

# COLLECTIVE BARGAINING AGREEMENT

BETWEEN

COUNTY OF JO DAVIESS & SHERIFF OF  
JO DAVIESS COUNTY

AND

THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR  
COUNCIL  
FOR JO DAVIESS COUNTY SHERIFF'S SERGEANTS

December 1, 2022 through 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 Illinois Fraternal Order of Police Labor Council (herein 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**

Pursuant to the certification by the Illinois State Labor Relations Board Case No. S-RC-07-033 the Employer hereby recognizes the Illinois Fraternal Order of Police Labor Council as the sole and exclusive bargaining representative for the purpose of collective bargaining on any and all matters related to wages, hours, and other terms of employment conditions for employees for the following:

**INCLUDED:** All full-time Deputy Sergeants and Communications/Corrections Sergeants employed by the Jo Daviess County Sheriff’s Department

**EXCLUDED:** All Deputies, Lieutenants, Sheriff, all managerial and confidential employees, and all other supervisory employees and all other employees of the Jo Daviess County Sheriff’s Department.

### **Section 2.2 – Supervisors**

The Sheriff, Lieutenants, and other management personnel 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 a 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 – Meetings and Attendees**

The Union and the Employers mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held, between committee 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 Union 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 – Exclusivity of 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 Union 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; to establish the qualifications for employment and to employ employees;
- (c) to establish work and productivity standards, and from time to time, to change those standards;
- (d) to assign overtime;
- (e) to purchase goods and services;
- (f) to determine the methods, means, organization and number of personnel by which departmental services shall be made or purchased;
- (g) to make, alter and enforce reasonable rules, regulations, orders and polices;
- (h) to evaluate or promote employees;
- (i) to establish performance standards;



- (j) to discharge non-probationary employees for just cause (probationary employees without cause);
- (k) to suspend or otherwise discipline employees for just cause;
- (l) 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, except that wages and monetary benefits shall not be suspended. Nothing herein, unless specifically stated in this Agreement, shall affect the internal control authority of the Sheriff.

## **ARTICLE VI – NO STRIKE**

### **Section 6.1 – No Strike Commitment**

Neither the Union 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 Union 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 Union shall immediately 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 Union, 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 Union to comply with the provisions of Section 6.2 above, any agent or official of the Union 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 Union 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 Union.

**ARTICLE VII – CHECKOFF AND FAIR SHARE FEES**

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 uniform dues to be deducted. Deductions shall be made on the second (2<sup>nd</sup>) payday of each month and shall be remitted, together with an itemized statement, to the Illinois Fraternal Order of Police Labor Council at the address designated by the Council by the fifteenth day of the month following the month in which the deduction is made. The Employers, per 5 ICLS 315/6 (c) will furnish to the Union a complete list of names and addresses of the employees covered in the bargaining unit upon request.

**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 Council agree that any arbitration hearings shall be held in Galena, Illinois, unless both parties agree otherwise.

**ARTICLE IX – DISPUTE RESOLUTION AND 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. 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. The Union may also file a grievance on behalf of itself. 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 group representative, the Steward 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, within twenty-one (21) calendar days of the incident giving rise to the grievance, shall present the grievance in writing, dated and signed by the grievant, stating the Article(s) of the contract violated and the relief requested to his Immediate Supervisor. The immediate supervisor shall have twenty-one (21) calendar days in which to respond in writing to the grievance. 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 on the form attached hereto as Appendix B stating the complete facts of the complaint, the section(s) of the Agreement allegedly violated, and the relief requested. 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 respond the grievance in Step 1. The grievance shall specifically state the basis upon which the grievant 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 in writing to the grievance.

### *(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, or e-mail) to

the County Labor Committee or its designee within seven (7) calendar days of the County Sheriffs Step 3 response or the day such response was due, whichever occurs first. The grievance must 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 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 fourteen (14) calendar days 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, the grievance shall be deemed denied. In any case, the Union may appeal a grievance to arbitration within fourteen (14) calendar days following denial of a grievance at Step 4. Such appeal shall be in the form of a written demand.

(e) *Step 5 – Arbitration*

- (i) 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 Services (FMCS) to submit names. 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 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. If an employee is a witness for the Union, it shall be without pay.
- (iv) The arbitrator shall have jurisdiction only over disputes arising out of grievances as defined in Section 9.2 of this Article.

- (v) 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.
- (vi) 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.
- (vii) The expenses and fees of the arbitrator court reporter and transcription costs and the cost of the hearing room 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.
- (viii) Nothing in this Article shall preclude the parties from agreeing to the appointment of a permanent arbitrators during the terms of the Agreement or to use the expedited arbitration procedures.
- (ix) 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.

#### **Section 9.7 – Exclusivity of Grievance and Arbitration Procedure**

The Sheriff/Designee shall have the authority to issue discipline for just cause, including suspension and discharge in accordance with current Sheriff's Department, Merit Commission and County Policies and Procedures.

Discharge or discipline involving time off with loss of pay of non-probationary employees covered by this Agreement shall be subject only to the grievance and arbitration procedure set forth in this Agreement. The Employers hereby abrogate the authority of the Jo Daviess County Merit Commission in all matters involving the imposition or appeal of discipline of the employees covered by this Agreement.

While an oral or written reprimand is not subject to arbitration, such a reprimand may be grieved up to Step 3 of the grievance procedure.

### **Section 9.8 – 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, except as provided in Section 9.7 above.

## **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 Union 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 – Right to Respond**

For discipline other than an oral or written reprimand, the Sheriff/Designee shall offer to meet with the employee involved, and with a Union representative if requested by the employee, to review the reason(s) for possible discipline and to give the employee an opportunity to respond before finalizing disciplinary action.

### **Section 10.3 – 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 he/she may be subject to discipline.

#### **Section 10.4 – 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 40/1-40/13, as amended.

#### **Section 10.5 – Indemnification**

The County shall be responsible for, hold sergeants harmless from and pay for damages or moneys, which may be adjudged, assessed or otherwise levied against any sergeant covered by this Agreement 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 10.6 – 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. 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 sergeants unless required by law.
- (c) If the County or the Sheriff receives a subpoena to release personal information of a sergeant, the party served will timely notify the officer of such subpoena.

#### **Section 10.7 – Personal Assets**

No covered member 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 sergeant is the subject of an internal investigation that may lead to criminal charges and has been notified of such fact.

### **ARTICLE XI – SENIORITY**

#### **Section 11.1 – Definition of Seniority**

As used herein, the term "seniority" shall refer to and be defined as the continuous length of service or employment from the last date of hire with the Employers for accrual purposes and for the use purposes it shall be defined as elate of promotion to the rank of Sergeant. With the exception of pay, all other benefits herein shall be based upon continuous length of service from date of last hire.

### **Section 11.2 – Probationary Period for New Hires**

An employee who is hired from outside of the Jo Daviess County Sheriff’s Office is a “probationary employee” for their first twelve (12) months of employment. 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 – Probationary Period Upon Promotion**

- (a) An employee who is promoted from within the Jo Daviess County Sheriff’s Office to the rank of Sergeant shall serve a probationary period of twelve (12) months in said rank.
- (b) The demotion of an employee from the rank of Sergeant during the twelve (12) month probationary period shall not be subject to the grievance and arbitration procedures of this Agreement.
- (c) In the event the employee is demoted from or voluntarily resigns from the rank of Sergeant during the twelve (12) month probationary period, they shall return to their previous position.

### **Section 11.4 – 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 and such list is attached as Appendix D. Such list shall resolve all questions of seniority affecting employees covered under this Agreement or employed at the time this Agreement becomes effective. The agreed listing shall be annually updated between January 1st and 15th of each year this Agreement is in effect. Disputes as to seniority listing shall be resolved through the grievance procedure. A copy of the revised Seniority List will be provided to the Union and Stewards within fourteen (14) calendar days of the revisions.

### **Section 11.5 – 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 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 11.6 – 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 sergeants of the Sheriff's Office shall be laid off first; then full-time sergeants shall be laid off in inverse order of their seniority within job classification. Any laid-off, full-time sergeant 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**

Sergeants shall be recalled from layoff in the inverse order of their layoff. No new employees shall be hired until all sergeants on layoff in that classification desiring to return to work 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 sergeants shall receive notice of recall either by actual notice or by certified mail, return receipt requested. It is the responsibility of all sergeants eligible for recall to notify the Employers, through the Sheriff, of their address. Upon receipt of the notice of recall, sergeants shall have seven (7) calendar days to notify the Employers, through the Sheriff, of their acceptance of the recall. The sergeant shall have seven (7) working 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 his 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, or 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 him 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 his 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 with pay 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 Section 13.4(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 further agree to comply with all State and Federal Laws regarding Military and Military Training Leave.

### **Section 13.7 – Maternity/Paternity Leave/FMLA**

If a pregnant female employee requests a temporary transfer to a less strenuous or hazardous position for the duration of the employee's pregnancy, the Employer shall grant such request, if the Employer has a position available. A physician's certification denoting the need for said transfer must be supplied by the employee upon the request of the Employer. If the Employer shows proof that such a position is not available, or if the employee is unable to work the temporary position by documentation from her physician, the employees shall be granted leaves of absence for a twelve (12) week 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 physician 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 – Light Duty Assignment**

A light duty assignment may be granted for illness, or injuries not arising out of the employee's employment upon the employee's request, and the Employers' approval, if the Employers have a position available, and the employee is qualified to perform the duties of such position. Such position may be any position in the County. Such request must be presented in writing to the Sheriff, setting forth a desired date for such requested assignment to begin, approval of the sergeant's physician, and a description of any restrictions of the sergeant from the sergeant's

physician. Upon receiving the physician’s certification, the Employers may transfer the employee to a suitable assignment, at the pay rate assigned to that position, without loss of benefits. The Employers are under no obligation to create any light duty position. Prior to returning to regular duties, the employee shall provide a signed release from the sergeant’s physician. No sergeant shall be required to work a light duty assignment as defined in this section.

**Section 13.9 – 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.

**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 during the January claims cycle.
- (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 1<sup>st</sup>. 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 1<sup>st</sup>, the County shall have the right to implement the changes to the benefits on December 1<sup>st</sup> 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 sergeants may apply for coverage in the Sheriffs Law Enforcement Program (SLEP) of the Illinois Municipal Retirement Fund. Covered sergeants 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 IMRF (Illinois Municipal Retirement Fund). All current non-sworn Sheriff’s Office employees employed prior to February 20, 2015 will continue to participate in 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 Sergeant shall be eligible for paid vacation as follows: Vacation allowances are earned annually during each fiscal year for each sergeant 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. For purposes of this section, the sergeant’s “employment” refers to the length of time the Sergeant has served the Jo Daviess County Sheriff’s Department in the capacity of an officer or Sergeant. 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 Sergeant’s regular straight-time rate of pay in effect for the Sergeant’s regular job classification on the payday immediately preceding the Sergeant’s vacation.

### **Section 15.3 – Scheduling and Accrual**

Vacation time shall be scheduled in accordance with Sheriff’s Office needs and, if possible, the Sergeant’s desire. The following dates shall be blocked out from vacation requests 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 sergeants 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) Sergeants will receive one (1) day of sick time per month, equivalent to the number of hours in their normally scheduled workday.

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) hour shift position to a position with twelve (12) hour shifts, that employee's sick days accrued at eight (8) 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 eight [8] hours equaling one sick day if the deputy works an eight [8] 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, or thirty (32) hours if an eight (8) hour shift employee] in excess of twelve sick days (12) 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 his designee, at least forty-eight (48) hours' notice of his/her 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 do not accrue sick leave benefits during a leave without pay.
- (f) An employee may accumulate unused sick leave beyond the limits established in this Agreement for paid sick leave for the purpose of qualifying for additional pension service credit under IMRF, if allowed by law.

- (g) Employees shall be entitled to receive pay for sick leave for a period of 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.

### **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 or over the counter 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 notify the Sheriff 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 a threat to the public confidence or 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 leaving 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) or the Sheriff's Law Enforcement Pension (SLEP), if applicable. However, an employee is required to use accrued and unused sick leave and vacation time for up to the first thirty (30) calendar days 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	Christmas Day

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

Detective Sergeants, 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 (1/2) 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 prior 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 Sergeant 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, when possible, or will reimburse the employee for gasoline costs.

In those instances where a Sergeant 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 – Court Time**

Sergeants 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 Sergeant's regular time off. This section shall only apply to court time occurring outside a Sergeant's regular duty hours. If a Sergeant is subpoenaed to appear in court outside of Jo Daviess County, the above policy will apply, and the Sergeant will tender to the County all monies received as witness fees or expenses.

### **Section 18.3 – 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 (1 ½) times the employee's regular rate of pay for all time worked subject to a minimum of two (2) hours 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 (1) pay period in which case the officer shall be compensated at one and one-half (1 ½) times their regular hourly rate of pay.

### **Section 18.4 – Shifts and Shift Selection**

- (a) All employees covered by this Agreement 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 shall be paid one and one-half (1 1/2) times their regular hourly rate of pay for any time worked in excess of eighty-four (84) hours in a pay period.

Compensatory time may be taken in lieu of overtime and shall be earned at a rate of one and one-half (1 1/2) hours for each hour worked.

- (c) "Time worked" shall be 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.
- (d) 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:
  - (i) a civil emergency as defined in Article V of the Agreement, and
  - (ii) the Employer and employee agree upon the alteration.
- (e) Employees with assignments which require an eight (8) hour or a ten (10) 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) of which must be a Sunday.
- (f) Sergeants assigned to patrol duties shall annually select their shift based on rank seniority provided that employees assigned to patrol duties must work at least three (3) consecutive months on a different shift than the one that they currently bid.

### **Section 18.5 – Trading Shifts**

Covered members shall be allowed to trade shifts, when it is requested in writing by a covered member, signed by the covered members involved and approved by the Shift Supervisor or designee, the approval of which shall not be reasonably denied.

### **Section 18.6 – Compensatory Time**

Sergeants may accrue Compensatory Time in lieu of Overtime, at a rate of time and one-half (1 1/2) for each hour earned, up to a maximum forty-eight (48) hours in a replenishable bank. Sergeants may schedule the use of their accrued compensatory time with the approval of the Sheriff or the Sheriff's Designee.

Sergeants 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 18.7 – Overtime Assignments**

When the Sheriff finds it necessary to assign overtime for purposes of filling vacancies in the performance of Sergeant duties, as opposed to Deputy duties, said overtime shall be awarded

in order of seniority beginning with the most senior Sergeant qualified for a particular assignment such that the senior most sergeant will be given the first opportunity to fill one vacancy; thereafter said Sergeant shall not be entitled to fill a vacancy until after all other qualified Sergeants 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 Sergeants 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 Sergeant 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 case of 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.

**Section 18.8 – No Pyramiding**

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

**ARTICLE XIX – WAGES**

**Section 19.1 – Wage Rates**

For the effective period of this Agreement, the wage rates payable to all sergeants covered by the terms of this Agreement are as set forth in Appendix B. The general increases are as follows:

Effective December 1, 2022	Six Percent (6.00%)
Effective December 1, 2023	Five Percent (5.00%)
Effective December 1, 2024	Five Percent (5.00%)
Effective December 1, 2025	Five Percent (5.00%)

In addition to the wages in Appendix B, 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 – Pay Intervals**

All Sergeants 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 19.3 – Longevity Steps**

The longevity steps for sergeants covered by this Agreement shall be at Start, 2 years (3%), 5 years an additional (3%), 10 years an additional (5%), and 15 years an additional (5%) intervals for years of service as a sergeant. (See, Appendix B Wage Schedule)

**Section 19.4 – Detective and Communication Rates**

Effective upon execution of the new Agreement, a sergeant assigned to the position of Detective Sergeant shall be paid at an hourly rate equivalent to that of a sergeant with comparable



years of service plus an additional five percent (5.00%) over and above the applicable hourly rate; provided that a Detective Sergeant working overtime while performing duties of a road Sergeant shall be paid at a rate of pay commensurate with that of a road deputy, and shall not receive his Detective Sergeant bonus pay for such duty.

A sergeant assigned to the position of Communications Sergeant shall be paid at an hourly rate equivalent to that of a sergeant with comparable years of service plus an additional 3% over and above the applicable hourly rate.

**Section 19.5 – 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 19.6 – 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.

**ARTICLE XX – UNIFORMS**

**Section 20.1 – Uniforms**

The Employers shall provide each newly hired employee, 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 sergeants 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.
- (j) Properly fitting personal body armor. (Road Sergeants and Detective Sergeants only.)
- (k) Uniform shoes.
- (l) Firearm. (Road Sergeants and Detective Sergeants only.)
- (m) Leather gear. (Road Sergeants and Detective Sergeants 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. The Employer will reimburse sergeant for boots worn on duty up to the amount of one-hundred dollars (\$100.00) per year upon submission of a receipt demonstrating the purchase.

**Section 20.3 – Detective Clothing Allowance**

Any Sergeant who also serves in the position of Detective shall receive six-hundred fifty dollars (\$650.00) annually for clothing allowance during each year of this Agreement. Any sergeant receiving this allowance shall submit to the Sheriff receipts accounting for the expenditure of this allowance.

**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 Sergeant.

### **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, sergeants 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 sergeants at their overtime rate for actions performed off duty. This Section does not apply to Sergeants 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 provisions:

- (a) If a Road Sergeant 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 such other area (i.e. satellite station) 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 Sergeant 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 Sergeant 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 Sergeants 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 P.E.D.A.**

- (a) Any employee assigned to work in the job classifications covered by the Public Employee Disability Act (P.E.D.A. 5 ILCS 345/0.01 et seq.), even on a temporary basis, will be covered under the 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 the 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 Employer 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 safety of 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 (12) 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 alcohol concentration of at least 0.04 shall be deemed to have tested positive for the use of alcohol and such a result may 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 .04 or above shall be grounds for immediate discharge.

- (d) The first offense of being under the influence of alcohol below a concentration level of .04, 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.

**Section 22.10 – Right to Contest**

The Labor Council and/or the employee, with or without the Labor Council, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results or any other alleged violation of this Agreement.

**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. If the parties are unable to reach agreement, the Impasse Procedures of the Illinois Public Labor Relations Act shall be used.

**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.

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 – SERGEANTS WAGE SCALE**

The following reflects the pay rates and longevity pay schedule for Sergeants of the Jo Daviess County Sheriff's Department as described in Article XIX.

	Start	2 Years	5 years	10 Years	15 Years
12/1/22	\$31.33	\$32.27	\$33.24	\$34.90	\$36.65
12/1/23	\$32.90	\$33.89	\$34.90	\$36.65	\$38.48
12/1/24	\$34.55	\$35.58	\$36.65	\$38.48	\$40.41
12/1/25	\$36.27	\$37.36	\$38.48	\$40.41	\$42.43

**APPENDIX C – GRIEVANCE FORM**



**GRIEVANCE**

(use additional sheets where necessary)

Date Filed: \_\_\_\_\_  
Department: \_\_\_\_\_

Grievant's Name: \_\_\_\_\_  
Last First M.I.

Lodge/Unit No. / Year / Grievance No.

**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.

**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

