv) Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on the question of arbitrability. The arbitrator shall have jurisdiction only over disputes arising out of grievances as defined in Section 9.2 of this Article. Once a determination is made that the matter is arbitrable, the arbitrator shall then proceed to hear and determine the merits of the dispute.
- (v) The decision of the Arbitrator shall be rendered within sixty (60) days of the close of the hearing of the dispute unless extended by mutual agreement. The findings of the arbitrator shall be final and binding upon the parties.
- (vi) The expenses and fees of the arbitrator, court, and transcription costs shall be shared equally by the parties. Each party shall be responsible for compensating its own representatives and witnesses. All hearings shall be held in the City of Galena, Illinois, unless otherwise agreed to by the Union and Employer.
- (vii) Nothing in this Article shall preclude the parties from agreeing to the appointment of a panel of permanent arbitrators or a permanent arbitrator during the terms of the Agreement.
- (viii) If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes a copy available without charge to the arbitrator.

Section 9.6 – Miscellaneous Provisions

- (a) Any grievance shall be considered settled on the basis of the last written answer of the Employer if not appealed to the next step or to arbitration within the time limitations set forth herein. Time is of the essence. Time limits may be extended by mutual written agreement.
- (b) The disposition of any grievance at any step of the grievance procedure, or prior to actual receipt of the decision of the arbitrator, by agreement between the Employer and the Union, shall be final and binding upon the employee, employees and persons who are involved or affected thereby. Any interpretation of this Agreement

agreed upon by the Employer and the Union shall be final and binding upon all employees and upon any person affected thereby.

- (c) Any grievance filed per any suspension or termination shall be filed at Step 3.

ARTICLE X – DISCIPLINE

Section 10.1 – Progressive Discipline

- (a) Employees shall only be disciplined for Just Cause.
- (b) The parties recognize the principle of progressive and corrective discipline for non-probationary employees. The involved Employers' agreement to use progressive and corrective discipline does not prohibit the Sheriff in any case from imposing discipline which is commensurate with the severity of the offense.
- (c) The Sheriff shall notify both the employee and the Labor Council of such disciplinary action taken. Such notification shall be in writing and shall reflect the specific notice of the offense giving rise to such action.
- (d) All disciplinary action, up to and including termination will be processed per Article IX.

Section 10.2 – Union Representation

An employee shall be entitled to a Union representative at any meeting, conference, interview or interrogation under circumstances where the actions of the affected employee are being investigated and the affected employee reasonably believes that they may be subject to discipline.

Section 10.3 – Investigatory Interviews

- (a) Should the Sheriff desires to conduct an investigatory interview of an employee where the results of the interview might result in discipline of that employee, the Sheriff agrees to first inform the employee that the employee has a right to Labor Council representation at such interview.
- (b) If the employee desires such Labor Council representation, no interview shall take place without the presence of a Labor Council representative. The role of the Labor Council representative is limited to assisting the employee, clarifying the facts and suggesting other employees who may have knowledge of the facts.

Section 10.4 – Conduct of Disciplinary Investigation

Whenever any employee covered by this Collective Bargaining Agreement is under investigation and subjected to interrogation by the Jo Daviess County Sheriff's Office, for any reason which could lead to disciplinary action, demotion or dismissal, the investigation and interrogation shall be conducted in accordance with the procedures set forth in the Uniform Peace Officers Disciplinary Act (55 ILCS 5/11001, et seq.).

Section 10.5 – Pre-Disciplinary Meeting

- (a) For discipline other than oral and written reprimands, prior to notifying the employee of the contemplated discipline to be imposed, the Sheriff shall notify the Labor Council of the meeting and then shall meet with the employee involved and

inform the employee of the reason for such contemplated discipline, including any names of witnesses and copies of pertinent documents.

- (b) The employee shall be informed of their rights under this Agreement to Labor Council representation and shall be entitled to such, if so, requested by the employee provided that a Labor Council Representative shall be available within seventy-two (72) hours of notification. If the employee does not request Lodge representation, a Lodge Rep shall nevertheless be entitled to be present as a non-active participant at any and all such meetings.
- (c) The employee and Labor Council Representative shall be given the opportunity to rebut or clarify the reasons for such discipline.

Section 10.6 – Personnel Files/Use of Unfounded or Exonerated Material

Any information of an adverse employment nature which may be contained in any unfounded, exonerated or otherwise not sustained file shall not be used against the covered member in any future proceedings and such materials shall be permanently removed from the employee's personnel file. As soon as eligible, such records shall be destroyed in accordance with the "Local Records Act" (50 ILCS 250/1 through 250/20, as amended). The Employers further agree to abide by the "Personnel Records Review Act" (820 ILCS 40/1 through 40/13, as amended).

Section 10.7 – Indemnification

The County shall be responsible for, hold employees harmless from and pay for damages or moneys, which may be adjudged, assessed or otherwise levied against any employees provided the conduct and actions are as a result of and within the scope of employment as defined and limited by applicable Illinois statute.

Section 10.8 – Release of Information

- (a) No photograph or personal information about an employee will be disclosed by the County or Sheriff to the general public unless the employee approves of such disclosure in advance of its release or such disclosure is required by law. Such prohibited disclosures will also include an employee's home address and any telephone numbers.
- (b) The County or Sheriff may provide limited personal information to the media or use such information in the promotion of the Sheriff's Office but will not provide home addresses or personal telephone numbers of employees unless required by law.
- (c) If the County or the Sheriff receives a subpoena to release personal information of an employee, the party served will timely notify the employee of such subpoena.

Section 10.9 – Personal Assets

No employee shall be required or requested to disclose any item of their property, income, assets, source of income or assets, debts or personal or domestic expenditures (including those of any member of their family or household) unless such disclosure is required by a lawful subpoena, State or Federal Law, or the employee is the subject of an internal investigation that may lead to criminal charges and has been notified of such fact.

Section 10.10 – Jo Daviess Merit Commission

The parties recognize that the Jo Daviess County Merit Commission has certain statutory authority over the employees covered by this Agreement, including, but not limited to, the right to make, alter and to enforce rules and regulations. Nothing in this Agreement is intended in any way to replace or diminish the authority of the Jo Daviess County Merit Commission with respects to subjects not covered in this Article.

ARTICLE XI – SENIORITY

Section 11.1 – Definition of Seniority

- (a) Seniority shall be defined as an employee’s cumulative length of service with the Jo Daviess County Sheriff’s Office commencing on the original date of hire. Provided that after an employee has been separated for more than twenty-four (24) consecutive months, the employee shall receive no seniority credit for service occurring prior to the separation.
- (b) Classification (Deputy; Court Security; Corrections; Telecommunications) seniority shall be defined as the employee’s cumulative length of service within a particular classification.

Section 11.2 – Probation Period

An employee is a “probationary employee” for their first twelve (12) months of employment. This probationary period can be extended for six (6) additional months at the discretion of the Sheriff. No matter concerning the discipline or termination of a probationary employee shall be subject to the grievance and arbitration procedures of this Agreement. A probationary employee shall have no seniority, except for layoffs and as otherwise provided in this Agreement, until the employee has completed their probationary period. Upon the completion of their probationary period, the employee will acquire seniority from their date of hire.

Section 11.3 – Seniority List

The Employers and the Union have agreed upon the seniority list setting forth the seniority dates for all employees covered by this Agreement which shall become effective on or after the date of execution of this Agreement. Such list shall finally resolve all questions of seniority affecting employees covered under this Agreement or employed at the time this Agreement becomes effective. Disputes as to seniority listing shall be resolved through the grievance procedure. The agreed listing shall be annually updated between January 1st and 15th of each year this Agreement is in effect. A copy of the revised Seniority List will be provided to the Union and Stewards within fourteen (14) calendar days of the revisions.

Section 11.4 – Termination of Seniority

An employee shall be terminated by the Employers and their seniority broken when he/she:

- (a) quits;
- (b) is discharged for just cause;
- (c) is laid off pursuant to the provisions of the applicable agreement for a period of twenty-four (24) consecutive months;

- (d) accepts gainful employment without the prior approval of the Sheriff; or while on an approved leave of absence from the Sheriff's Office;
- (e) is absent for three (3) consecutive scheduled workdays without proper notification or authorization unless the employee provides, in writing, an explanation that is, in the Sheriff's sole discretion, an acceptable reason for the failure to report; or
- (f) fails to return to work at the conclusion of an approved leave of absence for a period of three (3) consecutive days authorization unless the employee provides, in writing, an explanation that is, in the Sheriff's sole discretion, an acceptable reason for the failure to report.

Section 11.5 – Seniority While on Leave

Employees will not continue to accrue seniority credit for any time spent on unauthorized unpaid leave of absence.

ARTICLE XII – LAYOFF

Section 12.1 – Layoff

The Employers, in their discretion, shall determine whether layoffs are necessary. If determined that layoffs are necessary, employees covered by this Agreement will be laid off in the inverse order of their seniority within their job classification.

Section 12.2 – Layoff Order

Temporary, short-term, part-time and full-time probationary employees of the Sheriff's Office shall be laid off first; then full-time employees shall be laid off in inverse order of their seniority within job classification. Any laid-off, full time employee shall have preference in accordance with applicable seniority for any temporary or part-time work which is available or becomes available within their job classification. No employee will be hired to perform or permitted to perform those duties normally performed by a bargaining unit employee while any unit member is on layoff status. Individual employees shall receive notice in writing of the layoff not less than twenty-one (21) calendar days prior to the effective date of such layoff.

Section 12.3 – Recall

Employees shall be recalled from layoff in the inverse order of their layoff. No new employees shall be hired until all employees on layoff in that classification desiring to return to work shall have been given the opportunity to return to work. Recall rights under this provision shall terminate twenty-four (24) consecutive months after layoff. In the event of recall, eligible employees shall receive notice of recall either by actual notice or by certified mail, return receipt requested. It is the responsibility of all employees eligible for recall to notify the Employers, through the Sheriff, of their address. Upon receipt of the notice of recall, employees shall have seven (7) calendar days to notify the Employers, through the Sheriff, of their acceptance of the recall. The employee shall have seven (7) calendar days thereafter to report to duty. If a layoff occurs pursuant to this Article, unit members affected shall be given first option for any reduced hours normally allotted to part-time employees.

ARTICLE XIII – LEAVE OF ABSENCE

Section 13.1 – Discretionary Leave

- (a) The Sheriff may grant leaves of absence, without pay or salary, to employees under their supervision for job-related reasons (such as further training or study), which will enable employees to perform their usual and customary duties with greater efficiency and expertise, or for other valid reasons (such as prolonged illness of the employee, their spouse, their child or children, or childbirth).
- (b) The Sheriff may assure an employee who is granted such leave, that the employee's position or job will be restored to them at the conclusion of such leave; provided, however, that the employee's employment by the County might, and could, be terminated if, during the period of such leave, the employee's position, or job, were eliminated by action of the County Board or the enactment or amendment of State or Federal legislation would result in the elimination of such position or job. In the event, any person hired to fill the employee's position or to perform their usual and customary duties during the employee's leave will be discharged so as to permit such employee to resume employment.
- (c) No leave shall be granted for a period exceeding one-hundred and eighty (180) consecutive calendar days, nor shall any employee be granted a leave, or leaves, totaling more than one-hundred and eighty (180) days in a given calendar year without the approval of the County Board.

Section 13.2 – Emergency Leave

When there is an emergency situation and/or serious illness or other serious extenuating circumstance at the home of an employee covered by this Agreement, said employee shall be granted time off duty without pay; or be allowed to utilize accrued vacation time, personal days, compensatory time, or, if an illness/injury is involved, sick time to plan to alleviate the emergency situation.

Section 13.3 – Union Business Leave

- (a) To the extent that there is no disruption of interference with operations, leave of absence without pay, or be allowed to utilize accrued vacation time (or sick time if an illness/injury is involved), but not compensatory time shall be granted to Bargaining Unit members who are elected, delegated or appointed by the Bargaining Unit to:
 - (i) Attend Union meetings, conventions and education conferences; or
 - (ii) Handle any other legitimate Union business.
- (b) When attending grievance meetings, labor-management conferences, or collective bargaining sessions no more than one (1) employee will be granted paid release time for up to one-half hour prior to and one-half hour after the grievance meeting, labor-management conference, or collective bargaining session if held at times when the employee would normally be on duty subject to the following:
 - (i) If an emergency situation occurs, the employee shall immediately report for duty.

- (ii) Said paid release time shall be only for the employee’s normally scheduled hours of work.
- (iii) The employee shall not be entitled to overtime pay for time extending past the ending time of the employee’s normally scheduled workday.
- (iv) Time spent on paid union leave shall not count as hours worked for purposes of overtime.
- (v) Any employee on union leave while in pay status is on standby and remains subject to work orders.

Section 13.4 – Bereavement Leave

- (a) In the event of the death of an immediate family member, the Sheriff shall permit an employee to be absent from their job for three (3) working days. In the event the immediate family member is a spouse, child or stepchild, the employee will be permitted five (5) working days absence. For each such day's absence, the employee shall receive compensation at their normal rate of pay. If the employee desires to be absent for more than the time allowed under this Section, they may utilize previously earned, unused vacation days, sick leave, personal day and/or other paid compensatory time if the employee desires additional time off with compensation for each such additional day’s absence at their normal rate of pay, provided that the Sheriff approves such additional absence. The “immediate family” includes:

- | | |
|---|----------------|
| Spouse | Sister |
| Domestic Partner | Stepsister |
| Child | Sister-In-Law |
| Stepchild | Brother |
| Parent | Stepbrother |
| Stepparent | Brother-In-Law |
| Grandparents | Mother-In-Law |
| Daughter-In-Law | Father-In-Law |
| Grandchild | Son-In-Law |
| Anyone who raised the employee from childhood | |

- (b) Any absence to attend the funeral or memorial service of a person not named in paragraph (a) may be arranged with the Sheriff, without pay, but previously earned and unused vacation, compensatory time, or personal days may be utilized in such case with the consent of the Sheriff.
- (c) In the event that bereavement leave as defined in subsection (a) above occurs, the employee may cancel any previously approved leave of absence.
- (d) During the employee’s regularly scheduled days off immediately prior to and immediately following the employee’s bereavement leave, the employee will not be subject to mandatory Call Back except in the case of a civil emergency in accordance with Article V.

Section 13.5 – Prohibition Against Misuse of Leaves

During any leaves granted pursuant to the terms of this Agreement, regardless of being with or without pay, an employee may not be gainfully employed or independently self-employed

without prior approval by the Sheriff unless such self-employment was previously approved. Violation of the provisions contained within this Agreement shall subject the employee to immediate discharge and loss of all benefits and rights accrued pursuant to the terms of this Agreement.

Section 13.6 – Military Leave

The Employers agree to follow all State and Federal Laws pertaining to Military and Military Training leave.

Section 13.7 – Maternity/Paternity Leave/FMLA

Employees shall be granted leaves of absence for a twelve-week (12) period for pregnancy. Employees shall inform the immediate supervisor of the expected date of delivery and shall present to the supervisor a written statement, signed by the certified healthcare provider stating the expected date of delivery. An employee who has been absent because of maternity/paternity leave may return to work as soon as able to resume regular duties. Accrued sick leave may be used to cover the period of absence. To the extent they are applicable by law to County operations, the provisions of the Family and Medical Leave Act are incorporated herein and made a part of this Agreement.

Section 13.8 – Jury Duty

An employee required to serve on a grand or petit jury shall be granted leave for each day of required service on such jury without loss of pay. Such employees shall sign a waiver of any compensation otherwise due them for serving on such jury.

Section 13.9 – Furlough Days

Employees will have the option to utilize a full shift [eight (8), ten (10), or twelve (12) hours] or one-half of a shift [four (4), five (5), or six (6) hours] furlough day, which is unpaid leave, under the following circumstances:

- (a) The Sheriff or the Sheriff's Designee announces an opportunity to utilize such time is available; or
- (b) The employee requests the use of such time and the Sheriff or the Sheriff's Designee agrees to the use of such time.
- (c) If more than one (1) employee wishes to utilize furlough time for the same hours, the senior employee will be granted the furlough.
- (d) Furlough days and any other unpaid days off do not count as hours worked for purposes of Overtime accrual.
- (e) Employees using one-half of a shift furlough day may only utilize either the first-half or the second half of the shift.

ARTICLE XIV – INSURANCE AND PENSION

Section 14.1 – Health Insurance

- (a) The County shall offer group health insurance benefits to all full-time employees.

- (i) For any employee that elects to participate in a County sponsored High Deductible Health Plan (HDHP), the County will pay the full monthly premium cost for single health insurance coverage.
 - (ii) For any employee that elects to participate in a County sponsored High Deductible Health Plan (HDHP), the County will pay eighty percent (80%) of the monthly premium cost for family health insurance coverage.
 - (iii) For any employee that elects to participate in a County sponsored traditional co-pay insurance plan, the County will pay only up to the monthly premium amount of the current High Deductible Health Plan premium cost for single and family health insurance coverage.
- (b) The County expressly reserves the right to change the co-pay plan and/or insurance carriers, as it deems necessary.
- (c) Employees who choose the Health Savings Account health insurance option during the annual open-enrollment period, shall have the following amounts placed into their Health Savings Account:
- (i) one hundred (100%) percent of the plans deductible for Employees that choose employee only coverage: or
 - (ii) fifty (50%) percent of the plans deductible for Employees that choose family coverage.
 - (iii) The County's contribution will be paid annually with the January claims cycle.
- (d) It is agreed by the Parties that the guaranteed annual Health Savings Account contributions in Section 14.1(c) does not create a status quo for any future negotiations.
- (e) If an employee chooses not to participate in the Employers group health insurance benefit plan and is covered by another health insurance plan, the County shall issue the employee an assistance check equal to the amount of the single plan Health Savings Account contribution. The assistance check shall be given on an annual basis after December 1 but no later than the first payroll cycle in January of each fiscal year.
- (f) If the County wishes to make changes that substantially alter the benefits received by the employees covered by this Agreement the Employer shall send the Labor Council written notice, via certified mail, return receipt requested, prior to August 1st. The Illinois Fraternal Order of Police Labor Council shall have fourteen (14) calendar days to notify, in writing, the County of its desire to bargain over the impact of the changes.
- (g) If any impact bargaining is not completed by October 1st, the County shall have the right to implement the changes to the benefits on December 1st and the Union may file for arbitration pursuant to Section 14 of the Illinois Public Labor Relations Act.

Section 14.2 – Terms of Policies To Govern

The Plan documents will dictate coverage levels. The extent of coverage under insurance policies referred to in this Article shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the grievance procedure set forth in this Agreement. Nothing in this Agreement shall be construed to relieve any insurance carrier or plan administrator from any liability it may have on the County, the employee or the beneficiary of any employee, and nothing in this Section shall relieve the County of its obligation to provide the coverages as specified in this Agreement.

Section 14.3 – Retiree Insurance

Employees who meet the minimum requirements for retirement in years of age and service, shall be eligible for retiree insurance assistance from the County under the following conditions:

- (a) *Retirees with at least ten (10) years but less than twenty (20) years of service with the County*
 - (i) Employees must notify the Sheriff through email or letter of their intent to retire at least twelve (12) months prior to the effective date of retirement. This notification shall be irrevocable to receive this benefit. *
 - (ii) The County shall pay fifty percent (50.00%) of the premium cost for the single health insurance plan until the retiree reaches the age of Medicare/Medicaid eligibility.
 - (iii) The County shall not contribute monies to the retirees Health Savings Account.
 - (iv) If the retiree chooses family insurance upon retirement, their premiums shall be reduced equal to the amount of fifty percent (50.00%) of the cost of the single health insurance premiums until they reach the age of Medicare/Medicaid eligibility with the employee responsible for the difference.
- (b) *Retirees with twenty (20) years of service or more with the County*
 - (i) Employees must notify the Sheriff through email or letter of their intent to retire at least twelve (12) months prior to the effective date of retirement. This notification shall be irrevocable to receive this benefit. *
 - (ii) The County shall pay one hundred percent (100.00%) of the premium cost for the single health insurance plan until they reach the age of Medicare/Medicaid eligibility.
 - (iii) The County shall not contribute monies to the retirees Health Savings Account.
 - (iv) If the employee chooses family insurance upon retirement, their premiums shall be reduced equal to the amount of one hundred percent (100.00%) of the cost of the single health insurance premiums until they reach the age of Medicare/Medicaid eligibility with the employee responsible for the difference.

- * An employee is able to withdraw their letter of intent to retire after submittal but must resubmit a separate email or letter indicating their intent to retire using the same standards as listed above in order to receive the retiree insurance benefit.

Section 14.4 – Pension Benefits

All regular, full-time sworn Sheriff’s Office employees may apply for coverage in the Sheriff’s Law Enforcement Pension (SLEP). Covered employees shall have an amount deducted from each paycheck for their contribution to the plan. The County will continue to contribute those amounts as required by State law.

Any non-sworn Sheriff’s Office employees hired after February 20, 2015 shall participate in the Illinois Municipal Retirement Fund (IMRF). All current non-sworn Sheriff’s Office employees employed prior to February 20, 2015 will continue to participate in the Sheriff’s Law Enforcement Pension (SLEP).

All employees are encouraged to open and contribute to their IMRF Voluntary Additional Contributions program to help save additional retirement income. Unlike Tier 1 employees, the amount of salary used to compute Tier 2 pensions does not include overtime pay. Due to this, the Employer desires to assist Tier 2 employees with their pensions. During the first pay period of each fiscal year, the Employer shall issue all Tier 2 employees a separate check in the amount of five percent (5.00%) of the total amount of overtime the employee worked during the previous fiscal year.

ARTICLE XV – VACATIONS

Section 15.1 – Eligibility and Allowances

Every employee shall be eligible for paid vacation as follows: Vacation allowances are earned annually during each fiscal year for each employee who is on the payroll as of December 1 of that year. Vacation allowances earned during the current fiscal year are taken in the subsequent fiscal year. All unused vacation time will be paid out at the end of each fiscal year. Vacation allowances are earned under the following schedule:

(a) Forty (40) Hour Employees

Ten (10) days after twelve (12) months of employment. (Employees with more than six (6) months of service but less than twelve (12) months may take up to five (5) days of the vacation time they will have earned after twelve (12) months of service at any time after they have served (6) six months with the department.)

Fifteen (15) days after sixty (60) months of employment.

Twenty (20) days after one hundred forty-four (144) months of employment.

(b) Twelve (12) Hour Shift Employees

Eight (8) days after twelve (12) months of employment. (Employees -with more than six (6) months of service but less than twelve (12) months may take up to four (4) days of the vacation time they will have earned after one (1) year of service at any time after they have served (6) six months with the department.)

Twelve (12) days after sixty (60) months of employment.

Sixteen (16) days after one hundred forty-four (144) months of employment.

Section 15.2 – Vacation Pay

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

Section 15.3 – Scheduling and Accrual

Vacation time shall be scheduled in accordance with Sheriff's Office needs and, if possible, the employee's desire. The following dates shall be blocked out from vacation requests for Deputies, Detectives, Corrections Officers, and Telecommunicators, unless the Sheriff otherwise approves the scheduling of vacation during these dates: Independence Day, Labor Day, Thanksgiving, Christmas Day and New Year's Day. Employees shall be allowed to trade workdays during all listed blocked out days.

Scheduling shall be initiated on a seniority basis, with final approval by the Sheriff or the Sheriff's designee. The employee will not be subject to mandatory Call Back on the days they were not scheduled to work, except in the case of a civil emergency as provided in Article V when they have scheduled two (2) or more consecutive vacation days immediately prior to and/or immediately following the employee's regularly scheduled days off. Once approved by the Sheriff, or the Sheriff's designee, vacations shall not be cancelled by either the employee or the Employer except in the event of an emergency or by the employee providing prior notice to cancel no less than five (5) calendar days prior to scheduled start of the vacation period, unless the cancellation was not within the control of the employee.

Section 15.4 – Separation

Upon an employee leaving the employment of the Sheriff's Office, that employee shall be entitled to receive cash payment for all unused vacation days earned by the employee prior to separation from employment.

ARTICLE XVI – SICK LEAVE

Section 16.1 – Allowance

It is the policy of Jo Daviess County to provide protection for its full-time employees against loss of income because of illness. All eligible employees are encouraged to accumulate their sick leave allowance to meet serious illness situations. Sick leave is not intended for a one-day vacation nor to be used to extend vacation periods or holidays.

Any employee contracting or incurring any non-service-connected sickness or disability, which renders such employee unable to perform the duties of their employment, shall receive sick leave with pay in accordance with this Agreement.

Section 16.2 – Accumulation

Sick leave will be granted pursuant to the following:

- (a) Employees covered by the terms of this Agreement who regularly work a twelve (12) hour shift shall receive a maximum of twelve (12) hours of sick leave per month. Employees covered by the terms of this Agreement who regularly work a ten (10) hour shift shall receive a maximum of ten (10) hours of sick leave per month. Employees covered by the terms of this Agreement who regularly work an

eight (8) hour shift shall receive a maximum of eight (8) hours of sick leave per month. There is a maximum accrual of one-thousand and forty (1,040) sick hours. An Employee that is transferred from an eight (8) or ten (10) hour shift position to a position with twelve (12) hour shifts, that employee's sick days accrued at either eight (8) or ten (10) hours over the past six (6) months prior to the transfer, or the number of hours the employee accrued as sick time while regularly working in an eight (8) hour position for less than six (6) months, will be converted to twelve (12) hour days after transfer to the position with the twelve (12) hour shift [e.g. forty-eight (48) accrued sick hours will be converted to seventy-two (72) accrued sick hours for an employee who worked at least six (6) months in an eight (8) hour position and is transferred to a twelve (12) hour position].

- (b) Should an employee accumulate more than five-hundred and twenty (520) unused sick hours, that employee may:
 - (i) cash in unused sick hours in excess of five-hundred and twenty (520) sick hours for cash on two (2) unused sick days (calculated at 8 hours equaling one sick day if the deputy works an 8 hour shift, 10 hours if a deputy works a 10 hour shift, and twelve (12) hours if the deputy works a twelve (12) hour shift) for one (1) day's pay basis; said cash in to occur during the time period of November 1st to no later than November 15th of each year of this Agreement; and/or
 - (ii) convert up to four (4) sick days forty-eight (48) total hours if a twelve (12) hour shift employee, forty (40) hours if a ten (10) hour shift, or thirty-two (32) hours if an eight (8) hour shift employee) in excess of twelve (12) hours into personal time on a two (2) sick days for one (1) personal day basis. This conversion can take place during the time period of November 1st to no later than November 15th of each year of this Agreement. The Employee must give the Sheriff, or the Sheriff's designee, at least forty-eight (48) hour notice of their intent to utilize personal leave. Such leave request may or may not be granted depending on operational needs.
- (c) It shall be the exclusive responsibility of each employee covered by the terms of this Agreement to be accurately aware of the number of sick days the employee has accumulated. Additionally, it shall be the exclusive responsibility of each employee covered by the terms of this Agreement to notify the Sheriff between no earlier than October 15th and no later than November 1st of each year of this Agreement as to the number of sick days the employee wishes to cash in for money.
- (d) Monies due and owed employees who cash in sick days shall be paid no later than November 30th of each year.
- (e) Employees shall be entitled to receive pay for sick leave for a period of up to and including three (3) successive days without submitting a certification from a physician or a certified health care provider attesting to the illness, but such certificate must be submitted before sick leave pay can be claimed for any period in excess of three (3) successive days.

- (f) An employee may accumulate unused sick leave beyond the limits established in this Agreement for paid sick leave for the purposes of qualifying for additional pension service credit under IMRF, if allowed by law.

Section 16.3 – Sick Leave Use Procedures

No employee will be permitted to use sick leave if it has not yet been earned. Sick leave shall be paid at full pay at the current rate of compensation.

Sick leave may be utilized by employees when they are sufficiently ill so that good judgment would determine it best not to report to work or in the event of injury not arising out of or in the course of their employment and for medical/dental appointments. Sick leave may also be utilized for the illness, injury, or medical/dental appointments of the employee's child, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent on the same terms upon which the employee is able to use sick leave benefits for their own illness, injury, or medical/dental appointment.

All foreseeable leave for such purposes shall require a specific prior approval of the Sheriff or the Sheriff's designee. In the event of the use of sick leave for any purpose, the Sheriff may require the certificate of a physician or a certified health care provider giving information as to the circumstances involved.

Employees who are unable to return to work upon expiration of sick leave benefits and all other authorized benefit time must request a leave of absence without pay.

Notice of an employee's desire to return to work after an extended illness must be given to the Sheriff no less than twenty-four (24) hours in advance.

The Sheriff or the Sheriff's designee may direct an employee who appears ill to leave work to protect the health of other employees. Compliance with such an order will not be charged to sick leave for the first day. The Sheriff may also require the employee to be examined by a physician of the Employer's choice and at the expense of the Employer.

Employees using any prescription drugs with any known adverse side effects which might impair their work performance as to pose a threat to the safety of the employee or others should immediately notify their immediate supervisor prior to reporting for duty of the adverse side effects. At the option of the Sheriff, an employee may be reassigned to less hazardous duty or be placed on sick leave if impaired work performance might pose threat to the safety of the employee or others. Compliance with such an order will not be charged to sick leave for the first day.

An employee resigning from employment for any reason will not be allowed the use of sick leave in the last two (2) weeks of employment without supplying a certificate from a physician or a certified health care provider.

Unused sick leave will not be compensated for in any way at the time of resignation or dismissal of an employee.

In the event of a continuing, long-term employee illness or non-work-related injury, an employee may apply for and receive disability benefits from the Illinois Municipal Retirement Fund (IMRF). However, an employee is required to use all accrued and unused sick leave and vacation time prior to receiving IMRF disability benefits.

Section 16.4 – Family and Medical Leave

The employee must utilize any previously earned and unused sick time, vacation time or compensatory time during any leave of absence allowed under the Family and Medical Leave Act (FMLA). Once such paid time off is exhausted, the balance of the FMLA leave will be without pay.

ARTICLE XVII – HOLIDAYS

Section 17.1 – Holidays

All regular full-time employees who do not work and who meet the eligibility requirement of Section 17.4 shall receive one (1) day of pay at their regular straight-time rate exclusive of all premium pay for each of the following days:

New Year’s Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln’s Birthday	Veteran’s Day
Washington’s Birthday	Thanksgiving Day
Spring Holiday	Day After Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day

On New Year’s Day, Independence Day, Christmas Eve and Christmas Day, deputies working the actual holiday, as opposed to the observed holiday, will receive holiday pay.

Detectives, when the covered holiday falls on their regular day of work, may request from their immediate supervisor the opportunity to work the holiday, at holiday premium rate.

Section 17.2 – Working On A Holiday

(a) Regularly Scheduled Day

Eligible employees whose shift begins on a holiday, and who in fact works on a holiday or employees not scheduled to work but subsequently volunteer to work, shall receive pay at the rate of two and one-half (2-1/2) times the employee’s regular straight-time hourly rate of pay, provided that the employee is scheduled to work at least one-half of their shift on the holiday. Scheduled starting and ending times shall not be changed to avoid the payment of Holiday Pay pursuant to this Section.

(b) Voluntary Overtime

If an employee is not scheduled to work on a holiday, but subsequently volunteers to work on that holiday, the employee shall receive one (1) day of pay at their regular straight-time rate (exclusive of all premium pay) and time and one-half (1 ½) their regular straight-time pay (including applicable premium pay) for time worked.

(c) Mandatory Overtime

If an employee is not scheduled to work on a holiday, but is subsequently mandated to work on that holiday, the employee will only be paid for time worked. The employee shall receive one (1) day of pay at their regular straight-time rate (exclusive of all premium pay) and double time (2X) their regular rate of pay for every hour worked as a holiday premium. Any employee

mandated to work on a holiday will be mandated for no less than six (6) hours, unless mutually agreed to by the Sheriff or the Sheriff's designee and the employee.

Section 17.3 – Holiday on Normal Off-Duty Day

In the event a holiday falls on an employee's normal off duty day or while the employee is in an accumulated compensatory day off, vacation day or sick day, the employee shall receive their regular pay.

Section 17.4 – Eligibility Requirements

- (a) In order to be eligible for holiday pay or a day off, an employee must have worked or been paid for as if they worked their last regularly scheduled workday in the four (4) days preceding and his first regularly scheduled workday in the four (4) days following the holiday.
- (b) The term "worked or been paid for as if worked" as used above shall mean any day actually worked or any day not worked for which the employee received pay directly from the Employer for that day (e.g., paid vacation or paid leave) and any day absent from work due to a compensable injury.
- (c) If an employee is scheduled to work on a holiday and uses sick leave time, the employee shall not receive the holiday pay and shall have the sick leave deducted from their accrued sick leave unless they provide proper written verification of their illness from a certified health care provider upon return to work.
- (d) If an employee is scheduled to work on a holiday and uses benefit leave time (vacation, personal, compensatory) the employee shall not receive holiday pay and shall have the benefit leave time deducted from their accrual.

ARTICLE XVIII – HOURS OF EMPLOYMENT

Section 18.1 – Training Time

Any employee attending training shall be compensated in accordance with the Jo Daviess County Travel Expense Policy, as amended February 14, 2017. The Sheriff will continue to provide reimbursement for expenses associated with attendance at training sessions and will provide a Sheriff's Office vehicle for transportation, where possible, or will reimburse the employee for gasoline costs.

In those instances where an employee attends a training session necessary for required certification or upon written order of the Sheriff, the hours spent in that training will be counted as hours worked for purposes of calculation of overtime.

Section 18.2 – Call Back

- (a) Individual Call-Back. An individual employee called back to duty shall receive overtime pay at the rate of one and one-half time (1 ½) the employee's regular rate of pay for all time worked subject to a minimum of one (1) hour of overtime pay.
- (b) Hold Over. An employee held over after the end of their regular shift shall be compensated at their regular rate of pay unless such hold over accounts for hours in excess of eighty-four (84) hours in one pay period in which case the employee

shall be compensated at one and one-half (1 ½) times their regular hourly rate of pay.

Section 18.3 – Court Time

Employees will be paid a minimum of two (2) hours at one and one-half (1 ½) times their hourly rate of pay or in accordance with applicable law for actual hours worked, whichever is greater, when appearing in court or while preparing for trial at the request of the State’s Attorney in his office or such other place so designated on the employee’s regular time off. This section shall only apply to court time occurring outside an employee’s regular duty hours. If an employee is subpoenaed to appear in court outside of Jo Daviess County, the above policy will apply, and the employee will tender to the County all monies received as witness fees or expenses.

Section 18.4 – Shifts and Shift Selection

- (a) All patrol, telecommunications, and correctional officers shall work on alternating 2-2-3 work schedule. One cycle under this schedule shall consist of the following 2-12-hour workdays followed by 2-24 hour off-duty days, followed by 3-12-hour workdays followed by 2-24 hour off duty days, followed by 2-12-hour workdays followed by 3-24 hour off-duty days after which time the cycle shall repeat. The first day of the three (3) consecutive twelve (12) hour workdays shall always be a Friday.
- (b) All employees other than officers regularly scheduled to work a forty (40) hour weekly work schedule, shall be paid one and one-half (1 ½) times their regular hourly rate of pay for any time worked in excess of eighty-four (84) hours in a pay period.
- (c) All employees regularly scheduled to work a forty (40) hour weekly work schedule shall be paid one and one-half times their regular hourly rate of pay for any time worked in excess of eighty-four (84) hours in a pay period.
- (d) “Time worked” is defined as actual time worked and paid time off for which an employee used approved leave with the exception of sick leave of three (3) or more days taken without providing a proper written verification from a certified health care provider.
- (e) Employees with assignments which require an eight (8) hour working day will continue to follow work schedules as established by the Sheriff. Such employees’ work schedules shall include two (2) consecutive days off; one (1) day of which must be a Sunday.
- (f) On January 1st and July 1st employees shall bid by seniority for their desired shift rotation (i.e., days off).
- (g) Employees, not including K-9 Officers, shall bid for their shifts (i.e., hours of work) by classification seniority on a quarterly basis. K-9 Officers shall work permanent shifts 2p-2a Sunday through Thursday and 4p-4a on Fridays and Saturdays.
- (h) The work schedules for twelve (12) hour employees shall be broken into a minimum of two (2) “day shifts” (5a-5p, 6a-6p) and two (2) “night shifts” (5p-5a, and 6p-6a).

- (i) It is understandable that circumstances may occasionally develop in which the Sheriff needs to slightly alter an employee's shift to maintain sufficient staffing. However, the Sheriff, shall not alter the employee's shift more than three (3) hours with the following exceptions: (1) a civil emergency as defined in Article V of the Agreement, and (2) the Employer and employee agree upon the alteration.

Section 18.5 – Overtime Assignments

When the Sheriff finds it necessary to assign overtime for purposes of filling vacancies said overtime shall be awarded in order of seniority beginning with the most senior employee qualified for a particular assignment such that the senior most employee will be given the first opportunity to fill one vacancy; thereafter said employee shall not be entitled to fill a vacancy until after all other qualified employees are given an opportunity to fill a vacancy. No part-time, short-term, or temporary personnel will be used to fill a vacancy unless all full-time personnel have been given the opportunity to fill the vacancy and are unable or have declined to fill the vacancy. In no event will a full-time employee be forced to accept an overtime assignment unless that employee has had eight (8) consecutive hours off immediately prior to the start time for the forced shift except in the event of an emergency. No employee shall work more than sixteen (16) hours in any twenty-four (24) hour period for the Sheriff's Department. The twenty-four (24) hour period shall be calculated from the beginning of the employee's next shift.

Nothing in this section shall prohibit the sheriff from using part-time personnel to fill vacancies created by resignation or illness/injury of full-time personnel which continues for more than seven (7) days. After sixty (60) days, or the length of time necessary for leave due to the illness/injury causing the vacancy, the Sheriff must allow employees to bid on the vacant shift or position caused by the resignation or illness/injury.

Section 18.6 – No Pyramiding

Compensation shall not be paid more than once for the same hours actually worked under any provision of this Article Agreement.

Section 18.7 – Compensatory Time

Employees may accrue Compensatory Time in lieu of Overtime, at the rate of time and one-half (1 ½) for each hour earned, up to a maximum forty-eight (48) hours in a replenishable bank. Employees may schedule the use of their accrued compensatory time with the approval of the Sheriff or his/her Designee.

Members may carry over a maximum of twenty-four (24) hours of compensatory time from one (1) fiscal year to the next. Unused compensatory time over twenty-four (24) hours is not carried over to the next fiscal year and will be paid out at the end of the fiscal year. If an employee is working overtime as a result of another employee utilizing compensatory time, they may not earn compensatory time and must take their overtime compensation in pay.

Section 18.8 – Flex Officer

The County and the Sheriff may create up to two (2) "Flex Officer" positions. The Flex Officers shall be sworn deputy sheriffs, certified and trained to work as Law Enforcement (Road Deputy) Officers, and/or Telecommunications and Corrections. The Flex Officers shall receive compensation commensurate with that of a Road Deputy, as contained in Appendix C, for all work performed, whether as a Road Deputy, a Telecommunications Officer or a Corrections Officer.

The Sheriff shall have the sole authority to schedule the Flex Officers' hours of employment to meet operational needs of the Department as long as the schedule follows a twelve (12) hour alternating 2-2-3 work schedule.

The next available full-time deputy position will first be offered to the Flex Deputies in accordance with seniority.

Section 18.9 – Courthouse Closings

In the event the Jo Daviess County Courthouse is closed due to inclement weather or any other reason during the normal business hours, Court Security personnel will be subject to the County policy regarding such closings. In the event of a County Courthouse closing due to a holiday not included in the collective bargaining agreement, Court Security personnel shall be permitted to work in an area for which they are cross-trained (if such work is available) or may use accrued vacation, sick, personal, or compensatory time off with pay.

ARTICLE XIX – WAGES

Section 19.1 – Wage Rates

For the effective period of this Agreement, the wage rates payable to all employees covered by the terms of this Agreement are as set forth in Appendix C.

In addition to the wages in Appendix C, a one-time COVID-19 Hazard Premium payment of two thousand dollars (\$2,000) will be paid to all bargaining unit members employed by the Jo Daviess County Sheriff's Office on December 1, 2022. The COVID-19 Hazard Premium payment shall be issued the first pay period after December 1, 2022.

Section 19.2 – Salary Steps

The salary steps for employees covered by this Agreement shall be at 1-, 3-, 5-, 7-, 10-, 15-, and 18-year intervals (*see* Appendix C – Wage Schedule).

Section 19.3 – Pay Intervals

All employees covered by the terms of this Agreement shall be paid at intervals of fourteen (14) calendar days with overtime pay to be received in accordance with Section 18.4.

Section 19.4 – Lateral Transfer Program

Any employee hired by the Jo Daviess County Sheriff's Office who has been previously certified in their respective position shall be eligible to participate in the Lateral Transfer Program as follows:

(a) Wages

Participants shall be permitted to be hired at an initial salary rate commensurate with their current years of experience, not to exceed "10 Years", as set forth in Appendix C of this Agreement.

(b) Longevity

Participants shall be entitled to longevity steps based on years of service with the Jo Daviess County Sheriff's Office only and shall not be entitled to such steps based on years of service prior to hiring. The steps shall be calculated from the date of hire with the Jo Daviess County Sheriff's Office. Employees will still receive their annual negotiated wage increases. (As

an example, if an employee is hired with five (5) years previous experience, they shall not receive their ten (10) year longevity step until they have completed ten (10) years of service with the Jo Daviess County Sheriff's Office.)

(c) Seniority

Participants will come to the Sheriff's Office at the same seniority level as a new employee, with seniority commencing on the date of hire.

(d) Vacation Leave

Participants shall be credited with vacation leave commensurate with their total years of experience, however, not to exceed ten (10) years of credit earned.

Section 19.5 – Detectives

Any employee attaining the position of Detective shall be paid at an hourly rate equivalent to that of a Road Deputy with comparable years of service plus an additional five percent (5%) over and above the applicable hourly rate; provided that a detective working overtime while performing duties of a road deputy shall be paid at a rate of pay commensurate with that of a road deputy and shall not receive his detective bonus pay for such duty.

Section 19.6 – Specialty Pay

(a) K-9 Officer

The Employee with the assignment of K-9 Officer shall work an eleven (11) hour shift with one hour of kennel time, being paid for twelve hours at their regular rate of pay and receive fifty cents (\$0.50) per hour Specialty Pay for their twelve (12) hour shift. The K-9 Officer shall not be entitled to shift differential under Section 19.8.

(b) Training Officer

A Training Officer shall receive twenty-five cents (\$0.25) per hour Specialty Pay for every hour spent training a new employee up to a maximum of two hundred (200) hours. A Training Officer is not an employee who instructs other employee on new procedures and/or new equipment. A Training Officer is defined as:

- (i) An employee who is designated to train a new employee and/or an employee changing job classifications (Job Classifications are defined as: Deputy; Court Security; Corrections; and Telecommunications); and
- (ii) An employee that is required to sign-off that they have provided instruction/training to a new employee or an employee changing job classifications and has been designated as a Training Officer by the Sheriff or the Sheriff's Designee.

(c) Evidence Technician

Employees designated as Evidence Technicians shall receive a yearly stipend of five-hundred dollars (\$500) in the last full pay period in November of each year of this Agreement.

(d) Inmate Accounting

Employees designated as Inmate Accounting shall receive a yearly stipend of five-hundred dollars (\$500) in the last full pay period in November of each year of this Agreement.

(e) *Leads Coordinator*

Employees designated as LEADS Coordinators shall receive a yearly stipend of five-hundred dollars (\$500) in the last full pay period in November of each year of this Agreement.

(f) *Spillman System Administrators*

Employees designated as Spillman System Administrators shall receive a yearly stipend of five-hundred dollars (\$500) in the last full pay period in November of each year of this Agreement.

(g) *Firearms Instructor*

Employees designated as Firearms Instructors shall receive a yearly stipend of five-hundred dollars (\$500) in the last full pay period in November of each year of this Agreement.

(h) *Sex Offender Registration Officer*

Employees designated as Sex Offender Registration Officer shall receive a yearly stipend of five-hundred dollars (\$500) in the last full pay period in November of each year of this Agreement.

Section 19.7 – Tuition Reimbursement

The County shall administer a tuition reimbursement program to pay a portion of the employee’s tuition and books for courses limited to police science and other courses approved by the Sheriff. To be eligible for reimbursement under this section, the employee must have prior course approval from the Sheriff and remain employed by the Sheriff’s Office at the time of reimbursement, which shall commence shortly after the Employee provides proper proof of satisfactory course completion to the Sheriff. The Sheriff will require the employee to provide a grade report for each course for which the Employee seeks tuition reimbursement.

The County shall reimburse the employee in accordance with the following schedule:

Grade Received in Course	Reimbursement Percentage		
	Upon Completion	3yrs	5yrs
A, B (or equivalent)	33.3%	33.3%	33.3%
C (or equivalent) or passing grade if course is pass/fail	16.6%	16.6%	16.6%
D or lower (or equivalent)	0%	0%	0%

It shall be the employee’s responsibility to submit all necessary course descriptions and grade reports to the Sheriff or his designee in order to receive tuition reimbursement.

Section 19.8 – Shift Differential

All employees starting their shift at/after 1400 and ending after 2359 hours will receive an additional twenty-five cents (\$0.25) per hour added to their base pay. For overtime purposes, the additional twenty-five cents (\$0.25) per hour shall be added to the employee’s straight time rate of pay prior to figuring their overtime rate of pay.

ARTICLE XX – UNIFORMS

Section 20.1 – Basic Equipment List

The Employers shall provide each newly hired employee, including court security officers, at no cost to the employee the following uniform and equipment as required by their current job assignment, with exceptions noted in parentheses:

- (a) One duty coat with patches and liner.
- (b) One raincoat. (Road deputies and detectives only.)
- (c) Three long-sleeve shirts with patches.
- (d) Three short-sleeve shirts with patches.
- (e) Two uniform ties.
- (f) Three pair of pants.
- (g) One pants belt.
- (h) All badges and insignia required.
- (i) One standard uniform hat (except for court security)
- (j) Properly fitting personal body armor. (Road deputies, court security and detectives only, but body armor will be made available for corrections officers when transporting a detainee/prisoner.)
- (k) Uniform shoes.
- (l) Firearm. (Road deputies, court security, corrections officers and detectives only.)
- (m) Leather gear. (Road deputies, court security officers, and detectives only.)
- (n) Any other equipment or uniform items that are deemed appropriate by the Sheriff.

Section 20.2 – Replacement

All issued equipment which requires replacement due to damage or expiration will be replaced by the Employers pursuant to past practice. All replaced equipment will be turned into the Employers at the time of replacement.

Section 20.3 – Clothing and Equipment Reimbursement

Employees shall be reimbursed for uniform and equipment expenses for items in Section 20.1 of this Agreement for up to the following amounts per fiscal year:

Detectives	Six-Hundred Fifty Dollars (\$650)
Deputies	Six-Hundred Fifty Dollars (\$650)
Corrections	Four-Hundred Dollars (\$400)
Courthouse Security	Two-Hundred Fifty Dollars (\$250)
Telecommunicators	One-Hundred Fifty Dollars (\$150)

In order to receive the above reimbursement, an employee must submit to the Sheriff's Office a copy of receipts accounting for the expenditures.

ARTICLE XXI – MISCELLANEOUS PROVISIONS

Section 21.1 – Safety

In accordance with applicable laws, regulations and generally accepted safety requirements, the Employers agree to make reasonable provisions for the safety of employees during working hours and the performance of duties. The bargaining unit and its employees shall fully cooperate with the Employers in maintaining, and shall likewise comply with, all laws, regulations, generally accepted safety requirements and reasonable administrative policies of the Employers relative to safety. The Employers further agree that all equipment, including motor vehicles, will be reasonably maintained by the Employers in accordance with applicable laws, regulations and generally accepted safety requirements. Any employee shall immediately report any known or discovered defect in said vehicle or equipment, or the absence of any part of said vehicle or equipment, to the shift commander.

Section 21.2 – Orientation

The Employers shall provide an opportunity during the orientation for a Union official to discuss the Union with the new employees.

Section 21.3 – Law Enforcement Action On Time Off

Since all law enforcement officers are presumed to be subject to duty twenty-four (24) hours per day, deputies engaged in the performance of their duties or acting in the line of duty on their time off shall be entitled to all rights and benefits concerning such action as if they were then-on active duty, providing such actions are in conformance with applicable law and are not reckless nor willful and wanton. The Sheriff's Office will compensate deputies at their overtime rate for actions performed off duty. This Section does not apply to deputies working secondary employment for another law enforcement agency at the time of an incident.

Section 21.4 – Take Home Squad Car Policy

Road Deputies in the service of the Sheriff's Office on or before December 1, 1995 shall be allowed to take their assigned squad car home during off-duty hours subject to the following provision:

- (a) If a Road Deputy is going to go out of the County and will be unavailable for call for a period of three (3) days or more, the squad car shall be housed at the public safety building or at a location approved by the Sheriff.
- (b) Marked squad cars may not be used for personal business. Unmarked squad cars may be used for limited personal business within the guidelines set by the Sheriff at his/her discretion.
- (c) The Deputy is responsible for maintenance of the squad car during non-working hours. All costs for said maintenance and/or service shall be paid by the Employers.
- (d) The Sheriff shall retain the right to make reasonable rules regarding the operation of the take home squad car policy. Abuse or violation of the take home squad car policy shall result in the Deputy forfeiting his or her right to participate in the program. Abuse or violation of this program includes, but is not limited to, avoidance of call back when operational needs require. In the event an employee is

suspended for disciplinary reasons, the squad car shall be housed at the public safety building during the term of the suspension.

- (e) If the Sheriff's budget restraints or operational needs do not allow for all Road Deputies to take home a squad car as outlined above, take home squads will be removed from Road Deputies on a seniority basis, with the least senior Road Deputies having their squads removed first.

Section 21.5 – Workers Compensation and Public Employee Disability Act

- (a) Any employee assigned to work in the job classifications covered by the Public Employee Disability Act (5 ILCS 345/0.01 et seq.), even on a temporary basis, will be covered under Public Employee Disability Act.
- (b) Any employee not assigned to work in the job classification covered by the Public Employee Disability Act, will be covered under Workers' Compensation Act (820 ILCS 305/1 et seq.) if injured while working in that job classification.

ARTICLE XXII – DRUG AND ALCOHOL TESTING

Section 22.1 – Purpose

The Employers and the Union acknowledge that alcohol and drug abuse, hereinafter referred to as "substance abuse," is a serious and complex issue that can negatively affect the performance and safety of Employees as well as the safety of the public. The Employers and the Union are committed to preventing and addressing the problems of substance abuse in order to ensure the safety of Employees and the public.

In order to ensure the safety of employees and the public, the Employers will conduct drug and alcohol testing of Employees as described below.

Section 22.2 – Types of Testing

The Sheriff may conduct testing of Employees as follows:

- (a) *Reasonable Suspicion Testing*
 - (i) When the Sheriff or the Sheriff's designee has reasonable suspicion that an Employee is under the influence of alcohol or drugs, the Sheriff or the Sheriff's designee may require that the Employee immediately report to a medical facility to provide samples for testing in accordance with the testing procedure outlined in Section 22.4 below.
 - (ii) Reasonable suspicion is defined as suspicion based on personal observation of the Sheriff or the Sheriff's designee concerning the behavior, appearance, speech, breath odor, and/or demeanor of an employee.
 - (iii) At the time an employee is ordered to submit to testing authorized by this Agreement, the Sheriff or the Sheriff's Designee shall provide the employee with a written notice of the order, setting forth all of the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test.
 - (iv) The employee shall be permitted a reasonable opportunity to consult with a representative of the Labor Council at the time the order is given.

- (v) In the case of suspected abuse of alcoholic beverage, a telephone contact with a representative of the Labor Council will be considered sufficient for the purpose of consulting with a Union representative as defined herein. This contact must occur within sixty (60) minutes of being ordered to submit to a breath test.
- (vi) No questioning of the employee shall be conducted without first affording the employee the right to Labor Council representation and/or legal counsel.
- (vii) Refusal to submit to such testing may subject the employee to discipline, up to and including discharge, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that they may have.

(b) Mandatory Testing

Employees are required to submit to alcohol and drug testing when the employee:

- (i) is involved in a motor vehicle collision while engaged in the performance of their official duties or in the line of duty and a serious injury to a person or persons or a fatality of a person or persons has occurred; or
- (ii) discharges their firearm, causing an injury or death to a person or persons, during the performance of their official duties or in the line of duty.

Drug and alcohol testing under this sub-paragraph must be completed as soon as practicable but no later than the end of the involved employee's shift or tour of duty.

(c) Random Testing

Employees may be subject to a random drug test no more than twice per year. This does not preclude employees being tested under the provisions of Sections 22.2(a) and 22.2(b) above. An Employee may only be chosen for this type of testing when their name is selected randomly from a pool of all Employees, not including any Employees already tested twice in the past twelve-month period.

(d) Pre-employment Testing

The foregoing shall not limit the right of the Sheriff's Office to conduct such tests as it may deem appropriate for persons seeking employment prior to their date of hire.

Section 22.3 – Chain of Possession Procedure

This refers to the procedure used to document the handling of the urine specimen from the time the employee gives the specimen to the collector until the specimen is destroyed. All chain of possession procedures utilized under this Program for the testing of controlled substances and/or alcohol shall be the same as those approved by the Department of Health and Human Services, Substance Abuse and Mental Health Services Administration ("SAMHSA"), as they are now in effect or as hereinafter amended.

Section 22.4 – Testing Procedure

All laboratories used to screen for drug and/or alcohol use pursuant to this Program will be accredited by the Department of Health and Human Services, Substance Abuse and Mental Health Services Administration (SAMHSA).

(a) *Specimen Integrity*

All specimens will be assessed and tested for any attempts to adulterate or tamper with the integrity of the sample pursuant to SAMSHA guidelines.

(b) *Drug Screening*

Drug tests will be conducted to screen the presence of the following drugs and their metabolites:

- | | |
|------------------------|--------------------|
| 1. Marijuana | 6. Barbiturates |
| 2. Cocaine | 7. Benzodiazepines |
| 3. Opiates | 8. Methadone |
| 4. Amphetamines | 9. Methaqualone |
| 5. Phencyclidine (PCP) | 10. Propoxyphene |

(c) *Urine Testing*

All urine testing procedures will be performed in accordance with the standards approved by the Department of Health and Human Services and the Substance Abuse and Mental Services Administration. Split specimen samples will be maintained as per SAMSHA requirements and guidelines. Confirmatory testing utilizing Gas Chromatography and Mass Spectroscopy will be utilized according to SAMSHA guidelines and requirements.

(d) *Alcohol Testing*

All breath or saliva tests performed under this Program shall be performed to determine blood alcohol content. Any employee having an alcohol concentration of at least 0.04 shall be deemed to have tested positive for the use of alcohol and such a result shall subject the employee to the disciplinary provisions contained in Section 22.9 of this Article.

Section 22.5 – Medical Review Officer

A person who is a licensed physician and who is responsible for receiving and reviewing laboratory test results generated by this Program and evaluating medical explanations for certain drug test results. The Employers shall retain a qualified Medical Review Officer (MRO) to receive test results from the laboratory and to carry out all actions necessary to confirm positive test results.

Section 22.6 – Refusal to Submit to Testing

The Sheriff requires a consent form to be signed by the individual prior to testing. Any employee who refuses to sign or submit to testing will be questioned as to the reason(s) for refusal. Unless there is a valid reason for refusal, the employee will be subject to disciplinary action up to and including discharge.

Section 22.7 – Confidentiality of Results

Drug tests will be conducted by a qualified laboratory, and proper chain of custody procedures will be observed for samples. When employment status will be affected, confirmatory testing will be carried out. Records and information about testing and test results will be treated as private and confidential.

Within four (4) calendar days after receipt of the test results report from the testing laboratory, the Sheriff shall inform in writing an employee who has undergone drug or alcohol

testing and provide copies of all documentation associated with such testing at the Employers' expense.

The Sheriff will make a confidential report to the County Board Chair and the Chair of the Law and Courts Committee of the County Board stating when testing occurred, the results of such testing, and any discipline that resulted from such testing.

Section 22.8 – Positive Test Result

A positive test result will be any sample that exceeds the levels as described in Section 22.4 of this Article. Initial and confirmatory positive test results will be reviewed by the Medical Review Officer (MRO) and if necessary, re-tested to ensure an accurate result. If the MRO determines that there is a valid reason for a false positive test result, the results will not be reported.

Section 22.9 – Disciplinary Procedure

- (a) Any Employee who tests positive under this testing procedure may be subject to disciplinary action in accordance with Article X of this Agreement, up to and including discharge.
- (b) An Employee who tests positive will be informed of the positive test result by the Sheriff in compliance with Section 22.7 of this Article. The Employee shall be removed from active duty involving road patrol, telecommunications duties, handling of prisoners or suspects, and any duties requiring possession of a firearm. The Sheriff and the Employee will arrange a meeting where the Employee shall have the opportunity to respond to the allegation of the positive test result. The employee may have the sample re-tested at their own expense, at an accredited testing facility as outlined in Section 22.4 of this Article.
- (c) The use, possession, sale or distribution of any illegal drug is grounds for immediate discharge. Being under the influence of any illegal drug while on duty shall also be grounds for immediate discharge. Being under the influence of alcohol at a concentration level of .08 or above shall be grounds for immediate discharge.
- (d) The first offense of being under the influence of alcohol below a concentration level of .08, a prescription drug exceeding the prescribed dosage, or an unprescribed prescription drug will be referral to an Employee Assistance Program and may also include disciplinary action as provided in Article X. Any subsequent offenses under these circumstances will be grounds for immediate discharge.

ARTICLE XXIII – SAVINGS CLAUSE

If any provision of this Agreement is subsequently declared by legislative or judicial authority to be unlawful, unenforceable or not in accordance with applicable statutes, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement and the parties agree to meet and negotiate in good faith with respect to a substitute provision.

ARTICLE XXIV – DURATION

Section 24.1 – Term of Agreement

This Agreement shall be effective as of December 1, 2022 and shall remain in full force and effect until November 30, 2026. It shall automatically be renewed from year to year thereafter

unless either party notifies the other in writing at least sixty (60) days prior to expiration of its desire to modify the Agreement. In the event such notice of desire to modify is given, negotiations shall begin no later than fifteen (15) calendar days after notice is given.

Section 24.2 – Continuing Effect and Enforcement

This Agreement shall remain in full force and effect during the period of negotiations and any dispute resolution procedure unless and until a successor agreement is ratified by the parties or determined by interest arbitration, or the collective bargaining relationship is terminated in accordance with the Illinois Public Labor Relations Act and the rules of the Illinois State Labor Relations Board.

Section 24.3 – Retroactivity

The Parties agree that any retroactive increases in this Agreement are applicable only to bargaining unit members employed by the Jo Daviess County Sheriff’s Office at the time of execution of this Agreement and employees who retired from the Jo Daviess County Sheriff’s Office after the expiration of the old Agreement and the execution of this Agreement.

SIGNATURES

Agreed to and executed on this ____ day of _____, 2022.

**ON BEHALF OF THE COUNTY OF
JO DAVIESS COUNTY AND THE
SHERIFF OF JO DAVIESS COUNTY**

**ON BEHALF OF THE
ILLINOIS FRATERNAL ORDER OF
POLICE LABOR COUNCIL**

Jo Daviess County Board

By its authorized agent

Sheriff of Jo Daviess County

Local Steward

APPENDIX A – DUES AUTHORIZATION
ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL
974 CLOCK TOWER DRIVE
SPRINGFIELD, ILLINOIS 62704

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

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

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

Employment Start Date: _____
Title: _____

Employer, please remit all dues deductions to:

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

(217) 698-9433

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

APPENDIX B – GRIEVANCE



GRIEVANCE (use additional sheets where necessary)

Date Filed: _____
Department: _____

Grievant's Name: _____
Last First M.I.

STEP ONE

Date of Incident or Date Knew of Facts Giving Rise to Grievance: _____

Article(s)/Sections(s) violated: _____

Briefly state the facts: _____

Remedy Sought: _____

Given To: _____ Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP TWO

Reasons for Advancing Grievance: _____

Given To: _____ Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

Lodge/Unit No. / Year / Grievance No.

Lodge/Unit No. / Year / Grievance No.

STEP THREE

Reasons for Advancing Grievance: _____

Given To: _____ Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP FOUR

Given To: _____ Date: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Referral Given

Date

FOP Labor Council Representative



APPENDIX C – WAGES

Fiscal Year 2023 (12-1-22 to 11-30-23) – 6.00% Across-the-Board

Fiscal Year 2024 (12-1-23 to 11-30-24) – 5.00% Across-the-Board

Fiscal Year 2025 (12-1-24 to 11-30-25) – 5.00% Across-the-Board

Fiscal Year 2026 (12-1-25 to 11-30-26) – 5.00% Across-the-Board

Road Deputies

Years of Service	12/1/22	12/1/23	12/1/24	12/1/25
Start	\$22.01	\$23.11	\$24.26	\$25.47
1 year	\$24.48	\$25.70	\$26.98	\$28.33
3 years	\$25.06	\$26.31	\$27.63	\$29.01
5 years	\$25.68	\$26.97	\$28.32	\$29.73
7 years	\$26.32	\$27.64	\$29.02	\$30.47
10 years	\$27.18	\$28.54	\$29.96	\$31.46
15 years	\$28.90	\$30.34	\$31.86	\$33.45
18 years	\$29.79	\$31.28	\$32.84	\$34.48

Communications/Corrections Officers

Years of Service	12/1/22	12/1/23	12/1/24	12/1/25
Start	\$20.81	\$21.85	\$22.94	\$24.09
1 year	\$23.11	\$24.26	\$25.48	\$26.75
3 years	\$23.68	\$24.86	\$26.11	\$27.41
5 years	\$24.25	\$25.47	\$26.74	\$28.08
7 years	\$24.89	\$26.13	\$27.44	\$28.81
10 years	\$25.49	\$26.77	\$28.11	\$29.51
15 years	\$26.91	\$28.26	\$29.67	\$31.16
18 years	\$27.71	\$29.09	\$30.55	\$32.08

Court Security Chief

Years of Service	12/1/22	12/1/23	12/1/24	12/1/25
Start	\$18.79	\$19.73	\$20.72	\$21.76
1 year	\$20.91	\$21.96	\$23.06	\$24.21
3 years	\$21.42	\$22.49	\$23.62	\$24.80
5 years	\$21.97	\$23.07	\$24.23	\$25.44
7 years	\$22.54	\$23.66	\$24.85	\$26.09
10 years	\$23.07	\$24.22	\$25.43	\$26.70
15 years	\$24.38	\$25.60	\$26.88	\$28.22
18 years	\$25.09	\$26.34	\$27.66	\$29.05

Court Security Officer

Years of Service	12/1/22	12/1/23	12/1/24	12/1/25
Start	\$17.12	\$17.97	\$18.87	\$19.82
1 year	\$19.02	\$19.97	\$20.97	\$22.01
3 years	\$19.47	\$20.45	\$21.47	\$22.54
5 years	\$19.98	\$20.98	\$22.03	\$23.13
7 years	\$20.47	\$21.49	\$22.57	\$23.69
10 years	\$20.99	\$22.04	\$23.14	\$24.30
15 years	\$22.16	\$23.27	\$24.44	\$25.66
18 years	\$22.83	\$23.97	\$25.17	\$26.43